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 BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

APPLICANT

APPLICATION RECORD

September 13, 2020

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APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

SERVICE LIST

(as at September 13, 2020)

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APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

APPLICANT

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on September 14, 2020 at 11:00 AM at the Court House, 330 University Avenue, Toronto, Ontario.

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's lawyer or,

where the applicant does not have a lawyer, serve it on the applicant, 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 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's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day 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 September 13, 2020 Issued by _____

Local Registrar

Address of court office: Superior Court of Justice
(Commercial List)
330 University Avenue
Toronto ON M5G 1R7
9th Floor

TO: SERVICE LIST

APPLICATION

1. Brooks Brothers Group, Inc. ("**BBGI**"), in its capacity as a foreign representative of itself as well as Brooks Brothers Canada Ltd. ("**Brooks Brothers Canada**") and 12[1] other affiliated debtors in possession (collectively, the "**Chapter 11 Debtors**" and together with their non-debtor affiliates, "**BB Group**"), makes this application seeking orders, *inter alia*, for the following relief, substantially in the form of draft orders included in the Application Record:

(a) an order (the "**Initial Recognition Order**")

(i) appointing BBGI as the foreign representative (in such capacity, the "**Foreign Representative**") of the Chapter 11 Debtors as defined in section 45 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**");

(ii) declaring that the centre of main interest for each of the Chapter 11 Debtors is the United States of America and recognizing the Chapter 11 cases (the "**Chapter 11 Cases**") commenced in respect of the Chapter 11 Debtors in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**") as a "foreign main proceeding" as defined in section 45 of the CCAA;

---

[1] In addition to BBGI and Brooks Brothers Canada, the other 12 Chapter 11 Debtors are Brooks Brothers Far East Limited; BBD Holding 1, LLC; BBD Holding 2, LLC; BBDI, LLC; Brooks Brothers International, LLC; Brooks Brothers Restaurant, LLC; Deconic Group LLC; Golden Fleece Manufacturing Group, LLC; RBA Wholesale, LLC; Retail Brand Alliance Gift Card Services, LLC; Retail Brand Alliance of Puerto Rico, Inc.; and 696 White Plains Road, LLC.

(iii) granting a stay of proceedings in respect of the Chapter 11 Debtors until otherwise ordered by this Court;

(iv) restraining the right of any person or entity to, among other things, discontinue or terminate any supply of products to the Chapter 11 Debtors; and

(v) requiring the proposed information officer to publish notice of this proceeding as required by section 53(b) of the CCAA; and

(b) an order (the "**Supplemental Order**")

(i) recognizing and enforcing the terms of the following orders entered by the U.S. Court on September 11, 2020:

(A) the Foreign Representative Order (defined below), and

(B) the Second Joint Administration Order (defined below);

(ii) granting a stay of proceedings (the "**Requested Stay**"), as further described below, in respect of the Chapter 11 Debtors and the directors and officers of the Chapter 11 Debtors;

(iii) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer in this proceeding (in such capacity "**Information Officer**");

(iv) granting superpriority charges over Brooks Brothers Canada's property (in order of priority):

(A) in favour of the Information Officer, along with its counsel and the Chapter 11 Debtors' Canadian counsel as security for their respective fees and disbursements relating to services rendered in respect of this proceeding, up to a maximum of CAD$350,000 (the "**Administration Charge**"), and

(B) in favour of Brooks Brothers Canada's directors and officers in respect of potential liability that they could incur in relation to these CCAA proceedings in excess of the coverage limits on available director and officer insurance policies, in the amount of CAD$200,000 (the "**Directors' Charge**"); and

(v) such further and other relief as this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

(a) Brooks Brothers (defined below) is the oldest apparel business in the United States and has grown into one of the world's leading clothing retailers with over 1,400 locations in over 45 countries, and a leading e-commerce platform.

(b) On July 8, 2020 (the "**Initial Petition Date**"), each of the Chapter 11 Debtors other than Brooks Brothers Canada (the "**Initial Chapter 11**

Debtors") filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court.

(c) Since the Initial Petition Date, the Initial Chapter 11 Debtors have completed a successful sales and marketing process for the BB Group's (now former) business ("**Brooks Brothers**" or the "**Business**"), which resulted in a sale (the "**Sale Transaction**") of substantially all of the Chapter 11 Debtors' assets, including the assets of, but not the equity in, Brooks Brothers Canada, to SPARC Group LLC (the "**Buyer**") for aggregate proceeds totaling US$325 million.

(d) The Initial Chapter 11 Debtors reached a global resolution with their prepetition creditors, which provided for, among other things, the impairment and settlement of their senior secured lenders' claims for US$205.8 million and for the remainder of the proceeds from the Sale Transaction to be delivered to the Chapter 11 Debtors' estates for an efficient administration and wind-down of the Chapter 11 Cases.

(e) The U.S. Court entered an order approving the Sale Transaction on August 14, 2020.

(f) The Sale Transaction closed on August 31, 2020, and the Buyer now owns the Business, subject to

(i) the Buyer's designation rights in respect of leases, including Brooks Brothers Canada's leases, none of which has been designated for assumption and assignment or rejection, and

(ii) the conveyance of Brooks Brothers Canada's assets, including Brooks Brothers Canada's inventory (the "**Canadian Acquired Inventory**").

(g) An Order from this Court is required to convey the Canadian Acquired Inventory free and clear of all encumbrances.

(h) Brooks Brothers Canada Ltd. ("**Brooks Brothers Canada**") filed a voluntary petition for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court on September 10, 2020.

(i) On September 11, 2020, the U.S. Court entered orders

(i) authorizing BBGI to act as foreign representative on behalf of the Chapter 11 Debtors in these CCAA proceedings (the "**Foreign Representative Order**"), and

(ii) directing the administration of Brooks Brothers Canada's Chapter 11 Case jointly with the other Chapter 11 Cases (the "**Second Joint Administration Order**").

(j) All of the Chapter 11 Debtors operate on an integrated basis and are incorporated or established under the laws of the United States, with the

exception of Brooks Brothers Canada, which is incorporated in Ontario, and Brooks Brothers Far East Limited.

(k) Brooks Brothers Canada operates 12 retail stores in Canada and as of March 2020 employed 150 employees, none of whom are unionized and most of whom have been furloughed since that time due to the COVID-19 pandemic.

(l) Prior to the Sale Transaction, Brooks Brothers Canada was wholly dependent on the U.S. Chapter 11 Debtors for a wide range of corporate, administrative and business support services (the "**Support Services**").

(m) Brooks Brothers Canada remains wholly dependent on the U.S. Chapter 11 Debtors to provide the Support Services.

(n) On a standalone basis, Brooks Brothers Canada is not profitable, having lost over US$3.6 million in the 11-month period ending July 4, 2020.

The Chapter 11 Cases each constitute a "Foreign Main Proceeding" in which BBGI is the "Foreign Representative"

(o) The Chapter 11 Debtors are all currently parties to the Chapter 11 Cases pursuant to petitions filed in the U.S. Court under Chapter 11 of the U.S. Bankruptcy Code.

(p) The Chapter 11 Cases constitute "foreign proceedings" pursuant to section 45(1) of the CCAA.

(q) BBGI has been appointed as "foreign representative" of all of the Chapter 11 Debtors in the Chapter 11 Cases and, as such, falls within the definition of "foreign representative" under section 45(1) of the CCAA.

(r) Pursuant to section 46(1) of the CCAA, the Foreign Representative may apply to this Court for recognition of the Chapter 11 Cases.

(s) Pursuant to subsection 47(1) of the CCAA, this Court shall make an order recognizing the Chapter 11 Cases if it is satisfied that the application relates to a "foreign proceeding" and that BBGI is a "foreign representative".

(t) Each of the Chapter 11 Debtors' centre of main interest is located in the U.S. and, as such, the within proceedings are a "foreign main proceeding" for the purposes of section 45(1) of the CCAA.

The Requested Stay is appropriate in the circumstances

(u) Under section 48 of the CCAA, this Court shall, in the case of a foreign main proceeding, exercise its jurisdiction to prohibit the commencement or furtherance of any action, suit or proceeding against the Chapter 11 Debtors, subject to any terms and conditions it considers appropriate.

(v) The Requested Stay in Canada is essential to ensuring the Sale Transaction can be completed.

Recognition of the Foreign Representative Order and Second Joint Administration Order is appropriate

(w) For the purposes of ensuring the orderly wind-down of Brooks Brothers Canada, the Foreign Representative requests that the Foreign Representative Order and Second Joint Administration Order be recognized by this Court pursuant to section 49 of the CCAA.

The Administration Charge and Directors' Charge are necessary

(x) The proposed Administration Charge and Directors' Charge will constitute a charge on the property of Brooks Brothers Canada and will rank in priority to all unsecured claims, but subordinate to secured creditors with existing perfected security interests.

(y) The proposed Administration Charge, which will rank in priority to the Directors' Charge, in the amount of CAD$350,000 is for the benefit of the proposed Information Officer, the Information Officer's legal counsel and the Chapter 11 Debtors' Canadian legal counsel, and is reasonable in the circumstances having regard to the size and complexity of these proceedings.

(z) The proposed Directors' Charge in the amount of CAD$200,000 is for the benefit of the directors and officers of Brooks Brothers Canada and is reasonable in the circumstances having regarding to the potential liabilities

in respect of these proceedings in excess of existing director and officer insurance policies.

The appointment of an Information Officer is appropriate

(aa) A&M has consented to act as the Information Officer in the within proceeding, and will assist the Court and Canadian stakeholders of the Chapter 11 Debtors.

General

(bb) The CCAA, including Part IV.

(cc) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

(a) the Affidavit of Stephen Marotta sworn September 13, 2020;

(b) an affidavit, to be sworn, attaching certified copies of the Foreign Representative Order and the Second Joint Administration Order;

(c) the consent of A&M to act as the Information Officer; and

(d) such further and other evidence as counsel may advise and this Honourable Court may permit.

September 14, 2020

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Lawyers for the Applicant

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No:

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

NOTICE OF APPLICATION

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P.O. Box 50, 1 First Canadian Place
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Lawyers for the Applicant

Tab 2

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 14TH
	)	
JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

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

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. 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 Brooks Brothers Group, Inc. ("**BBGI**") in its capacity as the foreign representative (the "**Foreign Representative**") of BBGI, Brooks Brothers Far East Limited, BBD Holding 1, LLC, BBD Holding 2, LLC, BBDI, LLC, Brooks Brothers International, LLC, Brooks Brothers Restaurant, LLC, Deconic Group LLC, Golden Fleece Manufacturing Group, LLC, RBA Wholesale, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., 696 White Plains Road, LLC, and Brooks Brothers Canada Ltd. (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 this day by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the affidavit of Stephen Marotta affirmed September ●, 2020 (the "**Marotta Affidavit**"), filed,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the "**Supplemental Order**") is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative and counsel for Alvarez & Marsal Canada Inc., in its capacity as proposed information officer (following its appointment, the "**Information Officer**"), and those other parties present, no one else appearing although duly served as appears from the affidavit of service of ● affirmed September ●, 2020:

SERVICE

1. **THIS COURT ORDERS** that the time for service 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 thereof.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA of the Chapter 11 Debtors in respect of the cases commenced in the United States Bankruptcy Court for the District of Delaware by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (collectively, the "**Foreign Proceeding**").

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of main interests for each of the Chapter 11 Debtors is the United States of America and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

(a) 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* are stayed;

(b) further proceedings in any action, suit or proceeding against the Chapter 11 Debtors are restrained; and

(c) the commencement of any action, suit or proceeding against the Chapter 11 Debtors 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 the business; and

(b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Information Officer shall cause to be published a notice once a week for two consecutive weeks, in the Globe and Mail (National Edition) regarding the issuance of this Order and the Supplemental Order.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, 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.

8. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

9. **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 and the Foreign Representative 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.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No:

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

Tab 3

Court File No. ~~———~~:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~———~~MR.	)	~~WEEKDAY~~MONDAY, THE #14TH
	)	
JUSTICE ~~———~~HAINEY	)	DAY OF ~~MONTH~~SEPTEMBER, 20~~YR~~20

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

AND IN THE MATTER OF ~~THE [LIST DEBTOR NAMES](the "Debtors")~~BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF ~~[NAME OF FOREIGN REPRESENTATIVE]~~ BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

INITIAL RECOGNITION ORDER
(FOREIGN MAIN[1] PROCEEDING)

THIS APPLICATION,[2] made by ~~[NAME OF FOREIGN REPRESENTATIVE]~~Brooks Brothers Group, Inc. ("**BBGI**") in its capacity as the foreign representative (the ~~"~~"**Foreign Representative**~~"~~") of BBGI, Brooks Brothers Far East Limited, BBD Holding 1, LLC, BBD Holding 2, LLC, BBDI, LLC, Brooks Brothers International, LLC, Brooks Brothers Restaurant, LLC, Deconic Group LLC, Golden Fleece Manufacturing Group, LLC, RBA Wholesale, LLC,

~~[1] Under section 47 the Canadian Court must be satisfied that the application for the recognition of a foreign proceeding relates to a foreign proceeding and that the applicant is a foreign representative in respect of that foreign proceeding, and then determine if the foreign proceeding is a foreign "main" or a foreign "non-main" proceeding. If the Canadian Court recognizes a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of this model Order are minimal, and based on the mandatory relief set out in section 48 of the CCAA with respect to a foreign main proceeding. As noted below, supplemental and other relief is set out in the model Supplemental Order (Foreign Main Proceeding).~~

~~[2] Part IV of the CCAA governs cross-border insolvencies.~~

Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., 696 White Plains Road, LLC, and Brooks Brothers Canada Ltd. (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 this day by judicial videoconference via Zoom at ~~330 University Avenue,~~ Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the affidavit of ~~[NAME] sworn [DATE]~~Stephen Marotta affirmed September ●, ~~[~~2020 (the ~~preliminary report of [NAME], in its capacity as proposed information officer (the "Proposed Information Officer"~~"**Marotta Affidavit**") ~~dated [DATE], each~~ filed, ~~and upon being provided with copies of the documents required by s.46 of the CCAA,~~

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) ~~[will be/~~(the "**Supplemental Order**") is being~~]~~ sought,[3]

AND UPON HEARING the submissions of counsel for the Foreign Representative~~, [~~ and counsel for Alvarez & Marsal Canada Inc., in its capacity as proposed information officer (following its appointment, the ~~Proposed~~ "**Information Officer**~~,] counsel for [OTHER PARTIES]~~"), and ~~upon being advised that no~~those other ~~persons were~~parties present, no one else appearing although duly served ~~with~~as appears from the ~~Notice~~affidavit of ~~Application~~service of ● affirmed September ●, 2020:[4]

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated[5] so that this Application is properly returnable today and hereby dispenses with further service thereof.

[3] ~~In addition to the mandatory relief contained in this Order pursuant to section 48 of the CCAA, certain discretionary relief may be granted by the Court pursuant to section 49 of the CCAA. Examples of such discretionary relief are contained in a model Supplemental Order (Foreign Main Proceeding), also available on the Commercial List website.~~

[4] ~~Revise to be consistent with the service recital in the Supplemental Order, if it is being sought concurrently.~~

[5] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.~~

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the ~~"~~"foreign representative~~"~~" as defined in section 45 of the CCAA of the Chapter 11 Debtors in respect of ~~[DESCRIBE FOREIGN PROCEEDING] (~~the cases commenced in the United States Bankruptcy Court for the District of Delaware by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (collectively, the ~~"~~"**Foreign Proceeding**~~"~~").

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT DECLARES** that the centre of its main interests for each of the Chapter 11 Debtors is [FILING JURISDICTION FOR FOREIGN PROCEEDING],[6] the United States of America and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding"[7] as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS[8]

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

(a) all proceedings taken or that might be taken against any Debtor the Chapter 11 Debtors 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 Debtor the Chapter 11 Debtors are restrained; and

(c) the commencement of any action, suit or proceeding against any Debtor the Chapter 11 Debtors is prohibited.

NO SALE OF PROPERTY[9]

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 the business; and

(b) any of its other property in Canada.

[6] A "foreign main proceeding" as defined in section 45 of the CCAA is "a foreign proceeding in a jurisdiction where the debtor company has the centre of its main interests". Accordingly, the Court must make this determination in concluding that the proceeding being recognized is a foreign main proceeding. This determination should be made for each individual Debtor.

[7] A separate model order is being developed with respect to foreign non-main proceedings.

[8] The provisions of this paragraph 4 are based on section 48 of the CCAA. More comprehensive stay provisions are found in the model Supplemental Order (Foreign Main Proceeding).

[9] Based on section 48(d) of the CCAA.

GENERAL

6. **THIS COURT ORDERS** that [without delay][within [NUMBER]five (5) business days from the date of this Order, or as soon as practicable thereafter][10], the Foreign RepresentativeInformation Officer shall cause to be published a notice substantially in the form attached to this Order as Schedule [*],[11] once a week for two consecutive weeks, in [NAME OF NEWSPAPER(S)]the Globe and Mail (National Edition) regarding the issuance of this Order and the Supplemental Order.[12]

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, 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.

8. **THIS COURT ORDERS AND DECLARES** that [the Interim Initial Order made on [DATE] shall be of no further force and effect once this Order becomes effective, and that] this Order shall be effective as of [TIME][13]12:01 a.m. Eastern Standard Time on the date of this Order[, provided that nothing herein shall invalidate any action taken in compliance with such Interim Initial Order prior to the effective time of this Order.][14]

[10] Section 53 of the CCAA requires publication "without delay after the order is made". The alternative language, above, may provide more certainty as to when that publication must take place.

[11] The notice must contain information prescribed under the CCAA (section 53(b)).

[12] Section 53(b) of the CCAA requires that the Foreign Representative publish, unless otherwise directed by the Court, notice of the Recognition Order once a week for two consecutive weeks, in one or more newspapers in Canada specified by the Court. In addition, the Foreign Representative has ongoing reporting obligations pursuant to section 53(a) of the CCAA.

[13] This time should be after the effective time that the Foreign Representative was appointed in the Foreign Proceeding.

[14] If an Interim Initial Order was not made, references to an Interim Initial Order should be removed from this paragraph.

9. **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 and the Foreign Representative 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.

~~**[ATTACH APPROPRIATE SCHEDULE(S)]**~~

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED Court File No: ___

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

Tab 4

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 14TH
	)	
JUSTICE HAINEY	)	DAY OF SEPTEMBER, 2020

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

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. 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 Brooks Brothers Group, Inc. ("**BBGI**") in its capacity as the foreign representative (the "**Foreign Representative**") of BBGI, Brooks Brothers Far East Limited, BBD Holding 1, LLC, BBD Holding 2, LLC, BBDI, LLC, Brooks Brothers International, LLC, Brooks Brothers Restaurant, LLC, Deconic Group LLC, Golden Fleece Manufacturing Group, LLC, RBA Wholesale, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., 696 White Plains Road, LLC, and Brooks Brothers Canada Ltd. (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 this day by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the affidavit of Stephen Marotta affirmed September ●, 2020 (the "**Marotta Affidavit**"), filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative and counsel for Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed information officer, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of ● affirmed September ●, 2020:

SERVICE

1. **THIS COURT ORDERS** that the time for service 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 thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Marotta Affidavit.

INITIAL RECOGNITION ORDER

3. **THIS COURT ORDERS** that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of September 14, 2020 (the "**Recognition Order**"), provided that in the event of a conflict between the provisions of this Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") made in the Foreign Proceeding (as defined in the Recognition Order) (the "**Foreign Orders**") are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) *Order Authorizing Brooks Brothers Group, Inc. to Act as Foreign Representative on Behalf of the Debtors' Estates Pursuant to 11 U.S.C. § 1505* (the "**Foreign Representative Order**", a copy of which is attached as Schedule "A" hereto); and

(b) *Order Directing the Joint Administration of Brooks Brothers Canada Ltd.'s Chapter 11 Case with the Original Debtors' Chapter 11 Cases* (the "**Second Joint Administration Order**", a copy of which is attached as Schedule "B" hereto).

provided, however, that in the event of any conflict between the terms of the Foreign 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 A&M is hereby appointed as an officer of this Court (the "**Information Officer**"), 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 their employees or representatives acting in such capacities, 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 the written consent of the Chapter 11 Debtors or with 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, without limiting the stay of proceedings provided for in the Recognition Order, 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 their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Chapter 11 Debtors or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) 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, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) 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 and affecting the Business in Canada, except with 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 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 Foreign Proceeding, 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 (a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (c) 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 (a) 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 (b) 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 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 the Information Officer and counsel for the Information Officer on a weekly basis or on such other terms as such parties may agree, and, in addition, the Chapter 11 Debtors are hereby authorized to pay the Information Officer and counsel to the Information Officer retainers in the amounts of US$100,000 and US$75,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that 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 Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of C$350,000 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 23 and 25 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Chapter 11 Debtors shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Chapter 11 Debtors in connection with the Business in Canada after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Chapter 11 Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property in Canada, which charge shall not exceed an aggregate amount of C$200,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 23 and 25 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Chapter 11 Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

(a) First – Administration Charge (to the maximum of C$350,000); and

(b) Second – Directors' Charge (to the maximum amount of C$200,000).

24. **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.

25. **THIS COURT ORDERS** that the Charges (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 and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

26. **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.

27. **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 (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) 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:

(i) 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;

(ii) 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

(iii) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that any employee of any of the Chapter 11 Debtors who is sent a notice of termination of employment shall be deemed to have received such notice by no

later than 8:00 a.m. Eastern Standard/Daylight Time on the fourth day following the date any such notice is sent, if such notice is sent by ordinary mail, expedited parcel or registered mail to the individual's address as reflected in the Chapter 11 Debtors' books and records; provided, however, that any notice of termination of employment that is sent to an employee of a Chapter 11 Debtor by electronic message to the individual's email address as last shown in the Chapter 11 Debtors' books and records shall be deemed to have been received 24 hours after the time such electronic message was sent, notwithstanding the mailing of any notices of termination of employment.

30. **THIS COURT ORDERS** that the E-Service Protocol 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 Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) 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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: http://www.alvarezandmarsal.com/brooksbrotherscanada.

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), 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, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the Chapter 11 Debtors and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof,

if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

32. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

33. **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.

34. **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 Chapter 11 Debtor, the Business or the Property.

35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, 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 and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or 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.

36. **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.

37. **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 U.S. Bankruptcy Court and attached as Schedule "C" hereto (the "**JIN Guidelines**"), are hereby adopted by this Court for the purposes of these recognition proceedings.

38. **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.

39. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

SCHEDULE "A"
FOREIGN REPRESENTATIVE ORDER

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20-11785 (CSS)**
Debtors. [1]	:	**(Jointly Administered)**
	:	**Re: D.I. 570**

ORDER AUTHORIZING BROOKS BROTHERS GROUP, INC. TO ACT AS FOREIGN REPRESENTATIVE ON BEHALF OF THE DEBTORS' ESTATES PURSUANT TO 11 U.S.C. § 1505

Upon the motion (the "**Motion**")[2] of Brook Brothers Group, Inc. ("**Brooks Brothers**") and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), for entry of an order authorizing Brooks Brothers to act as Foreign Representative on behalf of the Debtors' estates in the Canadian Recognition Proceeding, all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); 696 White Plains Road, LLC (7265); and Brooks Brothers Canada Ltd. (N/A). The Debtors' corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

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

pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Motion, if necessary; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted as set forth herein.

2. Brooks Brothers is authorized, pursuant to section 1505 of the Bankruptcy Code, to act as the Foreign Representative on behalf of the Debtors' estates in the Canadian Recognition Proceeding. As Foreign Representative, Brooks Brothers shall be authorized and have the power to act in any way permitted by applicable foreign law, including, but not limited to (i) seeking recognition of these chapter 11 cases and this Court's orders in the Canadian Recognition Proceeding, (ii) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, and (iii) seeking any other appropriate relief from the Canadian Court that Brooks Brothers deems just and proper in the furtherance of the protection of the Debtors' estates.

3. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a "foreign main proceeding" and Brooks Brothers 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 and any other orders for which recognition is sought.

4. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: September 11th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE "B"
SECOND JOINT ADMINISTRATION ORDER

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20-11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**
In re	:	**Chapter 11**
BROOKS BROTHERS CANADA LTD.,	:	**Case No. 20-12112 (CSS)**
Debtor.[2]	:	
Tax I.D. No.: N/A	:	**Re: D.I. 574**

ORDER DIRECTING THE JOINT ADMINISTRATION OF BROOKS BROTHERS CANADA LTD.'S CHAPTER 11 CASE WITH THE ORIGINAL DEBTORS' CHAPTER 11 CASES

Upon the motion (the "**Motion**")[3] of Brooks Brothers Canada Ltd. ("**BB Canada**"), for entry of an order directing the joint administration of BB Canada's chapter 11 case, for procedural purposes only, with the jointly-administered cases of the Original Debtors, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and § 1334; and the *Amended Standing*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

[2] The Debtor in this chapter 11 case does not have a federal tax identification number. The Debtor's corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

[3] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.

2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 20-11785 (CSS).

3. 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 estates.

4. The caption of the jointly administered cases shall read as follows:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20 -11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); 696 White Plains Road, LLC (7265); and Brooks Brothers Canada Ltd. (N/A). The Debtors' corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

5. A docket entry shall be made in BB Canada's chapter 11 case substantially as follows:

> An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases of Brooks Brothers Group, Inc.; Brooks Brothers Far East Limited; BBD Holding 1, LLC; BBD Holding 2, LLC; BBDI, LLC; Brooks Brothers International, LLC; Brooks Brothers Restaurant, LLC; Deconic Group LLC; Golden Fleece Manufacturing Group, LLC; RBA Wholesale, LLC; Retail Brand Alliance Gift Card Services, LLC; Retail Brand Alliance of Puerto Rico, Inc.; 696 White Plains Road, LLC; and Brooks Brothers Canada, Ltd. The docket in Brooks Brothers Group, Inc., Case No. 20-11785 (CSS) should be consulted for all matters affecting this case.

6. The Debtors are authorized to take all reasonable actions necessary or appropriate to implement the relief granted in this Order.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: September 11th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE "C" – JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction ("Parallel Proceedings") by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.

B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.

C. In particular, these Guidelines aim to promote:

(i) the efficient and timely coordination and administration of Parallel Proceedings;

(ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders' interests are respected;

(iii) the identification, preservation, and maximisation of the value of the debtor's assets, including the debtor's business;

(iv) the management of the debtor's estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;

(v) the sharing of information in order to reduce costs; and

(vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties[1] in Parallel Proceedings.

D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.[2]

E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.

F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

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[1] The term "parties" when used in these Guidelines shall be interpreted broadly.

[2] Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, "administrator" includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,[3] following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

(i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;

(ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;

(iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or

(iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

[3] In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

(i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

(i) In the normal case, parties may be present.

(ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.

(iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.

(iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.

(v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

(i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.

(ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.

(iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.

(iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.

(v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.

(vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.

(vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to· whether some or all of such communications should be recorded and preserved.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No:

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

Tab 5

Court File No.: ———

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ———MR.	)	WEEKDAYMONDAY, THE #14TH
	)	
JUSTICE ———HAINEY	)	DAY OF MONTHSEPTEMBER, 20YR20

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

AND IN THE MATTER OF THE [LIST DEBTOR NAMES](the "Debtors")BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF [NAME OF FOREIGN REPRESENTATIVE] BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

SUPPLEMENTAL ORDER[1]
(FOREIGN MAIN[2] PROCEEDING)

[1] As noted in several footnotes in this model order, practice under Part IV of the CCAA is still developing, and as certain issues are determined by Canadian courts, this model order will be amended to reflect the development of the law in this area.

[2] If the Canadian Court has recognized a foreign proceeding as a "main" proceeding, then section 48 of the CCAA provides that the Court must grant certain relief, subject to any terms and conditions it considers appropriate. The provisions of the model Initial Recognition Order (Foreign Main Proceeding) fulfill the mandatory requirements of section 48 with respect to a foreign main proceeding. Section 49 of the CCAA also allows the Court to make any order that it considers appropriate for the protection of the debtor company's property or the interests of a creditor or creditors. This Supplemental Order contains discretionary relief that might be granted by the Court in the appropriate circumstances. The Model Order Subcommittee has attempted to make the provisions of this model Order consistent with similar provisions in other model Orders. Supplemental relief (whether contained in this Order or in subsequent Orders) may also include provisions dealing with the sale of assets, the recognition of critical vendors, a claims process, or any number of other matters, or may recognize foreign orders or laws granting such relief.

THIS APPLICATION, made by [NAME OF FOREIGN REPRESENTATIVE]Brooks Brothers Group, Inc. ("**BBGI**") in its capacity as the foreign representative (the ""**Foreign Representative**"") of BBGI, Brooks Brothers Far East Limited, BBD Holding 1, LLC, BBD Holding 2, LLC, BBDI, LLC, Brooks Brothers International, LLC, Brooks Brothers Restaurant, LLC, Deconic Group LLC, Golden Fleece Manufacturing Group, LLC, RBA Wholesale, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., 696 White Plains Road, LLC, and Brooks Brothers Canada Ltd. (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 this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the affidavit of [NAME] sworn [DATE]Stephen Marotta affirmed September ●, [2020 (the preliminary report of [NAME], in its capacity as proposed information officer dated [DATE]], and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing"**Marotta Affidavit**"), filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, [, and counsel for theAlvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed information officer,] counsel for [OTHER PARTIES] and those other parties present, no one else appearing for [NAME][3] although duly served as appears from the affidavit of service of [NAME] sworn [DATE], and on reading the consent of [NAME OF PROPOSED INFORMATION OFFICER] to act as the information officer● affirmed September ●, 2020:

[3] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1) and 11.52(1).

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated[4] so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Marotta Affidavit.

INITIAL RECOGNITION ORDER

3. ~~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 Proceeding) dated [DATE] (the "Recognition Order").~~

4. ~~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 (Foreign Main Proceeding) dated as of September 14, 2020 (the "**Recognition Order**"), provided that in the event of a conflict between the provisions of this ~~Supplemental~~ Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS[5]

5. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the District of Delaware (~~collectively,~~ the ~~"Foreign Orders") of [NAME OF FOREIGN COURT]~~"**U.S. Bankruptcy Court**") made in the Foreign Proceeding (as defined in the

[4] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in the appropriate circumstances.~~

[5] ~~This model Order adopts an approach that might be applicable to some foreign proceedings, but not others. For example, U.S. proceedings will typically generate court orders that will be brought to the Canadian Courts for recognition. Other jurisdictions may have statutory or regulatory rights (rather than court orders) that need to be recognized in Canada.~~

Recognition Order) (the "**Foreign Orders**") are hereby recognized and given full force and effect[6] in all provinces and territories of Canada pursuant to Ssection 49 of the CCAA:

(a) [list*Order Authorizing Brooks Brothers Group, Inc. to Act as* *Foreign* Orders, or portions of Foreign Orders, copies*Representative on Behalf of the Debtors' Estates Pursuant to 11 U.S.C. § 1505* (the "**Foreign Representative Order**", a copy of which should be attached as schedules to this Order],is attached as Schedule "A to this " hereto); and

(b) *Order*, *Directing the Joint Administration of Brooks Brothers Canada Ltd.'s Chapter 11 Case with the Original Debtors' Chapter 11 Cases* (the "**Second Joint Administration Order**", a copy of which is attached as Schedule "B" hereto).

provided, however, that in the event of any conflict between the terms of the Foreign 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[7]

6. **THIS COURT ORDERS** that [NAME OF INFORMATION OFFICER] (the "Information Officer")A&M is hereby appointed as an officer of this Court (the "**Information Officer**"), with the powers and duties set out herein.

[6] Section 50 of the CCAA provides that an order made under Part IV of the CCAA may be made on any terms and conditions that the Court considers appropriate in the circumstances. Such terms and conditions would presumably need to be consistent with the orders or laws applicable to the foreign proceeding, subject to (i) the limitations imposed by section 48(2) (an order made under section 48(1) must be consistent with any order made under the CCAA), and (ii) the limitations imposed in section 61 (which provides that the Court may apply legal or equitable rules that are not inconsistent with the CCAA, and further that the Court may refuse to do something that would be contrary to public policy). All of the Foreign Orders should be reviewed by counsel with these issues in mind, and the Court may require confirmation from counsel that there is nothing in the Foreign Orders that is inconsistent with the CCAA or that would raise the public policy exception referenced in section 61 of the CCAA.

[7] The appointment of an Information Officer is not required by the CCAA, and is in the discretion of the Court. Information Officers are normally trustees licensed under the *Bankruptcy and Insolvency Act*.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY[8]

7. **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 their employees or representatives acting in such capacities, 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 the written consent of the Chapter 11 Debtors or with leave of this Court,[9] 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

8. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, 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 the Foreign Representative]their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Chapter 11 Debtors or leave of this Court, provided that nothing in this Order shall (ia) prevent the assertion of or the exercise of rights and remedies outside of Canada, (iib) 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, (iiic) [affect such investigations or Proceedings by

[8] The Model Order Subcommittee notes that a "Non-Derogation of Rights" section (found, for example, in the Model Initial CCAA Order) has not been included in this model Order. In a 'full' CCAA proceeding, which would typically include a stay of proceedings made under section 11.02 of the CCAA, a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, and 11.1(2). However, in a Part IV proceeding, section 48 of the CCAA (rather than section 11.02 of the CCAA) is being relied upon when a stay of proceedings is being sought, and despite the wording of section 48(2) and section 61, it is not clear if the restrictions applicable to a section 11.02 stay of proceedings are also applicable to a section 48 stay of proceedings, or would restrict the recognition of foreign proceedings or foreign orders that include a stay of proceedings broader than permitted in a section 11.02 stay of proceedings. These issues remain open for determination by Canadian courts.

[9] Where the Court considers it to be appropriate, it may authorize other Persons, including a Court-appointed Information Officer, to provide consent to any Proceeding. This same comment applies in paragraphs 6 through 11 of this Order.

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

9. **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 and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

10. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors 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]

11. [**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

[10] Section 11.01 of the CCAA provides that no order made under section 11 or 11.02 has the effect of (a) prohibiting a person from requiring immediate payment for good, services, etc. provided after the order is made, or (b) requiring the further advance of money or credit. It is unclear whether these provisions also apply to an order made pursuant to section 48 of the CCAA. Please see the discussion in footnote 8 above.

to be liable in their capacity as directors or officers for the payment or performance of such obligations.]11

12. **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

13. **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 ~~at least once every [three] months~~periodically with respect to the status of these proceedings and the status of the Foreign Proceeding~~s~~, 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

11 Counsel should specifically address with the Court whether this provision is appropriate in the context of this Order.

(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.

14. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (~~i~~a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding~~s~~, (~~ii~~b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (~~iii~~c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

15. **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.

16. **THIS COURT ORDERS** that the Information Officer (~~i~~a) 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~~b) may post on its website any other materials that the Information Officer deems appropriate.

17. **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.

18. **THIS COURT ORDERS** that 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 the Information Officer and counsel for the Information Officer on a [TIME INTERVAL]weekly basis or on such other terms as such parties may agree, and, in addition, the Chapter 11 Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer, retainers in the amount[s]amounts of US$[AMOUNT OR AMOUNTS] [100,000 and US$75,000, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

19. **THIS COURT ORDERS** that 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.

20. **THIS COURT ORDERS** that Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer, if any, shall be entitled to the benefit of and are hereby granted a charge (the ""**Administration Charge**"") on the Property in Canada, which charge shall not exceed an aggregate amount of C$[AMOUNT]350, 000 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]3 and [23]5 hereof.

INTERIM FINANCING[12]

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. **THIS COURT ORDERS** that the Chapter 11 Debtors shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Chapter 11 Debtors in connection with the Business in Canada after the commencement of the

[12] Optional – if there is a DIP Lender which takes security over assets in Canada or in respect of Canadian Debtors. If more comprehensive interim financing provisions are required, please refer to the model CCAA Initial Order for sample provisions.

within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. ~~20.~~ **THIS COURT ORDERS** that the ~~DIP Lender~~directors and officers of the Chapter 11 Debtors shall be entitled to the benefit of and ~~is~~are hereby granted a charge (the ~~"DIP Lender~~"**Directors'~~s~~ Charge**"") on the Property in Canada, which ~~DIP Lender's Charge shall be consistent with the liens and charges created by the [DESCRIBE DIP LOAN ORDER MADE IN THE FOREIGN PROCEEDING], provided however that the DIP Lender's Charge (i)~~charge shall not ~~secure~~exceed an ~~obligation that exists before this Order is made,~~[13] ~~and (ii) with respect to the Property in Canada,~~aggregate amount of C$200,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~[~~21~~]~~3 and ~~[~~23~~]~~5 hereof~~, and further provided that the DIP Lender's Charge shall not be enforced except~~.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Chapter 11 Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with ~~leave~~paragraph 20 of this ~~Court~~Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

24. ~~21.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge and the ~~DIP Lender~~Directors'~~s~~ Charge (collectively, the "**Charges**"), as among them, shall be as follows:[14]

[13] ~~This restriction appears in the interim financing provisions found in section 11.2(1) of the CCAA. It is unclear if this prohibits the recognition of a foreign order that creates a DIP Lender's Charge securing pre-filing obligations.~~

[14] ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

(a) First – Administration Charge (to the maximum ~~amount~~ of C$~~[AMOUNT]~~350,000); and

(b) Second – ~~DIP Lender~~Directors'~~s~~ Charge (to the maximum amount of C$200,000).

25. ~~22.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Administration Charge or the DIP Lender's Charge (collectively, 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.

26. ~~23.~~ **THIS COURT ORDERS** that ~~each of the Administration Charge and the DIP Lender's Charge~~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 and encumbrances, claims of secured creditors, statutory or otherwise (collectively, ~~"~~"**Encumbrances**~~"~~") in favour of any Person.

27. ~~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 ~~Administration Charge or the DIP Lender's Charge~~Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the Information Officer ~~and the DIP Lender~~.

28. ~~25.~~ **THIS COURT ORDERS** that the ~~Administration Charge and the DIP Lender's Charge~~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~~a) the pendency of these proceedings and the declarations of insolvency made herein; (~~ii~~b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (~~iii~~c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (~~iv~~d) the provisions of any federal or provincial statutes; or (~~v~~e) 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:

(i) (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;

(ii) (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

(iii) (c) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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

SERVICE AND NOTICE

30. **THIS COURT ORDERS** that any employee of any of the Chapter 11 Debtors who is sent a notice of termination of employment shall be deemed to have received such notice by no later than 8:00 a.m. Eastern Standard/Daylight Time on the fourth day following the date any such notice is sent, if such notice is sent by ordinary mail, expedited parcel or registered mail to the individual's address as reflected in the Chapter 11 Debtors' books and records; provided, however, that any notice of termination of employment that is sent to an employee of a Chapter 11 Debtor by electronic message to the individual's email address as last shown in the Chapter 11 Debtors' books and records shall be deemed to have been received 24 hours after the time such electronic message was sent, notwithstanding the mailing of any notices of termination of employment.

31. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the E-Service Protocol 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 Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) 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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~'@'~~ 'http://www.alvarezandmarsal.com/brooksbrotherscanada.

32. ~~28.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), 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, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery ~~or~~, facsimile transmission or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the ~~applicable Debtor~~Chapter 11 Debtors and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, ~~or if sent by ordinary mail, on the third business day after mailing~~if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

33. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their counsel are at liberty to serve or distribute this Order, any other

materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

34. ~~29.~~ **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.

35. ~~30.~~ **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 Chapter 11 Debtor, the Business or the Property.

36. ~~31.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the ~~[JURISDICTION OF THE FOREIGN PROCEEDING]~~United States of America, 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 and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative~~,~~ and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, ~~and~~ the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

37. ~~32.~~ **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.

38. 33. **THIS COURT ORDERS** that the Guidelines for Court-to-Court CommunicationsCommunication and Cooperation between Courts in Cross-Border Cases developed by the American Law InstituteInsolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule [*]"C" hereto is(the "**JIN Guidelines**"), are hereby adopted by this Court for the purposes of these recognition proceedings.

39. 34. **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.

40. 35. **THIS COURT ORDERS** that this Order shall be effective as of [TIME]12:01 a.m. Eastern Standard Time on the date of this Order.[15]

[ATTACH APPROPRIATE SCHEDULES]

[15] The time referenced in this Order should be the same time as the time referenced in the Recognition Order, if the two Orders are made on the same date. In the absence of such a provision, Rule 59.01 of the Ontario *Rules of Civil Procedure* appears to indicate that an Order is effective as of 12:01 a.m. on the date of the Order (Rule 59.01 provides that "An order is effective from the date on which it is made, unless it provides otherwise").

SCHEDULE "A"
FOREIGN REPRESENTATIVE ORDER

SCHEDULE "B"
SECOND JOINT ADMINISTRATION ORDER

SCHEDULE "C" – JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction ("Parallel Proceedings") by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.

B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.

C. In particular, these Guidelines aim to promote:

(i) the efficient and timely coordination and administration of Parallel Proceedings;

(ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders' interests are respected;

(iii) the identification, preservation, and maximisation of the value of the debtor's assets, including the debtor's business;

(iv) the management of the debtor's estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;

(v) the sharing of information in order to reduce costs; and

(vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties[1] in Parallel Proceedings.

D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.[2]

E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.

F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

ADOPTION & INTERPRETATION

[1] The term "parties" when used in these Guidelines shall be interpreted broadly.
[2] Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, "administrator" includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,[3] following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

(i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;

(ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;

(iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or

(iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

[3] In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

(i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

(i) In the normal case, parties may be present.

(ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.

(iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.

(iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.

(v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

(i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.

(ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.

(iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.

(iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.

(v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.

(vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.

(vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to· whether some or all of such communications should be recorded and preserved.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED Court File No: ___

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

Tab 6

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 BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

AFFIDAVIT OF STEPHEN MAROTTA

I, Stephen Marotta, of Little Silver, New Jersey, United States of America,

MAKE OATH AND SAY:

1. I am a Senior Managing Director at Ankura Consulting Group, LLC ("**Ankura**") and concurrently serve as the Chief Restructuring Officer ("**CRO**") of Brooks Brothers Group, Inc. ("**BBGI**") and 13[1] of its affiliated debtors in possession (collectively, the

[1] In addition to BBGI and Brooks Brothers Canada, the other 12 Chapter 11 Debtors are Brooks Brothers Far East Limited; BBD Holding 1, LLC; BBD Holding 2, LLC; BBDI, LLC; Brooks Brothers International, LLC; Brooks Brothers Restaurant, LLC; Deconic Group LLC; Golden Fleece Manufacturing Group, LLC; RBA Wholesale, LLC; Retail Brand Alliance Gift Card Services, LLC; Retail Brand Alliance of Puerto Rico, Inc.; and 696 White Plains Road, LLC.

"**Chapter 11 Debtors**" and together with their non-debtor affiliates, "**BB Group**"), including Brooks Brothers Canada Ltd. ("**Brooks Brothers Canada**"), all of which have filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**"). The cases commenced by the Chapter 11 Debtors in the U.S. Court are referred to in this Affidavit as the "**Chapter 11 Cases**".

2. Ankura is a consulting firm that provides expert witness, bankruptcy and corporate restructuring, litigation support, forensic accounting, geopolitical risk assessment, and general management consulting services. I have more than 35 years of experience providing professional accounting and consulting services to major corporations and businesses, including 30 years of consulting to financially troubled companies, which itself includes business plan development, viability assessments, reengineering and overhead-reduction programs, claims and preference analyses, crisis management, forensic investigation, and litigation support. My industry experience includes retail, manufacturing, wholesale distribution, healthcare, telecommunications, entertainment, and financial services.

3. In my role as CRO, I am familiar with the Chapter 11 Debtors' businesses, day-to-day operations, and financial affairs. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have so stated and I believe them to be true. In preparing this affidavit, I have also consulted the BB Group's senior management team, and financial and legal advisors.

4. I swear this Affidavit in support of BBGI's application, in its capacity as foreign representative (in such capacity, the "**Foreign Representative**") of the Chapter 11 Debtors, for *inter alia*:

(a) recognition of the Chapter 11 Cases as foreign main proceedings pursuant to Part IV of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**");

(b) recognition of the Foreign Representative Order (as defined below) and Second Joint Administration Order (as defined below);

(c) the appointment of Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer in this proceeding (the "**Information Officer**");

(d) the granting of the Administration Charge (as defined below); and

(e) the granting of the Directors' Charge (as defined below).

5. All references to monetary amounts in this affidavit are in U.S. dollars unless noted otherwise. Capitalized terms in this Affidavit that are not otherwise defined have the meanings given to them in the Initial First Day Declaration.

6. This affidavit is organized into the following sections:

A. Background

7. Brooks Brothers (as defined below) is the oldest apparel business in the United States and has grown into one of the world's leading clothing retailers with over 1,400 locations in over 45 countries and a leading e-commerce platform. Brooks Brothers Canada operates the BB Group's Canadian operations, which consists of 12 retail stores.

8. On July 8, 2020 (the "**Initial Petition Date**"), each of the Chapter 11 Debtors other than Brooks Brothers Canada (the "**Initial Chapter 11 Debtors**") filed voluntary petitions for relief (the "**Initial Petitions**") pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court.

9. At the time, Brooks Brothers Canada did not file a petition for relief under Chapter 11 with the U.S. Court as the BB Group was attempting to pursue an out-of-court restructuring for Brooks Brothers Canada, potentially through the sale of the equity in Brooks Brothers Canada. In connection therewith, the BB Group's senior Prepetition ABL Lenders (as defined below) agreed to forbear from taking any enforcement actions against Brooks Brothers Canada resulting from the Initial Petitions and other pre- and post-Initial Petition events of default, to allow such efforts to be pursued. The BB Group wished to defer the costs associated with CCAA proceedings until such time as Canadian relief was in fact necessary.

10. Since the Initial Petition Date, the Initial Chapter 11 Debtors have obtained a variety of first day and final orders from the U.S. Court and, most notably, have completed a successful sales and marketing process for the BB Group's (now former) business

("**Brooks Brothers**" [2] or the "**Business**"), which resulted in the sale (the "**Sale Transaction**") of substantially all of the Chapter 11 Debtors' assets (the "**Acquired Assets**"), including substantially all of the assets of, but not the equity in, Brooks Brothers Canada (the "**Canadian Assets**"), to SPARC Group LLC (the "**Buyer**") for aggregate proceeds totaling $325 million.

11. In addition, a global resolution was reached as between the Initial Chapter 11 Debtors, the Agent (as defined below), the Prepetition ABL Lenders and the official committee of unsecured creditors in the Chapter 11 Cases (the "**Creditors' Committee**"). This resolution provided for, among other things, the impairment and settlement of the Prepetition ABL Lenders' claims for approximately $205.8 million and for the remainder of the proceeds from the Sale Transaction to be delivered to the Chapter 11 Debtors' estates for an efficient administration and wind-down of the Chapter 11 Cases.

12. The U.S. Court entered an order approving the Sale Transaction on August 14, 2020 (the "**Sale Order**"), and the transaction closed on August 31, 2020. Accordingly, the Buyer now owns the Business, subject to the Buyer's designation rights in respect of leases (including Brooks Brothers Canada's leases, none of which have been designated for assumption and assignment or rejection to date) and the subsequent conveyance of the Canadian Assets, including the Canadian Acquired Inventory (as defined below), described below.

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[2] For the avoidance of any doubt, the term Brooks Brothers refers to the business acquired by the Buyer, and not any particular corporation.

13. Following the U.S. Court's approval of the Sale Transaction, but before the Sale Transaction had closed, the Chapter 11 Debtors and the Buyer determined that it would be beneficial for Brooks Brothers Canada to obtain an order of this Court recognizing the Sale Order and approving the sale of inventory owned by Brooks Brothers Canada (the "**Canadian Acquired Inventory**") free and clear of all claims and encumbrances.

14. As such, and to facilitate this process, an agreement was reached with the Buyer to amend the Asset Purchase Agreement (as defined below) to specifically address the process for the acquisition of the Canadian Acquired Inventory (the "**Second Amendment to the Asset Purchase Agreement**"). In addition, BBGI, on behalf of itself, the other Chapter 11 Debtors and the other Sellers, and the Agent entered into a Stipulation (as defined below) wherein it was confirmed that the Agent would still retain (rather than release) the Prepetition ABL Lenders' liens and claims against Brooks Brothers Canada, on behalf of and solely for the benefit of the Chapter 11 Debtors, and would turn over any proceeds of the Canadian Acquired Inventory received by the Agent to BBGI.

15. In furtherance of the above, on September 10, 2020, Brooks Brothers Canada filed a voluntary petition for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court (the "**September Petition**", and collectively with the Initial Petitions the "**Petitions**"). On the same day, the Chapter 11 Debtors filed a motion to obtain an order to apply all previous orders in the Chapter 11 Cases, including the Sale Order, to Brooks Brothers Canada (the "'**All Orders' Order**"). The motion to approve the 'All Orders' Order is scheduled to be heard by the U.S. Court on September 24, 2020.

16. On September 11, 2020, the U.S. Court entered an order authorizing BBGI to act as foreign representative on behalf of the Chapter 11 Debtors in these CCAA proceedings (the "**Foreign Representative Order**"). The U.S. Court also entered an order directing the administration of Brooks Brothers Canada's Chapter 11 Case jointly with the other Chapter 11 Cases (the "**Second Joint Administration Order**").

17. The Foreign Representative now brings this application to obtain a stay of proceedings, recognition of the Chapter 11 Cases as a foreign main proceeding and recognition of the Foreign Representative Order and Second Joint Administration Order in Canada. The Foreign Representative intends to return to this Court to seek recognition of the 'All Orders' Order after it has been entered by the U.S. Court and for such other relief from this Court as may be deemed necessary.

18. In support of the Initial First Day Motions (as defined below), I submitted a declaration to the U.S. Court, a copy of which is attached as **Exhibit "A"** (the "**Initial First Day Declaration**"). The Initial First Day Declaration provides a comprehensive overview of the BB Group and the events leading up to the commencement of the Chapter 11 Cases. As such, this Affidavit provides a more general overview and focuses on the events since the Initial Petition Date, including in relation to the sales and marketing process that culminated in the Sale Transaction, Brooks Brothers Canada's business, and information to support the finding of the centre of main interest of each of the Chapter 11 Debtors and to support the request for recognition of the Chapter 11 Cases as a foreign main proceeding, the recognition of the Foreign Representative Order and Second Joint Administration Order, the granting of the stay, the granting of the Administration Charge and the Directors' Charge, and the appointment of the Information Officer.

19. I am not aware of any other foreign recognition insolvency proceedings involving the Chapter 11 Debtors.

20. I am advised by the Chapter 11 Debtors' U.S. counsel and believe that due to the COVID-19 pandemic, the U.S. Court is only processing requests for certified copies of orders one day per week. The Foreign Representative will obtain certified copies of the Petitions and the Foreign Representative Order and Second Joint Administration Order as soon as it is able this coming week and then immediately forward them to Osler, Hoskin & Harcourt LLP ("**Osler**"), Canadian counsel to the Chapter 11 Debtors. The certified copies will be provided to this Court as soon as possible upon arrival.

21. In the interim, copies of the Foreign Representative Order and Second Joint Administration Order are attached as **Exhibits "B"** and **"C"**.

B. The BB Group prior to the Sale Transaction

(a) Overview of Brooks Brothers

22. Prior to the Sale Transaction, the BB Group owned Brooks Brothers, the oldest apparel business in the United States and a world-renowned fashion innovator. The BB Group acquired Brooks Brothers in 2001, after which Brooks Brothers expanded across the globe and grew into one of the world's leading clothing retailers with over 1,400 locations in over 45 countries, and a leading e-commerce platform built on best-in-class systems and supporting a direct-to-consumer website (www.brooksbrothers.com) and mobile application. Brooks Brothers is known as a lifestyle brand for men, women and children, which markets and sells footwear, eyewear, bags, jewelry, bedding, linens and more.

23. For the fiscal year ending 2019, the BB Group's revenue totaled over $991 million, of which less than 3% was attributable to Brooks Brothers Canada.

(b) The Chapter 11 Debtors

24. All of the Chapter 11 Debtors (including Brooks Brothers Canada) operate on an integrated basis and are incorporated or established under the laws of the United States, with the exception of Brooks Brothers Canada and Brooks Brothers Far East Limited ("**BB Far East**"), which is incorporated in Hong Kong.

25. BBGI directly or indirectly owns all of the shares of the other Chapter 11 Debtors (including Brooks Brothers Canada), with the exception of BB Far East, in which BBGI holds a 99.8% interest. A copy of the BB Group's organization chart (as at the Initial Petition Date) is included as Exhibit A to the Initial First Day Declaration, which is attached hereto as **Exhibit "A"**.

26. Prior to the Sale Transaction, the Chapter 11 Debtors' operations were directed out of the BB Group's (now former) headquarters at 346 Madison Avenue in Manhattan, where the flagship Brooks Brothers store is located. The Chapter 11 Debtors also owned an office building located in Enfield, Connecticut that houses certain of the Business's corporate functions, including finance, human resources, IT, and real estate. The Chapter 11 Debtors also maintained two distribution centres to process merchandise and warehouse inventory and to support the Chapter 11 Debtors' stores in the United States, Canada, and Puerto Rico, including a 660,000 square foot distribution centre facility in Enfield, Connecticut, and a 250,000 square foot distribution centre facility in Clinton, North Carolina.

27. Prior to the Sale Transaction, all of the Chapter 11 Debtors' (including Brooks Brothers Canada's) finished goods were manufactured by either Golden Fleece Manufacturing Group, LLC ("**Golden Fleece**") (one of the Chapter 11 Debtors) (~6.8%) or third-party merchandise suppliers ("**Merchandise Suppliers**") (~93.2%). Shortly before the Sale Transaction closed the Golden Fleece facilities completely halted operations.

28. The BB Group managed all sourcing of merchandise for the entire Brooks Brothers enterprise (including Brooks Brothers Canada) through BB Far East (one of the Chapter 11 Debtors), which operated its centralized global trading office in Hong Kong and acted as a local intermediary between the BB Group and its foreign sourcing base. Based on a one-year buy from winter 2019 through fall 2020, the BB Group sourced its merchandise from the following regions: Malaysia (27.39%); Vietnam (14.57%); China (14.48%); United States (6.84%); Egypt (6.47%); Indonesia (6.24%); Thailand (6.19%); Jordan (3.81%); Italy (3.20%); Sri Lanka (3.18%); Turkey (3.01%); and other countries (4.62%). BB Far East provided arm's-length services to the Chapter 11 Debtors and their non-debtor affiliates (as well as third-party licensees) through the procurement and sourcing of goods from its Merchandise Suppliers. BB Far East purchased inventory, which it subsequently sold to affiliates and third-party licensees on an arm's-length basis.

(c) The Non-Debtor Affiliates

29. BBGI's wholly-owned non-debtor subsidiaries operated approximately 50 retail and factory outlet stores in Europe, South Korea, Australia, Malaysia, and Singapore, which accounted for approximately 9.5% of the BB Group's annual revenues.

C. The BB Group after the close of the Sale Transaction

30. Following the close of the Sale Transaction, which is described in more detail below, the BB Group no longer owns the Business or the Acquired Assets. However:

(a) the BB Group continues to hold leases (including all of Brooks Brothers Canada's leases) that the Buyer has yet to designate for assumption and assignment or rejection pursuant to its designation rights agreed to in the Asset Purchase Agreement; and

(b) in addition to its leases, Brooks Brothers Canada continues to own the Canadian Assets, until an order is obtained from this Court approving the conveyance of the Canadian Acquired Inventory free and clear (and such conveyance subsequently occurs together with the remaining Canadian Assets).

31. Further, pursuant to the terms and conditions of the Asset Purchase Agreement and certain other agreements between the Sellers and the Buyer or its affiliates (described in more detail below), the Sellers are continuing to operate the stores on the premises of undesignated leases, with the Sellers employees, until such time as those leases are assumed and assigned or rejected, although as stated above all such Canadian stores are currently closed.

D. Brooks Brothers Canada

32. Brooks Brothers Canada is incorporated in Ontario and its registered office is located at 200 Bay Street, Royal Bank Plaza, Suite 2600, South Tower, Toronto, Ontario.

(a) Brooks Brothers Canada's retail stores and leases

33. Brooks Brothers Canada conducts business through 12 retail locations. The following chart sets out Brooks Brothers Canada's current store locations by geographical region:

Province	**Number of Locations**
Ontario	7
British Columbia	3
Alberta	2
Total	**12**

34. Brooks Brothers Canada does not own any real property. All of its retail operations are conducted in leased facilities pursuant to leases with third-party landlords. Brooks Brothers Canada has not paid rent to its landlords for the months of April 2020 through September 2020.

35. Typical of retail store leases in Canada, certain of Brooks Brothers Canada's leases contain provisions that impact its store operations, including:

(a) *going-out-of-business sale restrictions* that relate to going out of business sales in one form or another, including prohibitions on "bankruptcy sales", "going out of business sales", "liquidation sales", and other similar terms; and

(b) *operating covenants* that require Brooks Brothers Canada to continuously occupy and operate its business in the leased premises.

36. Certain of Brooks Brothers Canada's leases provide that it is an event of default if Brooks Brothers Canada obtains bankruptcy protection or fails to pay rent. Subject to the

automatic stay granted by the U.S. Court and the proposed stay of proceedings requested from this Court, Brooks Brothers Canada's landlords may have the ability to terminate certain leases due to Brooks Brothers Canada's closure of stores on account of the COVID-19 pandemic, non-payment of rent thereafter, and recent commencement of bankruptcy proceedings.

37. BBGI has provided an indemnity in the form of a guarantee to certain landlords under some of Brooks Brothers Canada's leases.

(b) Merchandising and sourcing

38. As described above, prior to the Sale Transaction, Brooks Brothers Canada sourced its merchandise from BB Far East indirectly through BBGI, which acquired inventory from Merchandise Suppliers and resold to affiliates.

(c) Corporate and support services

39. Prior to the Sale Transaction, Brooks Brothers Canada was wholly dependent on the U.S. Chapter 11 Debtors for a wide range of corporate, administrative and business support services (the "**Support Services**").

40. The Support Services included strategic and marketing functions (e.g., development of overall marketing strategy, performance of market research, design of marketing activities), merchandising, selection of external service providers, collection and analysis of customer feedback, logistics, and day to day operational needs such as executive, legal, accounting, finance, treasury, tax, insurance/risk management, real estate, human resources, information technology support services, and warehousing services. Brooks Brothers Canada also used certain business systems of the other Chapter

11 Debtors, including merchandizing strategies, store designs, store specifications, and operations manuals.

41. Following the Sale Transaction, the Support Services continue to be provided by the U.S. Chapter 11 Debtors on a transitional basis to the extent provided for and in accordance with the terms and conditions of the Asset Purchase Agreement and certain other agreements.

(d) Intellectual Property

42. Brooks Brothers Canada does not own any intellectual property.

(e) Employees

43. As of March 2020, Brooks Brothers Canada employed approximately 63 full-time employees and 87 part-time employees. As described in more detail below, Brooks Brothers Canada's employees have been laid off following the onset of the COVID-19 pandemic. The geographic distribution of employees is as follows:

Province	**Number of Brooks Brothers Canada Employees**
Ontario	94
British Columbia	31
Alberta	25
Total	150

44. On average, a typical Brooks Brothers Canada store has approximately 12 employees and is staffed by both full-time and part-time sales associates and store management. All but two of Brooks Brothers Canada's employees are store-level

employees. Sales associates report to and work under the supervision of their respective store management. The store managers oversee and are responsible for operations in their store, and report to district managers in Canada or the United States.

45. The vast majority of Brooks Brothers Canada employees are paid on an hourly basis. Certain employees, such as district managers or certain store managers, are salaried employees. Brooks Brothers Canada employees are also eligible for bonus or other incentive compensation plans applicable to all North American employees.

46. Due to the COVID-19 pandemic, Brooks Brothers Canada laid off groups of employees as follows:

(a) hourly employees were laid off on March 17, 2020;

(b) all but one salaried employee (a human resources manager) were laid off on March 22, 2020; and

(c) the human resources manager was laid off on April 5, 2020.

Brooks Brothers Canada's employees have been paid all accrued wages up to the date of their respective layoffs, but certain employees have accrued vacation pay that has not been paid out, totaling approximately CAD $200,000.

47. Brooks Brothers Canada's employees are all non-unionized and there are no applicable collective agreements. Brooks Brothers Canada offers an extended medical insurance plan to employees that is fully insured and administered by Canada Life, and approximately 80 employees are enrolled.

48. Brooks Brothers Canada also offers its employees a retirement plan, under Canada's Registered Retirement Savings Plan (the "**RRSP Plan**"). The RRSP Plan is

administered by Canada Life. Historically, Brooks Brothers Canada matched an eligible employee's monthly contribution, however matching was frozen on April 26, 2020. As of the Initial Petition Date, only one employee participates in the RRSP Plan, and no amounts are due thereunder.

49. Prior to the Sale Transaction, all back-office support and overall corporate guidance functions, including in relation to human resources, for Brooks Brothers Canada were provided by the U.S. Chapter 11 Debtors.

50. Brooks Brothers Canada's payroll is administered by BBGI, which utilizes various third-party payment processing companies to provide, among other things, a payroll processing system. To keep track of the hours worked by hourly employees, Brooks Brothers Canada utilizes a third-party timekeeping system arranged for by BBGI.

(f) Logistics Suppliers

51. Prior to the Sale Transaction, Brooks Brothers Canada received sourcing and logistics support from the BB Group.

52. In addition, Brooks Brothers Canada receives distribution centre services in Canada from a third party, 115161 Canada Inc. ("**Remco**"), pursuant to an agreement dated March 3, 2020, a copy of which is attached as **Exhibit "D"**.

53. In particular, Brooks Brothers Canada ships recalled inventory to Remco's Canadian facility, which stores the recalled inventory before shipping such inventory to a distribution centre operated by the Business in the U.S. to be refurbished. Brooks Brothers Canada presently has inventory at Remco's Canadian facility.

(g) Banking and Cash Management

54. Brooks Brothers Canada has six active Canadian dollar bank accounts:

(a) two depository accounts with JPMorgan Chase National Association ("**JPM**"), one of which is used to receive credit card receipts from Brooks Brothers Canada's retail and online operations and the other is used to receive cash receipts from Brooks Brothers Canada's retail operations and transfer funds into Brooks Brothers Canada's operating account;

(b) one Royal Bank of Canada ("**RBC**") collection account, which collects cash receipts from Brooks Brothers Canada's retail operations and transfers funds into Brooks Brothers Canada's RBC disbursement account, as well as manually transfers funds to BBGI's operating account;

(c) one JPM operating account, which is used to concentrate certain funds and cash receipts and also to transfer funds into Brooks Brothers Canada's JPM disbursement account; and

(d) two disbursement accounts (one with each of JPM and RBC), which are used to pay vendors, taxes, and other third-party expenses associated with Brooks Brothers Canada's operations.

55. Brooks Brothers Canada also has one RBC U.S. dollar denominated account for collection of miscellaneous receipts, which is presently inactive but may be used going forward. A diagram of the Brooks Brothers Canada's cash management system (the "**Cash Management System**") is attached as **Exhibit " E "** (the "**Bank Account**

Schematic"). The following describes the manner in which cash relating to the Canadian operations generally moves through the Cash Management System.

56. Cash from Brooks Brothers Canada's retail operations is collected into its store accounts. Brooks Brothers Canada's store depository account with JPM is a zero-balance account, which automatically transfers such funds into Brooks Brothers Canada's operating account with JPM. The majority of Brooks Brothers Canada's receipts are received via credit card or through other non-cash forms of payment.

57. The final phase of the Cash Management System are the disbursement accounts which are used to make various payments via wire, cheque or electronic transfer to various third parties.

E. Brooks Brothers Canada's current position

58. Since the Initial Petition Date, Brooks Brothers Canada's stores have remained closed, on account of the COVID-19 pandemic.

(a) Financial Position

59. BBGI historically prepared unaudited financial reporting packages, including stand-alone balance sheets, for Brooks Brothers Canada's operations. A copy of the unaudited balance sheet for Brooks Brothers Canada as at July 4, 2020 is attached as **Exhibit "F"**.This balance sheet reflects the financial position of Brooks Brothers Canada as of July 4, 2020 (i.e., prior to the Sale Transaction) and has not been audited. Certain information contained in this unaudited balance sheet is summarized below (in U.S. dollars).

(i) Assets

60. As at July 4, 2020, the assets of Brooks Brothers Canada had a book value of approximately $11.8 million and consisted of the following:

Current assets:	**$9,029,770.13**
Cash	$90,124.94
Accounts receivable, net	$794,582.27
Merchandise inventories	$8,086,781.54
Prepaid expenses and other current	$58,281.39
Non-current assets:	**$2,775,968.08**
Property, plant and equipment - net	$2,774,980.14
Other assets	$ 987.94
Total assets:	**$11,805,738.21**

(ii) Liabilities

61. As at July 4, 2020, the liabilities of Brooks Brothers Canada had a book value of approximately $10 million and consisted of the following:

Current liabilities:	**$5,483,486.43**
Accounts payables	$3,866,429.41
Intercompany due to (from)	$761,218.33
Accrued expenses and other current liabilities	$ 855,838.69
Non-current liabilities:	**$4,539,281.06**
Deferred rent long term and other long-term liabilities	$4,539,281.06
Total liabilities:	**$10,022,767.50**

62. In addition to the above, Brooks Brothers Canada remains liable as a guarantor in respect of outstanding amounts under the Prepetition ABL Facility, namely over $8.3 million in obligations, including in respect of fees and other financial

accommodations, and which amounts are secured by general security granted over the Canadian Acquired Inventory and other current assets. Attached as **Exhibit "G"** is a certified PPSA search in respect of Brooks Brothers Canada, current to August 17, 2020.

(iii) Stockholder's Equity

63. As at July 4, 2020, the stockholders' equity in respect of Brooks Brothers Canada was $1,782,970,71 and consisted of the following:

Common stock	$9.28
Additional paid in capital	$41,365,596.42
Accumulated other comprehensive income	$189,558.91
Currency translation adjustment	$4,078,617.62
Accumulated earnings (deficit)	$(43,850,811.52)
Equity:	**$1,782,970.71**

(iv) Earnings

64. For the 11-month period ending July 4, 2020, Brooks Brothers Canada had a loss of $3,677,117.21, computed as follows:

Net sales	$14,362,008.15
Cost of sales	$(6,926,251.50)
Store selling and direct expenses	$(10,727,438.15)
General and administrative expenses	$(387,371.63)
Interest income	$1,935.92
Loss:	**$(3,677,117.21)**

(v) Secured Debt of Brooks Brothers Canada

65. As at the Initial Petition Date, the Initial Chapter 11 Debtors had outstanding funded debt obligations in the amount of approximately $392.1 million in aggregate. The

Initial First Day Declaration provides a detailed overview of the various components of those obligations. Brooks Brothers Canada is a guarantor of the Prepetition ABL Facility (as defined below).

66. As of the Initial Petition Date, certain of the Chapter 11 Debtors were party to that certain Credit Agreement, dated as of June 28, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of April 22, 2020, and as further amended, modified, or otherwise supplemented from time to time, the "**ABL Credit Agreement**"), by and among, among others, BBGI, RBA Wholesale, LLC, and Golden Fleece Manufacturing Group, LLC (collectively, the "**Prepetition ABL Borrowers**"), Wells Fargo as administrative agent and collateral agent (in such capacities, the "**Agent**"), L/C Issuer (as defined therein), and Swing Line Lender (as defined therein), and the lenders from time to time party thereto (the "**Prepetition ABL Lenders**"), pursuant to which the Prepetition ABL Lenders agreed to provide the Prepetition ABL Borrowers with (i) a revolving credit facility in a maximum aggregate principal amount equal to $300 million (of which up to $30 million is available for the issuance of letters of credit) (the "**Prepetition Revolving Facility**") and (ii) a "first-in-last-out" term loan facility in an aggregate principal amount equal to $15 million outstanding thereunder (the "**Prepetition FILO Loan**" and, together with the Prepetition Revolving Facility, the "**Prepetition ABL Facility**").

67. The Prepetition ABL Facility was to mature on June 28, 2024. As of the Initial Petition Date, the aggregate amount outstanding under the ABL Credit Agreement was approximately $212.1 million in unpaid principal, plus accrued and unpaid interest, fees, and other amounts (comprised of approximately $182.9 million outstanding under the

Prepetition Revolving Facility (including approximately $7.9 million outstanding in respect of issued letter of credit), $15 million outstanding under the Prepetition FILO Loan, and approximately $6.3 million outstanding under a bank product with J.P. Morgan Chase). A copy of the ABL Credit Agreement and amendment are attached as **Exhibits "H" and "I"**.

68. Pursuant to the ABL Credit Agreement, a guarantee dated as of June 28, 2019 and a security agreement dated as of June 28, 2019, the Prepetition ABL Borrowers' obligations under the ABL Credit Agreement are guaranteed by Brooks Brothers Canada and such guarantee is secured by Brooks Brothers Canada's inventory, credit card receivables, and cash and accounts. Copies of Brooks Brothers Canada's guarantee and security agreement are attached as **Exhibit "J"** and **"K"**.

69. Prior to the closing of the Sale Transaction, the obligations under the Prepetition ABL Facility were secured by a first priority security interest and continuing lien (the "**Prepetition ABL Liens**") on Collateral (as defined in the Prepetition ABL Credit Agreement), which included, subject to certain exceptions and carve outs, the Initial Chapter 11 Debtors' cash and accounts, U.S. inventory, credit card receivables, and trade account receivables, as well as Brooks Brothers Canada's cash and accounts, inventory and credit card receivables (the "**Prepetition ABL Collateral**"). As described in greater detail below, the Agent still retains the Prepetition ABL Lenders' liens and claims against Brooks Brothers Canada, on behalf of and solely for the benefit of the Chapter 11 Debtors.

(b) Gift Cards

70. Immediately prior to the Sale Transaction closing, Brooks Brothers Canada had a net liability for outstanding redeemable and/or prepaid purchase cards ("**Gift Cards**") of approximately $440,623. Buyer or its affiliates assumed this liability upon the closing of the Sale Transaction in accordance with the terms and conditions of the Asset Purchase Agreement.

F. Restructuring efforts prior to Initial Petition Date

(a) Before COVID-19

71. Unfortunately, like many other retail companies, the Chapter 11 Debtors were negatively impacted by significant operational and manufacturing challenges as well as shifting retail industry trends in recent years. The specialty retail industry is highly competitive and, in recent years, the retail industry as a whole has been challenged by shifts in consumer purchasing preferences and habits. The Chapter 11 Debtors primarily competed with other specialty retailers, department stores, and e-commerce businesses that engage in the sale of apparel, accessories, and similar merchandise.

72. Prior to the Initial Petition Date, the Chapter 11 Debtors' management team made significant efforts to reduce costs, improve efficiencies, and increase brand loyalty and presence. In early 2020, the Chapter 11 Debtors completed a comprehensive review of the Business and identified a multi-year, cost-optimization, and revenue growth program with the potential to materially increase EBITDA. The Chapter 11 Debtors anticipated expending significant efforts to optimize and simplify general and administrative expenses by reducing the BB Group's overhead cost structure and streamlining corporate personnel to narrowly focus on core competencies.

73. Given these headwinds, in 2019, the BB Group also began exploring strategic alternatives, including a potential merger or sale of all or substantially all of the assets of the BB Group (the "**Prepetition Sale Process**"). The BB Group was advised by PJ Solomon, L.P. ("**PJ Solomon**"). In April 2019, PJ Solomon contacted a significant number of potential domestic and international investors, including both strategic and financial investors, to solicit interest in the Business, including all non-U.S. operations. During the Prepetition Sale Process, interested investors executed confidentiality agreements and were provided with diligence access and a confidential information memorandum. A number of parties submitted indications of interest. The BB Group engaged in extensive discussions and negotiations with bidders and provided significant diligence to assist bidders in their evaluation of the Business.

74. Unfortunately, as PJ Solomon progressed in its discussions with potential investors, the impact of COVID-19 began to materialize. As the COVID-19 pandemic rapidly intensified, the BB Group was forced to shut-down nearly all of its retail and factory outlet stores worldwide in March 2020 to protect the health and safety of the public and approximately 4,025 employees. This severely jeopardized the BB Group's ability to consummate any previously contemplated transaction.

(b) Response to COVID-19

75. Beginning in late February 2020, the Chapter 11 Debtors began to face unprecedented liquidity and operational challenges associated with the spread of COVID-19. As the pandemic spread through Asia and Europe, the BB Group's international operations suffered, and the Chapter 11 Debtors' foreign vendors found themselves unable to operate or produce and ship inventory, which led to the borrowing base under

the Prepetition ABL Facility decreasing in size, reducing the Chapter 11 Debtors' liquidity. By March 2020, the Chapter 11 Debtors were forced to close all North American stores and their headquarters consistent with governmental health guidelines and directives.

76. The pandemic forced the Chapter 11 Debtors and their advisors to re-assess the appropriate strategic transaction and refocus their efforts on a restructuring of their businesses through a chapter 11 filing.

77. The BB Group undertook a number of measures to ensure a seamless transition into the Chapter 11 Cases, including appointing two new independent directors—Alan J. Carr and William L. Transier—to the board of directors of BBGI (the "**Board**") and a special committee of the Board (the "**Special Committee**") to oversee the BB Group's restructuring process. Further, the Initial Chapter 11 Debtors and their advisors, including Weil, Gotshal & Manges LLP, PJ Solomon, and Ankura, overseen by the Special Committee, worked to, among other things, (i) carefully manage liquidity, (ii) obtain financing to allow the Initial Chapter 11 Debtors to preserve the value of their assets during the chapter 11 process and maximize value through a post-petition sale process, and (iii) attempt to secure a transaction that would ensure the continuation of the Business and maximize value for the Chapter 11 Debtors' creditors.

G. Chapter 11 Cases and Marketing Process

(a) Petitions and First Day Motions

78. On July 8, 2020, BBGI and the other Initial Chapter 11 Debtors filed Petitions in the U.S. Court. The Chapter 11 Cases are pending before the Honorable Christopher S. Sontchi and are jointly administered under Case No. 20-11785.

79. That day, the Initial Chapter 11 Debtors filed several first day motions (the "**Initial First Day Motions**") with the U.S. Court, for which the U.S. Court has entered interim and/or final orders, including those described in brief below. Copies of the Initial First Day Motions and related orders can be found at https://cases.primeclerk.com/brooksbrothers/Home-Index. As the Foreign Representative is not seeking recognition of any orders, other than the Foreign Representative Order and Second Joint Administration Order, until the 'All Orders' Order is entered by the U.S. Court, these materials have not been included in this Affidavit (with the exception of the Initial Joint Administration Order (as defined below)).

(a) An order authorizing the joint administration of the Chapter 11 Cases filed by the Initial Chapter 11 Debtors and related procedural relief (the "**Initial Joint Administration Order**"). A copy of the Initial Joint Administration Order is attached as **Exhibit "L"**.

(b) An order authorizing the continuation of the Initial Chapter 11 Debtors' prepetition obligations in the ordinary course of business, and authority to pay and honour certain prepetition claims relating to, among other things, wages, salaries and other compensation.

(c) An interim and final order authorizing the Initial Chapter 11 Debtors to maintain the ongoing use of its cash management system and continue intercompany transactions and transfers (the "**Cash Management Order**").

(d) An interim and final order authorizing the Chapter 11 Debtors to borrow under a debtor-in-possession senior secured credit facility (the "**U.S. DIP Facility**") to finance operations during the restructuring.

(e) An order authorizing the Initial Chapter 11 Debtors to pay certain prepetition amounts to critical vendors and lien claimants to maintain stability and to avoid jeopardizing the Initial Chapter 11 Debtors' ability to serve their customers.

(f) An order authorizing the Initial Chapter 11 Debtors to continue various customer programs, which was necessary to maintain customer loyalty and goodwill and otherwise protect the value of the brand.

80. Subsequently, the U.S. Court entered additional orders, including an order authorizing and providing a process for rejecting the Initial Chapter 11 Debtors' leases (if deemed necessary), an order rejecting certain (non-Canadian) leases and an order setting a general claims bar date in respect of the Initial Chapter 11 Debtors of September 25, 2020. A supplemental general claims bar date will be set in respect of claims against Brooks Brothers Canada and notice will be provided to creditors in respect of same.

(b) Marketing Process

81. On July 23, 2020, 10[3] of the Initial Chapter 11 Debtors and Brooks Brothers Canada (the "**Sellers**") entered into a stalking horse asset purchase agreement (the "**Stalking Horse Agreement**") with SPARC Group LLC (again, the "**Buyer**"), a joint venture entity owned by Authentic Brands and Simon Property Group, pursuant to which the Buyer would acquire substantially all of the BB Group's assets (again, the "**Acquired Assets**") on a going concern basis. The consideration to be paid by the Buyer for the Acquired Assets was $305 million. A copy of the Stalking Horse Agreement is attached as **Exhibit "M"**.

82. The Stalking Horse Agreement contemplated being used as, and subsequently was used as, a stalking horse bid by the Initial Chapter 11 Debtors. The Buyer was entitled to a break-up fee of approximately $10 million if, among other things, an alternative bid prevailed.

83. On August 3, 2020, the U.S. Court entered an order (the "**Bidding Procedures Order**") approving auction and bidding procedures (the "**Bidding Procedures**") for the Chapter 11 Debtors' assets. A copy of the Bidding Procedures Order is attached as **Exhibit "N"**. A copy of the Bidding Procedures is attached as **Exhibit "O"**.

84. Although the Bidding Procedures targeted bids for all or substantially all of the BB Group's assets, a bid for a portion of the assets was expressly permitted (provided that a suitable transaction or solution existed for the remaining assets). Interested parties were

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[3] Being all of the Initial Chapter 11 Debtors other than Brooks Brothers Far East Limited, Deconic Group LLC and Golden Fleece Manufacturing Group, LLC.

advised and understood that they could make a standalone bid for Brooks Brothers Canada. The Bidding Procedures also contemplated a credit bid.

85. Specifically, the Bidding Procedures established the following key dates and deadlines for the sale process:

Key Event	Deadline
Deadline to submit bids	**August 6, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Deadline to file objections to stalking horse sale transaction	**August 8, 2020 at 11:59 p.m. (prevailing Eastern Time)**
Deadline for Initial Chapter 11 Debtors to notify bidders of status as qualified bidders	**August 9, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Auction to be held if more than one qualified bid	**August 10, 2020 at 10:00 a.m. (prevailing Eastern Time)**
Deadline to (i) file notice and identities of successful bid(s) and back-up bid(s) and (ii) provide affected counterparties with the successful bidder's proposed form of adequate assurance of future performance with respect to proposed assigned contracts, if applicable	**August 11, 2020 at 4:00 p.m. (prevailing Eastern Time) or as soon as is practicable after the auction**
Deadline to file objections to (i) identity of successful bidder, (ii) conduct of auction, (iii) cure, and (iv) adequate assurance	**August 12, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Deadline to reply to objections to (i) sale transaction, (ii) identity of successful bidder, (iii) conduct of auction, (iv) cure, and (v) adequate assurance	**August 13, 2020 at 11:59 a.m. (prevailing Eastern Time)**
Sale hearing	**August 14, 2020 at 10:00 a.m. (prevailing Eastern Time)**

86. After the Agent submitted a credit bid in accordance with the Bidding Procedures, the Buyer improved its bid by, among other things, increasing its purchase price to $325

million. The Chapter 11 Debtors (including Brooks Brothers Canada) determined that the Buyer's improved bid was the highest and best bid, and the Buyer and Sellers executed an amendment to the Stalking Horse Agreement to reflect the increase in purchase price (the "**First Amendment to the Asset Purchase Agreement**", and collectively with the Stalking Horse Agreement and the Second Amendment to the Asset Purchase Agreement (as defined below), the "**Asset Purchase Agreement**"). A copy of the First Amendment to the Asset Purchase Agreement is attached as **Exhibit "P"**.

87. Concurrent with the negotiations with the Buyer, the Chapter 11 Debtors engaged in discussions with the Creditors' Committee, the Agent and the Prepetition ABL Lenders and achieved a global resolution of potentially value-destructive disputes that provides for, among other things, the impairment and satisfaction of the Prepetition ABL Lenders' claims for approximately $205.8 million and for the remainder of the sale proceeds to be delivered to the Initial Chapter 11 Debtors' estates to provide for an efficient administration and wind-down of the Chapter 11 Cases.

88. In light of the foregoing, the Initial Chapter 11 Debtors cancelled the auction. In accordance with the Bidding Procedures, the Buyer was declared the successful bidder and the Asset Purchase Agreement was selected as the successful bid. Some of the material terms of the Asset Purchase Agreement include:

(a) The purchase price for the Acquired Assets is equal to $325 million, subject to certain adjustments on account of estimated inventory and customer deposits.

(b) The Acquired Assets are all of Sellers' right, title and interest, in and to all of the properties, rights, interests and other tangible and intangible assets of Sellers used in, held for use in, or relating to the Business (as defined in the Asset Purchase Agreement), subject to certain exceptions.

(c) The Acquired Assets includes all cash and cash equivalents located at the BB Group's stores, in store depository accounts or en route to store depository accounts and petty cash at stores or the corporate office, but excludes all other cash or cash equivalents, all credit card receivables and all accounts receivable.

(d) The Buyer acquired certain liabilities (the "**Acquired Liabilities**"), including:

(i) all liabilities under assumed leases and transferred contracts arising from and after the closing date,

(ii) Buyer Cure Costs (as defined in the Asset Purchase Agreement) in respect of assumed leases,

(iii) liabilities relating to or arising out of the ownership, possession, operation or use of any Acquired Assets from and after the closing date,

(iv) liabilities in respect of Gift Cards, and

(v) liabilities in respect of transferred employees after closing.

(e) The Buyer has the right to designate each of the Sellers' leases (other than those expressly assumed in the Asset Purchase Agreement) (the "**Designated Leases**") for (i) assumption and assignment or (ii) rejection until the later of (x) December 31, 2020 and (y) the date on which the U.S.

> Court enters an order confirming a reorganization and liquidation plan concerning the Sellers in the Chapter 11 Cases, and any Designated Lease not designated by such date will be deemed to have been rejected. The Buyer is required to designate for assumption and assignment no fewer than 125 leases.

89. On August 14, 2020, the U.S. Court issued an order (again, the "**Sale Order**") approving the sale of the Acquired Assets to Buyer (again, the "**Sale Transaction**") free and clear of all claims against the Initial Chapter 11 Debtors and the Acquired Assets owned by the Initial Chapter 11 Debtors, and approving the various transaction documents in respect thereto (including the Asset Purchase Agreement). A copy of the Sale Order is attached as **Exhibit "Q"**.

90. Pursuant to the Sale Order, a landlord may object to an assumption and assignment, or the cure costs proposed to be paid to such landlord, in accordance with the terms of the Sale Order and the Asset Purchase Agreement.

91. Although the Stalking Horse Agreement contemplated the acquisition of substantially all of the Sellers' property, it expressly excluded inventory located in Canada that the Sellers cannot transfer to the Buyer free and clear.

92. After the Asset Purchase Agreement was approved, but before the Sale Transaction closed, the parties to the Asset Purchase Agreement determined that it would be beneficial for Brooks Brothers Canada to obtain the protections of the U.S. Bankruptcy Code and the prior orders of the U.S. Court, and that doing so would aid in the implementation of the Sale Transaction and, in particular, the free and clear sale of the

Canadian Acquired Inventory to the Buyer for the benefit of the Chapter 11 Debtors' estates.

93. Accordingly, on August 31, 2020, BBGI, on behalf of itself, the other Chapter 11 Debtors and other Sellers, and the Agent entered into a stipulation (the "**Stipulation**") to:

(a) confirm that notwithstanding that the conveyance of the Canadian Acquired Inventory would occur post-closing, the Chapter 11 Debtors would still pay the full payment amount under the Sale Transaction to the Agent upon closing,

(b) stipulate that, as consideration for the Chapter 11 Debtors providing the Agent with the full payment amount (including the Canadian Collateral Value Amount (as defined therein)) in respect of the anticipated post-closing sale of the Canadian Acquired Inventory, the Agent would still retain (rather than release) the Prepetition ABL Liens against the Prepetition ABL Collateral owned by Brooks Brothers Canada, on behalf of and solely for the benefit of the Chapter 11 Debtors, and would turn over any proceeds of the Canadian Acquired Inventory received by the Agent to BBGI, and

(c) affirm that the Buyer would pay the purchase price of approximately $6 million related to the Canadian Acquired Inventory directly to BBGI upon conveyance of the Canadian Acquired Inventory in accordance with the terms of the Asset Purchase Agreement.

94. That same day, the U.S. Court issued an order approving the Stipulation (the "**Stipulation Order**"). A copy of the Stipulation Order is attached as **Exhibit "R"**. A copy of the Stipulation is attached as **Exhibit "S"**.

95. On August 31, 2020, the Sellers and the Buyer agreed to a Second Amendment to the Asset Purchase Agreement that, among other things, specifically addressed the process for the acquisition of the Canadian Assets, including the Canadian Acquired Inventory. Pursuant to the Sale Order, the Second Amendment to the Asset Purchase Agreement does not require approval from the U.S. Court as it does not adversely impact the Initial Chapter 11 Debtors' estates. A copy of the Second Amendment to the Asset Purchase Agreement is attached as **Exhibit "T"**.

96. Among other things, the Second Amendment to the Asset Purchase Agreement:

(a) expressly excludes the Canadian Acquired Inventory from the Acquired Assets,

(b) requires Brooks Brothers Canada, at its sole cost and expense, to seek an order from this Court authorizing the sale of the Canadian Acquired Inventory free and clear to the Buyer, and which sale shall occur within 10 business days thereafter,

(c) provides that the purchase price for the Canadian Acquired Inventory will be paid to BBGI, and

(d) provides that if the order approving such sale is not obtained by November 29, 2020, the Buyer is under no obligation to acquire the Canadian Acquired Inventory.

97. Also on August 31, 2020, certain other ancillary agreements were entered into, including:

(a) An agreement (the "**Transition Services Agreement**") between the Sellers and BB OpCo LLC ("**OpCo**"), an affiliate of the Buyer that was designated by the Buyer to acquire (and did acquire) certain assets and liabilities of the Sellers, pursuant to which OpCo agreed to provide certain transitional services to the Sellers, including treasury management, bookkeeping, accounting and human resources services. A copy of the Transition Services Agreement is attached as **Exhibit "U"**.

(b) An agreement (the "**Benefits Transition Services Agreement**") between OpCo and the Sellers, pursuant to which the Sellers agreed to provide certain transitional services to OpCo in respect of the employees identified on section 6.3(a) of the Disclosure Schedule, as updated as of August 31, 2020 (the "**Benefits TSA Employees**"), including

(i) retaining and not terminating the Benefits TSA Employees, except as directed by OpCo,

(ii) continuing in effect certain employee benefit plans in respect of the Benefits TSA Employees, and

(iii) directing and causing the Benefits TSA Employees to perform substantially the same functions, roles and services for OpCo as were performed for the Sellers prior to the closing of the Sale Transaction.

As consideration for such services, OpCo agreed to pay all employment-related costs in respect of the Benefits TSA Employees, including third party costs and other non-payroll expenses related thereto. All but one of

Brooks Brothers Canada's employees are among the Benefits TSA Employees. A copy of the Benefits Transition Services Agreement is attached as **Exhibit "V"**.

(c) An agreement (the "**Occupancy Agreement**") between the Sellers and Buyer governing the operation of leased premises under the Designated Leases during the Designation Rights Period (as defined in the Asset Purchase Agreement), and in particular granting Buyer with an exclusive license to use and occupy such leased premises, which includes all of Brooks Brothers Canada's leased premises as none of Brooks Brothers Canada's leases have been designated for either assumption and assignment or rejection to date. A copy of the Occupancy Agreement is attached as **Exhibit "W"**.

98. Pursuant to the Second Amendment to the Asset Purchase Agreement, Brooks Brothers Canada agreed to seek out and obtain an order from this Court authorizing a sale of the Canadian Acquired Inventory free and clear of all liens and charges to the Buyer.

H. Anticipated path forward for Brooks Brothers Canada

99. Since entering the Second Amendment to the Asset Purchase Agreement, the Buyer and the BB Group have had discussions regarding the anticipated path forward in Canada during the Designation Rights Period, which runs until at least December 31, 2020, including a potential ordinary course or liquidation sale of the Canadian Acquired Inventory, the use of the Canadian Benefits TSA Employees to conduct such a sale, and whether the Buyer intends to assume or reject any of the leases of the Canadian stores.

100. These discussions are ongoing, and the parties are hopeful that the discussions will lead to the continued operations of the Canadian stores and continued employment for some or all of the Canadian Benefits TSA Employees.

101. The CCAA proceedings will be funded through intercompany transfers from other Chapter 11 Debtors, as permitted under and in accordance with the Cash Management Order.

I. Need for Relief Under the CCAA

102. Brooks Brothers Canada and the other Chapter 11 Debtors are in need of a stay of proceedings and the other relief sought.

103. On September 10, 2020, Brooks Brothers Canada filed the September Petition with the U.S. Court. A copy of the September Petition is attached as **Exhibit "X"**.

104. On September 10, 2020, the Chapter 11 Debtors filed a motion to apply all previous orders in the Chapter 11 Cases to Brooks Brothers Canada (again, the "**'All Orders' Order**").

105. On September 11, 2020, the U.S. Court entered the Foreign Representative Order and the Second Joint Administration Order.

106. A stay is necessary to prevent certain parties from taking actions that could jeopardize the Sale Transaction, pending the entering of the 'All Orders' Order. As noted above, under certain of Brooks Brothers Canada's leases it is an event of default if Brooks Brothers Canada seeks bankruptcy protection, fails to pay rent or ceases to continuously

occupy and operate on such leased premises, such that its landlords may have the ability to terminate such leases.

107. At present, the Foreign Representative is not seeking a court-ordered charge over Brooks Brothers Canada's assets in favour of BBGI as security over the contemplated intercompany transfers necessary to fund these proceedings. However, as the restructuring develops, such additional relief may be sought.

J. Relief Sought

(a) Recognition of Foreign Proceedings

108. The Foreign Representative seeks recognition of the Chapter 11 Cases as "foreign main proceedings" pursuant to Part IV of the CCAA.

109. Other than Brooks Brothers Canada and BB Far East, all of the remaining Chapter 11 Debtors are incorporated under U.S. law, have their registered head office and corporate headquarters in the U.S., carry out their business in the U.S. and have all or substantially all of their assets located in the United States. Brooks Brothers Canada is wholly reliant on BBGI for corporate, administrative and back office support. Brooks Brothers Canada is, for all intents and purposes, administered and managed out of the United States.

110. As described above, Brooks Brothers is managed on a consolidated basis and its Canadian operations are wholly dependent on and integrated with the U.S. operations. Brooks Brothers Canada would not be able to function as an independent entity without the corporate functions performed by the Chapter 11 Debtors in the United States.

(b) Recognition of the Foreign Representative Order and Second Joint Administration Order

111. The Foreign Representative seeks an order under the CCAA recognizing and giving effect to the Foreign Representative Order and Second Joint Administration Order as they are entered by the U.S. Court.

(c) Stay of Proceedings

112. By operation of the U.S. Bankruptcy Code, the Initial Chapter 11 Debtors obtained the benefit of a stay upon filing the Initial Petitions on the Initial Petition Date and Brooks Brothers Canada obtained the benefit of a stay upon filing the September Petition on September 10, 2020.

113. A stay of proceedings in Canada is essential to protect Brooks Brothers Canada while it seeks to obtain the 'All Orders' Order described above. By, among other things, commencing bankruptcy proceedings, Brooks Brothers Canada has committed an event of default in respect of certain of its leases.

(d) Appointment of Information Officer

114. The Foreign Representative is seeking to appoint A&M as the Information Officer in this proceeding. A&M is a licensed trustee in bankruptcy in Canada and its principals have acted as an information officer is several previous ancillary proceedings under Part IV of the CCAA, as well as the former section 18.6 of the CCAA. A&M has recently acted as information officer in the Canadian recognition proceedings of Pier 1 Imports, Jack Cooper Transport, Payless Shoes and ModSpace Financial. Previous information officer roles also include LightSquared, Chemtura and TLC Vision.

115. A&M has consented to acting as Information Officer. A copy of A&M's consent is attached as **Exhibit "Y"**.

(e) Administration Charge

116. The proposed initial order provides that the Information Officer, along with its counsel, Torys LLP, and the Chapter 11 Debtors' Canadian counsel, Osler, will be granted a Court-ordered charge on the present and future assets, property and undertakings of Brooks Brothers Canada ("**Canadian Property**"), as security for their respective fees and disbursements relating to services rendered in respect of this proceeding up to a maximum of CAD $350,000 (the "**Administration Charge**"). The Administration Charge is proposed to have first priority over all other charges.

(f) Directors' Charge

117. I am advised by Tracy Sandler of Osler and believe that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid accrued wages and unpaid accrued vacation pay, together with unremitted sales, goods and services, and harmonized sales taxes.

118. It is my understanding that Brooks Brothers Canada's directors and its past and former officers who are or were employed are potential beneficiaries of director and officer liability insurance (the "**D&O Insurance**") with a $5 million aggregate limit. These coverage limits are shared with directors and officers of BBGI. In light of the insolvency of the Chapter 11 Debtors, it is unclear whether this insurance policy provides

sufficient coverage against the potential liability that the director and officers could incur in relation to these CCAA proceedings.

119. In light of the potential liabilities and the insufficiency of available insurance, the continued service and involvement of the director and officers in this proceeding is conditional upon the granting of an order under the CCAA which grants a charge in favour of Brooks Brothers Canada's directors and officers in the amount of CAD $200,000 on the Canadian Property (the "**Directors' Charge**"). The Directors' Charge would be subordinate to the proposed Administration Charge. The Directors' Charge would act as security for the indemnification obligations for directors' and officers' potential liabilities, as set out above. The Directors' Charge is necessary so that Brooks Brothers Canada may benefit from the directors' and officers' experience with the business as they guide the proposed wind-down of Brooks Brothers Canada. The Directors' Charge would only be relied upon to the extent of the insufficiency of the existing D&O Insurance.

120. The amount of the proposed Directors' Charge has been determined, in consultation with the Information Officer, with reference to the accrued and unpaid vacation pay of Brooks Brothers Canada's employees. The Foreign Representative may return to this Court to seek an increase to the Directors' Charge as Canadian stores reopen and these CCAA proceedings progress.

K. Notice

121. This application has been brought on notice to the service list to be included with the application record, including the Buyer, the Agent, Brooks Brothers Canada's landlords, and the proposed Information Officer.

122. Notice of the September Petition and these CCAA proceedings will be provided to Brooks Brothers Canada's stakeholders by and through the Information Officer. If the requested order is granted, the Foreign Representative proposes that a notice of the recognition of foreign proceedings be published for two consecutive weeks in *The Globe and Mail* (National Edition) pursuant to the CCAA and all materials filed in these CCAA proceedings will be available on the Information Officer's website.

L. Proposed next hearing

123. As set out above, the Chapter 11 Debtors have filed a motion with the U.S. Court to obtain the 'All Orders' Order. The Foreign Representative intends to seek recognition of the 'All Orders' Order and the orders it applies to after they are entered by the U.S. Court.

M. General

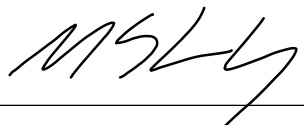
124. At the time of swearing this affidavit, I was located in Little Silver, New Jersey, United States of America.

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in Little Silver, New Jersey, United States of America.

MARK SHEELEY
Commissioner for Taking Affidavits

STEPHEN MAROTTA

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF STEPHEN MAROTTA,
SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,
THIS 13th DAY OF FEBRUARY, 2020.



MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–_____**
Debtors.[1]	:	**(Joint Administration Requested)**

DECLARATION OF STEPHEN MAROTTA IN SUPPORT OF DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY RELIEF

I, Stephen Marotta, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a Senior Managing Director at Ankura Consulting Group, LLC ("**Ankura**") and concurrently serve as the Chief Restructuring Officer ("**CRO**") of Brooks Brothers Group, Inc. ("**Brooks Brothers Parent**") and twelve of its affiliated debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**", and together with their non-debtor affiliates, the "**Company**" or "**Brooks Brothers**"). In this capacity, I am familiar with the Debtors' day-to-day operations, books and records, business and financial affairs, and the circumstances leading to the commencement of these chapter 11 cases.

2. I have more than 35 years of experience providing professional accounting and consulting services to major corporations and businesses, including 30 years of consulting to financially troubled companies. My experience includes business plan development, viability

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); and Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

assessments, reengineering and overhead-reduction programs, claims and preference analyses, crisis management, forensic investigation, and litigation support. My industry experiences include retail, manufacturing, wholesale distribution, healthcare, telecommunications, entertainment, and financial services. I have served in restructuring advisory roles in chapter 11 cases such as *In re Payless Holdings LLC*, Case No. 19-40883-659 (Bankr. E.D. Mo. 2019) (shoe retailer); *In re Model Reorg Acquisition, LLC (aka Perfumania Inc.)*, Case No. 17-11794-CSS (Bankr. D. Del. 2017) (retailer and distributor of fragrances and beauty products); *In re SynCardia Sys., Inc.*, Case No. 16-11599-MFW (Bankr. D. Del. 2016) (CRO for medical technology company); *In re C. Wonder LLC*, Case No. 15-11127-MBK (Bankr. D.N.J. 2015) (CRO for specialty retailer, designer, and marketer of women's clothing, jewelry, shoes, handbags, accessories, and home goods); *In re Deb Stores Holding LLC*, Case No. 14-12676-KG (Bankr. D. Del. 2014) (retailer of juniors "fast fashion"); *In re Daytop Vill. Found. Inc.*, Case No. 12-11436-SCC (Bankr. S.D.N.Y. 2012) (CRO for substance abuse prevention provider); *In re CoreComm N.Y., Inc.*, Case No. 04-10214-PCB (Bankr. S.D.N.Y. 2004) (CRO of facilities-based integrated communications providers); *In re Andover Togs, Inc.*, Case No. 96-41437-ALG (Bankr. S.D.N.Y. 1996) (garment manufacturer); *In re Alexander's Inc.*, Case No. 92-42704 (Bankr. S.D.N.Y. 1992) (operator of department store chain); and *In re Federated Dep't Stores, Inc.*, Case No. 90-00130 (Bankr. S.D. Ohio 1990) (retailing and real estate conglomerate with 258 department stores).[2]

3. On the date hereof (the "**Petition Date**"), the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

[2] The foregoing is a list of cases on which I advised while at Ankura, Marotta Gund Budd & Dzera, LLC, a predecessor in interest of Ankura, and Zolfo Cooper, a predecessor in interest to AlixPartners, LLP.

4. Just prior to the Petition Date, I was appointed CRO of the Debtors. As CRO, I report to and provide strategic advice to Brooks Brothers Parent's Board and Special Committee (each as defined below), and I am responsible for carrying out the Debtors' chapter 11 strategy and objectives described herein.

5. I submit this declaration (the "**Declaration**") to assist this Court and other parties-in-interest in understanding the circumstances and events that led to the commencement of these chapter 11 cases and in support of the motions and applications that the Debtors have filed with the Court, including the "first day" pleadings (the "**First Day Pleadings**"). The First Day Pleadings seek relief intended to preserve the value of the Debtors for the benefit of their stakeholders and maintain continuity of the Debtors' operations, which, as discussed more fully below, is critical in these chapter 11 cases.

6. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge, my review of relevant documents, information provided to me by the Debtors' employees, or my opinion based upon my experience, knowledge, and information concerning the Debtors' operations and the fashion-retail industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration, which I am authorized to submit on behalf of the Debtors.

7. This Declaration is divided into five sections. **Section I** provides an overview of the Debtors and these chapter 11 cases. **Section II** describes the Brooks Brothers business. **Section III** describes the Debtors' corporate and capital structure. **Section IV** describes the circumstances that led to the commencement of these chapter 11 cases. **Section V** provides a summary of the First Day Pleadings filed contemporaneously herewith and evidentiary support for the relief requested therein.

I.
Preliminary Statement[3]

8. Brooks Brothers is the oldest apparel company in the United States and a world-renowned fashion innovator. In 1818, H. & D.H. Brooks & Co. opened its first store in New York City and emerged as a leading gentlemen's furnishings and haberdashery shop. Over time, Brooks Brothers has grown into one of the world's leading clothing retailers with over 1,400 locations in over 45 countries, and a leading e-commerce platform that is built on best-in-class systems and supports a direct-to-consumer (or "**DTC**") website (www.brooksbrothers.com) and mobile application.

9. For over 200 years, Brooks Brothers has been an iconic clothing company and has maintained the distinct privilege of dressing 40 of the 45 United States Presidents. While famous for its clothing offerings and related retail services, Brooks Brothers is known as a lifestyle brand for men, women, and children, which markets and sells footwear, eyewear, bags, jewelry, watches, sports articles, games, personal care items, tableware, fragrances, bedding, linens, food items, beverages, and more.

10. Unfortunately, like countless other retail companies, Brooks Brothers' business has been impacted by significant operational and manufacturing challenges as well as shifting retail industry trends in recent years. Given these headwinds, in 2019, the Company began exploring strategic alternatives, including a potential merger or sale of all or substantially all of the assets of the Company, advised by PJ Solomon, L.P. ("**PJ Solomon**"), the Debtors' proposed investment banker for these chapter 11 cases. However, the Company was unable to consummate a transaction prior to the onset of the COVID-19 pandemic, which forced the

[3] Capitalized terms used but not defined in this overview section shall have the meanings assigned to them in subsequent sections.

Debtors to temporarily close nearly all of their retail and factory outlet stores worldwide to protect the health and safety of the public and approximately 4,025 employees.

11. These closures and the corresponding disruption to the Debtors' supply chain exacerbated issues that the Debtors were facing on account of the general downturn in the retail industry in recent years. Further, with businesses closed around the globe, cancellations of formal events, and employees working from home, the demand for formal and professional attire, comprising a large portion of the Debtors' business, faced temporary sharp declines. Today, only 18 of the Debtors' 244 Brooks Brothers® and Deconic® retail and factory outlet stores in the United States[4] are open for operation and, although the Debtors are developing a store re-opening plan, given the uncertainty and evolving nature of the ongoing COVID-19 pandemic, the Debtors are continuously evaluating the appropriate timing and scope for more broadly re-opening their stores.

12. With their brick-and-mortar operations largely shuttered and sales temporarily depressed, prior to the Petition Date the Debtors were left with limited liquidity, forcing them to furlough employees, cut corporate employee salaries, permanently close approximately 51 Brooks Brothers® stores, delay their trade and other payables, and announce the shut-down of their manufacturing facilities in Massachusetts, North Carolina, and New York. The Debtors produced face masks for front line workers and consumers in their manufacturing facilities, and sought CARES Act financing and other funding from the federal government to support the operation, but were unable to obtain government support for such activities or the Debtors' other operations.

[4] Based on number of stores prior to COVID-19 pandemic.

13. The pandemic forced the Debtors and their advisors to re-assess the appropriate strategic transaction and refocus their efforts on a restructuring of their businesses through a chapter 11 filing. The Debtors obtained $32.5 million of financing in May and June 2020 secured by previously unencumbered intellectual property from an affiliate of Gordon Brothers to meet the Company's ongoing liquidity needs while it examined its store footprint, strategically prepared its store re-opening plan, and pursued a value-maximizing restructuring or possible sale transaction.

14. The Company undertook a number of additional measures to ensure a seamless transition into chapter 11, including appointing two new independent directors—Alan J. Carr and William L. Transier—to the board of directors of Brooks Brothers Parent (the "**Board**") and a special committee of the Board (the "**Special Committee**") to oversee the Company's restructuring process. Further, the Debtors and their advisors, including Weil, Gotshal & Manges LLP, PJ Solomon, and Ankura, overseen by the Special Committee, worked to, among other things, (i) carefully manage liquidity, (ii) obtain financing to allow the Debtors to preserve the value of their assets during this chapter 11 process and maximize value through a postpetition sale process, and (iii) attempt to secure a transaction that would ensure the continuation of the Brooks Brothers business and maximize value for the Debtors' creditors.

15. The Debtors' prepetition sale process has yielded significant interest in Brooks Brothers' assets. The Debtors are engaged in active discussions with multiple bidders, and the Debtors expect to file a motion seeking approval of bidding procedures in the early days of these chapter 11 cases. The Debtors' postpetition sale strategy will be the foundation of these chapter 11 cases and will be critical to maximizing recoveries for all creditors through a value-maximizing sale transaction intended to benefit all stakeholders.

16. Further, the Debtors have obtained a commitment from an affiliate of WHP Global, to provide a $75 million debtor-in-possession financing facility (the "**DIP Facility**") that will provide the Debtors a much-needed reprieve from their short-term liquidity issues and pay off the prepetition rescue loan from Gordon Brothers. The Debtors also secured an agreement with their Prepetition ABL Facility Agent, Wells Fargo, National Association ("**Wells Fargo**") to allow for the consensual use of cash collateral in these chapter 11 cases.

17. Although the Debtors have secured financing and the consensual use of cash collateral, given that the majority of their stores remain closed, it will be imperative that the Debtors move expeditiously through these chapter 11 cases and utilize the liquidity available to them to consummate a value-maximizing transaction. The DIP Facility sets forth milestones by which the Debtors must accomplish various objectives.

Milestone	**Earliest Deadline**
Entry of Interim DIP Order	3 days from Petition Date (July 11, 2020)
File Bid Procedures Motion	5 days from Petition Date (July 13, 2020)
Entry of Final DIP Order	35 days from Petition Date (August 12, 2020)
Entry of Bid Procedures Order	35 days from Petition Date (August 12, 2020)
Entry of Order Approving Sale	53 days from Petition Date (August 30, 2020)
Consummation of the Sale	68 days from Petition Date (September 14, 2020)

18. The Debtors, overseen by the Special Committee, have concluded in the exercise of their business judgment, and as fiduciaries for all of the Debtors' stakeholders, that continuing their sale process in chapter 11 is the best path to maximize the value of their assets, seek to preserve jobs, carefully manage their operations, and provide the continuation of one of America's longest-standing businesses.

19. Time is of the essence in these chapter 11 cases. In accordance with the protections and tools afforded by the Bankruptcy Code and the liquidity provided under the DIP Facility, the Debtors intend to reject burdensome leases, reduce unnecessary administrative expenses, and efficiently consummate a sale transaction to preserve a transformed company with a reduced store footprint. The Debtors intend to file a motion seeking to reject over 60 leases and a motion seeking approval of procedures to reject additional leases on an expedited basis to reduce unnecessary administrative expenses, should the Debtors deem it to be in their business judgment to do so. Further, the Debtors intend to carefully manage liquidity and only make payments and incur administrative expenses that are critical and necessary to preserve the Debtors' ability to obtain the highest value in a sale for the benefit of the estates.

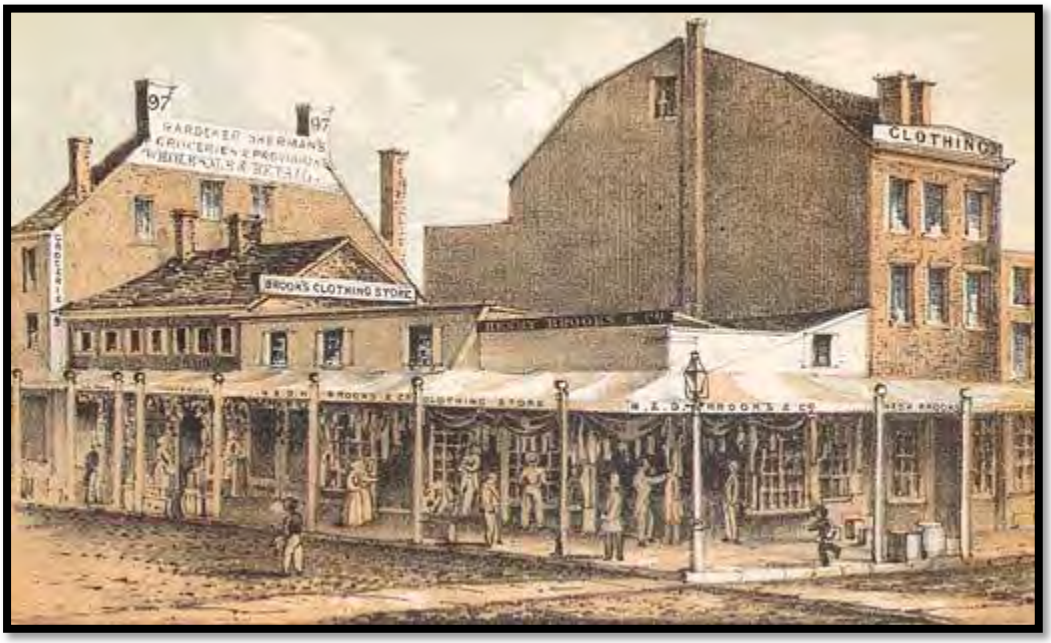
20. The Debtors believe that all constituents—including lenders, landlords, vendors, and employees—will benefit significantly from this chapter 11 proceeding over any other alternative and, as a result, must maintain the timeline presented to maximize value for all stakeholders through a strategic sale transaction. For these chapter 11 cases to be a true success, the Debtors require the cooperation of their stakeholders to minimize both the negative impact on the Debtors' business and the cost of administering these chapter 11 cases.

II.
The Brooks Brothers Business

A. History and Formation

21. In 1818, Henry Sands Brooks opened his first store, H. & D.H. Brooks & Co., in New York City. From its inception, the Brooks Brothers brand distinguished itself through innovation, fine quality, unparalleled customer service, excellent workmanship, and devotion to exceptional value. Brooks Brothers is known worldwide for its unique heritage and timeless American aesthetic, which to this day remains core to the brand's product design. It is

also known for its focus on integrity of product, tailored fit, rich textiles, craftsmanship, and attention to detail. Historically, the Brooks Brothers brand focused primarily on gentlemen's clothing, featuring classic oxford shirts, suits, sport coats, dress shirts, sport shirts, pants, trousers, and ties. Brooks Brothers is also credited for being first to design the iconic button-down polo shirt, the first to make ready-made suits, and many other inventions and introductions which have shaped the fashion landscape.



22. In 1945, Brooks Brothers began to expand by opening additional retail locations across the United States. In 1979, Brooks Brothers introduced its first international store in Tokyo, Japan. Since 2001, led by current Chief Executive Officer and Chairman of the Board, Claudio Del Vecchio, Brooks Brothers has expanded across the globe, growing into a multi-national fashion leader that seeks the balance between professional and casual clothing for men women, and children.

23. Brooks Brothers continues to shape American style through its important role in the history of American retailing and has set the wardrobe standard for generations. It

enjoys a strong reputation for providing its customers with stylish and quality products. Brooks Brothers is not in the business of "fast fashion" and prides itself on long-lasting merchandise, quality designs, and attentive customer service. It is deeply focused on producing items using the highest-quality of raw materials hand-picked by Brooks Brothers teams across the globe and has stayed at the forefront of men's style, transitioning much earlier than its peers to more modern and tailored looks. Since 2016, Brooks Brothers has also partnered with established fashion designers for its exclusive women's wear collections.

24. Brooks Brothers' pricing strategy reflects a commitment to providing high-quality merchandise at compelling values. Prices are generally set below designer price points and aligned with (or slightly above) other accessible and luxury brands.

B. Brooks Brothers' Business

25. Brooks Brothers maintains control over its proprietary brands by designing, sourcing, marketing, and (in large part) selling its own merchandise. Brooks Brothers generates revenue through various channels, including (i) North America "omni-channel" operations (retail stores, factory outlet stores, and e-commerce), (ii) worldwide wholesale, (iii) wholly-owned international operations, (iv) non-wholly-owned international operations, and (v) other businesses and arrangements. For the fiscal year ending 2019, the Company's revenue totaled over $991 million.

26. Brooks Brothers sells its merchandise through over 1,400 points of sale locations worldwide, which includes approximately 424 retail and factory outlet stores (including stores operated by non-debtor affiliates, joint ventures, and third-party licensees). Under its wholesale, travel retail, and licensing segment, Brooks Brothers maintains high-quality partnerships with third-party franchisees and licensees that operate over 1,000 points of sale locations around the world.

1. North America Retail and Factory Outlet Stores

27. The Company's North America retail and factory outlet stores have historically accounted for the majority of Brooks Brothers' revenues. The Debtors utilize high-quality, modernized retail stores with attractive neighboring tenants located in most major cities and other communities across the United States and Canada. All of the Company's U.S. stores are operated by the Debtors, and the Company's Canadian stores are operated by a non-debtor, wholly-owned subsidiary. Prior to COVID-19, the Company operated 236 retail and factory outlet Brooks Brothers stores in the United States, and twelve (12) Brooks Brothers stores in Canada. Prior to the Petition Date, on account of the COVID-19 pandemic, the Debtors decided to close approximately 51 Brooks Brothers® stores in the United States and have closed, or are in the process of closing, such stores.

28. Like many high-end retailers, Brooks Brothers operated in-store cafés. In 2016, the original "Red Fleece Café" opened in Manhattan's Flatiron district and became an instantly popular neighborhood destination for local residents and workers. In late 2018, a

second Red Fleece Café location opened at the Brooks Brothers flagship store in Midtown Manhattan. Unfortunately, and as a result of the COVID-19 pandemic, the Debtors were forced to temporarily close both locations. The Debtors subsequently permanently closed their operations in Flatiron.

29. For the fiscal year ending 2019, net sales from Brooks Brothers' North America retail and factory outlet store operations totaled approximately $519 million, approximately 52.3% of Brooks Brothers' total revenue.

2. North America e-Commerce Business

30. Brooks Brothers also maintains an e-commerce platform that is built on best-in-class support systems and supports a DTC website and multiple online marketplaces. DTC is the highest-growth, highest-margin segment of Brooks Brothers' business and is a central component of the Debtors' long-term omni-channel strategy. The current online platform ships Brooks Brothers' products to consumers in North America and over 50 countries across Europe, America, Asia, and the Middle East. For the fiscal year ending 2019, net sales from the Debtors'

North America e-commerce business totaled approximately $147 million, approximately 21.3% of Brooks Brothers' revenue; however, since March 2020, revenue sources have dramatically shifted and, as of the Petition Date, e-commerce accounts for over 90% of Brooks Brothers' North America revenue.

3. North America Wholesale

31. The Debtors are party to arrangements with unaffiliated third parties that (i) purchase Brooks Brothers' merchandise through wholesale agreements, (ii) enter into licensing agreements with the Debtors to operate Brooks Brothers-branded stores or shop-in-shops, or (iii) enter into agreements that provide for a combination of each of the foregoing. Through those arrangements, the Company partners with numerous well-known retailers, including Nordstrom and Macy's, which carry Brooks Brothers products at approximately 595 locations across North America. The Debtors also contract to make uniforms for companies such as NetJets and United Airlines and have a long history of manufacturing uniforms for the United States military.

32. For the fiscal year ending 2019, revenues from the Debtors' North America wholesale business totaled approximately $23.0 million, approximately 3.3% of Brooks Brothers' revenue.[5]

4. Brooks Brothers' International Operations

33. Brooks Brothers enjoys a premium positioning in its international markets, along with higher average retail price points. There are approximately 606 Brooks Brothers points of sale locations across Europe, the Middle East, and Africa (EMEA), Japan, South Korea,

[5] For purposes of management financials, only the revenues from the Debtors' wholesale business are recorded. The Debtors wholesale business includes revenues from traditional wholesale to the Debtors North America partners, uniforms sales, Paradies' travel retail, and certain of the Debtors partners in Latin America.

Latin America, and Asia Pacific (APAC): approximately 227 retail and factory outlet stores, 4 travel retail locations, 123 shop-in-shops, and 252 other points of sale operated by third parties. For the fiscal year ending 2019, net sales from Brooks Brothers' international operations totaled nearly $303 million, approximately 30.5% of Brooks Brothers' total revenue.

a. International Wholly-Owned Omni-Channel Retail and Factory

34. Brooks Brothers Parent's wholly-owned non-debtor subsidiaries operate retail and factory outlet stores in Europe, South Korea, Australia, Malaysia, and Singapore. Brooks Brothers' wholly-owned non-debtor subsidiaries (other than Canada) currently account for approximately 50 international retail and factory outlet points of sale and approximately 9.5% of Brooks Brothers' annual revenue.

b. International Joint Ventures

35. Brooks Brothers also licenses its intellectual property to its joint ventures in Japan (60% ownership), China (50% ownership), and India (51% ownership) that generally pay the Debtors royalties to use the trademark and purchase product from Brooks Brothers at a set premium to sourcing cost. Brooks Brothers' joint ventures account for approximately 167 international points of sale and 21.0% of Brooks Brothers' annual revenue. The Debtors' intellectual property is critical to its ability to generate royalty revenue for the benefit of its estate.

c. International Third-Party Licenses and Franchises

36. The Debtors also enter into licensing, franchise, and wholesale agreements with unaffiliated third parties, whereby they license the Debtors' intellectual property or authorize such parties to operate a Brooks Brothers franchise, and the Debtors supply such licensee or franchisee with Brooks Brothers merchandise on a wholesale basis. Excluding the Company's three (3) joint ventures, the Company's license and franchise agreements exist

exclusively in EMEA, Southeast Asia, and Latin America.[6] These agreements are structured to provide Brooks Brothers with royalty income, generally paid as a percentage of sales generated by the licensee or franchisee. Third-party licenses and franchises (retail and factory outlet stores) account for approximately 60 international points of sale and $5.4 million of annual income.

5. Other Businesses

37. Golden Fleece Manufacturing. Prior to the Petition Date, Debtor Golden Fleece Manufacturing, LLC ("**Golden Fleece**") operated three (3) manufacturing facilities in the United States that produced suits, sport coats, shirts, and accessories, such as neckties. Although the vast majority of such products have historically been distributed to the Debtors for use in their store and DTC channels, from time to time Golden Fleece manufactured and sold merchandise to third-parties. The Golden Fleece facilities are currently operating off work-in-process at their facilities and expect to completely halt operations by August. For the fiscal year ending 2019, third-party revenues from Golden Fleece's manufacturing operations totaled approximately $9 million.

38. Deconic. Debtor Deconic Group LLC ("**Deconic**") is a subsidiary of Brooks Brothers that is engaged in the business of manufacturing, merchandising, marketing, selling, and licensing of premium fashion jewelry under the "Alexis Bittar," "Carolee," and "Deconic" trademarks. Deconic sells its products online, through third parties such as Nordstrom, Von Maur, Bloomingdales, and Amazon, and historically through its nine (9) retail stores located in New York, Massachusetts, California, Washington, D.C., and Illinois. Deconic

[6] The EMEA licenses and franchises are located in Bahrain, Greece, Russia, Saudi Arabia, Turkey, and the United Arab Emirates. Latin America licensees and franchisees are located in Chile, Guatemala, Mexico, Panama, Peru, and Venezuela.

leases an office and manufacturing facility in Brooklyn, New York and a showroom in Manhattan. For the fiscal year ending 2019, revenues from Deconic totaled approximately $15 million.

C. Brooks Brothers' Operations

1. Sourcing and Manufacturing

39. Prior to the Petition Date, all of the Debtors' finished goods were manufactured by either Golden Fleece (~6.8%) or third-party merchandise suppliers ("**Merchandise Suppliers**") (~93.2%). As noted above, the Golden Fleece facilities expect to completely halt operations by August 15, 2020.

40. Like many retailers, the substantial majority of the Debtors' Merchandise Suppliers are based outside of the United States. Brooks Brothers has historically conducted business with approximately 155 Merchandise Suppliers, with the top 15 supplying approximately 80% of the Debtors' merchandise. Brooks Brothers has strong relationships with its Merchandise Suppliers, some of which rely upon the Debtors for a significant portion of their business and others who advance costs for the Debtors in connection with producing the Debtors' merchandise.

41. Brooks Brothers manages all sourcing through Debtor Brooks Brothers Far East Limited ("**BB Far East**"), which operates its centralized Global Trading Office in Hong Kong and acts as a local intermediary between Brooks Brothers and its foreign sourcing base.[7] BB Far East provides arm's-length services to the Debtors and their non-debtor affiliates (as well as third-party licensees) through the procurement and sourcing of goods from its Merchandise

[7] Based on a one-year buy from Winter 2019 through Fall 2020, Brooks Brothers sourced its merchandise from the following regions: Malaysia (27.39%); Vietnam (14.57%); China (14.48%); United States (6.84%); Egypt (6.47%); Indonesia (6.24%); Thailand (6.19%); Jordan (3.81%); Italy (3.20%); Sri Lanka (3.18%); Turkey (3.01%); and other countries (4.62%).

Suppliers, which are critical to the Debtors' business operations. BB Far East purchases inventory, which it subsequently sells to Brooks Brothers entities and third-party licensees on an arm's-length basis.

2. Headquarters and Facilities

42. The Debtors' operations are directed out of their leased corporate headquarters at 346 Madison Avenue in Manhattan, where their historic flagship store is located. The Debtors also own an office building located in Enfield, Connecticut that houses certain corporate functions, including finance, human resources, IT, and real estate. The Debtors maintain two distribution centers to process merchandise and warehouse inventory and to support the Debtors' stores in the United States, Canada, and Puerto Rico, including a 660,000 square foot distribution center facility in Enfield, Connecticut, and a 250,000 square foot distribution center facility in Clinton, North Carolina. Brooks Brothers' non-debtor subsidiaries also lease space in five other distribution centers around the globe. Deconic leases over 29,000 square feet between its office space and manufacturing facility in Brooklyn, New York and showroom in Manhattan.

3. Employees

43. As discussed in further detail in the Wages Motion, prior to the COVID-19 pandemic, the Debtors employed approximately 4,025 individuals, including approximately 850 salaried full-time employees and approximately 3,175 hourly employees. Of the Debtors' hourly employees, approximately 1,890 were employed on a full-time basis (30+ hours per week), approximately 275 were employed on a part-time plus basis (20-29 hours per week), and approximately 1,010 were employed on a part-time basis (less than 20 hours per week).

44. Due to the COVID-19 pandemic, on March 29, 2020, the Debtors made the decision to initiate a furlough program pursuant to which approximately 2,900 of the Debtors

employees were placed on temporary, unpaid leave (the "**Furlough Program**") and non-furloughed, salaried employee pay was reduced by 10%. The Debtors continued to pay benefits to all employees. As of the Petition Date, the Debtors employ approximately 1,125 non-furloughed employees, of which approximately 500 are salaried and approximately 625 are hourly. At the appropriate times, the Debtors intend to re-hire a number of the furloughed employees.

III.
The Debtors' Corporate and Capital Structure

A. Corporate and Governance Structure

45. Brooks Brothers Parent is the Debtors' ultimate corporate parent, which directly or indirectly owns each of the other Debtor entities. An organizational chart illustrating the Debtors' corporate structure as of the date hereof is attached hereto as **Exhibit A**.

46. Brooks Brothers Parent's Board is comprised of four (4) members: (i) Alan J. Carr (independent); (ii) William L. Transier (independent); (iii) Claudio Del Vecchio; and (iv) Matteo Del Vecchio. Messrs. Carr and Transier are members of the Special Committee, to which the Board delegated authority with respect to the Debtors' restructuring process and these chapter 11 cases.

B. Capital Structure

47. Brooks Brothers Parent is a closely-held private company. Four entities affiliated with the Del Vecchio family collectively own 100% of the Brooks Brothers Parent's Class A common stock (representing approximately 91% economic ownership interest in the Company). Castle Apparel Limited ("**Castle**"), an entity affiliated with the Debtors' supplier TAL Apparel Limited ("**TAL**"), owns 100% of the Class B common stock (representing approximately 9% economic ownership interest in the company). Brooks Brothers Parent has no

preferred stock outstanding. All of the other Debtors are direct or indirect subsidiaries of Brooks Brothers Parent.

48. As summarized in the following chart, as of the Petition Date the Debtors have outstanding funded debt obligations in the amount of approximately $392.1 million in aggregate:

Debt Instrument	Principal Outstanding
Secured Funded Debt	
Prepetition ABL Facility Loan	$212,133,776
Prepetition Revolving Loan	$182,955,500
Prepetition FILO Loan	$15,000,000
Prepetition L/C	$7,851,300
JPMorgan Credit Card	$6,326,976
Prepetition Term Loan	$32,500,000
Prepetition L/C Facility	$13,611,420
Haverhill Mortgage	$6,999,720
Clinton Mortgage	$491,183
Total Secured Funded Debt	**$265,736,099**
Unsecured Funded Debt	
Subordinated Notes	$66,286,368
Convertible Note	$50,000,000
Japan JV Note	$5,075,532
Shareholder Promissory Note	$5,000,000
Total Unsecured Funded Debt	**$126,361,900**
TOTAL FUNDED DEBT	**$392,097,999**

a. Prepetition ABL Facility

49. Certain of the Debtors are party to that certain Credit Agreement, dated as of June 28, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of April 22, 2020, and as further amended, modified, or otherwise supplemented from time to time, the "**ABL Credit Agreement**"), by and among, among others, Brooks Brothers Parent, RBA Wholesale, LLC, and Golden Fleece (collectively, the "**Prepetition ABL Borrowers**"), Wells Fargo as administrative agent and collateral agent (in such capacities, the "**Prepetition ABL**

Agent"), L/C Issuer, and Swing Line Lender, and the lenders from time to time party thereto (the "**Prepetition ABL Lenders**" and, collectively with the Prepetition ABL Agent, the "**Prepetition ABL Secured Parties**"), pursuant to which the Prepetition ABL Lenders agreed to provide the Prepetition ABL Borrowers with (i) a revolving credit facility in a maximum aggregate principal amount equal to $300 million (of which up to $30 million is available for the issuance of letters of credit) (the "**Prepetition Revolving Facility**") and (ii) a "first-in-last-out" ("**FILO**") term loan facility in an aggregate principal amount equal to $15 million outstanding under the Prepetition FILO Loan (the "**Prepetition FILO Loan**" and, together with the Prepetition Revolving Facility, the "**Prepetition ABL Facility**"). The Prepetition ABL Facility matures on June 28, 2024. As of the Petition Date, the aggregate amount outstanding under the ABL Credit Agreement is approximately $212.1 million in unpaid principal, plus accrued and unpaid interest, fees, and other amounts (comprised of approximately $182.9 million outstanding under the Prepetition Revolving Facility (including approximately $7.9 million outstanding in respect of issued letter of credit), $15 million outstanding under the Prepetition FILO Loan, and approximately $6.3 million outstanding under a bank product with J.P. Morgan Chase).

50. Pursuant to the ABL Credit Agreement and that certain Guaranty dated as of June 28, 2019 (as amended, modified, or otherwise supplemented from time to time), and the Canadian Guarantee dated as of June 28, 2019 (as amended, modified, or otherwise supplemented from time to time), the obligations under the ABL Credit Agreement are guaranteed by Brooks Brothers Canada Ltd. ("**BB Canada**"), RBA Wholesale, LLC, Golden Fleece, Brooks Brothers International, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., and 696 White Plains Road, LLC.

51. The outstanding obligations under the ABL Credit Agreement are secured, in each case, in accordance with the terms of that certain Security Agreement, dated as of June 28, 2019 (as amended, modified, or otherwise supplemented from time to time), and that certain Canadian Security Agreement (as amended, modified, or otherwise supplemented from time to time), dated as of June 28, 2019. The obligations under the Prepetition ABL Facility are secured by a first priority security interest and continuing lien (the "**Prepetition ABL Liens**") on "Collateral," as such term is defined in the Prepetition ABL Credit Agreement, which includes, subject to certain exceptions and carve outs, the Debtors' cash and accounts, U.S. inventory, credit card receivables, and trade account receivables, as well as BB Canada's inventory and credit card receivables (the "**Prepetition ABL Collateral**").

b. Prepetition Term Loan

52. Pursuant to that certain Term Loan Agreement, dated as of May 21, 2020 (as amended by that certain First Amendment to Term Loan Agreement, dated as of June 29, 2020, and as further amended, modified, or otherwise supplemented from time to time, the "**Prepetition Term Loan Agreement**"), among Brooks Brothers Parent, Golden Fleece (collectively, the "**Prepetition Term Loan Borrowers**"), Brand Funding, LLC, in its capacities as a lender (in such capacity, together with the other lenders from time to time party thereto, the "**Prepetition Term Loan Lenders**") and as administrative agent and collateral agent (in such capacities, the "**Prepetition Term Loan Agent**", and together with the Prepetition Term Loan Lenders, collectively, the "**Prepetition Term Loan Parties**"), the Prepetition Term Loan Lenders provided term loans to the Prepetition Term Loan Borrowers. The loans under the Prepetition Term Loan Agreement mature on June 28, 2024. As of the date hereof, the aggregate amount outstanding under the Prepetition Term Loan Agreement is approximately $32.5 million in unpaid principal.

53. Pursuant to that certain Guaranty, dated as of May 21, 2020 (as amended, modified, or otherwise supplemented from time to time), RBA Wholesale LLC, Brooks Brothers International, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., and 696 White Plains Road, LLC (the "**Prepetition Term Loan Guarantors**") have guaranteed the obligations under the Prepetition Term Loan Agreement. The outstanding obligations under the Prepetition Term Loan Agreement are secured in accordance with the terms of that certain Security Agreement, dated as of May 21, 2020 (amended, modified, or otherwise supplemented from time to time, the "**Term Loan Security Agreement**"). Pursuant to the Term Loan Security Agreement, the Prepetition Term Loan Borrowers, together with the Prepetition Term Loan Guarantors, granted to the Prepetition Term Loan Agent for the benefit of the Prepetition Term Loan Parties a first priority security interest and continuing lien on all Intellectual Property Collateral (as such term is defined in the Term Loan Security Agreement), the Term Loan Collateral Proceeds Account (as such term is defined in the Prepetition Term Loan Agreement), and all related investment property, all books and records related to the foregoing, and all collateral security and guarantees with respect to, and all proceeds of the foregoing (collectively, the "**Prepetition Term Loan Collateral**").

c. Prepetition Secured L/C Facility

54. As of the Petition Date, there is approximately $13.6 million in outstanding unpaid principal, plus accrued and unpaid interest, fees, and other amounts under that certain Uncommitted Facility Agreement, dated as of September 2, 2014 (as amended by that certain Amendment to Uncommitted Facility Agreement, dated as of March 13, 2017, and that certain Second Amendment Agreement, dated as of May 19, 2020, and as further amended, modified, or otherwise supplemented from time to time, the "**Prepetition L/C Facility Agreement**"), by and among Brooks Brothers Parent (in such capacity, the "**Prepetition L/C**

Facility Borrower") and Unicredit S.p.A. – New York Branch (the "**Prepetition L/C Facility Lender**"), pursuant to which the Prepetition L/C Facility Lender agreed to provide an uncommitted credit facility (the "**Prepetition Secured L/C Facility**"), in the form of loans to the Prepetition L/C Facility Borrower not to exceed $7,950,000 and in the form of letters of credit not to exceed, together with the aggregate amount of any loans outstanding thereunder, $13,700,000.

55. The Prepetition Secured L/C Facility is used solely for (i) short-term loans to the Prepetition L/C Facility Borrower with a maximum maturity of 30 days, (ii) continuation of certain letters of credit issued prior to and outstanding as of the date of entry into the Prepetition L/C Facility Agreement, or (iii) the issuance of letters of credit (each, an "**L/C**"). Each L/C has a maximum maturity of one year. The Prepetition Secured L/C Facility is secured by a first lien mortgage granted by Brooks Brothers Parent to the Prepetition Secured L/C Facility Lender on the facilities located in Enfield, Connecticut.

d. Mortgages

56. Haverhill Mortgage. Pursuant to that certain Mortgage and Security Agreement, dated as of January 25, 2016 (the "**Haverhill Mortgage**"), among Golden Fleece as grantor or mortgagor and JP Morgan Chase Bank, N.A. ("**JPM**") as grantee or mortgagee, JPM agreed to provide to Golden Fleece a term loan of $10 million, pursuant to that certain Term Loan and Security Agreement dated as of January 25, 2016, by and among Golden Fleece, as borrower, Brooks Brothers Parent, as guarantor, and JPM, to finance the purchase of Golden Fleece's manufacturing facility in Haverhill, Massachusetts. The mortgage obligation matures in January 2021 and bears an interest rate of approximately 6%. As of the date hereof, the aggregate amount outstanding under the Haverhill Mortgage is approximately $7 million in unpaid principal, plus accrued and unpaid interest, fees, and other amounts.

57. Clinton Mortgage. Pursuant to that certain promissory note, dated as of October 31, 2012 (the "**Clinton Promissory Note**"), issued in connection with that certain Purchase and Sale Agreement, dated as of August 28, 2012, Brooks Brothers Parent entered into a mortgage in the principal amount of $1.85 million with Dixie Development Company (the "**Clinton Mortgage**") to finance the purchase of the Debtors' manufacturing and distribution centers in Clinton, North Carolina. The mortgage obligations mature in October 2022 and bears an interest rate of 3.50% per annum. As of the Petition Date, the aggregate amount outstanding under the Clinton Promissory Note is approximately $491,000 in unpaid principal, plus accrued and unpaid interest, fees, and other amounts.

e. Japan JV Note

58. Pursuant to that certain Promissory Note, dated as of August 1, 2011 (the "**Japan JV Note**"), among Daidoh Limited ("**Daidoh**") and Brooks Brothers Parent, Brooks Brothers Parent is obligated to pay ¥545,855,933 (approximately $5 million in U.S. dollars) to Daidoh, together with interest thereon. The Japan JV Note is secured by an L/C issued under the Prepetition L/C Facility Agreement. The Japan JV Note matures on July 31, 2021, and bears interest at the one-year Japanese Government Bond interest rate as published by the Ministry of Finance of Japan, commencing on the first business day immediately preceding August 1 of each year. As of the date hereof, the aggregate principal amount outstanding under the Japan JV Note is approximately $5 million.

f. Convertible Note

59. Pursuant to that certain Securities Purchase Agreement, dated as of June 23, 2016 (the "**Securities Purchase Agreement**"), among Brooks Brothers Parent, Castle, and TAL, for consideration of $100 million, (i) Brooks Brothers Parent issued 148,025 shares of Class B Common Stock, convertible into 148,025 shares of Class A Common Stock, to Castle,

(ii) Brooks Brothers Parent agreed to issue to Castle a promissory note in the amount of $50 million dollars, convertible into 122,599 shares of Class A Common Stock, and (iii) Castle pledged its Class B Common Stock to Brooks Brothers Parent pursuant to a Share Pledge Agreement, to secure Castle's obligation to purchase the $50 million promissory note.

60. Subsequently, Castle loaned an additional $50 million to Brooks Brothers Parent, who issued that certain Convertible Promissory Note, dated as of July 3, 2017 (as amended by that certain Amended and Restated Convertible Promissory Note, dated as of June 28, 2019, the "**Convertible Note**"), pursuant to which Brooks Brothers Parent is obligated to pay $50 million of principal and accrued interest equal to 3.0% per annum. The Convertible Note is unsecured and matures on December 31, 2024. As of the date hereof, the aggregate principal amount outstanding under the Convertible Note is approximately $50 million.

g. Subordinated Notes

61. The Debtors have approximately $66.3 million in the aggregate of unsecured notes (the "**Subordinated Notes**") outstanding related to dividends declared but not yet paid to certain shareholders. Each of the Subordinated Notes are subject to (i) that certain Subordination Agreement dated as of June 28, 2019, which subordinates such obligations to the obligations under the terms of the ABL Credit Agreement, and (ii) subordination agreements dated as of July 3, 2017, that subordinate the obligations under the Subordinated Notes to the obligations under the Securities Purchase Agreement.

62. First Subordinated Note. Pursuant to that certain Third Amended and Restated Subordinated Unsecured Promissory Note, dated as of June 28, 2019, Brooks Brothers Parent is obligated to pay approximately $37.7 million to the CDV 2015 Annuity Trust or its registered assigns. The note is unsecured, bears interest at a rate of 3.0% per annum, and matures on December 31, 2024.

63. Second Trust Subordinated Note. Pursuant to that certain Third Amended and Restated Subordinated Unsecured Promissory Note, dated as of June 28, 2019, Brooks Brothers Parent is obligated to pay approximately $26.9 million to the CDV 2015 Annuity Trust or its registered assigns. The note is unsecured, bears interest at a rate of 3.0% per annum, and matures on December 31, 2024.

64. Third Subordinated Note. Pursuant to that certain Third Amended and Restated Subordinated Unsecured Promissory Note, dated as of June 28, 2019, Brooks Brothers Parent is obligated to pay approximately $1.7 million to Claudio Del Vecchio, or his registered assigns. Such note is unsecured, bears interest at a rate of 3.0% per annum, and matures on December 31, 2024.

h. Shareholder's Unsecured Promissory Note

65. Pursuant to that certain Unsecured Promissory Note, dated as of January 23, 2020, Brooks Brothers Parent borrowed $5 million from Claudio Del Vecchio at an interest rate of 9.0% per annum. The promissory note matured on February 22, 2020 and remains unpaid.

i. Intercompany Claims and Interests

66. As discussed in further detail in the Cash Management Motion (and below), the Debtors engage in intercompany transactions with each other and with certain of their non-debtor affiliates in the ordinary course of their business, which gives rise to both intercompany receivables and payables. As a result, there may be claims owing by one Debtor to another or to a non-debtor affiliate (or vice versa). All intercompany transactions generally appear in the Debtors centralized accounting system, which are recorded concurrently on the Debtors' balance sheets. These transactions are regularly reconciled and result in a net balance of zero when all intercompany accounts are consolidated.

j. General Unsecured Claims

67. In the ordinary course of business, the Debtors incur various fixed, liquidated, and undisputed payment obligations (the "**Trade Claims**") to various third-party providers of goods and services that are sold in the Debtors' stores or facilitate the Debtors' business operations. Certain of the Trade Claims (i) are entitled to statutory priority; (ii) may give rise to shippers', warehousemens', or mechanics' liens against the Debtors' property if unpaid; or (iii) may be secured by letters of credit, security deposits, or rights of setoff.

IV.
Events Leading to Commencement of Chapter 11

a. Market Conditions and Industry Trends

68. In recent years, the Company's revenues have declined, in large part due to increased competition from online retailers and general declines in the specialty retail clothing industry. The specialty retail industry is highly competitive and, in recent years, the retail industry as a whole has been challenged by shifts in consumer purchasing preferences and habits. The Debtors primarily compete with other specialty retailers, department stores, and e-commerce businesses that engage in the sale of apparel, accessories, and similar merchandise.

69. Prior to the Petition Date, the Debtors' management team made significant efforts to reduce costs, improve efficiencies, and increase brand loyalty and presence. In early 2020, the Debtors completed a comprehensive review of Brooks Brothers' business and identified a multi-year, cost-optimization, and revenue growth program with the potential to materially increase EBITDA. The Debtors anticipated expending significant efforts to optimize and simplify general and administrative expenses by reducing the Company's overhead cost-structure and streamlining corporate personnel to narrowly focus on core competencies.

b. Impact of COVID-19 and Store Closures

70. In 2019 the Debtors asked PJ Solomon to advise on multiple strategic investment initiatives and transactions, including a potential sale of the Company. Unfortunately, as PJ Solomon progressed in discussions with potential investors, the impact of COVID-19 began to materialize.

71. Beginning in late February 2020, the Debtors began to face unprecedented liquidity and operational challenges associated with the spread of COVID-19. As the pandemic spread through Asia and Europe, Brooks Brothers' international operations suffered, and the Debtors' foreign vendors found themselves unable to operate or produce and ship inventory, which led to the borrowing base under the Debtors' Prepetition ABL Facility decreasing in size, reducing the Debtors' liquidity. By March 2020, as the pandemic entered full force in North America, the Debtors were forced to close all North America stores and their headquarters consistent with governmental health guidelines and directives.

72. Since then, the Debtors have relied primarily on e-commerce sales, which have been relatively small compared to lost brick-and-mortar sales. The Debtors have been disproportionately and adversely affected by the shutdown as compared to some other retailers—with office buildings closed throughout the United States, office workers have been working remotely and demand for professional attire has become temporarily depressed. Moreover, because specialty apparel and accessories generally are discretionary purchases, consumer purchases of the Debtors' products have declined. As a result, the Debtors experienced a steep drop in revenue, with revenues from March to June 2020 estimated to have decreased approximately 76% year-over-year. The Debtors are not alone. According to the U.S. Census Bureau, men's clothing store sales were down 56.1% from February to March 2020, which

represented the largest decline of any individual type of retail business tracked in its report.[8] For March to April 2020, men's clothing store sales declined an additional 73.9%.[9]

c. Initiatives in Response to COVID-19

73. In response to COVID-19, the Debtors undertook a number of critical cost-saving initiates, including:

- Employees. The Debtors initiated a variety of temporary employee-related measures to ensure public health and safety and manage the impact of the crisis, including the Furlough Program, reducing certain employee hours, decreasing the salaries of certain field, distribution, and corporate employees, suspending the Debtors' 401(k) matching program, and suspending certain employee incentive programs.

- Suppliers. The Debtors negotiated concessions with their merchandise suppliers and reached agreements with a number of their major suppliers to defer payment of amounts outstanding for months and to reduce the amount payable by 35%, in each case with the expectation that the Debtors would be able to access new financing and utilize such financing to pay for new merchandise shipments and outstanding amounts owed, each on new and longer payment terms. Through such efforts, Brooks Brothers reduced its payables to its merchandise suppliers by over $11 million, subject to the terms of various agreements.

- Leases. The Debtors also engaged in extensive discussions with their landlords to ensure the deferral and reduction of rent while their stores remained closed. The Debtors entered into numerous amendments with their landlords. Further, beginning in early April 2020, the Debtors began to evaluate their lease portfolio to assess whether to close certain underperforming stores. Prior to the Petition Date, the Debtors moved inventory from 51 underperforming Brooks Brothers® and 5 Deconic stores to the Debtors' distribution centers and other stores, and closed (or began to close) such stores on a permanent basis.

- Manufacturing Facilities. After initially producing over 1.14 million face masks to support the then-existing U.S.-production shortfall, and failing to receive government funding, on May 14, 2020, the Debtors announced the shut-down of their three domestic manufacturing facilities.

[8] U.S. Census Bureau, Monthly Retail Trade Report (Apr. 2020), https://www.census.gov/retail/index.html. Estimates are adjusted for seasonal variations and holiday and trading-day differences, but not for price changes. Cumulative seasonally adjusted sales estimates are not tabulated.

[9] *Id.*

74. Beginning in early April 2020, after several weeks of government mandated store closures and uncertainty as to the duration and resulting impact of the pandemic, the Debtors determined they would require additional financing to fund their operations. Following a competitive process, the Debtors' obtained $20 million of financing from a Gordon Brothers affiliate.

75. The Debtors anticipated using the proceeds of such financing freely in their operations, but shortly after the closing of the financing transaction, to the Debtors' surprise, the Prepetition ABL Agent placed the Debtors in cash dominion—swept the loan proceeds—and left Brooks Brothers in severely financially distressed circumstances. For several weeks, the Prepetition ABL Agent provided funding for the Debtors' operations on a day-to-day basis. The Prepetition ABL Agent continued to charge additional reserves against the Debtors' borrowing availability and eventually refused to advance funds to the Debtors, essentially leaving the Debtors without to cash for over a week as it swept the Debtors' bank accounts.

76. Accordingly, on June 29, 2020, the Debtors obtained an additional $12.5 million in financing from Gordon Brothers (the "**Incremental Term Loan**") to bridge to these chapter 11 cases. On the same day, Prepetition ABL Agent agreed to forbear from, among other things, sweeping the proceeds of the Incremental Term Loan, and the Debtors and Prepetition ABL Agent reached an agreement on the consensual use of cash collateral in these chapter 11 cases. The Debtors intend to use the proceeds of their proposed debtor-in-possession financing facility in their cash management system without being subject to sweeps under the Prepetition ABL Credit Agreement.

77. With incremental financing in hand, the Debtors and their advisors worked to, among other things, (i) carefully manage liquidity, (ii) develop an appropriate store re-

opening plan, (iii) continue the marketing process, and (iv) obtain postpetition financing. As described above, the Debtors solicited indications of interest from bidders and financing proposals from the Debtors' existing lenders and third-parties. Prior to the Petition Date, the Debtors and their advisors, overseen and authorized by the Special Committee, negotiated the best postpetition financing for the Debtors and commenced these chapter 11 cases. The Debtors now intend to use these chapter 11 cases to secure the best value-maximizing transaction for their estate in order to ensure that Brook Brothers' historic business survives.

78. The Debtors now require immediate access to the DIP Facility to ensure (i) sufficient working capital to make critical and necessary payments to operate their business and administer their estates, (ii) a positive message to the Debtors' stakeholders, and (iii) sufficient funding to run a value-maximizing sale process. The Debtors enter chapter 11 with severely limited available liquidity. Without additional financing and the ability to use cash collateral, the Debtors will be in a negative cash position in short order. Prior to the Petition Date, the Debtors, in consultation with their advisors, reviewed and analyzed the Debtors' projected cash needs and prepared an initial DIP budget outlining the Debtors' postpetition cash need in the initial thirteen weeks of the chapter 11 cases. The DIP financing will provide the Debtors with the liquidity necessary to, among other things, make payroll and satisfy necessary working capital and general corporate purposes, including essential payments to vendors, service providers, and employees to preserve the value of their business.

79. In addition, the Debtors require access to the Prepetition ABL Collateral and Prepetition Term Loan Collateral, including cash collateral currently subject to the liens of the Prepetition ABL Parties and the Prepetition Term Loan Parties. Following an entry of an interim order, the Debtors will provide adequate protection to the Prepetition ABL Parties and

the Prepetition Term Loan Parties. Without the ability to access such cash, the Debtors will not be able to administer these chapter 11 cases and achieve a value-maximizing sale.

V.
First Day Pleadings

80. The Debtors have filed, or expect to file, with the Court First Day Pleadings seeking orders granting various forms of relief intended to stabilize the Debtors' business operations, facilitate the efficient administration of these chapter 11 cases, and expedite a swift and smooth reorganization. The First Day Pleadings include the following:

- *Motion of Debtors for Entry of Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* (the "**Joint Administration Motion**");
- *Motion of Debtors for (I) Authority to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Provide Superpriority Administrative Expense Status, (D) Grant Adequate Protection, (E) Modify the Automatic Stay, and (F) Schedule a Final Hearing and (II) Related Relief* (the "**DIP Motion**");
- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Continue Intercompany Transactions and Provide Administrative Expense Priority for Postpetition Intercompany Claims, and (D) Honor Prepetition Bank Fees; (II) Extending Time to Comply With 11 U.S.C. § 345(b); and (III) Granting Related Relief* (the "**Cash Management Motion**");
- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Reimbursable Expenses, and Other Obligations on Account of Compensation and Benefits Programs and (B) Continue Compensation and Benefits Programs, and (II) Granting Related Relief* (the "**Wages Motion**");
- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Vendor Claims and Lien Claims, (II) Confirming Administrative Expense Priority of Undisputed Outstanding Prepetition Orders, and (III) Granting Related Relief* (the "**Vendors Motion**");
- *Motion of Debtors for Entry of Interim and Final Orders (I) Approving of Debtors' Proposed Form of Adequate Assurance of Payment to Utility Providers, (II) Establishing Procedures for Determining Adequate Assurance of Payment for Future Utility Services, (III) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Service, (IV) Authorizing the Debtors to Honor Obligations to Payment Processor in the Ordinary Course of Business, and (V) Granting Related Relief* (the "**Utilities Motion**");

- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue to Maintain Their Insurance Policies and Programs and Surety Bond Program, and (B) Honor All Insurance Obligations, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* (the "**Insurance and Surety Bond Motion**");

- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Maintain and Administer Prepetition Customer Programs, Promotions, and Practices, (B) Pay and Honor Related Prepetition Obligations, and (II) Granting Related Relief* (the "**Customer Programs Motion**");

- *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Fees, and (II) Granting Related Relief* (the "**Taxes Motion**");

- *Debtors' Application for Appointment of Prime Clerk LLC as Claims and Noticing Agent* (the "**Prime Clerk Retention Application**");

- *Omnibus Motion of Debtors for Entry of Order (I) Authorizing Debtors to (A) Reject Certain Unexpired Leases of Nonresidential Real Property and (B) Abandon De Minimis Property in Connection Therewith and (II) Granting Related Relief* (the "**Lease Rejection Motion**");

- *Motion of Debtors for Entry of Order (I) Approving Procedures for Rejecting Unexpired Leases of Nonresidential Real Property and (II) Granting Related Relief* (the "**Lease Rejection Procedures Motion**");

- *Motion of Debtors for Entry of Order (I) Extending Time for Performance of Obligations Arising Under Unexpired Non-Residential Real Property Leases and (II) Granting Related Relief* (the "**Rent Suspension Motion**");[10]

- *Motion of Debtors for Entry of Orders Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Interests In and Claims Against the Debtors and Certain Worthless Stock Deduction Claims* (the "**NOL Motion**"); and

- *Motion of Debtors for Entry of Order (I) Authorizing Debtors to Redact Certain Personal Identification Information in Creditor Matrix and Certain Other Documents and (II) Granting Related Relief* (the "**Creditor Matrix Motion**").

81. The First Day Pleadings seek authority to, among other things, obtain postpetition financing, honor employee-related wages and benefits obligations, pay claims of certain vendors and suppliers critical to the Debtors' business operations, and ensure the

[10] The Debtors are not seeking any relief at the "first day" hearing with respect to the Lease Rejection Motion, Lease Rejection Procedures Motion and Rent Suspension Motion.

continuation of the Debtors' cash management system and other operations in the ordinary course of business with as minimal interruption as possible on account of the commencement of these chapter 11 cases. I believe that the relief requested in the First Day Pleadings is necessary to provide the Debtors an opportunity to work towards a successful restructuring that will inure to the benefit of each stakeholder.

82. Several of the First Day Pleadings request authority to pay certain prepetition claims against the Debtors. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first 21 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates. The Debtors will defer seeking other relief to subsequent hearings before the Court.

83. I am familiar with the content and substance of each of the First Day Pleadings and hereby reference and expressly incorporate into this Declaration the facts in each First Day Pleading with the exception of paragraphs 33, 35, 41, 46, and 58 of the DIP Motion, which rely on the Pitts Declaration. I believe approval of the relief sought in each of the First Day Pleadings is critical to the Debtors' ability to successfully implement their chapter 11 strategy, with minimal disruption to their business operations. Obtaining the relief sought in the First Day Pleadings will permit the Debtors to preserve and maximize the value of their estates for the benefit of all of their stakeholders.

84. I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed: July 8, 2020

/s/ Stephen Marotta
Stephen Marotta
Chief Restructuring Officer

Brooks Brothers Group, Inc. and its Debtor Affiliates

Exhibit A

Organizational Chart

Brooks Brothers Group, Inc.
Organizational Chart

Debtor

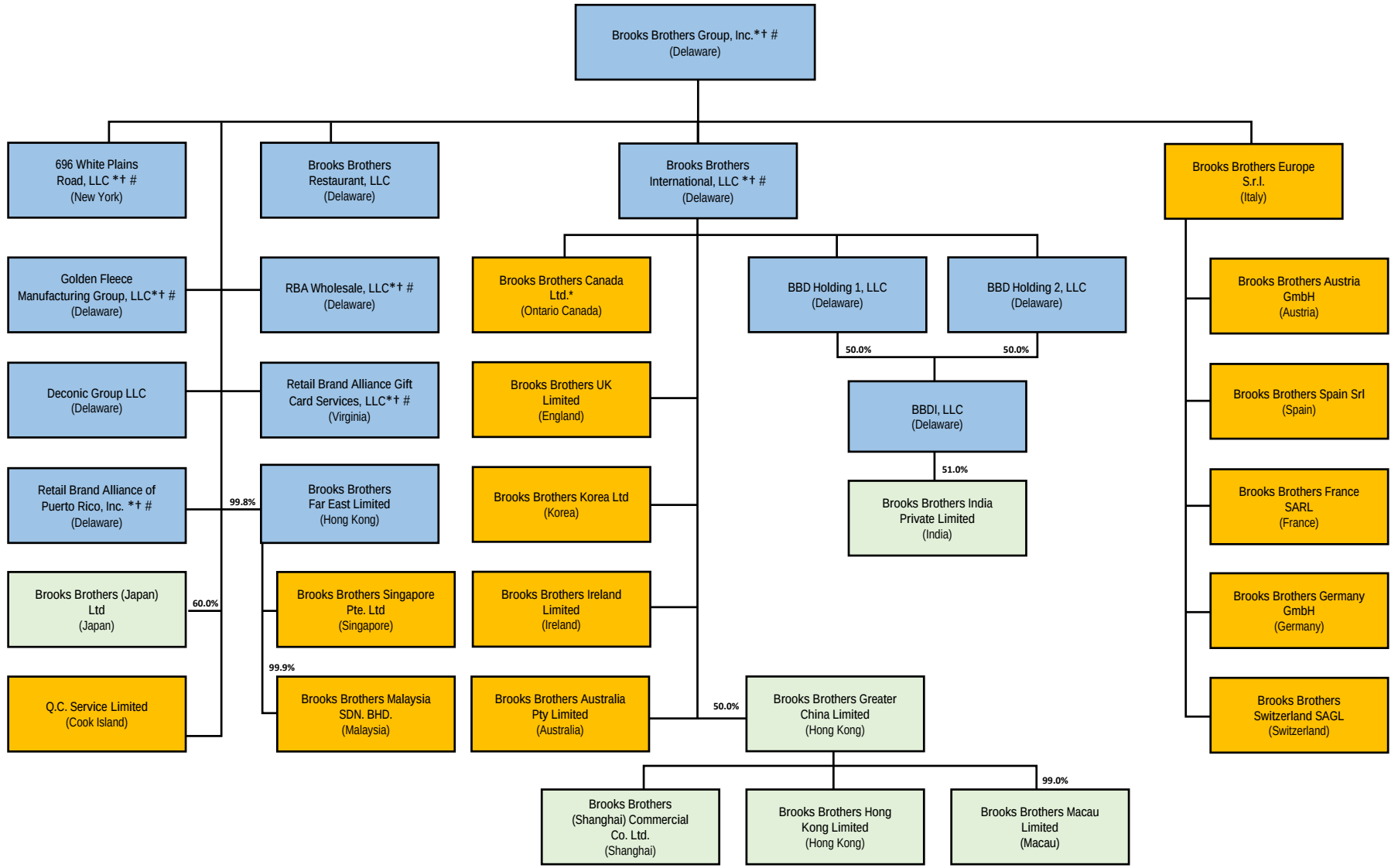
Non-Debtor

Joint Venture (and Subsidiaries Thereof)

* = Obligor Under Debtors' Prepetition ABL Facility

† = Obligor Under the Debtors' Prepetition Term Loan Facility

= Obligor Under Debtors' Proposed DIP Facility



Ownership is 100% unless otherwise indicated

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20-11785 (CSS)**
Debtors. [1]	:	**(Jointly Administered)**
	:	**Re: D.I. 570**

ORDER AUTHORIZING BROOKS BROTHERS GROUP, INC. TO ACT AS FOREIGN REPRESENTATIVE ON BEHALF OF THE DEBTORS' ESTATES PURSUANT TO 11 U.S.C. § 1505

Upon the motion (the "**Motion**")[2] of Brook Brothers Group, Inc. ("**Brooks Brothers**") and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), for entry of an order authorizing Brooks Brothers to act as Foreign Representative on behalf of the Debtors' estates in the Canadian Recognition Proceeding, all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); 696 White Plains Road, LLC (7265); and Brooks Brothers Canada Ltd. (N/A). The Debtors' corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

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

pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Motion, if necessary; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted as set forth herein.

2. Brooks Brothers is authorized, pursuant to section 1505 of the Bankruptcy Code, to act as the Foreign Representative on behalf of the Debtors' estates in the Canadian Recognition Proceeding. As Foreign Representative, Brooks Brothers shall be authorized and have the power to act in any way permitted by applicable foreign law, including, but not limited to (i) seeking recognition of these chapter 11 cases and this Court's orders in the Canadian Recognition Proceeding, (ii) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors' estates, and (iii) seeking any other appropriate relief from the Canadian Court that Brooks Brothers deems just and proper in the furtherance of the protection of the Debtors' estates.

3. This Court requests the aid and assistance of the Canadian Court to recognize these chapter 11 cases as a "foreign main proceeding" and Brooks Brothers 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 and any other orders for which recognition is sought.

4. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: September 11th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20-11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**
In re	:	**Chapter 11**
BROOKS BROTHERS CANADA LTD.,	:	**Case No. 20-12112 (CSS)**
Debtor.[2]	:	
Tax I.D. No.: N/A	:	**Re: D.I. 574**

ORDER DIRECTING THE JOINT ADMINISTRATION OF BROOKS BROTHERS CANADA LTD.'S CHAPTER 11 CASE WITH THE ORIGINAL DEBTORS' CHAPTER 11 CASES

Upon the motion (the "**Motion**")[3] of Brooks Brothers Canada Ltd. ("**BB Canada**"), for entry of an order directing the joint administration of BB Canada's chapter 11 case, for procedural purposes only, with the jointly-administered cases of the Original Debtors, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and § 1334; and the *Amended Standing*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

[2] The Debtor in this chapter 11 case does not have a federal tax identification number. The Debtor's corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

[3] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.

2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 20-11785 (CSS).

3. 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 estates.

4. The caption of the jointly administered cases shall read as follows:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20 -11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); 696 White Plains Road, LLC (7265); and Brooks Brothers Canada Ltd. (N/A). The Debtors' corporate headquarters and service address is 100 Phoenix Ave., Enfield, CT 06082.

5. A docket entry shall be made in BB Canada's chapter 11 case substantially as follows:

> An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases of Brooks Brothers Group, Inc.; Brooks Brothers Far East Limited; BBD Holding 1, LLC; BBD Holding 2, LLC; BBDI, LLC; Brooks Brothers International, LLC; Brooks Brothers Restaurant, LLC; Deconic Group LLC; Golden Fleece Manufacturing Group, LLC; RBA Wholesale, LLC; Retail Brand Alliance Gift Card Services, LLC; Retail Brand Alliance of Puerto Rico, Inc.; 696 White Plains Road, LLC; and Brooks Brothers Canada, Ltd. The docket in Brooks Brothers Group, Inc., Case No. 20-11785 (CSS) should be consulted for all matters affecting this case.

6. The Debtors are authorized to take all reasonable actions necessary or appropriate to implement the relief granted in this Order.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: September 11th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

February 7, 2020

Quote: 020720-01
Brooks Brothers

107 Phoenix ave.
Enfield, CT 06082

Attn: Paul Boutilier

RE: REMCO – BROOKS BROS– DISTRIBUTION & WAREHOUSE SERVICES

Hi Paul

We have reviewed the warehousing contract services and have adjusted the rates to reflect nominal increases in our facility costs related to rent and insurance. This along with a very competitive labor market reflect the increased cost to the business.

We have also included the work to be performed that reflects our daily processes.

Please let me know if you would like to review any aspect of this agreement. These rates will go into effect March 1 2020. I'll follow up on a few days to obtain a signed acknowledgement of this agreement or answer any questions.

Sincerely,

George Beck
Director of Sales

BROOKS BROTHERS
Customer acknowledgement of receipt of Rates Sheets

MAR 03 2020
DATE

OVERVIEW:

- Remco will provide Brooks Brothers with a full featured third party warehouse and distribution service located in Mississauga, ON and capable of rapidly fulfilling orders and managing returns.
- This proposal is for processing Brooks Brothers returns,any required store replenishment, new product replenishment and returns to the USA.
- Remco provides Brooks Brothers with a distribution solution for improved garment care, better inventory control, more responsive store replenishment, and reduced costs.
- Remco provides Brooks Brothers with an efficient integrated warehousing and transportation supply chain
- Also include is Storage pricing for Vancouver to hold Christmas fixture and decorations on shrink wrapped pallets. Maximum size 40" by 48" by" 50"

REMCO ADVANTAGES:

- A Retail like temperature controlled and secure warehouse environment
- The ability to adjust our labour force to accommodate volume fluctuations and ensure rapid delivery of merchandise to stores
- A current retail logistics center with the capacity to absorb this additional volume
- Trained and experienced labor pool, with all required material handling equipment
- Fully deployed and integrated WMS system including RF scanning for future use or integration
- Highly efficient and accurate work processes
- Rent in our facility is based on actual square foot consumption post implementation
- Multi-tenant facility offering economies of scale

WORK TO BE PERFORMED:

RETURNS

- Off load Truck, Sign BOL , verify Carton Count
- Place GOH on Rolling Racks
- Receive and sort Cartons (pre-sorted and packed at store level by commodity)
- Move cartons to dedicated space for further unpacking and inbound scan by transfer.
- Confirm receipt of goods per the original transfer documents received electronically from Brooks. Rearrange Pallets
- Document Scan and e-mail to Brooks a copy of the transport waybill or copy of tracking number, copy transfer document received, note any variances to the

Customer Initials _____

original transfer and communicate any discrepancies/damages to Brooks Brothers.

- Stage and Hold items in Racking
- Brooks sends email to isolate Returns (US Bound) and Putaway (CA) items
- Sort the items into US and CA (putaway) items
- US Items
    - Sort by Recall Number
    - Make Boxes and flat pack GOH in Specially designated GOH flat boxes.
    - Manually write the Transfer Number on flat pack cartons
    - Create Placards
    - Place placards identifying the pallets as US bound
    - On the Printout sheet Note down the pallet number the carton is on
    - Create spreadsheet detailing transfer Number and Assigned skids
    - Email Spreadsheet to customer
    - Move Rolling racks back to the Receiving Dock
- Palletize CA cartons
- Move CA items to dedicated storage area
- Open Cartons and Count the Quantity
- Sort into Fish and Wildlife items /Non FWL items using spreadsheet sent by Brooks
- Non FWL Items
    - Pack Non FWL into cartons. Make cartons
    - Palletize Non FWL cartons
    - Move Non FWL cartons into racking
    - For Non FWL items. Create spreadsheet with Transfer # and assigned Pallet Number
    - Email Spreadsheet to Brooks
- Populate inbound order template and upload in system
- Verify Inbound Order with Upload template and Perform Auto Receive
- Garments not tagged or failure to scan will be isolated into separate location and reviewed with Brooks at the time of check-in, for further instructions or clarity
- Re-scan by garment into location.
- Document scan and e-mail confirmation of receipt of each shipment to include: BOL, Scan confirmation, and any discrepancies or damages.
- Perform Visual Check.
- Verify and confirm that all suits have both pieces (jacket & trousers), and communicate any variances.

Customer Initials _____

- Put away hanging garments on GOH racking and flat units into individual pick locations
- Scan into locations for future picking
- Each flat pack location to contain open top cartons for future picking.
- Multiple skus per location
- Insert hanger if required
- If required place in polybag, apply SKU label to outside of bag, and perform minor folding.
- Apply Ticket when applicable

PICK AND SHIP

- US Items
  - Send consolidated file with A Full Truck Load of pallet information to Brooks
  - Brooks emails Remco Logistics and admin with copy of Comm Inv/ Pack Slip
  - Verify shipping request with orders in Pack and Hold
  - Pick and stage pallets for the shipment
  - Shrinkwrap pallets
  - Create Pallet Cards
  - Apply Pallet cards to the pallets
  - Create BOL and Talley Sheet. Print 2 copies
  - Move pallets to shipping Dock
  - Load pallets into Trailer. Truck arrives for Pickup. Hand Over 1 copy BOL/Tally Sheet
  - Scan BOL, Tally sheet and email to Brooks. Archive actual copies for Billing
- Receive future orders electronically into WMS
- Make cartons
- Pick, pack and scan out bound orders into cartons by store
- Pack into cartons or ship hanging
- Produce and enclose packing slip for store
- Produce and apply address label to outside of box
- Transmit outbound files electronically to Brooks Brothers in a format agreed upon for review and authorization to physically ship.
- Supply and apply over-wrap bags for GOH if needed
- Provide transportation (carton and GOH) for final delivery to store, if required
- Create BOL and print 2 copies
- If an order is Short Shipped. Perform Inventory Adjustments

Customer Initials _____

- Scan and email the copy of LP summary report/BOL/carton content report/ Inv. Adjustment Report to Brooks.
- Create the placards
- Wrap the pallets and place placards identifying the pallets
- Consolidate GOH and Flat cartons by Store
- Brooks emails when the orders should be released to ship
- Arrange transportation and Update BOL with Pickup Number (T Number)
- Move pallets / Rolling Racks to shipping Dock
- Load pallets into Trailer. Truck arrives for Pickup. Driver signs both copies of BOL. 1 copy goes with Driver
- Scan BOL and email to customer. Archive actual copy for records

KEY ASSUMPTIONS:

- Approximately 8,000 to 10,000 units (apparel and accessories) per season, two per year of recalls from retail stores
- All product coming from each store will be recalled by Commodity by transfer number.
- All Garments inbound require a barcoded hangtag.
- Provide clean, temperature controlled dedicated space with cameras.
- Any additional fencing or security improvements requested by Brooks Brothers will be invoiced at cost plus 10%
- Remco will supply IT pack including computer, printer, RF scanner(s), sticker printer and USB scanner
- Remco will utilize our WMS to receive, pick pack and ship and transfer the appropriate files to Brooks Brother's.
- Our assumption for a hanging is 8 units per linear foot of GOH
- Receiving –all the deliveries received from the stores will be processed next day depending on volumes. Processing includes sorting by style, size and colour, stickering and entering into Remco's WMS and put away
- Shipping – all pick lists received will be processed next day depending on volumes. Processing includes scanning by store and, pick and pack. Delivery to the stores will be per the Remco delivery schedule.

IT SUPPORT FEE

The monthly IT charge will include the following items.

Customer Initials _____

- Supply and Support RF scanning equipment, Label & regular printers to meet the requirement, (TBD)
- Automate the loading of Master Recall Data aka Inventory Master
- Complete Integration & automation of nightly file "CR_99048 Transfers Shipped to 6399 REMCO". This will include the required Ramp procedures,
- Developed and Deploy Outbound Order template and Ramp Process including acknowledgement back to Brooks,
- Remco will generate packing slips for all out bound orders and attached to shipments.
- Inventory files or snap shots in excel format, daily or when requested by Brooks.

Any work over and above this will be billed on an hourly rate, which is subject to Brooks written approval prior to any work being performed

In the event that actual operations are materially different than the work and assumptions described above, Remco and customer understand that pricing may need to be reviewed.

Vancouver Storage pricing

Pallet handling in	$9.50 per pallet
Pallet handling out	$9.50 per pallet
Pallet storage	$6.25 per week per pallet
Shrink wrap pallet	$7.75 per pallet

All Pallet pricing is based on pallet dimensions of 40" by 48" by 50". If Remco has to build pallets or break down the hourly rates of 38.50 will be applied (prorated in 15 mins increments)

Customer Initials _____

Pricing Sheet One

BROOKS REVISED RATE SHEETS

Rates for store returns processed upon reciept direct into dedicated space.	Price	Unit of Measure
Returns - Receive flatpack goods from stores, scan, sort by commodity and Sku, then scan into location flat (Moderate Folding included)	$ 1.14	per unit
Returns - Receive haning goods from stores, scan, sort by commodity and Sku, then scan into location Hanging	$ 1.60	per unit
Pick pack and Ship to Stores - Flat	$ 0.70	per unit
Pick pack and Ship to Stores - Hanging	$ 1.01	per unit
Re-ticketing	$ 0.64	per unit
Insert Garment in to poly bag and print and apply SKU ticket - Flat	$ 1.24	per unit
Insert Garment in to poly bag and print and apply SKU ticket - Hanging	$ 1.40	per unit
Apply Hangers	$ 0.36	per unit
Supply and Apply Label	$ 0.41	per label
Supply Overwrap bag	$ 1.01	per bag
Supply Pallet	$ 8.28	per pallet
Shrinkwrap Pallet	$ 4.89	per pallet
Prepare BOL	$ 4.25	Per BOL
Miscellaneous Warehouse Hours	$ 38.04	Per hour
Storage / Rent per square foot	$ 1.49	Per month
Storage / Per pallet (over flow from dedicated spa	$ 15.40	Per Pallet per month
Storage / Per Linear foot hanging	$ 0.72	Per linear foot
IT Equipment / Integration / Support	$ 218.70	Per month
PLEASE NOTE- Additional Receiving Charge applied if inbound inventory cannot be recevied by SKU upon arrival		
Receiving Charge	$ 1.18	Per set
Receiving Charge	$ 1.18	Per Carton

Customer Initials _____

Pricing Sheet Two

Pricing below is approved for:
Store transfers received into Canadian DC, staged, then picked and
consolidated by
Re-call, and Transfer number for forward outbound load back to Brooks US

Service Pricing	Price	Unit of Measure
Receiving Charge	$ 1.22	Per Ctn / Set
Processing Charge		
Sort, confirm full carton /set requires shipping to US. Packing slip on out side of carton	$ 1.49	Per Ctn / Set
Pull units from cartons that cannot be returned to US, Stage for further receiving into base room Inventory	$ 1.01	Per unit
Shrinkwrap Pallets	$ 4.89	Per pallet
OUTBOUND LOADING	$ 8.02	Per pallet
OUTBOUND LOADING	$ 1.38	Per set
Pack sets into Cartons and Palletize, enclose transfer paer work, write recall number on outside box	$ 1.58	Per Set
Purchase and construct cartons to pack hanging (material cost included)	$ 5.85	Per Carton

Material costs are additional unless specified:
Pallets
Corrugated
Packing slip envelopes
(Carton tape included)

Customer Initials

TERM OF AGREEMENT

The term of this contract will be ONE YEAR (the "Term")
commencing March 1 2020 thru to February 28 2021

BROOKS BROTHERS LIMITED

Per: _____
Signature
I have authority to bind the Corporation

PAUL BOUTILIER
Name (Print):

DIRECTOR
Title:

MAR 03, 2020
Date:
Title:

_____
Date:

115161 CANADA INC., d/b/a Remco

Per: _____
Signature
I have authority to bind the Corporation

_____
Name (Print):

_____
Title:

_____
Date:
Title:

_____
Date:

Customer Initials _____

SCHEDULE A – TERMS AND CONDITIONS

- Payment terms are Net 30 Days.
- Remco to receive 24 hours advance notice of all inbound freight.
- Additional work performed not outlined above will be subject to additional charges. BROOKS BROTHERS LIMITED will provide written approval prior to work being performed.
- All supplies (cartons, shrink wrap, tape etc.) purchased by Remco on behalf of **BROOKS BROTHERS LIMITED** will be charged to **BROOKS BROTHERS LIMITED** at cost plus a 15% administration fee. BROOKS BROTHERS LIMITED will approve such purchases in writing.
- Overtime charges will apply for any staffing requests for work on weekends or holidays.
- Remco will be responsible for damages or breakages due to gross negligence
- Transportation services are not included, unless specifically referenced above.
- Minimum order processing time is 24 hours. Remco may also require up to 1 week to process larger orders, or orders received during high volume periods.
- All approved administration work will be charged hourly.
- A regular skid size is 48" length x 40" wide and cannot exceed 5 feet in height. Should your pallet exceed these measurements, additional fees will apply.
- Remco acknowledges and agrees that in the event that at any time during the Term a semiannual inventory count of Products stored in the Warehouse Facilities of which count will be conducted by the Remco indicates product shrinkage in excess of 0.5% (based on total units received on a semiannual basis and opening inventory) of units physically counted (the "**Shrinkage Threshold**"), Remco will be liable to Brooks Brothers for all shrinkage in excess of the Shrinkage Threshold at Replacement Cost of the excess units comprising the shrinkage amount. For further clarity, shrinkage calculations will not apply for any units contained in sealed cartons that have not been opened or counted by Remco.
- The Parties agree that this contract is only in English.
- Remco requires full payment prior to bringing your merchandise to zero stock or a lesser value of outstanding receivables. All outstanding invoices, including the work for the final shipment must be paid in full.
- Unless explicitly stated in writing, Remco is not responsible for any compliance fines, violation fines, or other similar penalties arising from the delivery of customer products or information to any trading partner of BROOKS BROTHERS LIMITED.
- Brooks Brothers has the right to rescind this agreement with 30 days written notice for non-compliance on the part of Remco. This would include, but is not limited to,

Customer Initials _____

non-compliance by Remco of any of the functions outlined in the agreed to "work to be performed" sections of this agreement, and any violation of the Schedule A-Terms and Conditions. Brooks Brothers will provide (in writing) a 30 cure period prior to exercising the termination clause.

Insurance is not included

The attached insurance waiver describes items relating to major items (i.e. fire, large theft, floods, etc.). The enclosed waiver places care, custody and control of your goods in your insurer's hands. Please contact your insurance company to transfer your coverage to our location as we do not offer any insurance coverage. This waiver must be signed in order for us to receive and store your merchandise.

Customer Initials _____

ACKNOWLEDGEMENT AND RELEASE

TO: 115161 CANADA INC. o/a THE FASHION DISTRIBUTORS
FROM:
RE: INSURANCE

For the sum of one ($1.00) Dollar (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable consideration, the undersigned hereby acknowledges and agrees as follows:

1. 115161 Canada Inc. o/a The Fashion Distributors ("Fashion") is not responsible for any loss or damage which occurs to the undersigned's goods (the "Goods") kept in any warehouse leased or operated by Fashion (the "Premises") and it is the sole responsibility of the undersigned to insure the Goods against all damage or loss to the Goods which occurs on the premises, unless due to The Fashion Distributors negligence.

2. The undersigned hereby releases and forever discharges Fashion and its shareholders, directors, successors, officers, employees, associates, servants, agents, heirs, assigns and insurers from any and all actions, causes of action, claims, demands or losses whatsoever which it ever had, now has, or may have, or which its heirs, executors, administrators, successors and assigns hereinafter can, shall or may have for or by reason of any cause, matter or thing whatsoever relating to any and all loss or damage which occurs to the Goods while they are located on the Premises.

3. The undersigned acknowledges that it does maintain insurance for all damage or loss to the Goods and agrees to maintain such insurance in full force and effect. A copy of the undersigned's current insurance policy covering the Goods while on the Premises is enclosed with the within Acknowledgement and Release.

4. This Acknowledgement and Release shall inure to the benefit of Fashion, its successors, assigns and insurers and shall be binding upon the undersigned and each of its heirs, executors, administrators, successors and assigns.

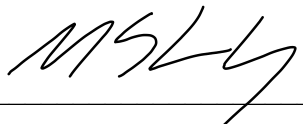
Dated this 3rd day of March, ~~2019~~ 2020

Customer Initials

THIS IS **EXHIBIT "E"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

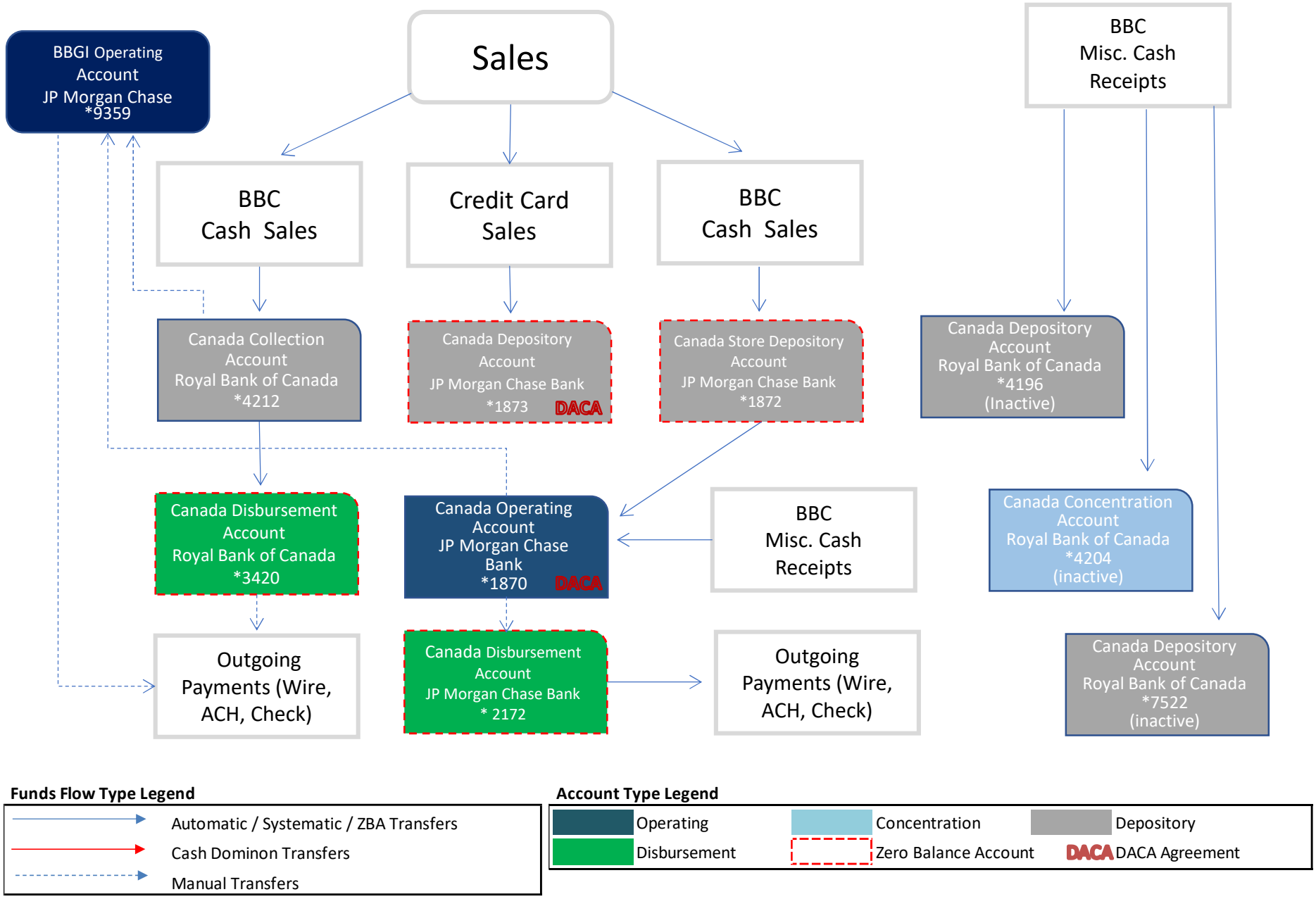
SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.



MARK SHEELEY
Commissioner for Taking Affidavits

Brooks Brothers Canada, Ltd



THIS IS **EXHIBIT "F"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

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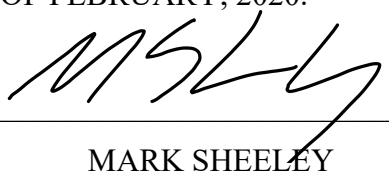

MARK SHEELEY
Commissioner for Taking Affidavits

BROOKS BROTHERS CANADA LTD

Balance Sheet
As of July 4, 2020
USD$

		UNAUDITED 7/4/2020
ASSETS		
CURRENT ASSETS:		
Cash	$	90,124.94
Accounts receivable, net		794,582.27
Merchandise inventories		8,086,781.54
Prepaid expenses and other current assets		58,281.39
Total current assets		9,029,770.13
PROPERTY, PLANT & EQUIPMENT - Net		2,774,980.14
OTHER ASSETS		987.94
TOTAL ASSETS	$	11,805,738.21
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts Payable	$	3,866,429.41
I/C DTF		761,218.33
Accrued expenses and other current liabilities		855,838.69
Total current liabilities		5,483,486.43
DEFERRED LEASE OBLIGATIONS & OTHER LONG-TERM LIABILITIES		4,539,281.06
EQUITY:		
Common stock $.10 par value; 100 shares issued and outstanding		9.28
Additional paid in capital		41,365,596.42
OCI		189,558.91
Currency translation adjustment		4,078,617.62
Accumulated earnings (deficit)		(43,850,811.52)
Total equity		1,782,970.71
TOTAL LIABILITIES AND EQUITY	$	11,805,738.21

BROOKS BROTHERS CANADA LTD

Statement of Operations
For the eleven months ended July 4, 2020
USD$

	UNAUDITED 7/4/2020
NET SALES	$ 14,362,008.15
COST OF SALES	6,926,251.50
Gross profit	7,435,756.65
STORE SELLING AND DIRECT EXPENSES	10,727,438.15
GENERAL AND ADMINISTRATIVE EXPENSES	387,371.63
Operating loss	(3,679,053.13)
INTEREST INCOME	1,935.92
LOSS	$ (3,677,117.21)

THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

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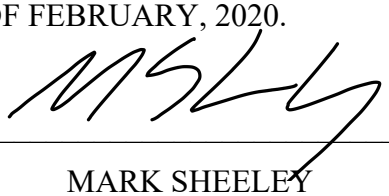

MARK SHEELEY
Commissioner for Taking Affidavits

RUN NUMBER : 231
RUN DATE : 2020/08/18
ID : 20200818161001.64

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3479)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : BROOKS BROTHERS CANADA LTD.

FILE CURRENCY : 17AUG 2020

ENQUIRY NUMBER 20200818161001.64 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER, HOSKIN & HARCOURT LLP - EUGENE WILLIAMS

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj5 06/2019)

Ontario

202

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BROOKS BROTHERS CANADA LTD.
FILE CURRENCY : 17AUG 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 752412222

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20190618 0958 1590 9046	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	BROOKS BROTHERS CANADA LTD.				ONTARIO CORPORATION NO.	
04		ADDRESS	346 MADISON AVENUE			NEW YORK	NY	10017
05		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	DEBTOR NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT					
09		ADDRESS	ONE BOSTON PLACE, 18TH FLOOR			BOSTON	MA	02108

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		BLAKE, CASSELS & GRAYDON LLP (C.WONG/MRO)		
17		ADDRESS	4000 COMMERCE COURT WEST, 199 BAY STREET TORONTO	ON	M5L 1A9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fu 06/2019)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : BROOKS BROTHERS CANADA LTD.
FILE CURRENCY : 17AUG 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
752412222	20190618 0958 1590 9046			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj5 06/2019)

Ontario

THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

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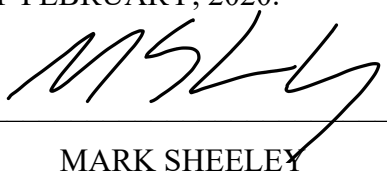

MARK SHEELEY
Commissioner for Taking Affidavits

CREDIT AGREEMENT

Dated as of June 28, 2019

among

BROOKS BROTHERS GROUP, INC.,
as the Lead Borrower

For

The Borrowers Named Herein

The Guarantors Named Herein

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent, L/C Issuer and Swing Line Lender,

and

The Other Lenders Party Hereto,

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent, and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Sole Lead Arranger and Sole Bookrunner

TABLE OF CONTENTS

SCHEDULES

EXHIBITS

Form of

CREDIT AGREEMENT

This CREDIT AGREEMENT ("Agreement") is entered into as of June 28, 2019, among

BROOKS BROTHERS GROUP, INC., a Delaware corporation (the "Lead Borrower"),

the Persons named on Schedule 1.01 hereto (collectively, the "Borrowers"),

the Persons named on Schedule 1.02 hereto (collectively, the "Guarantors"),

each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent, L/C Issuer and Swing Line Lender;

The Borrowers have requested that the Lenders provide a revolving credit facility and a "first-in-last-out" term loan facility, and the Lenders have indicated their willingness to lend and the L/C Issuer has indicated its willingness to issue Letters of Credit, in each case on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL License" means, collectively, the irrevocable royalty-free worldwide licenses granted by the Loan Parties to the Agent pursuant to Section 6.1 of the US Security Agreement and Section 6.1 of the Canadian Security Agreement.

"ACH" means automated clearing house transfers.

"Accommodation Payment" as defined in Section 10.22(d).

"Account" has the meaning set forth in the UCC or PPSA, as applicable, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, (e) for energy provided or to be provided, (f) for the use or hire of a vessel under a charter or other contract, (g) arising out of the use of a credit or charge card or information contained on or for use with the card, or (h) as winnings in a lottery or other game of chance operated or sponsored by a state or Canadian province, governmental unit of a state or Canadian province, or person licensed or authorized to operate the game by a state, Canadian province or governmental unit of a state or Canadian province. The term "Account" includes health-care-insurance receivables other than of a Canadian Guarantor.

"Account Debtor" means any Person obligated on an Account.

"Acquisition" means, with respect to any Person (a) an investment in, or a purchase of, a Controlling interest in the Equity Interests of any other Person, (b) a purchase or other acquisition of all or

substantially all of the assets or properties of, another Person or of any business unit, division or line of business of another Person, (c) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or of any business unit, division or line of business of another Person, or a Controlling interest in the Equity Interests, of any Person, or (d) any acquisition of any Store locations of any Person, in each case in any transaction or group of transactions which are part of a common plan.

"Additional Commitment Lender" shall have the meaning provided in Section 2.15.

"Additional Stockholder Subordinated Debt" means Indebtedness of the Lead Borrower (x) incurred after the Closing Date and owed to one or more holders of the Equity Interests of the Lead Borrower, who are (or who, on or prior to the date on which such Additional Stockholder Subordinated Debt is incurred, become, by joinder or otherwise) parties to the Affiliate Subordination Agreement or another subordination agreement substantially the same as the Affiliate Subordination Agreement as "Subordinated Creditors" thereunder; provided, that, in the event that such Indebtedness results in Affiliate Subordinated Debt being provided by more than one holder of the Equity Interests of the Lead Borrower, such holders may separately agree solely among themselves as to subordination and seniority of their Indebtedness as long as in all events all such holders are "Subordinated Creditors" under the Affiliate Subordination Agreement or such other substantially similar subordination agreement, (y) which is unsecured, and (z) having (i) an interest rate not greater than the Existing Affiliate Subordinated Debt, (ii) a maturity date no earlier than the Existing Affiliate Subordinated Debt, and (iii) other terms that are (A) substantially the same as the Existing Affiliate Subordinated Debt or (B) reasonably acceptable to Agent in its Permitted Discretion; provided, that, such interest rate may in any event be at least equal to the "Applicable Federal Rate" most recently published by the IRS as of the date of the issuance of such Indebtedness.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Agent.

"Affiliate" means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified (and if that Person is an individual, including any member of the Family Group), (ii) any director, officer, managing member, partner, trustee, or beneficiary of that Person, (iii) any other Person directly or indirectly holding 10% or more of any class of the Equity Interests of that Person, and (iv) any other Person 10% or more of any class of whose Equity Interests is held directly or indirectly by that Person.

"Affiliate Subordinated Debt" means the Existing Affiliate Subordinated Debt and any Additional Stockholder Subordinated Debt.

"Affiliate Subordination Agreement" means the Subordination Agreement dated as of the Closing Date, among the holders of the Existing Affiliate Subordinated Debt, the Agent and the Loan Parties.

"Agent" means Wells Fargo in its capacity as administrative agent and collateral agent under any of the Loan Documents, or any successor thereto.

"Agent Parties" shall have the meaning specified in Section 10.02(c).

"Agent's Office" means the Agent's address and account as set forth on Schedule 10.02, or such other address or account as the Agent may from time to time notify the Lead Borrower and the Lenders.

"Aggregate Commitments" means the sum of all the Aggregate Revolving Commitments of the Revolving Lenders and the Aggregate FILO Commitments of the FILO Lenders. As of the Closing Date, the Aggregate Commitments are $315,000,000.

"Aggregate FILO Commitments" means the aggregate amount of the FILO Commitments. As of the Closing Date, the Aggregate FILO Commitments are $15,000,000.

"Aggregate Loan Cap" means, at any time, the sum of (a) the Revolving Loan Cap (without giving effect to the FILO Reserve) plus (b) the lesser of (x) the Total FILO Outstandings and (y) the FILO Borrowing Base at such time.

"Aggregate Revolving Commitments" means the aggregate amount of the Revolving Commitments. As of the Closing Date, the Aggregate Revolving Commitments are $300,000,000.

"Agreement" means this Credit Agreement.

"Allocable Amount" has the meaning specified in Section 10.22(d).

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, the Corruption of Foreign Public Officials Act (Canada), and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Lenders" means the Required Lenders, the Required FILO Lenders, the Required Revolving Lenders, all affected Lenders, or all Lenders, as the context may require.

"Applicable Margin" means, the percentages set forth in the pricing grid below:

REVOLVING LOANS		FILO LOANS		LETTERS OF CREDIT
LIBOR RATE LOANS	BASE RATE LOANS	LIBOR RATE LOANS	BASE RATE LOANS	
1.25%	0.25%	2.25%	1.25%	1.25%

"Applicable Percentage" means, as applicable and as the context may require, (a) with respect to any Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Lender's Revolving Commitment at such time (or, at any time on or after the Termination Date, the percentage obtained by dividing the aggregate principal balance of the outstanding Revolving Loans owing to such Revolving Lender by the aggregate principal balance of the Total Revolving Outstandings), (b) with respect to any FILO Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate FILO Commitments represented by such Lender's FILO Commitment at such time (or, at any time on or after funding of the FILO Loans on the Closing Date, the percentage obtained by dividing the aggregate principal balance of the outstanding FILO Loans owing to such FILO Lender by the aggregate principal balance of the Total FILO Outstandings), or (c) with respect to all Lenders at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments (and, at any time on or after funding of the FILO Loans on the Closing Date, the outstanding

FILO Loans owing to all Lenders) represented by such Lender's Commitments (and, at any time on or after funding of the FILO Loans on the Closing Date, the outstanding FILO Loans owing to such Lender) at such time. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, (c) an entity or an Affiliate of an entity that administers or manages a Lender or (d) the same investment advisor or an advisor under common control with such Lender, Affiliate or advisor, as applicable.

"Arranger" means Wells Fargo in its capacities as sole lead arranger and sole book manager.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Agent, in substantially the form of Exhibit E or any other form approved by the Agent.

"Audited Financial Statements" means the audited consolidated balance sheet of the Lead Borrower and its Subsidiaries for the Fiscal Year ended August 4, 2018, and the related consolidated statements of income or operations, Shareholders' Equity and cash flows for such Fiscal Year of the Lead Borrower and its Subsidiaries, including the notes thereto.

"Availability Period" means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06, and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Product Obligations" means any obligation on account of any transaction with a Bank Product Provider, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time; provided, that, in order for any item described in the definition of Bank Products to be the basis for "Bank Product Obligations", (a) if the applicable Bank Product Provider is Wells Fargo or its Affiliates, then, if reasonably requested by the Agent, the Agent shall have received a Bank Product Provider Letter Agreement within ten (10) Business Days after the date of such request, or (b) if the applicable Bank Product Provider is any other Person, the Agent shall have received a Bank Product Provider Letter Agreement on the Closing Date in the case of any Bank Product

in effect on the Closing Date or within ten (10) Business Days after the date of the provision of the applicable Bank Product to any Loan Parties or their Subsidiaries, as applicable.

"Bank Product Provider" means the Agent, any Lender or any Affiliate of Agent or any such Lender (determined at the time the relevant Bank Product Letter Agreement is entered into) that provides any Bank Products or Cash Management Services to a Loan Party.

"Bank Product Provider Letter Agreement" means a letter agreement, which shall be substantially in the form of Exhibit K hereto, duly executed by the applicable Bank Product Provider, the applicable Loan Party, and the Agent.

"Bank Products" means any services or facilities provided to any Loan Party by the Agent or any of its Affiliates (but excluding Cash Management Services) including, without limitation, on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, (f) print services, and (g) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication.

"Bank Products Reserves" means, as of any date of determination, those Reserves that Agent deems necessary or appropriate to establish in respect of Bank Products then provided or outstanding (based upon the applicable Bank Product Provider's determination of the liabilities and obligations of each Loan Party and its Subsidiaries in respect of Bank Product Obligations owing to it and subject, as applicable, to the terms of the Bank Product Provider Letter Agreement).

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate *plus* 0.50%, (b) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis), *plus* one percentage point, and (c) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate", with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate (and, if any such announced rate is below zero, then the rate determined pursuant to this clause (c) shall be deemed to be zero).

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"BB Canada" means Brooks Brothers Canada Ltd., an Ontario corporation.

"BB Far East" means Brooks Brothers Far East Limited, an entity organized under the laws of Hong Kong, and a wholly-owned Subsidiary of the Lead Borrower.

"BB Far East Inventory Agreement" means the Master Sale of Goods Agreement between the Lead Borrower and BB Far East effective as of August 2, 2014 and any substantially similar agreement between any Loan Party and BB Far East that may be entered into from time to time.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Blocked Account" has the meaning provided in Section 6.13(a)(ii).

"Blocked Account Agreement" means with respect to an account established by a Loan Party, an agreement, in form and substance satisfactory to the Agent, establishing control of such account by the Agent pursuant to Section 9-104 of the UCC or other applicable section of the UCC or pursuant to the PPSA, if applicable, and better evidencing Agent's Lien on such account, and whereby the bank maintaining such account agrees, upon the occurrence and during the continuance of a Cash Dominion Event, to comply only with the instructions originated by the Agent without the further consent of any Loan Party.

"Blocked Account Bank" means each bank with whom deposit accounts are maintained and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

"Borrower Materials" has the meaning specified in Section 6.01.

"Borrowers" has the meaning specified in the introductory paragraph hereto. As of the Closing Date, the Borrowers are the Lead Borrower, RBA Wholesale, LLC, and Golden Fleece Manufacturing Group, LLC.

"Borrowing" means, as applicable and as the context may require, (a) Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of LIBOR Rate Loans, as to which a single Interest Period is in effect, (b) FILO Loans of the same Type, made, converted or continued on the same date and, in the case of LIBOR Rate Loans, as to which a single Interest Period is in effect, (c) a Swing Line Loan, and/or (d) a Protective Advance.

"Borrowing Base Certificate" means a certificate, signed and certified as accurate and complete by a Financial Officer of the Lead Borrower, in substantially the form of Exhibit F (with such changes thereto as may be required by the Agent in its Permitted Discretion from time to time to reflect the components of and reserves against the Revolving Borrowing Base and FILO Borrowing Base as provided for hereunder) or another form that is acceptable to the Agent in its Permitted Discretion.

"Borrowing Base Reporting Date" means the last day of each Fiscal Month of the Lead Borrower; provided, that, during any Enhanced Reporting Period, each Saturday shall also be a Borrowing Base Reporting Date.

"Burdensome Restrictions" means any consensual encumbrance or restriction of the type described in Sections 7.10(a) or (b).

"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 where the Agent's Office is located and, if such day relates to any LIBOR Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank market.

"CAD" or "Canadian Dollars" or "Cdn$" means the lawful currency of Canada.

"Canadian Benefit Plans" means any 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, supplemental pension, bonus, profit sharing, severance, deferred compensation, stock compensation, retirement or savings benefits, under which any Loan Party or any Subsidiary of any Loan Party has any liability with respect to any Canadian employee or former Canadian employee, but excluding any Canadian Pension Plans.

"Canadian Concentration Account" has the meaning provided in Section 6.13(d).

"Canadian Defined Benefit Plan" has the meaning assigned to such term in Section 5.10.

"Canadian Domestic Subsidiary" means a Subsidiary of the Lead Borrower organized under the federal laws of Canada or a jurisdiction located in Canada.

"Canadian Guarantee" means that certain Canadian Guarantee dated as of the Closing Date, among BB Canada, the other Canadian Guarantors from time to time party thereto and the Agent.

"Canadian Guarantor" means BB Canada and each other Canadian Domestic Subsidiary who has from time to time guaranteed the Obligations. As of the Closing Date the Canadian Guarantor is BB Canada.

"Canadian Hypothec" means, individually and collectively as the context may require, any deed of hypothec entered into by any Canadian Guarantor pursuant to the terms of this Agreement, or any other Loan Document.

"Canadian Pension Plans" means each "registered pension plan", as such term is defined in subsection 248(1) of the ITA that is sponsored, administered or contributed to by BB Canada or any other Loan Party or any Subsidiary of any Loan Party for its Canadian employees or former Canadian employees, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

"Canadian Security Agreement" means that certain Canadian Security Agreement, dated as of the Closing Date, among BB Canada, the other Canadian Guarantors from time to time party thereto and the Agent.

"Capital Expenditures" means, with respect to any Person for any period, (a) all expenditures made (whether made in the form of cash or other property) or costs incurred for the acquisition or improvement of fixed or capital assets of such Person (excluding normal replacements and maintenance which are properly charged to current operations), in each case that are (or should be) set forth as capital expenditures in a Consolidated statement of cash flows of such Person for such period, in each case prepared in accordance with GAAP, and (b) Capital Lease Obligations incurred by a Person during such period.

"Capital Lease Obligations" means, with respect to any Person for any period, 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 liabilities on a balance sheet of such Person under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Collateral Account" means a non-interest bearing account established by one or more of the Loan Parties with Wells Fargo, and in the name of, the Agent (or as the Agent shall otherwise direct) and

under the sole and exclusive dominion and control of the Agent, in which deposits are required to be made in accordance with Section 2.03(k) or 8.02(a)(iii).

"Cash Collateralize" has the meaning specified in Section 2.03(k). Derivatives of such term have corresponding meanings.

"Cash Dominion Event" means either (i) the occurrence and continuance of any Event of Default, or (ii) the failure of the Borrowers to maintain Excess Availability of the greater of at least (a) $25,000,000 for four (4) consecutive Business Days, or (b) 12.50% of the Aggregate Loan Cap. For purposes of this Agreement, the occurrence of a Cash Dominion Event shall be deemed continuing at the Agent's option (i) so long as such Event of Default has not been waived, and/or (ii) if the Cash Dominion Event arises as a result of the Borrowers' failure to achieve Excess Availability as required hereunder, until Excess Availability has exceeded the greater of (x) 12.50% of the Aggregate Loan Cap or (y) $25,000,000 for sixty (60) consecutive calendar days, in which case a Cash Dominion Event shall no longer be deemed to be continuing for purposes of this Agreement; provided, that, a Cash Dominion Event shall be deemed continuing (even if an Event of Default is no longer continuing and/or Excess Availability exceeds the required amount for sixty (60) consecutive calendar days) at all times after a Cash Dominion Event has occurred and been discontinued on four (4) occasion(s) after the Closing Date. The termination of a Cash Dominion Event as provided herein shall in no way limit, waive or delay the occurrence of a subsequent Cash Dominion Event in the event that the conditions set forth in this definition again arise.

"Cash Equivalents" means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or the Canadian Government, or issued by an agency thereof and backed by the full faith and credit of the United States Government or the Canadian Government, as the case may be, in each case maturing within one year after the date of acquisition thereof;

(b) commercial paper maturing no more than nine months after the date of creation thereof and, at the time of acquisition, having the highest rating obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then the highest rating from such other nationally recognized rating services acceptable to the Agent);

(c) certificates of deposit, guaranteed investment certificates or bankers acceptances denominated in Dollars or Canadian Dollars and maturing within one hundred eighty (180) 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 the laws of Canada or any province thereof, in each case having combined capital and surplus of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above of the 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 the laws of Canada or any province thereof, in each case having combined capital and surplus of not less than $500,000,000; and

(e) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"Cash Management Reserves" means such reserves as the Agent, from time to time, determines in its discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means any cash management services or facilities, including, without limitation: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) credit or debit cards, (d) any services related to the acceptance and/or processing of payment cards or devices, and (e) purchase cards, in each case, provided to any Loan Party by the Agent or any of its Affiliates, including without limitation, Wells Fargo Merchant Services, L.L.C., or any Lender and its Affiliates.

"CFC" means a controlled foreign corporation (as that term is defined in the Code) in which any Loan Party is a "United States shareholder" within the meaning of Section 951(b) of the Code.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) 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 or issued.

"Change in Control" means (a) the Ownership Group shall cease to own, free and clear of all Liens or other encumbrances, at least 66 2/3% of the outstanding voting Equity Interests of the Lead Borrower on a fully diluted basis; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Lead Borrower by Persons who were neither (i) nominated by the board of directors of the Lead Borrower nor (ii) appointed by directors so nominated; (c) the acquisition of direct or indirect Control of the Lead Borrower by any Person or group other than the Ownership Group; or (d) the Lead Borrower shall cease to own, directly or indirectly, free and clear of all Liens or other encumbrances, 100% of the outstanding voting Equity Interests of the other Loan Parties on a fully diluted basis, other than Deconic following the consummation of the Deconic Disposition.

"Closing Date" means June 28, 2019.

"Code" means the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended and in effect.

"Collateral" means (a) all Accounts (including Credit Card Accounts Receivable); (b) all Inventory; (c) cash, money and Cash Equivalents; (d) all (x) bank accounts and deposit accounts (including all DDAs) and lockboxes and all money, cash, checks, other negotiable instruments, funds and other evidences of payments held therein, (y) Securities Accounts, security entitlements and securities credited to such Securities Accounts and (z) commodity accounts and commodity contracts credited thereto, and, in each case, all cash, money, cash equivalents, checks and other property held therein or credited thereto (other than, in each case, any Specified Excluded Account); (e) all documents, instruments (including promissory notes), rights under contracts, chattel paper (including tangible chattel paper and electronic chattel paper) and commercial tort claims evidencing or governing any of the foregoing; (f) all supporting obligations and rights under letters-of-credit relating to the foregoing; (g) all books and records relating to the foregoing

(including all books, databases, customer lists, engineer drawings, and records, whether tangible or electronic, which contain any information relating to any of the items referred to the foregoing); and (h) all collateral security and guarantees with respect to, and all products and proceeds of, any of the foregoing (including, without limitation, all cash, money, cash equivalents, insurance proceeds (including specifically all business interruption insurance proceeds), intangibles, instruments, securities, and financial assets). Notwithstanding the foregoing, Collateral shall not include, for the avoidance of any doubt, (i) proceeds from the issuance and sale of Equity Interests by the Lead Borrower to the extent such proceeds are cash and Cash Equivalents held in a Segregated Equity Proceeds Account or (ii) proceeds from the sale of assets of any Loan Party that do not constitute Accounts, Credit Card Accounts Receivable, Inventory or other Collateral to the extent such proceeds are cash and Cash Equivalents held in a Segregated Non-Collateral Proceeds Account.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Agent executed by (a) a bailee or other Person in possession of Collateral, or (b) any landlord (or mortgagee) of Real Estate leased or owned by any Loan Party, pursuant to which, in each case, such Person (i) acknowledges the Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Agent with access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord or mortgagee, provides the Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Agent as the Agent may reasonably require.

"Commercial Letter of Credit" means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by a Loan Party in the ordinary course of business of such Loan Party.

"Commercial Letter of Credit Agreement" means the Commercial Letter of Credit Agreement relating to the issuance of a Commercial Letter of Credit in the form from time to time in use by the L/C Issuer.

"Commitment" means, as applicable and as the context may require, (a) a FILO Commitment and/or a Revolving Commitment, or (b) the Aggregate FILO Commitments and/or the Aggregate Revolving Commitments.

"Commitment Fee Percentage" means 0.20% per annum:

"Commitment Increase" has the meaning specified in Section 2.15(b)(i).

"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.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Concentration Account" has the meaning provided in Section 6.13(d).

"Consent" means actual consent given by a Lender from whom such consent is sought; or the passage of seven (7) Business Days from receipt of written notice to a Lender from the Agent of a proposed course of action to be followed by the Agent without such Lender's giving the Agent written notice of that Lender's objection to such course of action.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the

consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

"Consolidated EBITDA" means, for any period, for the Lead Borrower and its Subsidiaries on a Consolidated basis, Consolidated Net Income for such period, plus

(a) without duplication and to the extent deducted (and (x) not previously added back with respect to expense items, and (y) not previously subtracted with respect to income items) in determining such Consolidated Net Income, the sum of

(i) Consolidated Interest Charges, net of interest income,

(ii) Consolidated income tax expense for such period (including any tax benefit for such period),

(iii) all amounts attributable to depreciation and amortization for such period,

(iv) any (A) other non-cash charges (other than the write-down or write-off of current assets, any additions to bad debt reserve or bad debt expense or any accruals for estimated sales discounts, returns or allowances) for such period (B) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities and (C) income (loss) attributable to deferred compensation plans or trusts,

(v) any losses for such period attributable to early extinguishment of Indebtedness or obligations under any Swap Contract,

(vi) any costs, fees, losses and expenses paid in connection with, and other unusual or non-recurring charges (or losses) relating to, the Transactions in each case, paid,

(vii) (A) any cash portion of net after-tax extraordinary, unusual or nonrecurring losses, costs, charges or expenses (including, without limitation, restructuring, business optimization costs, charges or reserves outside the ordinary course of business and costs and expenses related to Permitted Acquisitions), and (B) write-down or write-off of current assets, any additions to bad debt reserve or bad debt expense or any accruals for estimated sales discounts, returns or allowances, provided, that, the aggregate amount added back pursuant to this clause (vii) may not exceed 10% of Consolidated EBITDA for such period (prior to giving effect to any increase pursuant to this clause (a)(vii)), and minus

(b) without duplication:

(i) to the extent not deducted in determining such Consolidated Net Income, all cash payments made during such period on account of non-cash charges that were or would have been added to Consolidated Net Income pursuant to clauses (a)(iv), (a)(v), or (a)(vii)(B) above in such period or in a previous period, and

(ii) to the extent included in determining such Consolidated Net Income, (A) any extraordinary gains and all non-cash items of income (other than normal accruals in the ordinary course of business) for such period and (B) any gains for such period

attributable to early extinguishment of Indebtedness or obligations under any Swap Contract;

all determined on a Consolidated basis in accordance with GAAP; provided, that, Consolidated EBITDA shall be calculated so as to exclude the effect of (x) any gain or loss that represents after-tax gains or losses attributable to any sale, transfer or other disposition of assets by the Lead Borrower or any Subsidiary, other than dispositions in the ordinary course of business, and (y) purchase accounting adjustments related to any Permitted Acquisition, which adjustments are made within the applicable measurement period and within one year of the effective date of the consummation of such Permitted Acquisition, to the extent such adjustments are not taken into account in the calculation of Consolidated Net Income.

"Consolidated Fixed Charge Coverage Ratio" means, for any period, the ratio of (a) (i) Consolidated EBITDA for such period minus (ii) Capital Expenditures for such period (except to the extent financed with long-term Indebtedness (other than Revolving Loans or FILO Loans)), to (b) Consolidated Fixed Charges for such period.

"Consolidated Fixed Charges" means, for any period, the sum, without duplication, of (a) Consolidated Interest Charges paid in cash during such period, (b) scheduled principal payments on Indebtedness for borrowed money (including scheduled payments of Capital Lease Obligations) during such period, (c) expense for taxes paid in cash during such period, (d) Restricted Payments paid in cash during such period, and (e) Permitted Debt Prepayments made during such period.

"Consolidated Interest Charges" means, for any period, total interest expense (including that attributable to Capital Lease Obligations and Synthetic Lease Obligations) of the Lead Borrower and its Subsidiaries for such period with respect to all outstanding Indebtedness of the Lead Borrower and its Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptances and net costs under Swap Contracts in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP), calculated on a Consolidated basis in accordance with GAAP.

"Consolidated Leverage Ratio" means, as of any date, the ratio of (a) Total Indebtedness as of such date to (b) Consolidated EBITDA for the Measurement Period of the Lead Borrower most recently ended on or prior to such date.

"Consolidated Net Income" means, for any period, the net income or loss of the Lead Borrower and its Subsidiaries for such period determined on a Consolidated basis in accordance with GAAP without deduction for the net income (or loss) attributable to non-controlling interests in less than wholly-owned Subsidiaries; provided, that, there shall be excluded (a) the income of any Person (other than the Lead Borrower) that is not a Subsidiary except to the extent of the amount of cash dividends or similar cash distributions actually paid by such Person to the Lead Borrower or, subject to clause (b) below, any of the Subsidiaries during such period, and (b) the income of, and any amounts referred to in clause (a) above paid to, any Subsidiary (other than a Loan Party) to the extent that, on the date of determination, the declaration or payment of cash dividends or similar cash distributions by such Subsidiary is restricted by operation of the terms of its organizational documents or any agreement, instrument, judgment, decree, statute, rule or regulation applicable to such Subsidiary.

"Cost" means the lower of cost or market value of Inventory, based upon the Borrowers' or BB Canada's (as applicable) accounting practices, known to the Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrowers and BB Canada, the Borrowers' and BB Canada's purchase journals or the Borrowers' and BB Canada's stock ledger.

"Credit Card Accounts Receivables" means any Accounts (including, Payment Intangibles) due to any Borrower or BB Canada from a Credit Card Issuer or a Credit Card Processor resulting from charges by a customer of the Borrowers or BB Canada on credit or debit cards issued, including private label credit cards of the Lead Borrower or BB Canada issued under non-recourse arrangements substantially similar to those in effect on the Closing Date by such Credit Card Issuer in connection with the sale of goods by the Borrowers and BB Canada, or services provided by the Borrowers and BB Canada, in each case in the ordinary course of their business.

"Credit Card Agreement" means any agreement between the Lead Borrower, 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 the Borrowers or BB Canada through debit cards or credit cards), on the other hand.

"Credit Card Issuer" shall mean any person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche, PayPal, Synchrony Bank, and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by the Agent.

"Credit Card Notifications" means each credit card notification, substantially in the form attached hereto as Exhibit G or otherwise in form and substance reasonably satisfactory to the Agent, executed and delivered by a Borrower or BB Canada, as applicable, to Credit Card Issuers or Credit Card Processors that are party to any Credit Card Agreement.

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Extensions" mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Party" or "Credit Parties" means (a) individually, (i) each Lender and its Affiliates, (ii) the Agent, (iii) each L/C Issuer, (iv) the Arranger, (v) each beneficiary of each indemnification obligation undertaken by any Loan Party under any Loan Document, (vi) any other Person to whom Obligations under this Agreement and other Loan Documents are owing, and (vii) the successors and assigns of each of the foregoing, and (b) collectively, all of the foregoing.

"Credit Party Expenses" means, without limitation, (a) (i) the reasonable and documented out-of-pocket costs and expenses incurred by the Agent and its Affiliates in connection with the administration, syndication and amending of this Agreement and the other Loan Documents (including without limitation, reasonable and documented fees, charges and disbursements of legal counsel of Agent, limited to one single firm of primary counsel and one local counsel in each relevant jurisdiction), (ii) the reasonable and documented out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (iii) the reasonable and documented out-of-pocket expenses incurred by the Agent, the L/C Issuer, and the Lenders in connection with the enforcement, collection and protection of rights of the Agent, the L/C Issuer, and the Credit Parties (including all such out-of-pocket expenses incurred during any workout, restructuring or related negotiations; and including without limitation, reasonable and documented fees, charges and disbursements of legal counsel of such Persons, limited to one single firm of primary counsel for all such

Persons and one local counsel in each relevant jurisdiction for all such Persons; provided, that, solely in the event of any actual or perceived conflict of interest arising among such Agent, L/C Issuer, and/or Lenders during or in connection with the enforcement, collection and protection of the Agent's, L/C Issuer's and/or Credit Parties' rights under the Loan Documents, one additional counsel of each such Person and, if applicable, one additional local counsel of each such Person in each relevant jurisdiction, shall qualify as Credit Party Expenses hereunder), (b) charges and expenses in connection with any filings and searches in connection therewith, (c) taxes in connection with any recordings and registrations, and (d) charges and expenses in connection with appraisals and field examinations.

"Customs Broker/Carrier Agreement" means an agreement among a Borrower or BB Canada, a customs broker, freight forwarder, consolidator or carrier, and the Agent, in which the customs broker, freight forwarder, consolidator or carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Agent and agrees, upon notice from the Agent, to hold and dispose of the subject Inventory solely as directed by the Agent, in form and substance reasonably satisfactory to the Agent (it being acknowledged and agreed that (a) (x) the forms of the In Transit Inventory Agreements entered into with Emo Trans and BOC International pursuant to the Existing Credit Agreement are reasonably satisfactory to the Agent and (y) solely with respect to Expeditors International of Washington, Inc. and its Affiliates, the form of the Inventory Agreement entered into with Expeditors International of Washington, Inc. pursuant to the Existing Credit Agreement is reasonably satisfactory to the Agent, and (b) certain customs brokers, freight forwarders, consolidators and carriers may propose agreements, in which case the Agent and the Loan Parties agree to negotiate such agreements in good faith (giving due regard to the arrangements under the other Customs Broker/Carrier Agreements then in effect).

"DDA" means each checking, savings or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agent and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

"Deconic" means Deconic Group, LLC, a Delaware limited liability company.

"Deconic Disposition" means (a) the sale or other disposition of all or substantially all of the assets of Deconic and/or (b) the sale or other disposition (including by way of merger, amalgamation or consolidation) of all of the Equity Interests of Deconic.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, reorganization, or similar debtor relief Laws (including corporate Laws) of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin, if any, applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a LIBOR Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Letters of Credit plus 2% per annum.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder, or (ii) pay to Agent, L/C Issuer, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days of the date when due, (b) has notified any Borrower, Agent or L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, (c) has failed, within three (3) Business Days after written request by Agent or Lead Borrower, to confirm in writing to Agent and Lead Borrower that it will comply with its prospective funding obligations hereunder (provided, that, such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by Agent and Lead Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of any proceeding under any Debtor Relief Laws, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-in Action; 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. Any determination by Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to Lead Borrower, L/C Issuer, and each Lender.

"Defaulting Lender Rate" means (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Loans that are Base Rate Loans (inclusive of the Applicable Margin applicable thereto).

"Disclosed Matters" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.06.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale, transfer, license or other disposition of (whether in one transaction or in a series of transactions) of any property (including, without limitation, any Equity Interests other than Equity Interests of the Lead Borrower) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or Accounts or any rights and claims associated therewith.

"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. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Lead Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"Document" means "document" as defined in the UCC, or "document of title" as defined in the PPSA, as applicable.

"Dollar Equivalent Amount" means (a) with regard to any Obligation or calculation denominated in Dollars, the amount thereof and (b) with respect to any Obligation or calculation denominated in any other currency, the Equivalent Amount of any applicable calculation where Dollars are the "first currency" in such calculation.

"Dollars" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of the United States of America, any State thereof or the District of Columbia (excluding, for the avoidance of doubt, any Subsidiary organized under the laws of Puerto Rico or any other territory).

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Early Termination Fee" means, collectively as and to the extent applicable, the FILO Early Termination Fee and/or the Revolving Early Termination Fee, as applicable.

"Eligible Accounts" means, at any time, the Dollar Equivalent Amount of each Account (other than Credit Card Accounts Receivables) of the Borrowers or BB Canada 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 Borrower or BB Canada and in each case is originated in the ordinary course of business of such Borrower or BB Canada, as applicable, and (ii) in each case is not ineligible for inclusion in the calculation of the Revolving Borrowing Base and the FILO Borrowing Base pursuant to any of clauses (a) through (y) below. Without limiting the foregoing, to qualify as an Eligible Account, such Account shall indicate no Person other than a Borrower or BB Canada as payee or remittance party. Eligible Accounts shall not include any Account:

(a) which is not subject to a first priority perfected security interest in favor of the Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Agent, (ii) a Permitted Encumbrance which does not have priority over the Lien in favor of the Agent (for the benefit of the Credit Parties) or (iii) a Lien of the type described in clause (n) of the definition of "Permitted Encumbrances";

(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 Agent shall include the net amount of such Overage), or (iii) which has been written off the books of such Borrower or BB Canada, as applicable, 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 (other than an Investment Grade Account Debtor) to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to all Borrowers and BB Canada exceeds 25% of the aggregate amount of Eligible Accounts of all Borrowers and BB Canada;

(f) with respect to which any covenant, representation or warranty contained in this Agreement, the US Security Agreement or the Canadian Security Agreement, as applicable, 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 Agent) which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Borrower'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 have been returned 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, interim receiver, monitor, 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, interim receiver, monitor, custodian, trustee, sequestrator 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 Debtor Relief Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code or other applicable Debtor Relief Laws and reasonably

acceptable to the 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 (ii) is not organized under applicable Law of the U.S., any state of the U.S., the District of Columbia, Canada or any province or territory of Canada, unless, in any such case, such Account is backed by a letter of credit acceptable to the Agent which is in the possession of, and is directly drawable by, the Agent;

(m) which is owed in any currency other than 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 Agent which is in the possession of, and is directly drawable by, the Agent, or (ii) any Governmental Authority of the U.S., or any department, agency, public corporation, or instrumentality thereof, excluding (A) Accounts resulting from sales to any base, post or similar exchange of the United States military, to the extent the aggregate amount of such Accounts do not constitute more than 10% of the aggregate amount of Eligible Accounts of all Borrowers and BB Canada, and (B) Accounts in respect of which 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, has been complied with to the Agent's satisfaction, or (iii) the federal government of Canada or the government of any province or territory of Canada, unless the Financial Administration Act (Canada) or similar applicable Canadian provincial or territorial Law, as amended, has been complied with to the Agent's satisfaction, and, in each case, to the extent applicable, any other steps necessary to perfect the Lien of the Agent on such Account have been complied with to the Agent's satisfaction;

(o) which is owed by (x) any Affiliate of any Loan Party or any employee, officer, director, agent or stockholder of any Loan Party or any of its Affiliates or (y) any Person that is subject to Sanctions;

(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 Borrower or BB Canada to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Borrower or BB Canada has filed such report or qualified to do business in such jurisdiction;

(t) with respect to which such Borrower or BB Canada, as applicable, 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 Borrower or BB Canada, as applicable, 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, municipal 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;

(x) which the Agent determines in its Permitted Discretion may not be paid by reason of the Account Debtor's inability to pay; or

(y) which was acquired pursuant to an Acquisition, for which an appraisal or field examination has not been conducted in accordance with Section 6.11 or Section 6.12, respectively.

The Agent will have the right, from time to time in its Permitted Discretion, (x) to adjust standards of eligibility for Accounts, with any such adjustment to be effective four (4) Business Days after notice thereof to the Lead Borrower, and (y) to determine whether particular Accounts satisfy the criteria for Eligible Accounts in accordance with the standards set forth in this Agreement.

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 the Lead Borrower, to be an Eligible Account hereunder, the Lead Borrower shall notify the Agent thereof promptly, and in any event no later than the time of submission to the Agent of the next Borrowing Base Certificate. In determining the amount of an Eligible Account of a Borrower or BB Canada, the face amount of an Account may, in the 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 Borrower or BB Canada, as applicable, 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 Borrower or BB Canada, as applicable, to reduce the amount of such Account.

For the avoidance of doubt, none of the Accounts of Deconic shall constitute Eligible Accounts.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Agent, the L/C Issuer and the Swing Line Lender, and (ii) unless a Default or an Event of Default has occurred and is continuing, the Lead Borrower (each such approval not to be unreasonably withheld or delayed); provided, that, notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries.

"Eligible Credit Card Accounts Receivables" means at the time of any determination thereof, the Dollar Equivalent Amount of each Credit Card Accounts Receivable of the Borrowers or BB Canada, as applicable, 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 the Borrowers or BB Canada, as applicable, from a Credit Card Issuer or Credit Card Processor, and in each case is originated in the ordinary course of business of the Borrowers or BB Canada, as applicable, and (ii) in each case is not ineligible for inclusion in the calculation of the Revolving Borrowing Base or the FILO 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 the Borrowers or BB Canada, as applicable, 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, (x) the amount of all accrued and actual fees, holdbacks 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 the Borrowers or BB Canada 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 (written or oral) applicable to such Credit Card Accounts Receivable), (y) the aggregate amount of all cash received in respect of such Credit Card Accounts Receivable but not yet applied by the Borrowers or BB Canada to reduce the amount of such Credit Card Accounts Receivable, and (z) the amount of all customary fees and expenses in connection with any credit card arrangement. Eligible Credit Card Accounts Receivable shall not include any Credit Card Accounts Receivable:

(a) which is not earned or does not represent the bona fide amount due to the Borrowers or BB Canada, as applicable, from a Credit Card Processor or a Credit Card Issuer that originated in the ordinary course of business of the Borrowers or BB Canada, as applicable;

(b) which is (x) not owned by the Borrowers or BB Canada, as applicable, or to which the Borrowers or BB Canada, as applicable, does not have good or marketable title or (y) owed by a Person subject to Sanctions;

(c) in which the payee of such Credit Card Accounts Receivable is a Person other than the Borrowers or BB Canada, as applicable;

(d) which does not constitute an "Account" (as defined in the UCC or the PPSA, as applicable) or a Payment Intangible;

(e) which has been outstanding for more than five (5) Business Days (or in the case of American Express, six (6) Business Days) from the date of sale;

(f) with respect to which the applicable Credit Card Issuer or Credit Card Processor 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 or proceeding under any Debtor Relief 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 security interest in favor of the Agent (for the benefit of the Credit Parties);

(i) which is subject to any Lien, other than (x) a Lien in favor of the Agent (for the benefit of the Credit Parties) and (y) any Permitted Encumbrances contemplated by the applicable processor agreements and for which appropriate Reserves (as determined by the Agent in its Permitted Discretion) have been established;

(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 US Security Agreement, the Canadian Security Agreement, as applicable, or in the Credit Card Agreements relating to such Credit Card Accounts 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 Agent, and to the extent necessary or appropriate, endorsed to the Agent;

(m) which the Agent in its Permitted Discretion determines may not be paid by reason of the applicable Credit Card Processor's or Credit Card Issuer's inability to pay;

(n) which represents a deposit or partial payment in connection with the purchase of Inventory of the Borrowers or BB Canada, as applicable; or

(o) which is not subject to a Credit Card Notification, if the Agent shall have requested that Credit Card Notifications be delivered to Credit Card Processors and Credit Card Issuers that are party to Credit Card Agreements.

The Agent will have the right, from time to time in its Permitted Discretion, (x) to adjust standards of eligibility for Credit Card Accounts Receivable to the extent consistent with usual and customary eligibility criteria for Credit Card Accounts Receivable in the Borrowers' industry generally, with any such adjustment to be effective four (4) Business Days after notice thereof to the Lead Borrower, and (y) to determine whether particular Credit Card Accounts Receivable satisfy the criteria for Eligible Credit Card Accounts Receivable in accordance with the standards set forth in this Agreement.

In the event that (a) a Financial Officer of the Borrowers or BB Canada, as applicable, has actual knowledge that any Credit Card Issuer, Credit Card Processor or debit card or credit card issuer or provider with respect to Eligible Credit Card Accounts Receivable is subject to any event described in clause (f) above or (b) a Credit Card Accounts Receivable which was previously an Eligible Credit Card Accounts Receivable ceases to be an Eligible Credit Card Accounts Receivable hereunder (other than by reason of clause (m) above), the Borrowers or BB Canada, as applicable, shall notify the Agent thereof promptly, and in any event not later than the time of submission to the Agent of the next Borrowing Base Certificate.

"Eligible In-Transit Inventory" means as of the date of determination thereof, without duplication of other Eligible Inventory, the Dollar Equivalent Amount of Inventory in transit of the Borrowers or BB Canada, as and to the extent applicable, that, except as otherwise agreed by the Agent in its Permitted Discretion, meets each of the following criteria:

(a) such Inventory (i) has been purchased by BB Far East from a vendor or supplier located outside the continental U.S. and Canada pursuant to a purchase order between BB Far East, as buyer, and the vendor or supplier, as seller, and (ii) has been subsequently purchased by a Borrower or BB Canada from BB Far East pursuant to a purchase order between such Borrower or BB Canada, as and to the extent applicable, as buyer, and BB Far East, as seller;

(b) such Inventory has been delivered to a freight forwarder retained by BB Far East and the Borrowers or BB Canada, as and to the extent applicable, and has been shipped on a common carrier for receipt by a Borrower or BB Canada within forty-five days of shipment (but which has not yet been delivered to a Borrower or BB Canada) to a public warehouse, distribution center, private warehouse or other facility within the continental U.S. or that is owned or leased by a Borrower or BB Canada, as and to the extent applicable;

(c) title to such Inventory and risk of loss has passed to a Borrower or BB Canada, as and to the extent applicable;

(d) the bill of lading, waybill, Document or other shipping documents (which may be in electronic format) (collectively, "Shipping Documents") with respect to such Inventory shall be issued in the name of a Borrower or BB Canada, as and to the extent applicable, as consignee, and if so requested by the Agent, shall be in negotiable form;

(e) if the Shipping Documents with respect to such Inventory are in negotiable form, the Agent shall have received confirmation that the applicable freight forwarder or customs broker has possession of the original Shipping Documents issued in the name of a Borrower or BB Canada, as and to the extent applicable, as consignee (or, if so requested by the Agent, consigned to the order of the Agent);

(f) the BB Far East Inventory Agreement shall be in full force and effect and BB Far East and the Borrowers or BB Canada, as and to the extent applicable, shall have delivered to the Agent a written acknowledgement acceptable to the Agent in its Permitted Discretion confirming that (i) BB Far East has no claim upon, interest in, or rights of reclamation, repudiation, stoppage in transit or otherwise with respect to such Inventory (other than the right to receive payment from the Borrowers or BB Canada, as and to the extent applicable, for such Inventory), (ii) the Agent has a first priority Lien on such Inventory, and (iii) BB Far East will follow, and will direct the applicable freight forwarder or customs broker to follow, all instructions given by the Agent to BB Far East regarding such Inventory;

(g) the applicable freight forwarder or customs broker shall have executed a Customs Broker/Carrier Agreement with respect to such Inventory and the Shipping Documents with respect thereto within ninety (90) days (or such longer period as Agent may agree in its discretion) of the Closing Date

(h) no common carrier, freight forwarder or customs broker with respect to any such Inventory shall be an Affiliate of any Borrower or BB Canada, as and to the extent applicable, the vendor or the supplier;

(i) the Agent shall have received evidence that such Inventory is insured against types of loss, damage, hazards and risks, and in amounts, reasonably satisfactory to the Agent, and the Agent shall have been named as lender loss payee with respect to such insurance; and

(j) such Inventory satisfies all of the criteria for Eligible Inventory (except that such Inventory is in transit);

provided, that, the Agent, in its Permitted Discretion, may exclude particular Inventory from "Eligible In-Transit Inventory" in the event the Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or other event which may adversely impact the ability of the Agent to realize upon such Inventory. Each Borrowing Request made by the Lead Borrower shall be deemed to a certification by the Lead Borrower that, to the best of the Lead Borrower's knowledge, all Eligible In-Transit Inventory included in the most recent Borrowing Base Certificate submitted by the Lead Borrower meets all of the criteria set forth above regarding Eligible In-Transit Inventory and that the Lead Borrower knows of no reason why any Inventory in transit included as Eligible In-Transit Inventory would not be accepted by the Lead Borrower when it arrives.

"Eligible Inventory" means, as of the date of determination thereof, without duplication of Eligible In-Transit Inventory, the Dollar Equivalent Amount of items of Inventory of the Borrowers or BB Canada that are finished goods, merchantable and readily saleable in the ordinary course of the Borrowers' or BB Canada's business, in each case that, except as otherwise agreed by the 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 Agent (for the benefit of the Credit Parties);

(b) which is subject to any Lien other than (i) a Lien in favor of the Agent (for the benefit of the Credit Parties), or (ii) a Permitted Encumbrance (provided, that, either (x) such Permitted Encumbrance does not have priority over the Lien in favor of the Agent (for the benefit of the Credit Parties) or (y) Reserves have been established by the Agent in its Permitted Discretion in respect of such Permitted Encumbrance);

(c) which is unmerchantable, defective, damaged, unfit for sale (as such terms are customarily used in the Borrowers' or BB Canada's industry), or with respect to which a liquidation value could not be obtained (such as special order Inventory, samples, Inventory located at corporate offices, the Garland Clearance Center or Department 999, or Southwick Inventory not sold by the Borrowers);

(d) with respect to which any covenant, representation, or warranty contained in this Agreement, the US Security Agreement or the Canadian Security Agreement, as applicable, 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 the Borrowers or BB Canada, as applicable, 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 which constitutes packaging and shipping material, samples, prototypes, displays or display items, bill-and-hold 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 include clearance sales);

(g) which is not located at a facility owned or leased by the Borrowers in the United States or BB Canada in Canada; provided, that, the following Inventory which, in each case, otherwise meets the criteria for Eligible Inventory shall not be excluded from being Eligible Inventory pursuant to this clause (g): (x) Inventory of the Borrowers which is in transit with a common carrier within the United States from a location of a Borrower to another location of a Borrower, (y) Inventory of BB Canada which is in transit with a common carrier within Canada or between the United States and Canada from a location of a Borrower or BB Canada to a location of a Borrower or BB Canada and (z) Inventory of the Borrowers or BB Canada which is located in a third party warehouse or in the possession of a bailee which meets the criteria set forth in clause (i) of this definition of "Eligible Inventory";

(h) which is located in any location leased by the Borrowers or BB Canada (other than any retail store of such Loan Party located in Canada or in a jurisdiction that is not a Landlord Lien State) unless (i) the lessor (and any mortgagee, if applicable) has delivered to the Agent a Collateral Access Agreement or (ii) a Rent Reserve has been established by the Agent in its Permitted Discretion;

(i) 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 with respect to Eligible In-Transit Inventory), unless (i) such warehouseman or bailee has delivered to the Agent a Collateral Access Agreement and such other documentation as the Agent may require or (ii) an appropriate Reserve has been established by the Agent in its Permitted Discretion;

(j) 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;

(k) which is the subject of a consignment by a Loan Party as consignor;

(l) which contains or bears any intellectual property rights licensed to the Borrowers or BB Canada unless the 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;

(m) which is not reflected in a current perpetual inventory report of the Borrowers or BB Canada, as applicable (unless such Inventory is reflected in a report to the Agent as "In Transit Inventory");

(n) for which reclamation rights have been asserted by the seller; and

(o) which was acquired pursuant to an Acquisition, for which an appraisal or field examination has not been conducted in accordance with Section 6.11 or Section 6.12, respectively.

provided, that, the Agent will have the right, from time to time in its Permitted Discretion, (x) to adjust standards of eligibility for Inventory, with any such adjustment to be effective four (4) Business Days after notice thereof to the Lead Borrower, and (y) to determine whether particular items of Inventory satisfy the criteria for Eligible Inventory in accordance with the standards set forth in this Agreement; provided, further, that in determining the value of the Eligible Inventory, such value shall be reduced by, without

duplication, Reserves implemented by the Agent in accordance with the terms and conditions of this Agreement.

In the event that a Financial Officer of the Borrowers or BB Canada has actual knowledge that Inventory at any location having a fair market value of $2,000,000 or more which was previously Eligible Inventory ceases to be Eligible Inventory hereunder, the Borrowers or BB Canada, as applicable, shall promptly notify the Agent thereof and, in any event, not later than the submission to the Agent of the next Borrowing Base Certificate hereunder; provided, further, that the Agent may, in its Permitted Discretion, upon receipt of such notice as set forth above, adjust the Revolving Borrowing Base and the FILO Borrowing Base to reflect such change in Eligible Inventory.

"Enhanced Reporting Period" means any period (a) commencing at any time when (i) an Event of Default shall have occurred or (ii) Excess Availability shall be less than the greater of (x) 15% of the Aggregate Loan Cap then in effect and (y) $30,000,000 and (b) ending when (i) no Event of Default shall be continuing and (ii) for a period of 60 consecutive days Excess Availability shall have exceeded the greater of (x) 15% of the Aggregate Loan Cap then in effect and (y) $30,000,000.

"Enfield Collateral Access Agreement" means the Collateral Access Agreement between UniCredit and the Agent with respect to the Enfield Premises.

"Enfield Premises" means the real property and facilities owned by the Lead Borrower and located at 100 Phoenix Drive and 107 Phoenix Drive, Enfield, Connecticut.

"Environmental Laws" means any and all federal, state, provincial, territorial, municipal, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment 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, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Equivalent Amount" means, on any date of determination, with respect to Obligations or valuations denominated in one currency (the "first currency"), the amount of another currency (the "second

currency") which would result from the conversion of the relevant amount of the first currency into the second currency at the Spot Rate determined in accordance with Section 1.07 herein.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with a Borrower, is treated as a single employer under Section 414(b) or (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 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 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) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (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) the incurrence by any Borrower or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Borrower 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; (f) the incurrence by any Borrower or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal of any Borrower or any ERISA Affiliate from any Plan or Multiemployer Plan; or (g) the receipt by any Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Borrower or any ERISA Affiliate of any notice, concerning the imposition upon any Borrower or any ERISA Affiliate of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in "endangered" or "critical" status within the meaning of Section 432 of the Code or Section 305 of ERISA.

"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.

"Event of Default" has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof

"Excess Availability" means, as of any date of determination thereof by the Agent, the result, if a positive number, of:

(a) The Revolving Loan Cap

Minus

(b) The Total Revolving Outstandings.

"Excluded Account" means, collectively, (i) any DDA of any Loan Party which is used exclusively for the payment of payroll, payroll taxes, employee benefits or escrow deposits, (ii) any Retail Store Account (provided, that, the aggregate amount of available funds on deposit in such Retail Store Account does not exceed $50,000 continuously for any period of three (3) consecutive Business Days), (iii) any Specified Excluded Account, and (iv) any other DDA of any Loan Party; provided, that (x) the aggregate amount of available funds on deposit in such DDA does not exceed $50,000 continuously for any period of three (3) consecutive Business Days and (y) the aggregate amount of available funds on deposit in all such

DDAs of the Loan Parties described in the foregoing clauses (ii) and (iv) does not exceed $1,000,000 for any period of three (3) consecutive Business Days.

"Excluded Subsidiary" means (a) any Foreign Subsidiary (other than any Canadian Guarantor), (b) any Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary that is a CFC (other than any Canadian Guarantor), (c) any Domestic Subsidiary with no material assets other than Equity Interests of one or more Foreign Subsidiaries that are CFCs (other than any Canadian Guarantor), (d) any Subsidiary that is prohibited or restricted by applicable Law from providing a Facility Guaranty of the applicable Obligations or if such Facility Guaranty would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received, (e) any Subsidiary that is a not-for-profit organization, (f) any Subsidiary that is an Immaterial Subsidiary (unless the Lead Borrower otherwise elects), (g) Deconic, and (h) any other Subsidiary with respect to which, in the reasonable judgment of the Agent (confirmed in writing by notice to the Lead Borrower), the cost or other consequences of becoming a Guarantor shall be excessive in view of the benefits to be obtained by the Lenders therefrom.

"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 Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any 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 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 Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to the Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Loan Parties hereunder (a "Payee"), (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located, in which it is resident for tax purposes or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which any Loan Party is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Lead Borrower under Section 10.13), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.01(e), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Loan Parties with respect to such withholding tax pursuant to Section 3.01(a), (d) any U.S. federal, state, or local backup withholding tax, (e) any U.S. federal withholding tax imposed under FATCA, and (f) (i) any Taxes arising by virtue of any Payee not dealing at arm's length with any Loan Party for purposes of the ITA; and (ii) any Taxes arising by virtue of any Payee at any time being a "specified non-resident shareholder" of a Loan Party or a non-resident person not dealing at arm's length with a "specified shareholder" of a Loan Party, in each case for purposes of the ITA, except, in the case of (i) or (ii), where any such non-arm's length or specified shareholder relationship arises solely in connection with or as a result of, any Lender or other recipient hereunder having become a party to, received or perfected a security interest under, or received, exercised or enforced any rights hereunder or under any other Loan Document.

"Executive Order" has the meaning set forth in Section 10.18.

"Existing Affiliate Subordinated Debt" means the Indebtedness of the Lead Borrower in an aggregate outstanding principal amount as of the Closing Date equal to $66,286,388.07 owing to the Claudio Del Vecchio and The CDV Trust, which Indebtedness bears interest at a rate not greater than 3.0% per annum, is payable in cash quarterly in arrears, and is evidenced by the promissory notes listed on Schedule 1.03 hereto.

"Existing Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 20, 2016, among the Lead Borrower, certain Subsidiaries of Lead Borrower, JPMorgan Chase Bank, N.A., as agent, and a syndicate of lenders, as amended.

"Existing Letters of Credit" means each letter of credit identified on Schedule 1.05.

"Factored Receivables" means any Accounts originally owed or owing by a Loan Party to another Person which have been purchased by or factored with Wells Fargo or any of its Affiliates pursuant to a factoring arrangement or otherwise with the Person that sold the goods or rendered the services to the Loan Party which gave rise to such Account.

"Facility Guaranty" means, collectively, each Guarantee made by the Guarantors in favor of the Agent and the other Credit Parties, in form reasonably satisfactory to the Agent, as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced (including, for the avoidance of any doubt, the Canadian Guarantee).

"Family Group" means (i) any Person comprising the Ownership Group and his/her spouse, parents, siblings, children, grandchildren, nephews, nieces, heirs, legatees, lineal descendants, executors, administrators, and other representatives, and (ii) any trust, family partnership or similar investment entity of which any of the foregoing Persons are trustee(s), managing member(s), managing partner(s) or similar officer(s) and/or that is for the benefit of any of the foregoing Persons as long as one or more of such Persons has the exclusive or joint right to control the voting and disposition of securities held by such trust, family partnership or similar investment entity.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the Code, and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"FILO Borrowing Base" means, at any time (without duplication), the sum of:

(a) the product of (i) 5.0% multiplied by (ii) the net amount of Eligible Accounts of the Borrowers and BB Canada at such time, plus

(b) the product of (i) 5.0% multiplied by (ii) the net amount of Eligible Credit Card Accounts Receivable of the Borrowers and BB Canada at such time, plus

(c) the product of (i) 5.0% multiplied by (ii) the Net Orderly Liquidation Value Percentage identified in the most recent inventory appraisal received by the Agent, multiplied by (iii) the Eligible Inventory of the Borrowers and BB Canada at such time, valued at Cost, plus

(d) the product of (i) 5.0% multiplied by (ii) the Net Orderly Liquidation Value Percentage identified in the most recent inventory appraisal received by the Agent, multiplied by (iii) the Eligible In-Transit Inventory of the Borrowers and BB Canada at such time, valued at Cost, minus

(e) without duplication, Reserves (other than the FILO Reserve) established by the Agent in its Permitted Discretion.

The Agent may, in its Permitted Discretion, adjust or establish Reserves used in computing the FILO Borrowing Base from time to time, and any such new Reserves established after the Closing Date shall become effective upon four (4) Business Days' notice to Borrowers; provided, that, no such notice shall be required for any changes in Reserves resulting from a mathematical calculation of the amount of such Reserves in accordance with previously utilized calculation methodologies. Subject to the provisions hereof, the FILO Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Agent pursuant to Section 6.01(f). For the avoidance of doubt, none of the assets of Deconic shall be included in the calculation of the FILO Borrowing Base.

"FILO Commitment" means, with respect to each FILO Lender, the commitment of such FILO Lender to make FILO Loans to the Borrowers pursuant to Section 2.01(b) on the Closing Date, in an aggregate principal amount not to exceed the amount set forth opposite such FILO Lender's name on Schedule 2.01 hereto under the caption "FILO Commitment".

"FILO Commitment Percentage" means with respect to any FILO Lender at any time, (a) prior to the funding of the FILO Loans on the Closing Date, the percentage (carried out to the ninth decimal place) of the Aggregate FILO Commitments represented by such FILO Lender's FILO Commitment at such time, and (b) at any time thereafter, the percentage (carried out to the ninth decimal place) obtained by dividing the amount of FILO Loans owing to such FILO Lender at such time by Total FILO Outstandings at such time. The initial FILO Commitment Percentage of each FILO Lender is set forth opposite such FILO Lender's name on Schedule 2.01 under the caption "FILO Commitment Percentage" or opposite such caption in the Assignment and Assumption pursuant to which such FILO Lender becomes a party hereto, as applicable.

"FILO Early Termination Fee" has the meaning set forth in Section 2.09(b)(i).

"FILO Lender" means each Lender that has a FILO Commitment or holds a FILO Loan.

"FILO Loan" means a Loan made pursuant to Section 2.01(b).

"FILO Note" means a promissory note made by the Borrowers, substantially in the form of Exhibit C-2, in favor of a FILO Lender, evidencing the FILO Loans made by such FILO Lender to the Borrowers.

"FILO Reserve" means, at any time, a reserve established by the Agent at such time in an amount equal to the amount (if any) by which (x) the Total FILO Outstandings exceeds (y) the FILO Borrowing Base.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of such Person.

"Fiscal Month" means any fiscal month of any Fiscal Year, which month shall generally consist of either four (4) or five (5) weeks and shall generally end on the Saturday closest to the end of each calendar month in accordance with the fiscal accounting calendar of the Lead Borrower and its Subsidiaries.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year, which quarters shall generally consist of thirteen (13) weeks or fourteen (14) weeks and shall generally end on the Saturday closest to the end of each July, October, January and April of such Fiscal Year in accordance with the fiscal accounting calendar of the Lead Borrower and its Subsidiaries.

"Fiscal Year" means any period of twelve (12) consecutive months ending on the Saturday closest to July 31 of each calendar year.

"Foreign Asset Control Regulations" has the meaning set forth in Section 10.18.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Lead Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Gift Card Reserves" means, at any time, such reserves established from time to time equal to 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.

"Golden Fleece Haverhill Mortgage Indebtedness" means Indebtedness of Golden Fleece owing to JPMorgan Chase Bank, N.A. in the original principal amount of $10,000,000 secured by liens on the Golden Fleece Haverhill Property.

"Golden Fleece Haverhill Property" means real property owned by Golden Fleece in Haverhill, Massachusetts.

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial, municipal 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 bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor" has the meaning specified in the introductory paragraph hereto and includes each other Subsidiary of the Lead Borrower that shall be required to execute and deliver a Facility Guaranty pursuant to Section 6.14. As of the Closing Date, the Guarantors are BB Canada, Brooks Brothers International, LLC, Retail Brand Alliance Gift Card Services, LLC, and Retail Brand Alliance of Puerto Rico, Inc.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Immaterial Subsidiary" means, at any date of determination, any Subsidiary that, at the last day of the most recently ended Fiscal Quarter of the Lead Borrower for which financial statements have theretofore been most recently delivered pursuant to Sections 6.01(a) or (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 the Lead Borrower and its Subsidiaries for the most recent period of four (4) Fiscal Quarters ending on or prior to such date; provided, that, notwithstanding the above, "Immaterial Subsidiary" shall exclude any of the Lead Borrower's Subsidiaries designated in writing to the Agent, by a Responsible Officer of the Lead Borrower (which the Lead Borrower 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 Measurement Period of the Lead Borrower for which financial statements have theretofore been most recently delivered pursuant to Sections 6.01(a) or (b), less than 5.0% of Total Assets at such date and less than 5.0% of Consolidated revenues of the Lead Borrower and its Subsidiaries for the Measurement Period ending on such date.

"Increase Effective Date" shall have the meaning provided therefor in Section 2.15(b)(iv).

"Indebtedness" of any Person means, without duplication, whether or not included as indebtedness or liabilities in accordance with GAAP, (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 upon which interest charges are customarily paid, (d) 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), (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) 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, (g) all Guarantees by such Person of Indebtedness of others, (h) the capitalized amount of all Indebtedness in respect of Capital Lease Obligations that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (k) obligations under any liquidated earn-out, (l) in respect of Synthetic Lease Obligations, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease, agreement or instrument were treated as a capital lease for accounting purposes, and (m) obligations, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (x) any and all Swap Contracts and (y) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Contract transaction, and (n) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock, or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means, (a) 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 the foregoing clause (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Intellectual Property" means all present and future: trade secrets, know-how and other proprietary information; trademarks, trademark applications, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; (including copyrights for computer programs) and all tangible and intangible property embodying the copyrights, unpatented inventions (whether or not patentable); patents and patent applications; industrial design applications and registered industrial designs; license agreements related to any of the foregoing; books, customer lists, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

"Interest Payment Date" means, (a) as to any LIBOR Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; and (b) as to any Base Rate Loan (including a Swing Line Loan), the first day after the end of each month and the Maturity Date.

"Interest Period" means, as to each LIBOR Rate Loan, the period commencing on the date such LIBOR Rate Loan is disbursed or converted to or continued as a LIBOR Rate Loan and ending on the date one, two or three months thereafter, as selected by the Lead Borrower in its LIBOR Rate Loan Notice; provided, that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(iii) no Interest Period shall extend beyond the Maturity Date; and

(iv) notwithstanding the provisions of clause (iii) no Interest Period shall have a duration of less than one (1) month, and if any Interest Period applicable to a LIBOR Borrowing would be for a shorter period, such Interest Period shall not be available hereunder.

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Inventory" has the meaning set forth in the UCC or PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"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 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 the chief financial officer of the Lead Borrower)) 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 the chief financial officer of the Lead Borrower) 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 the chief financial officer of the Lead Borrower) 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 the chief financial officer of the Lead Borrower) of such Equity Interests at the time of the issuance thereof.

"Investment Grade Account Debtor" means any Account Debtor whose long term unsecured debt is rated Baa3 or higher by Moody's, or BBB- or higher by S&P.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the L/C Issuer for use.

"Issuer Documents" means with respect to any Letter of Credit, the Letter Credit Application, the Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and any other document, agreement and instrument entered into by the L/C Issuer and a Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to any such Letter of Credit.

"ITA" means the *Income Tax Act* (Canada).

"Joinder" means an agreement, in form satisfactory to the Agent pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Agent may determine.

"Landlord Lien State" means such state(s) in which a landlord's claim for rent may have priority over the Lien of the Agent in any of the Collateral.

"Laws" means each international, foreign, federal, state, provincial, territorial, municipal and local statute, treaty, rule, guideline, regulation, ordinance, code and administrative or judicial precedent or authority, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and each applicable administrative order, directed duty, request, license, authorization and permit of, and agreement with, any Governmental Authority, in each case whether or not having the force of law.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof, or the renewal thereof.

"L/C Issuer" means (a) each of Wells Fargo and JP Morgan Chase Bank, N.A., in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder (which

successor may only be a Lender selected by the Lead Borrower and consented to by the Agent), (b) with respect to the Existing Letters of Credit and until such Existing Letters of Credit expire or are returned undrawn, JPMorgan Chase Bank, N.A., and (c) any other Lender selected and designated by the Lead Borrower (subject to such Lender's agreement to become an L/C Issuer hereunder) and consent to by the Agent in its discretion. The L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the L/C Issuer and/or for such Affiliate to act as an advising, transferring, confirming and/or nominated bank in connection with the issuance or administration of any such Letter of Credit, in which case the term "L/C Issuer" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. References to "the L/C Issuer" hereunder shall be deemed to mean, as applicable and as the context may require, each L/C Issuer, the L/C Issuers collectively, either L/C Issuer or the applicable L/C Issuer.

"L/C Obligations" means, as at any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations with respect to Letters of Credit which remain unreimbursed or which have not been paid through a Loan. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any Rule under the ISP or any article of the UCP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Lead Borrower" has the meaning assigned to such term in the preamble of this Agreement.

"Lease" means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Agent.

"Letter of Credit" means each Standby Letter of Credit and each Commercial Letter of Credit issued hereunder and shall include the Existing Letters of Credit.

"Letter of Credit Application" means an application for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Disbursement" means a payment made by the L/C Issuer pursuant to a Letter of Credit.

"Letter of Credit Expiration Date" means the day that is seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Fee" has the meaning specified in Section 2.03(l).

"Letter of Credit Indemnified Costs" has the meaning specified in Section 2.03(f).

"Letter of Credit Related Person" has the meaning specified in Section 2.03(f).

"Letter of Credit Sublimit" means an amount equal to $30,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments. A permanent reduction of the Aggregate Revolving Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Revolving Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at Lead Borrower's option, less than) the Aggregate Revolving Commitments.

"LIBOR Borrowing" means a Borrowing comprised of LIBOR Rate Loans.

"LIBOR Rate" means for any Interest Period with respect to a LIBOR Rate Loan, the rate per annum as published by ICE Benchmark Administration Limited (or any successor page or other commercially available source as the Agent may designate from time to time) as of 11:00 a.m., London time, two (2) Business Days prior to the commencement of the requested Interest Period, for a term, and in an amount, comparable to the Interest Period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with this Agreement (and, if any such published rate is below zero, then the rate shall be deemed to be zero). Each determination of the LIBOR Rate shall be made by the Agent and shall be conclusive in the absence of manifest error.

"LIBOR Rate Loan" means a Loan that bears interest at a rate based on the LIBOR Rate.

"LIBOR Rate Loan Notice" means a notice for a LIBOR Borrowing or continuation pursuant to Section 2.02(b), which shall be substantially in the form of Exhibit A.

"Lien" means (a) any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, Synthetic Lease Obligation, or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing) and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by the Agent of those rights and remedies accorded to the Agent under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and during the continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Agent, of any public, private or "going-out-of-business", "store closing", or other similarly themed sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Loan Account" has the meaning assigned to such term in Section 2.11(a).

"Loan Documents" means this Agreement, each Note, each Issuer Document, all Borrowing Base Certificates, the Security Documents, each Facility Guaranty, each Request for Credit Extension, the Subordination Agreements, the Perfection Certificate and any other instrument or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction arising out of any Cash Management Services and Bank Products provided by the Agent or any of its Affiliates, each as amended and in effect from time to time; provided, that, for purposes of the definition of "Material Adverse Effect" and Article VII, "Loan Documents" shall not include agreements relating to Cash

Management Services and Bank Products. 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 Parties" means, collectively, the Borrowers and the Guarantors.

"Loans" means the loans and advances made by the Lenders or the Agent pursuant to Article II of this Agreement, including Revolving Loans, Swing Line Loans, FILO Loans and Protective Advances, and the term "Loan" shall mean any such Loans individually, as the context may require.

"Margin Stock" is as defined in Regulation U of the FRB as in effect from time to time.

"Material Adverse Effect" means any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, assets, operations or condition (financial or otherwise) of the Lead Borrower and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under the Loan Documents to which it is a party, (c) the Collateral, the Agent's Liens (on behalf of itself, the Lenders or the other Credit Parties) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Agent, the L/C Issuer or the Lenders under the Loan Documents.

"Material Contracts" means with respect to any Loan Party or any of their Subsidiaries, (a) the BB Far East Inventory Agreement, and (b) each other contract, license, or instrument to which such Person is a party (or is otherwise bound) for which breach, nonperformance, cancellation or failure to timely renew could reasonably be expected to have a Material Adverse Effect.

"Material Indebtedness" means Indebtedness (other than the Obligations) of the Loan Parties in an aggregate principal amount exceeding $20,000,000. For purposes of determining the amount of Material Indebtedness at any time, (a) the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof, (b) undrawn committed or available amounts shall be included, and (c) all amounts owing to all creditors under any combined or syndicated credit arrangement shall be included.

"Material Subsidiary" means each Subsidiary that is not an Immaterial Subsidiary.

"Maturity Date" means June 28, 2024.

"Maximum Rate" has the meaning provided therefor in Section 10.09.

"Measurement Period" means, at any date of determination, the most recently completed twelve Fiscal Months of the Lead Borrower.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"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 Percentage" means, with respect to Inventory of any Person, the fraction, expressed as a percentage, (a) the numerator of which is the amount equal to the recovery on the aggregate amount of the applicable category of Eligible Inventory (or, as applicable Eligible In-Transit

Inventory) at such time on an orderly "going-out-of-business", "store closing" or other similarly themed sale basis as set forth in the most recent acceptable Inventory appraisal conducted by an appraiser reasonably satisfactory to the Agent in accordance with the terms and conditions herein, net of operating expenses, liquidation expenses and commissions reasonably anticipated in the disposition of such assets and (b) the denominator of which is the Cost of the aggregate amount of the Eligible Inventory subject to such appraisal. For purposes of determining the Net Orderly Liquidation Value Percentage as of the Closing Date, Agent will refer to the appraisal delivered pursuant to Section 4.01(a)(xi)(A).

"Non-Consenting Lender" has the meaning provided therefor in Section 10.01.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Note" means (a) a Revolving Note, (b) a FILO Note, or (c) the Swing Line Note, as the context may require, as each may be amended, supplemented or modified from time to time.

"Obligations" means (a) all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs, expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, costs, expenses and indemnities are allowed claims in such proceeding, and (b) any Other Liabilities; provided, that, the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

"Other Liabilities" means collectively (a) any Bank Product Obligations and (b) any obligation on account of any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries, provided, that, in order for any item described in the definition of Cash Management Services to be the basis for "Other Liabilities", (i) if the applicable Bank Product Provider is Wells Fargo or its Affiliates, then, if reasonably requested by the Agent, the Agent shall have received a Bank Product Provider Letter Agreement within ten (10) Business Days after the date of such request, or (ii) if the applicable Bank Product Provider is any other Person, the Agent shall have received a Bank Product Provider Letter Agreement on the Closing Date in the case of any Cash Management Services in effect on the Closing Date or within ten (10) Business Days after the date of the commencement of the provision of the applicable Cash Management Services to any Loan Parties or their Subsidiaries, as applicable, as each may be amended from time to time.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Outstanding Amount" means (i) with respect to any Loan on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date and (ii) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date.

"Overadvance" means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

"Ownership Group" means, collectively, the CDV 2015 Annuity Trust, the Del Vecchio Family Trust, Delfin SARL, and DV Family LLC or any one or more of (i) Claudio Del Vecchio, Debra Del Vecchio or Leonardo Del Vecchio; (ii) any child or descendant of Claudio Del Vecchio or Claudio Del Vecchio and Debra Del Vecchio; (iii) any estate, trust, guardianship, custodianship or other similar entity or fiduciary arrangement for the primary benefit of any one or more of the individuals named or described in clauses (i) and (ii) above; and (iv) any Person (other than a natural person) Controlled by and substantially all of the interests in which are owned, directly or indirectly, by, any one or more of the individuals or entities named or described in clause (i), (ii) or (iii) above.

"Participant" has the meaning specified in Section 10.06(d).

"Patriot Act" has the meaning specified in Section 5.22.

"Payment Conditions" means, at the time of (a) the making of an Investment, Permitted Acquisition, Restricted Payment, Permitted Debt Prepayment or any other transaction that is expressly conditioned on satisfaction of the "Payment Conditions", (b) the incurrence of Additional Stockholder Subordinated Debt under Section 7.01(a)(x), or (c) the incurrence of Permitted Additional Debt under Section 7.01(a)(xix), (each, a "Specified Transaction"), either (i) Excess Availability on such date, after giving effect to such Specified transaction, and for each day during the 90 day period prior to the making, funding or consummation of such Specified Transaction (determined on a pro forma basis as if such Specified Transaction (and any Borrowing of Loans to finance such Specified Transaction) occurred on the first day of such 90 day period) exceeds the greater of (x) $40,000,000 and (y) 20% of the Aggregate Loan Cap, or (ii) both (A) Excess Availability on such date, after giving effect to such Specified transaction, and for each day during the 90 day period prior to the making, funding or consummation of such Specified Transaction (determined on a pro forma basis as if such Specified Transaction (and any borrowing of Revolving Loans or FILO Loans to finance such Specified Transaction) occurred on the first day of such 90 day period) exceeds the greater of (x) $30,000,000 and (y) 15% of the Aggregate Loan Cap and (B) the Consolidated Fixed Charge Coverage Ratio for the most recently ended Measurement Period for which financial statements have been delivered to the Agent pursuant to Section 6.01(a) or 6.01(b) (determined on a pro forma basis as if such Specified Transaction (and any borrowing of Indebtedness, whether Loans or otherwise) occurred on the first day of such Measurement Period) is at least 1.00 to 1.00.

"Payment Intangibles" means "payment intangibles" as defined in the UCC, or "intangibles" as defined in the PPSA, as applicable.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PCAOB" means the Public Company Accounting Oversight Board.

"Perfection Certificate" has the meaning specified in the US Security Agreement and the Canadian Security Agreement.

"Permitted Acquisition" means any Acquisition by the Borrowers or any of their Subsidiaries in a transaction that satisfies each of the following requirements:

(a) such Acquisition is not a hostile or contested acquisition and such Acquisition shall have been approved by the Board of Directors of the Person (or similar governing body if such Person is not a corporation) which is the subject of such Acquisition;

(b) the business acquired in connection with such Acquisition is engaged in a line of business in which the Loan Parties are engaged on the Closing Date or in a line of business that is substantially similar, related, or incidental thereto;

(c) both before and after giving effect to such Acquisition and the Revolving Loans or FILO Loans (if any) requested to be made in connection therewith, each of the representations and warranties in the Loan Documents is true and correct (except any such representation or warranty which relates to a specified prior date, in which case such representation or warranty shall be true and correct as of such prior date) and no Event of Default exists, will exist, or would result therefrom;

(d) if the consideration paid for such Acquisition exceeds $10,000,000, as soon as available, but not less than 10 Business Days prior to such Acquisition, the Lead Borrower has provided the Agent (i) notice of such Acquisition and (ii) a copy of all business and financial information reasonably requested by the Agent including pro forma financial statements, statements of cash flow, and Excess Availability projections;

(e) if such Acquisition is an acquisition of Equity Interests, such Acquisition will not result in any violation of Regulation U of the FRB;

(f) if such Acquisition involves a merger, amalgamation or a consolidation involving a Borrower or any other Loan Party, such Borrower or such Loan Party, as applicable, shall be the surviving or continuing entity;

(g) no Loan Party shall, as a result of or in connection with any such Acquisition, assume or incur any direct or contingent liabilities (whether relating to environmental, tax, litigation, or other matters) that could reasonably be expected to have a Material Adverse Effect;

(h) all actions required to be taken with respect to any newly acquired or formed wholly-owned Subsidiary of a Borrower or a Loan Party, as applicable, required under Section 6.14 shall have been taken;

(i) the Lead Borrower shall have delivered to the Agent the final executed material documentation relating to such Acquisition within 30 days following the consummation thereof; and

(j) the Loan Parties shall have satisfied the Payment Conditions.

"Permitted Additional Debt" means Indebtedness of the Loan Parties (a) which is unsecured or secured by Liens on assets that are not part of the Collateral, (b) which has a scheduled maturity date that is not earlier than 91 days after the Maturity Date, (c) which does not provide for (i) scheduled payments of principal in excess of 1% of the original principal amount thereof per annum or (ii) any obligation to repurchase or prepay such Indebtedness (whether absolute or at the option of the holder) prior to the scheduled maturity date of such Indebtedness (other than prepayments in respect of excess cash flow acceptable to the Agent in its Permitted Discretion), and (d) the other terms and conditions of which have been approved by the Agent, which approval shall not be unreasonably withheld, conditioned or delayed (provided, that, the Agent shall promptly grant such approval so long as (1) no Specified Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness, (2) no Event of Default that is not a Specified Event of Default shall have occurred and shall have been continuing for a period of 30 days or more prior to the time of incurrence of such Indebtedness, and (3) such Indebtedness is on terms and conditions which, when taken as a whole, are generally not inconsistent with those of then comparable financings available to borrowers that are then comparable (with respect to financial condition and prospects) to the Lead Borrower); provided, that (x) if such Indebtedness is secured by real property on which any Collateral is located, the holder of such Indebtedness shall have entered into a customary collateral access agreement acceptable to the Agent in its Permitted Discretion providing the Agent with the right to access and utilize such real property (without the payment of any rent or other compensation) in connection with any exercise by the Agent of its rights or remedies with respect to the Collateral, and (y) if such Indebtedness is secured by Intellectual Property, the holder of such Indebtedness shall have entered into a customary agreement acceptable to the Agent in its Permitted Discretion providing the Agent (without the payment of any royalty or other compensation) with the non-exclusive right to use, license or sublicense such Intellectual Property for the purpose of exercising its rights or remedies with respect to the Collateral.

"Permitted Debt Prepayment" has the meaning set forth in Section 7.08(b)(vii).

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

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet delinquent or (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) the Lead Borrower 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) 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 6.04;

(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 the Lead Borrower 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 (k) of Section 8.01;

(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 the Lead Borrower 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 or PPSA 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 the Lead Borrower with Credit Card Issuers or Credit Card Processors to secure obligations of the Lead Borrower to any such Credit Card Issuer or Credit Card Processor incurred in the ordinary course of business as a result of fees and chargebacks;

(m) other Liens that are contractual rights of set-off; and

(n) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with applicable Law or which, although filed or registered, relate to obligations not due or delinquent;

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.

"Person" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"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.

"Platform" has the meaning specified in Section 6.01.

"Portal" has the meaning specified in Section 2.02.

"PPSA" means the *Personal Property Security Act* (Ontario), including the regulations thereto and related Minister's Orders, 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 any applicable jurisdiction in Canada, "PPSA" means the *Personal Property Security Act* or such other applicable legislation (including, the Civil Code of 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.

"Priority Payable Reserves" means reserves for amounts secured by any Liens, choate or inchoate, which rank or are capable of ranking in priority to the Agent's Liens and/or for amounts which may represent costs relating to the enforcement of the Agent's Liens including, without limitation, in the Permitted Discretion of the Agent, any such amounts due and not paid for wages, vacation pay, severance 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 under the ITA, amounts currently or past due and not paid for realty, municipal or similar taxes (to the extent impacting personal or movable property) and all unfunded wind-up or solvency deficiency amounts under, and all amounts currently or past due and not contributed, remitted or paid to or under any Canadian Pension Plans or under the *Canada Pension Plan*, the *Pension Benefits Act* (Ontario) or any similar legislation other than amounts included in the Wage Earner Protection Act Reserve, or any similar statutory or other claims that would have or would reasonably be expected to have priority over or rank *pari passu* with any Liens granted to the Agent now or in the future.

"Projections" has the meaning set forth in Section 6.01(e).

"Protective Advance" means any Credit Extension made by the Agent, in its discretion, which:

(a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties' rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or

(b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;

(c) Is made to pay any other amount chargeable to any Loan Party hereunder; and

(d) Together with all other Protective Advances then outstanding, shall not (i) at any time, exceed ten percent (10%) of the Aggregate Loan Cap or (ii) unless a Liquidation is occurring, remain outstanding for more than forty-five (45) consecutive Business Days, unless in each case, the Required Lenders otherwise agree.

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations with respect to Letters of Credit or Section 2.04 regarding the Revolving Lenders' obligations with respect to Swing Line Loans, or (ii) result in any claim or liability against the Agent (regardless of the amount of any Credit Extension) for Unintentional Overadvances and such Unintentional Overadvances shall not reduce the amount of Protective Advances allowed hereunder, and further provided, that, in no event shall the Agent make a Protective Advance, if after giving effect thereto, the principal amount of the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments (as in effect prior to any termination of the Aggregate Revolving Commitments pursuant to Section 2.06 or Section 8.02 hereof).

"Provider" has the meaning specified in Section 9.18.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in Section 6.01.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Refinancing Indebtedness" means, in respect of any Indebtedness (the "Original Indebtedness"), any Indebtedness that extends, renews or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); provided, that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of such Original Indebtedness except by an amount no greater than accrued and unpaid interest with respect to such Original Indebtedness and any financing fees; (b) the stated final maturity of such Refinancing Indebtedness shall not be earlier than that of such Original Indebtedness; (c) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Subsidiary that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become pursuant to the terms of the Original Indebtedness) an obligor in respect of such Original Indebtedness and shall constitute an obligation of such Subsidiary only to the extent of their obligations in respect of such Original Indebtedness; and (d) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof).

"Register" has the meaning specified in Section 10.06(c).

"Registered Public Accounting Firm" has the meaning specified by the Securities Laws and shall be independent of the Lead Borrower and its Subsidiaries as prescribed by the Securities Laws.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Rent Reserves" 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 (2) months' rent at such store, warehouse distribution center, regional distribution center or depot.

"Reports" has the meaning provided in Section 9.12(b).

"Request for Credit Extension" means (a) with respect to a Borrowing of Loans, conversion or continuation of Loans, an electronic notice via the Portal or LIBOR Rate Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and, if required by the L/C Issuer, a Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required FILO Lenders" means, as of any date of determination, collectively, (a) prior to the funding of the FILO Loans on the Closing Date, FILO Lenders holding FILO Commitments aggregating more than fifty percent (50%) of the Aggregate FILO Commitments, and (b) thereafter, FILO Lenders whose percentage of the Total FILO Outstandings, aggregate more than fifty percent (50%) of the Total FILO Outstandings; provided, however, that at any time there shall be two (2) or more unaffiliated Non-Defaulting Lenders that are FILO Lenders, Required FILO Lenders shall include at least two (2) such unaffiliated Non-Defaulting Lenders that are FILO Lenders, in each case, for determining Required FILO Lenders. The FILO Commitments and the share of Total FILO Outstandings of any Defaulting Lender shall be disregarded in determining Required FILO Lenders at any time.

"Required Lenders" means, as of any date of determination, collectively, (a) Lenders holding more than fifty percent (50%) of the sum of (i) the Aggregate Revolving Commitments, plus (ii) (A) at any time prior to the funding of the FILO Loans on the Closing Date, the Aggregate FILO Commitments, or (B) at any time thereafter, the Total FILO Outstandings, if any, in each case, at such time, or (b) if the Aggregate Commitments have been terminated, Lenders whose percentage of the Total Outstandings (calculated assuming settlement and repayment of all Swing Line Loans by the Lenders) aggregate more than fifty percent (50%) of such Total Outstandings; provided, however, that at any time there shall be two (2) or more unaffiliated Non-Defaulting Lenders, Required Lenders shall include at least two (2) such unaffiliated Non-Defaulting Lenders. The Commitments and the share of Total Outstandings of any Defaulting Lender shall be disregarded in determining Required Lenders at any time; provided, that, the amount of any participation in (x) any unreimbursed Letter of Credit Disbursements that such Defaulting Lender that is a Lender has failed to fund or (y) any Swing Line Loan that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the applicable L/C Issuer or Swing Line Lender, as the case may be, in making such determination.

"Required Revolving Lenders" means, as of any date of determination, collectively, Revolving Lenders having Revolving Commitments aggregating more than fifty percent (50%) of the Aggregate Revolving Commitments, or if the Aggregate Revolving Commitments have been terminated, Revolving Credit Lenders whose percentage of the Total Revolving Outstandings (calculated assuming settlement and repayment of all Swing Line Loans by the Lenders) aggregate more than fifty percent (50%) of the Total Revolving Outstandings; provided, however, that at any time there shall be two (2) or more unaffiliated Non-Defaulting Lenders that are Revolving Lenders, Required Revolving Lenders shall include at least two (2) such unaffiliated Non-Defaulting Lenders that are Revolving Lenders. The Revolving Commitments and the share of Total Revolving Outstandings of any Defaulting Lender shall be disregarded in determining Required Revolving Lenders at any time; provided, that, the amount of any participation in any unreimbursed Letter of Credit Disbursements or Swing Line Loans that such Defaulting Lender that is a Revolving Lender has failed to fund that have not been reallocated to and funded by another Revolving Lender shall be deemed to be held by the Revolving Lender that is the applicable L/C Issuer or Swing Line Lender, as the case may be, in making such determination.

"Reserves" means, without duplication of any other Reserves or items that are otherwise addressed through eligibility criteria, any and all reserves which the Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, the FILO Reserve, reserves for accrued and unpaid

interest on the Obligations, Rent Reserves, Gift Card Reserves, Bank Products Reserves, the Priority Payable Reserves, Wage Earner Protection Act Reserves, Cash Management Reserves, and reserves for loyalty programs, reserves for consignee's, warehousemen's, mortgagee's and bailee's charges, reserves for dilution of Accounts, layaway deposits reserves for Inventory shrinkage, reserves for customs charges and shipping charges and other foreign landing costs related to any Inventory in transit, reserves for Swap Obligations, reserves for contingent liabilities of any Loan Party, reserves for uninsured losses of any Loan Party, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation, and reserves for taxes, fees, assessments, and other governmental charges with respect to the Collateral or any Loan Party; provided, that, reserves shall not be established or maintained specifically on account of amounts due or that may become due in respect of the Specified Indebtedness (other than such reserve as the Agent may deem necessary, in its Permitted Discretion, to establish and maintain in respect of rent that the Agent would be required to pay under the Enfield Collateral Access Agreement if the Agent were to elect to occupy the Enfield Premises).

"Responsible Officer" means the chief executive officer, president, chief financial officer, treasurer or assistant treasurer of a Loan Party or any of the other individuals designated in writing to the Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder, including, with respect to the Portal, any person authorized and authenticated through the Portal in accordance with the Agent's procedures for such authentication. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment. Without limiting the foregoing, "Restricted Payments" with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

"Retail Store Account" means a DDA used by a Loan Party solely for the deposit of cash and checks received from retail customers with respect to sales of Inventory at the Loan Party's Stores.

"Revolving Borrowing Base" means, at any time (without duplication), the Dollar Equivalent Amount sum of:

(a) the product of (i) 90% multiplied by (ii) the net amount of Eligible Credit Card Receivables of the Borrowers and BB Canada at such time, plus

(b) the product of (i) 85% multiplied by (ii) the net amount of Eligible Accounts of the Borrowers and BB Canada at such time, plus

(c) the product of (i) 90% multiplied by (ii) the Net Orderly Liquidation Value Percentage identified in the most recent inventory appraisal received by the Agent, multiplied by (iii) Eligible Inventory of the Borrowers and BB Canada at such time, valued at Cost, plus

(d) the product of (i) 90% multiplied by (ii) the Net Orderly Liquidation Value Percentage identified in the most recent inventory appraisal received by the Agent, multiplied by (iii) Eligible In-Transit Inventory of the Borrowers and BB Canada at such time, valued at Cost; provided, that, in no event shall the aggregate amount of Eligible In-Transit Inventory included in the determination of the Revolving Borrowing Base (pursuant to this clause (d)) and the FILO Borrowing Base (pursuant to clause (d) of the definition of "FILO Borrowing Base") exceed 20% of the aggregate amount of Eligible Inventory included in the determination of the Revolving Borrowing Base (pursuant to clause (c) above) and the FILO Borrowing Base (pursuant to clause (c) of the definition of "FILO Borrowing Base"), minus

(e) without duplication, the FILO Reserve and all other Reserves established by the Agent in its Permitted Discretion;

The Agent may, in its Permitted Discretion, adjust or establish Reserves used in computing the Revolving Borrowing Base from time to time, and any such new Reserves established after the Closing Date shall become effective upon four (4) Business Days' notice to the Borrowers; provided, that, no such notice shall be required for any changes in Reserves resulting from a mathematical calculation of the amount of such Reserves in accordance with previously utilized calculation methodologies. Subject to the immediately preceding sentence and the other provisions hereof, the Revolving Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Agent pursuant to Section 6.01(f).

Any changes after the Closing Date in how the Borrowers and BB Canada value their Inventory in accordance with their historical practices prior to the Closing Date shall be subject to the reasonable approval of the Agent. For the avoidance of doubt, none of the assets of Deconic shall be included in the calculation of the Revolving Borrowing Base.

"Revolving Commitment" means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrowers pursuant to Section 2.01(a), (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Revolving Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Revolving Commitment Percentage" means, with respect to any Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Revolving Lender's Revolving Commitment at such time, subject to adjustment as provided herein. If the commitment of each Revolving Lender to make Revolving Loans, the obligation of the L/C Issuers to issue Letters of Credit and the obligation of the Swing Line Lender to make Swing Line Loans have been terminated or if the Aggregate Revolving Commitments have expired, then the Revolving Commitment Percentage of each Revolving Lender shall be determined based on the Revolving Commitment Percentage of such Revolving Lender most recently in effect, giving effect to any subsequent assignments. The initial Revolving Commitment Percentage of each Revolving Lender is set forth opposite such Revolving Lender's name on Schedule 2.01 hereto under the caption "Revolving Commitment Percentage" or opposite such caption in the Assignment and Assumption pursuant to which such Revolving Lender becomes a party hereto, as applicable.

"Revolving Early Termination Fee" has the meaning set forth in Section 2.09(b)(ii).

"Revolving Lender" means each Lender that has a Revolving Commitment, Revolving Loan, or participates in a Letter of Credit or Swing Line Loans.

"Revolving Loan" means a Loan made pursuant to Section 2.01(a).

"Revolving Loan Cap" means, at any time, the lesser of (i) the Revolving Borrowing Base at such time and (ii) the Aggregate Revolving Commitments at such time.

"Revolving Note" means a promissory note made by the Borrowers, substantially in the form of Exhibit C-1, in favor of a Revolving Lender, evidencing the Revolving Loans made by such Revolving Lender to the Borrowers.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale/Leaseback Transaction" means an arrangement relating to property owned by the Lead Borrower or any Subsidiary whereby the Lead Borrower or such Subsidiary sells or transfers such property to any Person and the Lead Borrower 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 Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC or the Government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by the Government of Canada or any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, (e) the Government of Canada, or (f) any other Governmental Authority with jurisdiction over any member of Lender Group or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Securities Account" has the meaning set forth in the UCC or PPSA, as applicable.

"Securities Account Control Agreement" means an agreement, in form and substance satisfactory to the Agent, among a Loan Party, a securities broker or securities intermediary at which such Loan Party maintains a Securities Account, and the Agent, providing for the Agent to have control in the manner provided under the UCC or STA, as applicable, over the securities and other financial assets held in such Securities Account.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

"Security Documents" means the US Security Agreement, the Canadian Security Agreement, the Blocked Account Agreements, the Securities Account Control Agreements, the Credit Card Notifications, the Collateral Access Agreements (including the Enfield Collateral Access Agreement), the Canadian Hypothecs, and each other security agreement or other instrument or document executed and delivered to the Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

"Segregated Equity Proceeds Account" means a DDA or Securities Account of the Lead Borrower (a) that is used exclusively for the deposit of proceeds from the issuance and sale of Equity Interests by the Lead Borrower, (b) in which no products or proceeds of Inventory, Accounts or other Collateral are deposited or otherwise commingled, and (c) that has been designated as a "Segregated Equity Proceeds Account" in accordance with Section 6.13(g).

"Segregated Non-Collateral Proceeds Account" means a DDA or Securities Account of any Loan Party (a) that is used exclusively for the deposit of proceeds from the sale or disposition of property or assets of a Loan Party other than (i) Inventory, Accounts or other Collateral or (ii) Equity Interests, (b) in which no products or proceeds of Inventory, Accounts or other Collateral are deposited or otherwise commingled, and (c) that has been designated as a "Segregated Non-Collateral Proceeds Account" in accordance with Section 6.13(g).

"Settlement Date" has the meaning provided in Section 2.14(a).

"Shareholders' Equity" means, as of any date of determination, Consolidated shareholders' equity of the Lead Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

"Solvent" and "Solvency" means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person's debts (including contingent liabilities) is less than all of such Person's assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, and (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is "solvent" or not "insolvent", as applicable within the meaning given those terms and similar terms under Debtor Relief Laws and applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"Specified Event of Default" means the occurrence of any Event of Default under Sections 8.01(a), (b), (d), (h), (i), (j) or (m).

"Specified Excluded Account" means collectively, (i) any Segregated Non-Collateral Proceeds Account, and (ii) any Segregated Equity Proceeds Account.

"Specified Indebtedness" means Indebtedness of the Borrowers in an aggregate principal amount not to exceed $15,000,000 (including the maximum amount available to be drawn under the Specified UniCredit Letters of Credit) owing to UniCredit pursuant to the Specified Indebtedness Documents, as such Indebtedness may be amended, restated, extended, renewed or otherwise modified from time to time, and any and all reimbursement agreements which may exist in respect of letters of credit which may be issued from time to time under the Specified Indebtedness.

"Specified Indebtedness Documents" means, collectively, (a) the Uncommitted Credit Facility Agreement dated as of September 2, 2014 between the Lead Borrower and UniCredit, (b) the Master Promissory Note dated September 2, 2014 issued by the Lead Borrower in favor of UniCredit, initially in the principal amount of $35,000,000, (c) the Open-End Mortgage Deed, Security Agreement and Financing Statement to Secure Commercial Future Advance Loan Agreement and Loan Agreement and Letter of Credit Reimbursement Obligations dated as of September 2, 2014 from the Lead Borrower, as "Mortgagor", in favor of UniCredit, as "Mortgagee", with respect to the Enfield Premises, (d) [reserved], and (e) the other documents executed or delivered in connection with the foregoing, all as may be amended, restated, extended, renewed or otherwise modified from time to time.

"Specified UniCredit Letters of Credit" means those Letters of Credit issued by UniCredit for the accounts of the Lead Borrower and its Subsidiaries outstanding on the Closing Date and listed on Schedule 1.04 hereto.

"Spot Rate" has the meaning given to such term in Section 1.07 hereof.

"STA" means the *Securities Transfer Act* (Ontario), or to the extent applicable, similar legislation of any other jurisdiction, as amended, renamed or replaced from time to time, and includes all regulations from time to time made under such legislation.

"Standard Letter of Credit Practice" means, for the L/C Issuer, any domestic or foreign Law or letter of credit practices applicable in the city in which the L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such Laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

"Standby Letter of Credit" means any Letter of Credit that is not a Commercial Letter of Credit and that (a) is used in lieu or in support of performance guaranties or performance, surety or similar bonds (excluding appeal bonds) arising in the ordinary course of business, (b) is used in lieu or in support of stay or appeal bonds, (c) supports the payment of insurance premiums for reasonably necessary casualty insurance carried by any of the Loan Parties, or (d) supports payment or performance for identified purchases or exchanges of products or services in the ordinary course of business.

"Standby Letter of Credit Agreement" means the Standby Letter of Credit Agreement relating to the issuance of a Standby Letter of Credit in the form from time to time in use by the L/C Issuer.

"Stated Amount" means at any time the maximum amount for which a Letter of Credit may be honored.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which is subordinated to the payment of the Obligations to the written satisfaction of the Agent. For the avoidance of doubt, the Affiliate Subordinated Debt and the TAL Debt shall be deemed to constitute "Subordinated Indebtedness".

"Subordination Agreement" means, collectively, the Affiliate Subordination Agreement and the TAL Subordination Agreement.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Lender" means Wells Fargo, in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"Swing Line Loan" has the meaning specified in Section 2.04(a).

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit B.

"Swing Line Note" means the promissory note of the Borrowers substantially in the form of Exhibit C-3, payable to the order of the Swing Line Lender, evidencing the Swing Line Loans made by the Swing Line Lender.

"Swing Line Sublimit" means an amount equal to the lesser of (a) $30,000,000 and (b) the Aggregate Revolving Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"TAL Debt" means the Indebtedness of the Lead Borrower in an aggregate outstanding principal amount as of the Closing Date equal to $50,000,000 owing to Castle Apparel Limited, which Indebtedness bears interest at a rate not greater than 3.00% per annum, is payable quarterly beginning on the date that is three months from July 3, 2017 and thereafter on the date that is three months from each prior payment date, and is evidenced by the promissory note listed on Schedule 1.06 hereto.

"TAL Subordination Agreement" means that certain Subordination Agreement dated as of the Closing Date, among Castle Apparel Limited, the Agent and the Loan Parties.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Commitments are irrevocably terminated (or deemed terminated) in accordance with Article VIII, or (iii) the termination of the Commitments in accordance with the provisions of Section 2.06(a) hereof.

"Termination Event" means (a) the withdrawal of the Canadian Guarantor or any other Canadian Domestic Subsidiary from a Canadian Defined Benefit Plan which is a "multi-employer pension plan", as defined under applicable pension standards legislation, during a plan year; or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan; or (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Total Assets" means, at any date of determination, the Consolidated total assets of the Lead Borrower as of the last day of the most recent Measurement Period of the Lead Borrower for which financial statements have been delivered pursuant to Section 6.01(a) or (b).

"Total Indebtedness" means, as of any date, the aggregate principal amount of all Indebtedness of the Lead Borrower and its Subsidiaries outstanding as of such date (other than contingent obligations in respect of letters of credit to the extent such letters of credit do not support Indebtedness for borrowed money), determined on a Consolidated basis in accordance with GAAP. For the avoidance of doubt, "Total Indebtedness", as of any date of determination, shall not include the unfunded amounts available to be drawn as of such date under (i) this Agreement, (ii) the Specified Indebtedness or (iii) any other revolving credit facility (in each case, other than amounts available to be drawn under letters of credit outstanding as of such date that have been issued under this Agreement, the Specified Indebtedness or any other revolving credit facility and that support Indebtedness for borrowed money).

"Total FILO Outstandings" means the aggregate Outstanding Amount of all FILO Loans.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"Total Revolving Outstandings" means the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans, and all L/C Obligations.

"Trading with the Enemy Act" has the meaning set forth in Section 10.18.

"Transactions" means the (a) execution, delivery and performance by the Loan Parties of this Agreement, the borrowing of Loans hereunder, the use of the proceeds of such Loans and the issuance of Letters of Credit hereunder, (b) the creation and perfection of the security interests provided for in the Security Documents, and (c) the payment of all fees, commissions, costs and expenses in connection with the foregoing.

"Type" means, with respect 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 LIBOR Rate or the Base Rate.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the state of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided, further, that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the state of New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the L/C Issuer for use.

"UFCA" has the meaning specified in Section 10.22(d).

"UFTA" has the meaning specified in Section 10.22(d).

"UniCredit" means UniCredit S.p.A.-New York Branch, together with its successors, assigns and Affiliates.

"Unintentional Overadvance" means an Overadvance which, to the Agent's knowledge, did not constitute an Overadvance when made, but which has become an Overadvance resulting from changed circumstances beyond the control of the Secured Parties, including, without limitation, a reduction in the Net Orderly Liquidation Value Percentage of property or assets included in the Revolving Borrowing Base, increase in Reserves or misrepresentation by the Loan Parties.

"United States" and "U.S." mean the United States of America.

"US Security Agreement" means that certain Security Agreement (including any and all supplements thereto), dated as of the Closing Date, among the Loan Parties and the Agent, for the benefit of the Agent and the Credit Parties, and any other pledge or security agreement governed by the laws of a jurisdiction located within the United States entered into, after the Closing Date by any other Loan Party (as required by this Agreement or any other Loan Document) or any other Person for the benefit of the Agent and the Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Wage Earner Protection Act Reserves" means, on any date of determination, such reserves established from time to time by the Agent in such amount as the Agent determines reflects the amounts that may become due under the *Wage Earner Protection Program Act* (Canada) with respect to the employees of any Loan Party employed in Canada which would give rise to a Lien with priority under applicable Law over the Liens of the Agent.

"Wells Fargo" means Wells Fargo Bank, National Association and its successors.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) 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." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) 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 or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (i) the repayment in Dollars in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit and Bank Products (other than Swap Contracts) and any other contingent Obligation, including indemnification obligations, providing Cash Collateralization) or other collateral as may be requested by the Agent of all of the Obligations (including the payment of any termination amount (including, without limitation, the Early Termination Fee) then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Swap Contracts) other than (A) unasserted contingent indemnification Obligations, (B) any Obligations relating to Bank Products (other than Swap Contracts) that, at such time, are allowed by the applicable Bank Product provider to remain outstanding without being required to be repaid or Cash Collateralized or other collateral as may be requested by the Agent, and (C) any Obligations relating to Swap Contracts that, at such time, are allowed by the applicable provider of such Swap Contracts to remain outstanding without being required to be repaid, and (ii) the termination of the Aggregate Commitments and the Loan Documents.

(e) For purposes of any Collateral, if any, located in the Province of Quebec or charged by any Canadian Hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a "resolutory clause", (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Quebec, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs", (l) "joint and several" shall be deemed to include "solidary", (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatory", (o) "easement" shall be deemed to include "servitude", (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) a "land surveyor" shall be deemed to include an "arpenteur-géomètre", (s) "fee simple title" shall be deemed to include "absolute ownership" and (t) "foreclosure" shall be deemed to include "the exercise of a hypothecary right." The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement*.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Lead Borrower or the Required Lenders shall so request, the Agent, the Lenders and the Lead Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided, that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Lead Borrower shall provide to the Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit 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 such time.

1.07 Currency Equivalents Generally. Principal, interest, reimbursement obligations, fees, and all other amounts payable under this Agreement and the other Loan Documents to the Agent and the Lenders shall be payable in Dollars. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts or proceeds denominated in other currencies shall be converted to the Dollar Equivalent Amount of Dollars on the date of calculation, comparison, measurement or determination. Any amount specified in this Agreement (other than in Articles II, IX and X) or any of the other Loan Documents to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the "Spot Rate" for a currency means the rate determined by the Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two (2) Business Days prior to the date of such determination; provided, that, the Agent may obtain such spot rate from another financial institution designated by the

Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

1.08 Status of Obligations. In the event that the Lead Borrower or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Lead Borrower shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

1.09 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under the Laws of the state of Delaware (or any comparable event under a different jurisdiction's applicable Law): (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 COMMITMENTS AND CREDIT EXTENSIONS

2.01 Revolving Loans; FILO Loans.

(a) Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make loans (each such loan, a "Revolving Loan") to the Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such Revolving Lender's Revolving Commitment, or (y) such Revolving Lender's Applicable Percentage of the Revolving Borrowing Base; subject in each case to the following limitations:

(i) after giving effect to any Credit Extension, the Total Revolving Outstandings shall not exceed the Revolving Loan Cap and the Total Outstandings shall not exceed the Aggregate Loan Cap (other than as a result of a Protective Advance),

(ii) except with respect to a Lender acting as the Swing Line Lender on account of Swing Line Loans made by such Lender, after giving effect to any Credit Extension, the aggregate Outstanding Amount of the Revolving Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans, plus such Lender's Applicable Percentage of the Outstanding Amount of all Protective Advances shall not exceed such Lender's Revolving Commitment,

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit, and

(iv) the Outstanding Amount of all Swing Line Loans shall not exceed the Swing Line Sublimit.

Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Revolving Loans may be Base Rate Loans or LIBOR Rate Loans, as further provided herein.

(b) Subject to the terms and conditions set forth herein, each FILO Lender severally agrees to make a single term loan (each such loan, a "FILO Loan") to the Borrowers on the Closing Date in a principal amount not to exceed the FILO Commitment of such FILO Lender; provided, that, Total Outstandings (after giving effect to such FILO Loans) shall not exceed the Aggregate Loan Cap. Amounts repaid in respect of the FILO Loan may not be reborrowed. Upon each applicable FILO Lender's making of its FILO Loan on the Closing Date, the FILO Commitment of such FILO Lender shall be terminated.

The Borrowing of FILO Loans on the Closing Date shall consist of FILO Loans made simultaneously by the FILO Lenders in accordance with their respective FILO Commitments. FILO Loans to the Borrowers that are repaid or prepaid may not be reborrowed.

(c) The Reserves as of the Closing Date are set forth in the Borrowing Base Certificate delivered pursuant to Section 4.01(c) hereof.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Loans (other than Swing Line Loans) shall be either Base Rate Loans or LIBOR Rate Loans as the Lead Borrower may request subject to and in accordance with this Section 2.02. All Swing Line Loans shall be only Base Rate Loans. Subject to the other provisions of this Section 2.02, Borrowings of more than one Type may be incurred at the same time.

(b) Each request for a Borrowing consisting of a Base Rate Loan shall be made by electronic request of the Lead Borrower through the Agent's Commercial Electronic Office Portal or through such other electronic portal provided by the Agent (the "Portal"), which must be received by the Agent not later than 2:00 p.m. on the requested date of any Borrowing of Base Rate Loans. The Borrowers hereby acknowledge and agree that any request made through the Portal shall be deemed made by a Responsible Officer of the Borrowers. Each request for a Borrowing consisting of a LIBOR Rate Loan shall be made pursuant to the Lead Borrower's submission of a LIBOR Rate Loan Notice, which must be received by the Agent not later than 11:00 a.m. three (3) Business Days prior to the requested date of any Borrowing or continuation of LIBOR Rate Loans. Each LIBOR Rate Loan Notice shall specify (i) the requested date of the Borrowing or continuation, as the case may be (which shall be a Business Day), (ii) the principal amount of LIBOR Rate Loans to be borrowed or continued (which shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof), and (iii) the duration of the Interest Period with respect thereto. If the Lead Borrower fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. On the requested date of any Borrowing of Revolving Loans that are LIBOR Rate Loans, (i) in the event that Revolving Loans that are Base Rate Loans are outstanding in an amount equal to or greater than the requested Revolving Loans that are to be made as LIBOR Rate Loans, all or a portion of such Revolving Loans that are Base Rate Loans shall be automatically converted to a LIBOR Rate Loan in the amount requested by the Lead Borrower, and (ii) if Revolving Loans that are Base Rate Loans are not outstanding in an amount at least equal to the requested LIBOR Rate Loan, the Lead Borrower shall make an electronic request via the Portal for additional Revolving Loans that are Base Rate Loans in an such amount, when taken with the outstanding Revolving Loans that are Base Rate Loans (which shall be converted automatically at such time), as is necessary to satisfy the requested LIBOR Rate Loan. If the Lead Borrower fails to make such additional request via the

Portal as required pursuant to clause (ii) of the foregoing sentence, then the Borrowers shall be responsible for all amounts due pursuant to Section 3.05 hereof arising on account of such failure. If the Lead Borrower fails to give a timely notice with respect to any continuation of a LIBOR Rate Loan, then the applicable Loans shall be converted to Base Rate Loans, effective as of the last day of the Interest Period then in effect with respect to the applicable LIBOR Rate Loans. All requests for a Borrowing which are not made by electronic request of the Lead Borrower through the Portal shall be subject to (and unless the Agent elects otherwise in the exercise of its sole discretion, such Borrowing shall not be made until the completion of) the Agent's authentication process (with results satisfactory to the Agent) prior to the funding of any such requested Loan.

(c) The Agent shall promptly notify each applicable Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Lead Borrower, the Agent shall notify each applicable Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(b). In the case of a Borrowing, each applicable Lender shall make the amount of its applicable Loan available to the Agent in immediately available funds at the Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Agent shall use reasonable efforts to make all funds so received available to the Borrowers in like funds by no later than 4:00 p.m. on the day of receipt by the Agent either by (i) crediting the account (if any) of the Lead Borrower on the books of Wells Fargo with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Agent by the Lead Borrower.

(d) The Agent, without the request of the Lead Borrower, may advance any interest, fee (including, without limitation, the Early Termination Fee), service charge (including direct wire fees), Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action on the part of the Agent shall not constitute a waiver of the Agent's rights and the Borrowers' obligations under Section 2.05(d). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(d) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(e) Except as otherwise provided herein, a LIBOR Rate Loan may be continued or converted only on the last day of an Interest Period for such LIBOR Rate Loan. During the existence of a Default or an Event of Default, no Loans may be requested as, converted to or continued as LIBOR Rate Loans without the Consent of the Required Lenders.

(f) The Agent shall promptly notify the Lead Borrower and the Lenders of the interest rate applicable to any Interest Period for LIBOR Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Agent shall notify the Lead Borrower and the Lenders of any change in Wells Fargo's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(g) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than six (6) Interest Periods in effect with respect to LIBOR Rate Loans.

(h) The Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Agent may, in its discretion, make Protective Advances without the consent of the Borrowers, the Lenders, the

Swing Line Lender and the L/C Issuer and the Borrowers and each Lender and L/C Issuer shall be bound thereby. Any Protective Advance may constitute a Swing Line Loan. A Protective Advance is for the account of the Borrowers and shall constitute a Base Rate Loan and an Obligation and shall be repaid by the Borrowers in accordance with the provisions of Section 2.05(d). The making of any such Protective Advance on any one occasion shall not obligate the Agent or any Lender to make or permit any Protective Advance on any other occasion or to permit such Protective Advances to remain outstanding. The making by the Agent of a Protective Advance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations to purchase participations with respect to Letter of Credits or of Section 2.04 regarding the Revolving Lenders' obligations to purchase participations with respect to Swing Line Loans. The Required Lenders may, upon not less than three (3) Business Days prior written notice, revoke the authority of the Administrative Agent to make further Protective Advances. The Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Agent with respect to Unintentional Overadvances regardless of the amount of any such Overadvance(s).

2.03 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of the Lead Borrower made in accordance herewith, and prior to the Maturity Date, the L/C Issuer agrees to issue a requested Letter of Credit for the account of the Loan Parties. By submitting a request to the L/C Issuer for the issuance of a Letter of Credit, the Borrowers shall be deemed to have requested that the L/C Issuer issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and be made in writing pursuant to a Letter of Credit Application by a Responsible Officer, (ii) delivered to the L/C Issuer and the Agent via telefacsimile or other electronic method of transmission reasonably acceptable to the L/C Issuer not later than 11:00 a.m. at least two (2) Business Days (or such other date and time as the Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the L/C Issuer's authentication procedures with results satisfactory to the L/C Issuer. Each such request shall be in form and substance reasonably satisfactory to the Agent and the L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Agent or the L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that the L/C Issuer generally requests for Letters of Credit in similar circumstances. The Agent's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, the L/C Issuer may, but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property, or (y) an employment contract.

(b) The L/C Issuer shall have no obligation to make any L/C Credit Extension if, after giving effect thereto, any of the limitations set forth in Section 2.01(a)(i)-(iv) would not be complied with.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the L/C Issuer shall not be required to issue or arrange for such Letter of Credit to the extent (i) the Defaulting Lender's participation with respect to such Letter of Credit may not be reallocated pursuant to Section 9.16(b), or (ii) the L/C Issuer has not otherwise entered into arrangements reasonably satisfactory to it and the Borrowers to eliminate the L/C Issuer's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include the

Borrowers cash collateralizing such Defaulting Lender's participation with respect to such Letter of Credit in accordance with Section 9.16(b). Additionally, the L/C Issuer shall have no obligation to issue and/or extend a Letter of Credit if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of Law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit or request that the L/C Issuer refrain from the issuance of letters of credit generally or such Letter of Credit in particular, (B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally, (C) the expiry date of such requested Letter of Credit that is a Standby Letter of Credit would occur later than the date that is twelve (12) months after the date of issuance thereof, provided, that, such Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration, subject to the terms hereof (including, without limitation, clause (E) below and Section 2.03(h)), (D) the expiry date of such requested Letter of Credit that is a Commercial Letter of Credit would occur later than the date that is the earlier of (i) 120 days after the date of the issuance of such Commercial Letter of Credit and (ii) the Letter of Credit Expiration Date, and (E) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless either such Letter of Credit is Cash Collateralized on or prior to the date of issuance of such Letter of Credit (or such later date as to which the Agent may agree) or all the Lenders have approved such expiry date.

(d) Any L/C Issuer (other than Wells Fargo or any of its Affiliates) shall notify the Agent in writing no later than the Business Day prior to the Business Day on which such L/C Issuer issues any Letter of Credit. In addition, each L/C Issuer (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Agent a report detailing the daily undrawn amount of each Letter of Credit issued by such L/C Issuer during the prior calendar week. The Borrowers and the Credit Parties hereby acknowledge and agree that all Existing Letters of Credit shall constitute Letters of Credit under this Agreement on and after the Closing Date with the same effect as if such Existing Letters of Credit were issued by L/C Issuer at the request of the Borrowers on the Closing Date. Each Letter of Credit shall be in form and substance reasonably acceptable to the L/C Issuer, including the requirement that the amounts payable thereunder must be payable in Dollars; provided, that, if the L/C Issuer, in its discretion, issues a Letter of Credit denominated in a currency other than Dollars, all reimbursements by the Borrowers of the honoring of any drawing under such Letter of Credit shall be paid in Dollars based on the Spot Rate. If the L/C Issuer makes a payment under a Letter of Credit, the Borrowers shall pay to Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02 hereof) and, initially, shall bear interest at the rate then applicable to Revolving Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, the Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to the L/C Issuer shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by the Agent of any payment from the Borrowers pursuant to this paragraph, the Agent shall distribute such payment to the L/C Issuer or, to the extent that the Revolving Lenders have made payments pursuant to Section 2.03(e) to reimburse the L/C Issuer, then to such Revolving Lenders and the L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.03(d), each Revolving Lender agrees to fund its Applicable Percentage of any Revolving Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrowers had requested the amount thereof as a Revolving Loan and the Agent shall promptly pay to the L/C Issuer the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of a Letter of Credit) and without any further action on the part of the L/C Issuer or the Revolving Lenders, the L/C Issuer shall be deemed to have granted to each Revolving

Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by the L/C Issuer, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Revolving Lender agrees to pay to the Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of any Letter of Credit Disbursement made by the L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of each Letter of Credit Disbursement made by the L/C Issuer and not reimbursed by Borrowers on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Agent or the L/C Issuer elects, based upon the advice of counsel, to refund) to the Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to the Agent, for the account of the L/C Issuer, an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of a Default or Event of Default or the failure to satisfy any condition set forth in Section 4.02 hereof. If any such Revolving Lender fails to make available to the Agent the amount of such Revolving Lender's Applicable Percentage of a Letter of Credit Disbursement as provided in this Section 2.03(e), such Revolving Lender shall be deemed to be a Defaulting Lender and the Agent (for the account of the L/C Issuer) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each Credit Party (including the L/C Issuer and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including the L/C Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by Law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Article III) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to the L/C Issuer in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by the L/C Issuer to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

(x) the L/C Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to the L/C Issuer in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to the L/C Issuer's issuance of a Letter of Credit in support of a foreign guaranty including without limitation the expiration of such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by the L/C Issuer in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

provided, however, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (x) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. The Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.03(f). If and to the extent that the obligations of the Borrowers under this Section 2.03(f) are unenforceable for any reason, the Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable Law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of the L/C Issuer (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrowers that are caused directly by the L/C Issuer's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrowers' aggregate remedies against the L/C Issuer and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrowers to the L/C Issuer in respect of the honored presentation in connection with such Letter of Credit under Section

2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrowers shall take action to avoid and mitigate the amount of any damages claimed against the L/C Issuer or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrowers as a result of the breach or alleged wrongful conduct complained of; and (y) the amount (if any) of the loss that would have been avoided had the Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the L/C Issuer to effect a cure.

(h) The Borrowers are responsible for the final text of the Letter of Credit as issued by the L/C Issuer, irrespective of any assistance the L/C Issuer may provide such as drafting or recommending text or by the L/C Issuer's use or refusal to use text submitted by the Borrowers. The Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the L/C Issuer, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. The Borrowers are solely responsible for the suitability of the Letter of Credit for the Borrowers' purposes. If the Borrowers request that the L/C Issuer issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against the L/C Issuer; (ii) the Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the L/C Issuer and the Borrowers. The Borrowers will examine the copy of the Letter of Credit and any other documents sent by the L/C Issuer in connection therewith and shall promptly notify the L/C Issuer (not later than three (3) Business Days following the Borrowers' receipt of documents from the L/C Issuer) of any non-compliance with the Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrowers understand and agree that the L/C Issuer is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrowers will so notify the Agent and the L/C Issuer at least 30 calendar days before the L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrowers' reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the L/C Issuer or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) the L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the L/C Issuer or any other Person;

(vi) the L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at the L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against the L/C Issuer, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, however, that subject to Section 2.03(g) above, the foregoing shall not release the L/C Issuer from such liability to the Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the L/C Issuer, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrowers to the L/C Issuer arising under, or in connection with, this Section 2.03 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the L/C Issuer and each other Letter of Credit Related Person (if applicable) shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers and the obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than

the L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that the L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by the L/C Issuer if subsequently the L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by the L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) Upon the request of the Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Obligation that remains outstanding, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. Sections 2.05, 8.02(a)(iii) and 9.16(b) set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.03, Section 2.05, Section 8.02(a)(iii) and Section 9.16(b), "Cash Collateralize" means to pledge and deposit with or deliver to the Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances in an amount equal to 103% of the Outstanding Amount of all L/C Obligations (other than L/C Obligations with respect to Letters of Credit denominated in a currency other than Dollars,

which L/C Obligations shall be Cash Collateralized in an amount equal to 115% of the Outstanding Amount of such L/C Obligations (or such lesser amount as agreed upon by the applicable L/C Issuer and the Agent)), pursuant to documentation in form and substance satisfactory to the Agent and the L/C Issuer (which documents are hereby Consented to by the Lenders). The Borrowers hereby grant to the Agent a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in a Cash Collateral Account. If at any time the Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrowers will, forthwith upon demand by the Agent, pay to the Agent, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Law, to reimburse the L/C Issuer and, to the extent not so applied, shall thereafter be applied to satisfy other Obligations. If Borrowers fail to provide Cash Collateral as required by this Section 2.03, Section 2.05, Section 8.02(a)(iii) or Section 9.16(b), the Revolving Lenders may (and, upon direction of the Agent, shall) advance, as Revolving Loans, the amount of the cash collateral required pursuant to the terms of this Agreement so that the then Outstanding Amount of all L/C Obligations is cash collateralized in accordance with the terms hereof (whether or not the Aggregate Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(l) The Borrowers shall pay to the Agent for the account of each Revolving Lender in accordance with its Applicable Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit equal to the Applicable Margin times the daily Stated Amount under each such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit). For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of the Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) due and payable on the first day after the end of each month commencing with the first such date to occur after the issuance of such Letter of Credit, and after the Letter of Credit Expiration Date, on demand, and (ii) computed on a monthly basis in arrears. Notwithstanding anything to the contrary contained herein, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate as provided in Section 2.08(b) hereof.

(m) In addition to the Letter of Credit Fees as set forth in Section 2.03(l) above, the Borrowers shall pay immediately upon demand to the Agent for the account of the L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.02(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(m)): (i) a fronting fee which shall be imposed by the L/C Issuer equal to 0.125% per annum times the average amount of the L/C Obligations during the immediately preceding month, plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, the L/C Issuer, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations). Notwithstanding the foregoing to the contrary, all such fronting fees and commissions, fees and charges payable with respect to the Existing Letters of Credit shall be paid directly to JPMorgan Chase Bank, N.A. in its capacity as the L/C Issuer with respect thereto (in such amounts as separately agreed by the Borrowers and JPMorgan Chase Bank, N.A. in its capacity as the L/C Issuer of the Existing Letters of Credit).

(n) Unless otherwise expressly agreed by the L/C Issuer and the Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each Standby Letter of Credit, and (ii) the rules of the UCP shall apply to each Commercial Letter of Credit.

(o) The L/C Issuer shall be deemed to have acted with due diligence and reasonable care if the L/C Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(p) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At the Borrowers' costs and expense, the Borrowers shall execute and deliver to the L/C Issuer such additional certificates, instruments and/or documents and take such additional action as may be reasonably requested by the L/C Issuer to enable the L/C Issuer to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce the L/C Issuer's rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender may, in reliance upon the agreements of the other Revolving Lenders set forth in this Section 2.04, make loans (each such loan, a "Swing Line Loan") to the Borrowers from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Revolving Commitment Percentage of the Revolving Loans and L/C Obligations of the Revolving Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Swing Line Loan, each of the limitations set forth in Sections 2.01(a)(i) – (iv) shall be satisfied, and provided further, that, the Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall bear interest only at the rate applicable to Base Rate Loans. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Revolving Commitment Percentage times the amount of such

Swing Line Loan. The Swing Line Lender shall have all of the benefits and immunities (A) provided to the Agent in Article IX with respect to any acts taken or omissions suffered by the Swing Line Lender in connection with Swing Line Loans made by it or proposed to be made by it as if the term "Agent" as used in Article IX included the Swing Line Lender with respect to such acts or omissions, and (B) as additionally provided herein with respect to the Swing Line Lender.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Lead Borrower's irrevocable notice to the Swing Line Lender and the Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Agent (by telephone or in writing) that the Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Agent at the request of the Required Lenders prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender may, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrowers at its office by crediting the account of the Lead Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the Borrowers (which hereby irrevocably authorize the Swing Line Lender to so request on their behalf), that each Revolving Lender make a Revolving Loan that is a Base Rate Loan in an amount equal to such Revolving Lender's Revolving Commitment Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Revolving Loan Cap and the conditions set forth in Section 4.02. Each Revolving Lender shall make an amount equal to its Revolving Commitment Percentage of the amount of such outstanding Swing Line Loan available to the Agent in immediately available funds for the account of the Swing Line Lender at the Agent's Office not later than 1:00 p.m. on the day specified by the Swing Line Lender, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Base Rate Loan to the Borrowers in such amount. The Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Revolving Loans that are Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Revolving Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or an Event of Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to each Revolving Lender its Revolving Commitment Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Lender shall pay to the Swing Line Lender its Revolving Commitment Percentage thereof on demand of the Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrowers for interest on the Swing Line Loans. Until each Revolving Lender funds its Revolving Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving

Lender's Revolving Commitment Percentage of any Swing Line Loan, interest in respect of such Revolving Commitment Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Agent, at any time or from time to time voluntarily prepay Revolving Loans in whole or in part without premium or penalty; provided, that (i) such notice must be received by the Agent not later than 11:00 a.m. (A) three (3) Business Days prior to any date of prepayment of LIBOR Rate Loans and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of LIBOR Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof; and (iii) unless a Cash Dominion Event has occurred and is continuing, any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Revolving Loans to be prepaid and, if LIBOR Rate Loans, the Interest Period(s) of such Revolving Loans. The Agent will promptly notify each Revolving Lender of its receipt of each such notice, and of the amount of such Revolving Lender's Revolving Commitment Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a LIBOR Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Revolving Loans of the Revolving Lenders in accordance with their respective Revolving Commitment Percentages.

(b) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Swing Line Lender (with a copy to the Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided, that (i) such notice must be received by the Swing Line Lender and the Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of $100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) At any time when the Payment Conditions shall be satisfied, Borrowers may, upon irrevocable notice to the Agent, voluntarily prepay all or any portion of the FILO Loans; provided, that (x) such notice must be received by the Agent not later than 11:00 a.m. three Business Days prior to any date of prepayment; and (y) any voluntary prepayment shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. The Agent will promptly notify each FILO Lender of its receipt of each such notice, and of the amount of such FILO Lender's FILO Commitment Percentage of such prepayment. If such notice is given by a Borrower, the Borrowers shall make such prepayment to the Agent for the account of the FILO Lenders and the payment amount specified in such notice together with the FILO Early Termination Fee, shall be due and payable on the date specified therein. Any prepayment of the FILO Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.09 (including the FILO Early Termination Fee). Each such prepayment shall be applied to the FILO Loan of the FILO Lenders in accordance with their respective FILO Commitment Percentages. Except as provided in this Section 2.05(c), Section 2.05(d), Section 2.07(c), and Section 8.03, the FILO Loans shall not be repaid or prepaid

other than to the extent the Aggregate Commitments have been terminated and all other Credit Extensions shall have been repaid in full in cash or Cash Collateralized in accordance with the terms of this Agreement.

(d) If for any reason (i) the Total Revolving Outstandings at any time exceed the Revolving Loan Cap as then in effect, the Borrowers shall immediately prepay Revolving Loans, Swing Line Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(d)(i) unless after the prepayment in full of the Revolving Loans, the Total Revolving Outstandings exceed the Revolving Loan Cap as then in effect, and (ii) if after giving effect to such prepayments and/or Cash Collateralization of Revolving Loans, Swing Line Loans, and L/C Obligations as provided in clause (i) above, the Total FILO Outstandings exceed the Aggregate Loan Cap, the Borrowers shall immediately repay the FILO Loans in an aggregate amount equal to such excess.

(e) After the occurrence and during the continuance of a Cash Dominion Event, the Borrowers shall prepay the Loans and Cash Collateralize the L/C Obligations with the proceeds and collections received by the Loan Parties to the extent so required under the provisions of Section 6.13 hereof.

(f) Promptly (and in any event, within one (1) Business Day) after receipt by any Loan Party of any net cash proceeds of business interruption insurance, the Borrowers shall prepay the Loans and Cash Collateralize the L/C Obligations with the aggregate amount of such proceeds in the manner specified in Section 2.05(g).

(g) Prepayments made pursuant to Section 2.05(d), (e) and (f) above, first, shall be applied to the Swing Line Loans, second, shall be applied ratably to the outstanding Revolving Loans, third, shall be used to Cash Collateralize the remaining L/C Obligations; fourth, shall be applied ratably to the outstanding FILO Loans, provided, however, that no payment on account of the FILO Loans shall be required pursuant to Section 2.05(e), except to the extent an Event of Default shall have occurred and be continuing; and, fifth, the amount remaining, if any, after the prepayment in full of all Swing Line Loans, Revolving Loans, and FILO Loans outstanding at such time (as required herein) and the Cash Collateralization of the L/C Obligations in full, may be retained by the Borrowers for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the L/C Issuer or the Lenders, as applicable.

2.06 Termination or Reduction of Revolving Commitments.

(a) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Agent, terminate the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit or from time to time permanently reduce the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit; provided, that (i) any such notice shall be received by the Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $10,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Borrowers shall not terminate or reduce (A) the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments, or the Total Outstandings would exceed the Aggregate Loan Cap, (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, and (C) the Swing Line Sublimit if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of Swing Line Loans hereunder would exceed the Swing Line Sublimit.

(b) If, after giving effect to any reduction of the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Revolving Commitments, such Letter of Credit Sublimit or Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(c) The Agent will promptly notify the Revolving Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit or the Aggregate Revolving Commitments under this Section 2.06. Upon any reduction of the Aggregate Revolving Commitments, the Revolving Commitment of each Revolving Lender shall be reduced by such Revolving Lender's Applicable Percentage of such reduction amount. All fees (including, without limitation, commitment fees and Letter of Credit Fees) and interest in respect of the Aggregate Revolving Commitments accrued until the effective date of any termination of the Aggregate Revolving Commitments shall be paid on the effective date of such termination.

(d) In connection with any reduction in the Aggregate Revolving Commitments prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to the Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as the Agent shall reasonably request, in order to enable the Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the FRB.

(e) In connection with any early termination or permanent reduction in the Aggregate Revolving Commitments pursuant to this Section 2.06, the Borrowers shall pay to the Revolving Lenders on the effective date of such termination or reduction, the Early Termination Fee on the amount by which the Aggregate Revolving Commitment has been reduced or terminated.

2.07 Repayment of Loans.

(a) The Borrowers shall repay to the Revolving Lenders on the Termination Date the aggregate principal amount of Revolving Loans outstanding on such date.

(b) To the extent not previously paid, the Borrowers shall repay the outstanding balance of the Swing Line Loans on the Termination Date.

(c) The Borrowers shall repay to the FILO Lenders on the Termination Date the aggregate principal amount of FILO Loans outstanding on such date.

(d) To the extent not previously paid, the Borrowers shall repay the outstanding balance of the Protective Advances and all other Credit Extensions on the Termination Date.

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each LIBOR Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the LIBOR Rate for such Interest Period plus the Applicable Margin; (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) (i) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law.

(c) If any other Event of Default exists, then the Agent, upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Law.

(d) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in subsections (l) and (m) of Section 2.03:

(a) Commitment Fee. The Borrowers shall pay to the Agent for the account of each Revolving Lender in accordance with its Revolving Commitment Percentage, a commitment fee calculated on a per annum basis equal to the Commitment Fee Percentage times the actual daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first day after the end of each month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Early Termination Fee.

(i) With respect to the FILO Loans, in the event that, at any time on or prior to the second anniversary of the Closing Date (A) the Termination Date occurs for any reason (including by reason of acceleration or deemed acceleration of the Obligations pursuant to Section 8.02) or (B) the Borrowers prepay or repay, or are required to prepay or repay (whether by acceleration or deemed acceleration of the Obligations pursuant to Section 8.02 or for any other reason whatsoever) (including in connection with the commencement of any proceeding under any Debtor Relief Law) the FILO Loans in whole or in part, then, on the Termination Date or the effective date of such prepayment or repayment (or the date the requirement to prepay or repay arises), as applicable (each such date, a "FILO ETF Payment Date")), then the Borrowers will pay to the Agent, for the benefit of the Term Lenders, the FILO Early Termination Fee on the amount of the FILO Loans so paid, prepaid or repaid or required to be paid, prepaid or repaid. For the purposes hereof, the term "FILO Early Termination Fee" shall mean an amount equal to the amount set forth in the table immediately below corresponding to the period in which the FILO ETF Payment Date occurs:

Period	FILO Early Termination Fee
On or prior to the first anniversary of the Closing Date:	0.50% of the principal amount of the FILO Loans paid, prepaid, repaid or required to be paid, prepaid or repaid
After the first anniversary of the Closing Date, but on or prior to the second anniversary of the Closing Date:	0.25% of the principal amount of the FILO Loans paid, prepaid, repaid or required to be paid, prepaid or repaid
After the second anniversary of the Closing Date:	0%

(ii) With respect to the Revolving Loans, in the event that, at any time on or prior to the second anniversary of the Closing Date (A) the Termination Date occurs for any reason (including by reason of acceleration or deemed acceleration of the Obligations pursuant to Section 8.02) or (B) the Aggregate Revolving Commitments are terminated or permanently reduced in whole or in part for any reason (whether voluntarily by the Borrowers, or any termination or reduction thereof after the occurrence of an Event of Default or after acceleration or deemed acceleration of the Obligations pursuant to Section 8.02 or for any other reason whatsoever) (including in connection with the commencement of any insolvency proceeding or other proceeding pursuant to any Debtor Relief Laws), then, on the Termination Date or the effective date of such reduction in, or termination of, the Aggregate Revolving Commitments, as applicable (each such date, a "Revolving ETF Payment Date"; any Revolving ETF Payment Date or FILO ETF Payment Date may be referred to herein as the "Applicable ETF Payment Date")), then the Borrowers will pay to the Agent, for the benefit of the Revolving Lenders, the Revolving Early Termination Fee (as defined herein) on the amount of the Aggregate Revolving Commitments so terminated or reduced or deemed terminated or reduced. For the purposes hereof, the term "Revolving Early Termination Fee" shall mean an amount equal to the amount set forth in the table immediately below corresponding to the period in which the Revolving ETF Payment Date occurs:

Period	Revolving Early Termination Fee
On or prior to the first anniversary of the Closing Date:	0.50% of the amount of the Aggregate Revolving Commitments so reduced or terminated
After the first anniversary of the Closing Date, but on or prior to the second anniversary of the Closing Date:	0.25% of the amount of the Aggregate Revolving Commitments so reduced or terminated
After the second anniversary of the Closing Date:	0%

The calculation of the amount of the Early Termination Fee shall be made as of the Applicable ETF Payment Date. All parties to this Agreement agree and acknowledge that the Lenders will have suffered damages on account of any Applicable ETF Payment Date occurring on or prior to the second anniversary of the Closing

Date as a result of any (i) payment, repayment or prepayment or required payment, repayment or prepayment of any FILO Loan or (ii) termination or reduction or deemed termination or reduction of the Aggregate Revolving Commitments, and that, in view of the difficulty in ascertaining the amount of the damages on account thereof, each applicable Early Termination Fee constitutes reasonable compensation and liquidated damages to compensate the relevant Lenders on account thereof. The applicable Early Termination Fee shall be earned and due and payable upon the occurrence of the Applicable ETF Payment Date.

Without limiting the generality of the foregoing, it is understood and agreed that if the Obligations are accelerated for any reason, including because of the existence of an Event of Default or the commencement or continuance of any insolvency proceeding or other proceeding pursuant to any Debtor Relief Law, the Early Termination Fee, if any, determined as of the date of acceleration will be due and payable as though the (x) FILO Loans were voluntarily prepaid and the (y) the Aggregate Revolving Commitments were voluntarily terminated as of such date, and shall constitute part of the Obligations, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Lender's lost profits as a result thereof. The Borrowers agree that payment of any Early Termination Fee due hereunder is reasonable under the circumstances currently existing. The Early Termination Fee, if any, shall also be payable in the event the Obligations (and/or this Agreement or any other Loan Documents) are satisfied or released by foreclosure (whether by power of judicial proceeding or otherwise), agreement or deed in lieu of foreclosure or by any other means. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWERS EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING EARLY TERMINATION FEE IN CONNECTION WITH ANY SUCH ACCELERATION INCLUDING IN CONNECTION WITH ANY VOLUNTARY OR INVOLUNTARY ACCELERATION OF THE OBLIGATIONS PURSUANT TO ANY INSOLVENCY PROCEEDING OR OTHER PROCEEDING PURSUANT TO ANY DEBTOR RELIEF LAW OR PURSUANT TO A PLAN OF REORGANIZATION. The Borrowers expressly agree that: (i) the Early Termination Fee is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (ii) the Term Early Termination Fee shall be payable notwithstanding the then prevailing market rates at the time payment is made; (iii) there has been a course of conduct between the Lenders and the Borrowers giving specific consideration in this transaction for such agreement to pay the Early Termination Fee; and (iv) the Borrowers shall be estopped hereafter from claiming differently than as agreed to in this paragraph. The Borrowers expressly acknowledges that its agreement to pay the Early Termination Fee to the Lenders as herein described is a material inducement to the Lenders to enter into this Agreement.

(c) Each of the fees provided in this Section 2.09 shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees. All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each outstanding Loan beginning, and including the day, such Loan is made and until (but not including) the day on which such Loan (or such portion thereof) is paid, provided, that, any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, solely to the extent that (i) a court of competent jurisdiction finally determines that the calculation or determination of interest payable by a Canadian Guarantor in respect of the Obligations pursuant to this Agreement and the other Loan Documents shall be governed by the laws of any province or territory of Canada or the federal laws of Canada, or (ii) the Interest Act (Canada) otherwise applies: whenever interest payable by a Canadian Guarantor is calculated on the basis of a period which is less than the actual number

of days in a calendar year, each rate of interest determined pursuant to such calculation is, for the purposes of the Interest Act (Canada), equivalent to such rate multiplied by the actual number of days in the calendar year in which such rate is to be ascertained and divided by the number of days used as the basis of such calculation. Each Canadian Guarantor confirms that it understands and is able to calculate the rate of interest applicable to its Obligations based on the methodology for calculating per annum rates provided in this Agreement.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Agent in respect of such matters, the accounts and records of the Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Agent, the Borrowers shall execute and deliver to such Lender (through the Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Revolving Lender and the Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Agent and the accounts and records of any Revolving Lender in respect of such matters, the accounts and records of the Agent shall control in the absence of manifest error.

2.12 Payments Generally; Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Agent, for the account of the respective Lenders to which such payment is owed, at the Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. Subject to Section 2.14 hereof, the Agent will promptly distribute to each applicable Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Agent after 2:00 p.m., at the option of the Agent, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Agent. Unless the Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of LIBOR Rate Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Agent such Lender's share of such Borrowing, the Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Agent, then the applicable Lender and the Borrowers severally agree to pay to the Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans (that are Revolving Loans or FILO Loans, as applicable). If the Borrowers and such Lender shall pay such interest to the Agent for the same or an overlapping period, the Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Agent.

(ii) Payments by Borrowers; Presumptions by Agent. Unless the Agent shall have received notice from the Lead Borrower prior to the time at which any payment is due to the Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrowers will not make such payment, the Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds 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 the Agent, at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation.

A notice of the Agent to any Lender or the Lead Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof (subject to the provisions of the last paragraph of Section 4.02 hereof), the Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments hereunder are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment hereunder on any date required hereunder shall not relieve any other Lender of its

corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment hereunder.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of such respective Obligations greater than its pro rata share thereof as provided herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the Credit Party receiving such greater proportion shall (a) notify the Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Credit Parties ratably and in the priorities set forth in Section 8.03, provided, that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrowers, any Subsidiary, or Affiliate thereof (as to which the provisions of this Section shall apply).

Each Loan Party 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 Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Revolving Commitment Percentage of Revolving Loans (and outstanding Swing Line Loans) or FILO Commitment Percentage of FILO Loans, shall be computed weekly (or more frequently in the Agent's discretion) and shall be adjusted upward or downward based on Revolving Loans (and Swing Line Loans) or FILO Loans, as applicable, and repayments of Revolving Loans (and Swing Line Loans) or FILO Loans, as applicable, received by the Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Agent.

(b) The Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Revolving Loans (and Swing Line Loans) or FILO Loans for the period and the amount of repayments received for the period. As reflected on the summary statement, (i) the Agent shall transfer to each Revolving Lender or FILO Lender, as applicable, its Revolving Commitment Percentage or FILO Commitment Percentage, as applicable, of repayments, and (ii) each Lender shall transfer to the Agent (as provided below) or the Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of

Revolving Loans made by each Revolving Lender or the amount of FILO Loans made by each FILO Lender, as applicable, to the Borrowers with respect to Revolving Loans or FILO Loans shall be equal to such Revolving Lender's Revolving Commitment Percentage of Revolving Loans, or such FILO Lender's FILO Commitment Percentage of FILO Loans, as applicable, outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Agent by the Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Agent. If and to the extent any Lender shall not have so made its transfer to the Agent, such Lender agrees to pay to the Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Agent, equal to the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Agent in connection with the foregoing.

2.15 Increase in Commitments.

(a) **[**Reserved**]**.

(b) Uncommitted Increase.

(i) Request for Increase. Provided no Default or Event of Default then exists or would arise therefrom, upon notice to the Agent (which shall promptly notify the Revolving Lenders), the Lead Borrower may from time to time, request an increase in the Aggregate Revolving Commitments by an amount (for all such requests) not exceeding $85,000,000 (each, a "Commitment Increase"); provided, that (i) any such request for an increase shall be in a minimum amount of $25,000,000 and (ii) the Lead Borrower may make a maximum of four such requests. At the time of sending such notice, the Lead Borrower (in consultation with the Agent) shall specify the time period within which each Revolving Lender is requested to respond (which shall in no event be less than five (5) Business Days from the date of delivery of such notice to the Revolving Lenders).

(ii) Lender Elections to Increase. Each Revolving Lender shall notify the Agent within such time period whether or not it agrees to increase its Revolving Commitment and, if so, whether by an amount equal to, greater than, or less than its Revolving Commitment Percentage of such requested increase. Any Revolving Lender not responding within such time period shall be deemed to have declined to increase its Revolving Commitment.

(iii) Notification by Agent; Additional Lenders. The Agent shall notify the Lead Borrower and each Revolving Lender of the Revolving Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Agent, the L/C Issuer and the Swing Line Lender (which approvals shall not be unreasonably withheld), to the extent that the existing Revolving Lenders decline to increase their Revolving Commitments, or decline to increase their Revolving Commitments to the amount requested by the Lead Borrower, the Agent, in consultation with the Lead Borrower, will use its reasonable efforts to arrange for other Eligible Assignees to become a Lender hereunder and to issue commitments in an amount equal to the amount of the increase in the Aggregate Revolving Commitments requested by the Lead Borrower and not accepted by the existing Revolving Lenders (and the Lead Borrower may also invite additional Eligible Assignees to become Lenders) (each, an "Additional Commitment Lender"), provided, however, that without the consent of the Agent, at no time shall the Commitment of any Additional Commitment Lender be less than $25,000,000.

(iv) Effective Date and Allocations. If the Aggregate Revolving Commitments are increased in accordance with this Section, the Agent, in consultation with the Lead Borrower, shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Agent shall promptly notify the Lead Borrower and the Revolving Lenders of the final allocation of such increase and the Increase Effective Date and on the Increase Effective Date (i) the Aggregate Revolving Commitments under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Commitment Increase, and (ii) Schedule 2.01 shall be deemed modified, without further action, to reflect the revised Revolving Commitments and Revolving Commitment Percentages of the Revolving Lenders.

(c) Conditions to Effectiveness of Commitment Increase. As a condition precedent to such Commitment Increase, (i) the Lead Borrower shall deliver to the Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such Commitment Increase, and (B) in the case of the Borrowers, certifying that, before and after giving effect to such Commitment Increase, (1) the representations and warranties contained in Article V and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.15, the representations and warranties contained in Section 5.04 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 6.01, and (2) no Default or Event of Default exists or would arise therefrom, (ii) the Borrowers, the Agent, and any Additional Commitment Lender shall have executed and delivered a Joinder to the Loan Documents in substantially the form of Exhibit H attached hereto; (iii) the Borrowers shall have paid such fees and other compensation to the Additional Commitment Lenders as the Lead Borrower and such Additional Commitment Lenders shall agree; (iv) the Borrowers shall have paid such arrangement fees to the Agent as the Lead Borrower and the Agent may agree; (v) if requested by the Agent, the Borrowers shall deliver to the Agent and the Lenders an opinion or opinions, in form and substance reasonably satisfactory to the Agent, from counsel to the Borrowers reasonably satisfactory to the Agent and dated such date; (vi) the Borrowers and the Additional Commitment Lender shall have delivered such other instruments, documents and agreements as the Agent may reasonably have requested; (vii) no Default or Event of Default exists; and (viii) if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to the Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as the Agent shall reasonably request, in order to enable the Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the FRB. The Borrowers shall prepay any Revolving Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 2.05) to the extent necessary to keep the outstanding Revolving Loans ratable with any revised Revolving Commitment Percentages arising from any nonratable increase in the Revolving Commitments under this Section.

(d) Conflicting Provisions. This Section shall supersede any provisions in Sections 2.13 or 10.01 to the contrary.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without

reduction or withholding for any Indemnified Taxes or Other Taxes, provided, that, if the Loan Parties shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Loan Parties shall make such deductions and (iii) the Loan Parties shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other 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 Lead Borrower by a Lender or the L/C Issuer (with a copy to the Agent), or by the Agent on its own behalf or on behalf of the Agent, a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Loan Parties to a Governmental Authority, the Lead Borrower shall deliver to the 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 Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Lead Borrower (with a copy to the Agent), at the time or times prescribed by applicable Law or reasonably requested by the Lead Borrower or the Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. Such delivery shall be provided on the Closing Date and on or before such documentation expires or becomes obsolete or after the occurrence of an event requiring a change in the documentation most recently delivered. In addition, any Lender, if requested by the Lead Borrower or the Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Agent as will enable the Lead Borrower or the Agent to determine whether or not such Lender is subject to backup or other withholding or information reporting requirements.

Without limiting the generality of the foregoing, in the event that any Borrower is resident for tax purposes in the United States, any Foreign Lender shall deliver to the Lead Borrower and the 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 request of the Lead Borrower or the Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of IRS Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of IRS Form W-8ECI,

(iii) 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 to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) duly completed copies of IRS Form W-8BEN, or

(iv) any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable Law to permit the Lead Borrower to determine the withholding or deduction required to be made.

(f) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender 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 Lender shall deliver to the Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Agent (or, in the case of a Participant, the Lender granting the participation) 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 Agent (or, in the case of a Participant, the Lender granting the participation) as may be necessary for the Agent or the Borrowers to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement

(g) Treatment of Certain Refunds. If the Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Loan Parties or with respect to which the Loan Parties have paid additional amounts pursuant to this Section, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided, that, the Loan Parties, upon the request of the Agent, such Lender or the L/C Issuer, agree to repay the amount paid over to the Loan Parties (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent, such Lender or the L/C Issuer in the event the Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the Agent, any Lender or the L/C Issuer be required to pay any amount to any Loan Party pursuant to this subsection (g) the payment of which would place the Agent, such Lender or the L/C Issuer in a less favorable net after-Tax position than such Person 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 subsection shall not be construed to require the Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Illegality. Except with respect to any event described in Section 3.03(b), in which case the provisions of Section 3.03(b) shall control, if any Lender determines that any change in Law has made it

unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund LIBOR Rate Loans, or to determine or charge interest rates based upon the LIBOR Rate, 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 Lead Borrower through the Agent, any obligation of such Lender to make or continue LIBOR Rate Loans or to convert Base Rate Loans to LIBOR Rate Loans shall be suspended until such Lender notifies the Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, upon demand from such Lender (with a copy to the Agent), prepay or, if applicable, convert all LIBOR Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBOR Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBOR Rate Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates; Effect of Benchmark Transition Event.

(a) Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a LIBOR Rate Loan or a conversion to or continuation thereof that (i) Dollar deposits are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such LIBOR Rate Loan, (ii) adequate and reasonable means do not exist for determining the LIBOR Rate for any requested Interest Period with respect to a proposed LIBOR Rate Loan , or (iii) the LIBOR Rate for any requested Interest Period with respect to a proposed LIBOR Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain LIBOR Rate Loans shall be suspended until the Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Lead Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of LIBOR Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

(b) Effect of Benchmark Transition Event.

(i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Agent and the Borrower may amend this Agreement to replace the LIBOR Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Agent has posted such proposed amendment to all Lenders and the Borrowers so long as the Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of LIBOR with a Benchmark Replacement pursuant to this Section titled "Effect of Benchmark Transition Event" will occur prior to the applicable Benchmark Transition Start Date.

(ii) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark

Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(iii) *Notices; Standards for Decisions and Determinations.* The Agent will promptly notify the Borrowers and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or Lenders pursuant to this Section titled "Effect of Benchmark Transition Event," including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section titled "Effect of Benchmark Transition Event."

(iv) *Benchmark Unavailability Period.* Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any request for a LIBOR Borrowing of, conversion to or continuation of LIBOR Rate Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period, the component of Base Rate based upon the LIBOR Rate will not be used in any determination of the Base Rate.

(v) *Certain Defined Terms.* As used in this Section titled "Effect of Benchmark Transition Event":

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBOR Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; provided, that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of LIBOR with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrowers giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBOR Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBOR Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBOR Rate:

(A) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of LIBOR permanently or indefinitely ceases to provide LIBOR; or

(B) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBOR Rate:

(A) a public statement or publication of information by or on behalf of the administrator of the LIBOR Rate announcing that such administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided, that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBOR Rate;

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBOR Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBOR Rate, a resolution authority with jurisdiction over the administrator for the LIBOR Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBOR Rate, which states that the administrator of the LIBOR Rate has ceased or will cease to provide the LIBOR Rate permanently or indefinitely, provided, that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBOR Rate; or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBOR Rate announcing that the LIBOR Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than

90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Agent or the Required Lenders, as applicable, by notice to the Borrowers, the Agent (in the case of such notice by the Required Lenders) and the Lenders.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBOR Rate and solely to the extent that the LIBOR Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBOR Rate for all purposes hereunder in accordance with the Section titled "Effect of Benchmark Transition Event" and (y) ending at the time that a Benchmark Replacement has replaced the LIBOR Rate for all purposes hereunder pursuant to the Section titled "Effect of Benchmark Transition Event."

"Early Opt-in Election" means the occurrence of:

(i) a determination by the Agent or (ii) a notification by the Required Lenders to the Agent (with a copy to the Borrowers) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section titled "Effect of Benchmark Transition Event," are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBOR Rate, and

(ii) the election by the Agent or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Agent of written notice of such election to the Borrowers and the Lenders or by the Required Lenders of written notice of such election to the Agent.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

3.04 Increased Costs; Reserves on LIBOR Rate Loans.

(a) Increased Costs Generally. If any (i) Change in Law, or (ii) compliance by any Lender or the L/C Issuer with any direction, request, or requirement (irrespective of whether having the

force of law) of any Governmental Authority or monetary authority (including Regulation D of the FRB), shall:

(A) 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 (including, without limitation, in respect of any Letter of Credit) by, any Lender (except any reserve requirement reflected in the LIBOR Rate) or the L/C Issuer;

(B) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any LIBOR Rate Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(C) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or LIBOR Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any LIBOR Rate Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer 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 the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans (that are Revolving Loans or FILO Loans, as applicable) hereunder.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided, that, the Borrowers shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Reserves on LIBOR Rate Loans. The Borrowers shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each LIBOR Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Lead Borrower shall have received at least 10 days' prior notice (with a copy to the Agent) of such additional interest from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest shall be due and payable 10 days from receipt of such notice.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a LIBOR Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each LIBOR Rate Loan made by it at the LIBOR Rate for such Loan by a matching deposit or other borrowing in the London interbank market for a comparable amount and for a comparable period, whether or not such LIBOR Rate Loan was in fact so funded. Anything to the contrary contained herein notwithstanding, neither the Agent, nor any Lender, nor any of their Participants, is required to acquire eurodollar deposits to fund or otherwise match fund any Obligation as to which interest accrues based on the LIBOR Rate.

A certificate of the Agent or a Lender delivered to the Lead Borrower setting forth the amount that the Agent or such Lender is entitled to receive pursuant to this Section 3.05 shall be conclusive absent manifest error. The Borrowers shall pay such amount to the Agent or such Lender, as the case may be, within 10 days after receipt thereof.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

3.08 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain Credit Extensions, the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to each Credit Party on account of Credit Extensions so made as if made directly by the applicable Credit Party to such Borrower, notwithstanding the manner by which such Credit Extensions are recorded on the books and records of the Lead Borrower and of any other Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower hereby assumes and agrees to discharge all Obligations of each of the other Borrowers.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested a Credit Extension. Neither the Agent nor any other Credit Party shall have any obligation to see to the application of such proceeds therefrom.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent, except to the extent such conditions are subject to Section 6.18(c):

(a) The Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif " via e-mail) (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party or the Lenders, as applicable, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Agent:

(i) executed counterparts of this Agreement sufficient in number for distribution to the Agent, each Lender and the Lead Borrower;

(ii) a Note executed by the Borrowers in favor of each Lender requesting a Note;

(iii) the Security Documents, each duly executed by the applicable Loan Parties;

(iv) all other Loan Documents, each duly executed by the applicable Loan Parties;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Agent may require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to become a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to become a party;

(vi) copies of each Loan Party's Organization Documents and such other documents and certifications as the Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to so qualify in such jurisdiction could not reasonably be expected to have a Material Adverse Effect;

(vii) a favorable opinion of (i) Winston & Strawn LLP, US counsel for the Loan Parties, and (ii) Blake, Cassels & Graydon LLP, Canadian counsel for the Loan Parties in the provinces of Ontario, Alberta and British Columbia, each, addressed to the Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Agent may reasonably request;

(viii) a certificate signed by a Responsible Officer of the Lead Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been satisfied, (B) that there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material

Adverse Effect, (C) to the Solvency of the Loan Parties as of the Closing Date after giving effect to the transactions contemplated hereby, (D) either that (1) no consents, licenses or approvals are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, or (2) that all such consents, licenses and approvals have been obtained and are in full force and effect, and (E) attaching, as true, complete and correct, copies of each of the Specified Indebtedness Documents as in effect of the Closing Date;

(ix) evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Agent required under the Loan Documents have been obtained and are in effect;

(x) a payoff letter from JPMorgan Chase Bank, N.A., as administrative agent, under the Existing Credit Agreement satisfactory in form and substance to the Agent evidencing that the Existing Credit Agreement has been or concurrently with the Closing Date is being terminated, all obligations thereunder are being paid in full, and all Liens securing obligations under the Existing Credit Agreement have been or concurrently with the Closing Date are being released;

(xi) (A) appraisals (based on net liquidation value) by a third party appraiser acceptable to the Agent of all Inventory of the Loan Parties, the results of which are satisfactory to the Agent and (B) a written report regarding the results of a commercial finance examination of the Loan Parties, which shall be satisfactory to the Agent;

(xii) results of searches or other evidence reasonably satisfactory to the Agent (in each case dated as of a date reasonably satisfactory to the Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements and releases, satisfactions and discharges of any mortgages, and releases or subordination agreements satisfactory to the Agent are being tendered concurrently with such extension of credit or other arrangements satisfactory to the Agent for the delivery of such termination statements and releases, satisfactions and discharges have been made;

(xiii) (A) all documents and instruments, including Uniform Commercial Code and PPSA financing statements, required by law or reasonably requested by the Agent to be filed, registered or recorded to create or perfect the first priority Liens intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Agent, (B) Credit Card Notifications, and Blocked Account Agreements required pursuant to Section 6.13 hereof, (C) control agreements with respect to the Loan Parties' securities and investment accounts, and (D) Collateral Access Agreements as required by the Agent;

(xiv) (A) the Affiliate Subordination Agreement, executed by the holders of the Existing Affiliate Subordinated Debt, the Agent and the Loan Parties, together with copies of amended promissory notes, and/or such other documentation evidencing the extension of the maturity date of the Existing Affiliate Subordinated Debt to a date not earlier than 180 days after the Maturity Date, (B) the TAL Subordination Agreement, executed by the holders of the TAL Debt, the Agent and the Loan Parties, together with copies of amended promissory notes and/or such other documentation evidencing the extension of the maturity date of the TAL Debt to a date not earlier than 180 days after the Maturity Date and (C) the Organization Documents of the Lead Borrower shall be amended in a manner reasonably satisfactory to the Agent to provide that the commencement of the redemption period with respect to its Class B Equity Interests shall not occur prior to a date that is 180 days after the Maturity Date; and

(xv) such other assurances, certificates, documents, consents or opinions as the Agent may require in its Permitted Discretion.

(b) After giving effect to (i) the first funding under the Loans, (ii) any charges to the Loan Account made in connection with the establishment of the credit facility contemplated hereby and (iii) all Letters of Credit to be issued at, or immediately subsequent to, such establishment, Excess Availability shall be not less than $35,000,000.

(c) The Agent shall have received a Borrowing Base Certificate dated the Closing Date, relating to the month ended on May 31, 2019, and executed by a Responsible Officer of the Lead Borrower.

(d) The Agent shall have received and be satisfied with (i) Consolidated interim unaudited monthly balance sheets, income statements, and cash flow statements of the Lead Borrower and its Subsidiaries for the year-to-date period ended at least 45 calendar days prior to the Closing Date, with prior year comparison since the last audited financial statements for which financial statements are available and (ii) pro forma Consolidated and consolidating financial statements as to the Lead Borrower and its Subsidiaries giving effect to the transactions, and forecasts prepared by management of the Lead Borrower and its Subsidiaries, each in form satisfactory to the Agent (with assumptions set forth in all of such projections in form and substance satisfactory to the Agent), as reasonably requested by the Agent.

(e) (i) Since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect and (ii) there shall not be pending any litigation or other proceeding, the result of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) There shall not have occurred any default of any Material Contract of any Loan Party.

(g) The consummation of the transactions contemplated hereby shall not violate any applicable Law or any Organization Document of the Loan Parties.

(h) All fees and expenses required to be paid or reimbursed to the Agent or the Arranger on or before the Closing Date shall have been paid in full, and all fees and expenses required to be paid to the Lenders on or before the Closing Date shall have been paid in full.

(i) The Borrowers shall have paid all fees, charges and disbursements of counsel to the Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the Closing Date (provided, that, such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Agent).

(j) The Agent and the Lenders shall have received all documentation and other information required by Governmental Authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and, with respect to any Loan Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification with respect to such Loan Party, that shall have been reasonably requested by the Agent at least five (5) Business Days prior to the Closing Date.

(k) No material changes in governmental regulations or policies affecting any Loan Party or any Credit Party shall have occurred prior to the Closing Date.

(l) The corporate structure and capital structure of the Loan Parties and their Subsidiaries shall be acceptable to the Agent in its sole discretion.

(m) Agent shall have completed a customary due diligence review with respect to the business, operations, assets, liabilities, licenses and contractual arrangements of the Lead Borrower and its subsidiaries, with results reasonably satisfactory to the Agent.

(n) The Closing Date shall have occurred on or before June 28, 2019. The Agent shall notify the Lead Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding on the Loan Parties.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have Consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be Consented to or approved by or acceptable or satisfactory to a Lender unless the Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a LIBOR Rate Loan Notice requesting only a continuation of LIBOR Rate Loans) and each L/C Issuer to issue each Letter of Credit is subject to the following conditions precedent:

(a) The representations and warranties of each Loan Party contained in Article V or in any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, and (iii) for purposes of this Section 4.02, the representations and warranties contained in Section 5.04 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 6.01;

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof;

(c) The Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension or an updated Borrowing Base Certificate, as applicable, in accordance with the requirements hereof;

(d) No event or circumstance which could reasonably be expected to result in a Material Adverse Effect shall have occurred;

(e) After giving effect to any such Credit Extension, each of the limitations specified in Section 2.01(a)(i) – (iv) shall be satisfied; and

(f) Except as a result of the Existence of a Protective Advance, after giving effect to any such Credit Extension, Excess Availability shall be equal to or greater than the greater of (i) 10% of the Aggregate Loan Cap and (ii) $20,000,000.

Each Request for Credit Extension (other than a LIBOR Rate Loan Notice requesting only a continuation of LIBOR Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Sections 4.02(a), (b), (d), (e), and (f) have been satisfied on and as of the date of the applicable Credit Extension. The conditions set forth in this Section 4.02 are for the sole benefit of the Credit Parties but until the Required Lenders otherwise direct the Agent to cease making Loans and the L/C Issuer to cease issuing Letters of Credit, the Lenders will fund their Applicable Percentage of all Loans and participate in all Swing Line Loans and Letters of Credit whenever made or issued, which are requested by the Lead Borrower and which, notwithstanding the failure of the Loan Parties to comply with the provisions of this Article IV, agreed to by the Agent, provided, however, the making of any such Loans or the issuance of any Letters of Credit shall not be deemed a modification or waiver by any Credit Party of the provisions of this Article IV on any future occasion or a waiver of any rights or the Credit Parties as a result of any such failure to comply.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and to make Loans and to issue Letters of Credit hereunder, each Loan Party represents and warrants to the Agent and the other Credit Parties that:

5.01 Organization; Powers. The Lead Borrower 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 the Loan Parties, 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 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.

5.02 Authorization; Enforceability. 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. 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.

5.03 Governmental Approvals; No Conflicts. 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 in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Laws applicable to any Loan Party or any Subsidiary, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or any Subsidiary or the assets of any Loan Party or any Subsidiary, or give rise to a right thereunder to require any payment to be made by any Loan Party or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any Subsidiary, except Liens created pursuant to the Loan Documents.

5.04 Financial Condition; No Material Adverse Effect.

(a) The Lead Borrower has heretofore furnished to the Lenders its Consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the Fiscal Year ended August 4, 2018 reported on by Deloitte & Touche LLP, independent public accountants, and (ii) as of and for the Fiscal Quarter and the portion of the Fiscal Year ended February 2, 2019, certified by its Financial Officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Lead Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end audit adjustments (all of which, when taken as a whole, would not be materially adverse) and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since August 4, 2018.

5.05 Properties; Intellectual Property.

(a) As of the date of this Agreement, Schedule 5.05 sets forth the address of each parcel of real property that is owned or leased by a Loan Party. Each Loan Party 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 Permitted Encumbrances.

(b) Each Loan Party owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business. The use of Intellectual Property by the Loan Parties does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

5.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrowers, threatened against or affecting any Loan Party (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 (other than the Disclosed Matters) 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, no Loan Party (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 Closing Date, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

5.07 Compliance with Laws and Agreements; No Default. Except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Lead Borrower and each Subsidiary is in compliance with (i) all Laws applicable to them or their

property and (ii) all indentures, agreements and other instruments binding upon it or its property. No Default has occurred and is continuing.

5.08 Investment Company Status. 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 2005.

5.09 Taxes. Each Loan Party 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 the Borrower has set aside on its books reserves with respect thereto to the extent required by GAAP and (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. There is no current or proposed tax assessment, deficiency or other claim against the Loan Parties that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

5.10 ERISA; Labor Matters.

(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, and (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. On the Closing 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 by more than $5,000,000 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 by more than $5,000,000 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 the Lead Borrower or any Subsidiary pending or, to the knowledge of the Lead Borrower, threatened, (ii) the hours worked by and payments made to employees of the Lead Borrower and its Subsidiaries have not been in violation of the Fair Labor Standards Act of 1938, or any other applicable federal, state, provincial, territorial, local or foreign law dealing with such matters and (iii) all payments due from the Lead Borrower or any Subsidiary, or for which any claim may be made against the Lead Borrower 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 the Lead Borrower 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 the Lead Borrower or any Subsidiary is bound.

(c) The Borrowers are not and will not be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Revolving Credit Commitments.

(d) BB Canada and its Subsidiaries are in compliance with the requirements of the Pension Benefits Act (Ontario) and other federal or provincial laws with respect to each Canadian Pension Plan or Canadian Benefit Plan, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect. No fact or situation that may reasonably be expected to result in a Material

Adverse Effect exists in connection with any Canadian Pension Plan or Canadian Benefit Plan. Neither BB Canada nor any of its Subsidiaries has any withdrawal liability in connection with a Canadian Pension Plan or Canadian Benefit Plan which could reasonably be expected to have a Material Adverse Effect. No Termination Event has occurred which could reasonably be expected to have a Material Adverse Effect. No Lien has arisen, choate or inchoate, in respect of BB Canada or its Subsidiaries or its or their property in connection with any Canadian Pension Plan (save for contribution amounts not yet due) or any Canadian Benefit Plan that secures liabilities with an aggregate value in excess of $2,000,000.

(e) No Loan Party contributes to, sponsors or maintains a Canadian Pension Plan which contains a "defined benefit provision" as defined in subsection 147.1(i) of the ITA ("Canadian Defined Benefit Plan").

5.11 Disclosure. The Lead Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which the Lead Borrower or any Subsidiary is subject, and all other matters known to them, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. No reports, financial statements, certificates or other information furnished by or on behalf of the Lead Borrower or any Subsidiary to the Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, 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 Closing Date, as of the Closing Date (it being understood that any forecasts and projections may vary from actual results and that such variances may be material).

5.12 Material Contracts. All Material Contracts to which any Loan Party is a party or is bound, as of the Closing Date are listed on Schedule 5.12. No Loan Party is in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any Material Contract to which it is a party or (ii) any agreement or instrument evidencing or governing Indebtedness at the time so furnished and, if furnished prior to the Closing Date, as of the Closing Date.

5.13 Solvency.

(a) Immediately after the consummation of the Transactions to occur on the Closing Date, (i) the fair value of the assets of the Lead Borrower and its Subsidiaries, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise; (ii) the present fair saleable value of the property of the Lead Borrower and its Subsidiaries will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Lead Borrower and its Subsidiaries will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Lead Borrower and its Subsidiaries will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted after the Closing Date.

(b) The Lead Borrower does not intend to, nor will the Lead Borrower permit its Subsidiaries, and the Lead Borrower does not believes that its Subsidiaries will, incur debts beyond their ability to pay such debts as they mature, taking into account the timing of and amounts of cash to be received by the Lead Borrower and its Subsidiaries and the timing of the amounts of cash to be payable on or in respect of Indebtedness of the Lead Borrower and its Subsidiaries.

5.14 Insurance. Schedule 5.14 sets forth a description of all insurance maintained by or on behalf of the Lead Borrower and its Subsidiaries as of the Closing Date. As of the Closing Date, all premiums in respect of such insurance which are due and payable have been paid. The Lead Borrower and its Subsidiaries maintain, with financially sound and reputable insurance companies, insurance on all their real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

5.15 Subsidiaries and Joint Ventures. Schedule 5.15 sets forth as of the Closing Date (a) a correct and complete list of the name and relationship to the Lead Borrower of each and all of the Lead Borrower's Subsidiaries and all joint ventures in which the Lead Borrower or any Subsidiary owns any Equity Interest, (b) a true and complete listing of each class of the Lead Borrower and each Loan Party's authorized Equity Interests, all of which issued Equity Interests (to the extent such concepts are relevant with respect to such Equity Interests) are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 5.15, and (c) the type of entity of the Lead Borrower, each of its Subsidiaries and each joint venture in which the Lead Borrower or any Subsidiary owns any Equity Interest. All of the issued and outstanding Equity Interests owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable. There are no outstanding commitments or other obligations of any Loan Party to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of any Loan Party.

5.16 Collateral Matters. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral granted by the Loan Parties in favor of the Agent (for the benefit of the Credit Parties), securing the Obligations, constitute perfected and continuing Liens on the Collateral (to the extent such Liens can be perfected by possession, by filing a UCC (or PPSA) financing statement or by a control agreement, securing the applicable Obligations, enforceable against the applicable Loan Party and having priority over all other Liens on the Collateral except in the case of (x) Liens permitted by Section 7.02, to the extent any such Liens would have priority over the Liens in favor of the Agent pursuant to any applicable Law or agreement, and (y) Liens perfected only by possession (including possession of any certificate of title) to the extent the Agent has not obtained or does not maintain possession of such Collateral.

5.17 Federal Reserve Regulations; EEA Financial Institution.

(a) Neither the Lead Borrower 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 FRB), 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 FRB. If any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to the Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as the Agent shall reasonably request, in order to enable the Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the FRB.

(b) No Loan Party is an EEA Financial Institution.

5.18 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 6.08.

5.19 Credit Card Agreements; DDAs.

(a) Schedule 5.19(a) (as updated from time to time as permitted by Section 6.15) 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 Schedule 5.19(a) has been delivered to the 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.

(b) Schedule 5.19(b) sets forth a list of all DDAs maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each DDA (i) the name of the depository; (ii) the account number(s) maintained with such depository; and (iii) the identification of each Blocked Account Bank.

(c) Schedule 5.19(c) sets forth a list of all Securities Accounts maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each Securities Account (i) the name of the securities intermediary; (ii) the account number(s) maintained with such securities intermediary; and (iii) the identification of each securities intermediary.

5.20 No Burdensome Restrictions. No Loan Party is subject to any Burdensome Restrictions except Burdensome Restrictions permitted under Section 7.10.

5.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party nor any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure (x) compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions and (y) compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Anti-Corruption Laws and Anti-Money Laundering Laws in all material respects. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws by any Person (including any Credit Party, Bank Product Provider, or other individual or entity participating in any transaction). As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

5.22 Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act").

5.23 Affiliate Transactions. Except as set forth on Schedule 5.23, as of the date of this Agreement, there are no existing or proposed agreements, arrangements, understandings or transactions between any Loan Party and any of the officers, members, managers, directors, stockholders, parents, holders of other Equity Interests, employees or Affiliates (other than Subsidiaries) of any Loan Party or any members of their respective immediate families, and none of the foregoing Persons are directly or indirectly indebted to or have any direct or indirect ownership, partnership, or voting interest in any Affiliate of any Loan Party or any Person with which any Loan Party has a business relationship or which competes with any Loan Party (except that any such Persons may own Equity Interests in (but not exceeding 2.0% of the outstanding Equity Interests of) any publicly traded company that may compete with a Loan Party.

5.24 Common Enterprise. The successful operation and condition of each of the Loan Parties is dependent on the continued successful performance of the functions of the group of the Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. 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, both in their separate capacities and as members of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, in furtherance of its direct and/or indirect business interests, will be of direct and/or indirect benefit to such Loan Party, and is in its best interest.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other Obligations payable under any Loan Document have been paid in full in cash and all Letters of Credit have expired or terminated and all L/C Obligations shall have been reimbursed, the Loan Parties covenant and agree, jointly and severally, with the Agent, the Lenders and the L/C Issuer that:

6.01 Financial Statements, Certificates and Other Information. The Borrowers will furnish to the Agent (in form and detail satisfactory to the Agent), for distribution to each Lender.

(a) within 120 days after the end of each Fiscal Year of the Lead Borrower, the audited Consolidated balance sheet and related Consolidated statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries as of the end of and for such Fiscal Year, setting forth in each case in comparative form the figures as of the end of and for the previous Fiscal Year, all audited by and accompanied by the opinion of Deloitte & Touche LLP or another Registered Public Accounting Firm of recognized national standing (without a "going concern" or like qualification, exception or emphasis and without any qualification or exception as to the scope of such audit, other than solely with respect to, or resulting solely from, an upcoming maturity date under this Credit Agreement occurring within one year from the time such opinion is delivered) to the effect that such Consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Lead Borrower and its Consolidated Subsidiaries as of the end of and for such Fiscal Year on a Consolidated basis in accordance with GAAP consistently applied;

(b) within (i) 45 days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year of the Lead Borrower, and (ii) within 60 days after the end of the fourth Fiscal Quarter of each Fiscal Year of the Lead Borrower, the Consolidated and consolidating balance sheet of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Quarter and the related Consolidated and consolidating

statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries for such Fiscal Quarter and the then elapsed portion of the Fiscal Year (including, without limitation, a schedule detailing the outstanding principal amounts of all outstanding Indebtedness of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Quarter), setting forth in each case in comparative form (A) 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, and (B) the figures for the same period included in the Projections delivered pursuant to Section 6.01(e) below, accompanied by a same store sales report in form reasonably satisfactory to the Agent, all certified by a Financial Officer of the Lead Borrower as presenting fairly in all material respects the financial position, results of operations and cash flows of the Lead Borrower and its Subsidiaries on a Consolidated and consolidating basis as of the end of and for such Fiscal Quarter and such portion of the Fiscal Year on a Consolidated and consolidating basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) (i) within 30 days after the end of each Fiscal Month of the Lead Borrower a copy of the Lead Borrower's management prepared monthly financial summary; and (ii) during any Enhanced Reporting Period, in addition to the financial summary prepared under subclause (c)(i), within 45 days after the end of each Fiscal Month of the Lead Borrower, the Consolidated and consolidating balance sheet of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Month and the related Consolidated and consolidating statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries for such Fiscal Month and the then elapsed portion of the Fiscal Year (including, without limitation, a schedule detailing the outstanding principal amounts of all outstanding Indebtedness of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Month), 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 the Lead Borrower as presenting fairly in all material respects the financial position, results of operations and cash flows of the Lead Borrower and its Subsidiaries on a Consolidated and consolidating basis as of the end of and for such Fiscal Month and such portion of the Fiscal Year on a Consolidated and consolidating 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 clause (a), (b) or (c)(ii) above, a completed Compliance Certificate signed by a Financial Officer of the Lead Borrower (i) certifying, in the case of the financial statements delivered under clause (b) that such financial statements present fairly in all material respects the financial position, results of operations and cash flows of the Lead Borrower and its consolidated Subsidiaries on a Consolidated (and as applicable, consolidating) 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) if any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 5.04, specifying the effect of such change on the financial statements accompanying such certificate, and (iv) certifying that all notices required to be provided under Section 6.02 have been provided;

(e) as soon as available but in any event no later than 60 days after the end of each Fiscal Year of the Lead Borrower, a copy of the plan and forecast (including a projected Consolidated and consolidating balance sheet, income statement and funds flow statement) of the Lead Borrower as of the last day of and for each Fiscal Quarter of the then-current Fiscal Year, together with projected Excess Availability as of the last day of each month of the then-current Fiscal Year (the "Projections") in form reasonably satisfactory to the Agent;

(f) as soon as available but in any event within 15 Business Days (or, during any Enhanced Reporting Period, as soon as available, but in any event, on or prior to the sixth (6^{th}) Business Day) after each Borrowing Base Reporting Date, a Borrowing Base Certificate setting forth a computation

of the Revolving Borrowing Base and FILO Borrowing Base as of such Borrowing Base Reporting Date, together with supporting information and any additional reports with respect to the Revolving Borrowing Base and FILO Borrowing Base that the Agent may reasonably request (and in the event the delivery of Borrowing Base Certificates are required to be delivered on a weekly basis, as provided herein, such weekly delivery shall continue for a period of not less than sixty (60) consecutive days);

(g) as soon as available but in any event within 15 Business Days (or, during any Enhanced Reporting Period, as soon as available, but in any event, on or prior to the sixth (6^{th}) Business Day) after each Borrowing Base Reporting Date, and at such other times as may be requested by the Agent, the following information as of such Borrowing Base Reporting Date, all delivered electronically in a text formatted file in form reasonably acceptable to the Agent:

(i) (A) a reasonably detailed source or system generated aging of the Loan Parties' Accounts (1) including all invoices aged by invoice date and due date (with an explanation of the terms offered), and (2) reconciled to the Borrowing Base Certificate delivered as of such date in a form reasonably acceptable to the Agent and (B) a source or system generated summary aging of the Loan Parties' Accounts specifying the name, address and balance due for each Account Debtor;

(ii) a reasonably detailed source or system generated aging of the Lead Borrower's Credit Card Accounts Receivable (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 Agent, together with a source or system generated summary specifying the balance due from each Credit Card Issuer or Credit Card Processor;

(iii) a source or system generated schedule detailing the Inventory of Borrowers and BB Canada, in form reasonably satisfactory to the 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 Agent has previously indicated to the Lead Borrower are deemed by the Agent to be appropriate, and (B) reconciled to the Borrowing Base Certificate delivered as of such date;

(iv) a worksheet of calculations prepared by the Loan Parties to determine Eligible Credit Card Accounts Receivable, Eligible Accounts, Eligible Inventory, and Eligible In-Transit Inventory, such worksheets detailing the Credit Card Accounts Receivable, Accounts, and Inventory excluded from Eligible Credit Card Accounts Receivable, Eligible Accounts, Eligible Inventory, and Eligible In-Transit Inventory and the reasons for such exclusion;

(v) (x) a reconciliation of the Borrowers' and BB Canada's Credit Card Accounts Receivables and Accounts, between the amounts shown in the Borrowers' and BB Canada's general ledger and financial statements and the reports delivered pursuant to clauses (i), and (ii) and (y) a reconciliation of the Borrowers' and BB Canada's Inventory between the amounts shown in the Borrowers' and BB Canada's stock ledger and general ledger and financial statements and the reports delivered pursuant to clauses (iii) above;

(vi) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(vii) 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 Agent;

(viii) a schedule and aging of the Loan Parties' Inventory as of the month then ended, delivered electronically in a text formatted file in a form reasonably acceptable to the Agent; and

(ix) a summary of Store activities setting forth all Store openings and Store closings of the Loan Parties as of the month then ended.

(h) on or prior to each of March 31 and September 30 of each year:

(i) an updated list for each Borrower of non-retail customers, which list shall state the customer's name, mailing address and phone number, delivered electronically in a text formatted file acceptable to the Agent and certified as true and correct by a Financial Officer of the Lead Borrower;

(ii) an updated list for each of the Loan Parties of all of such Loan Party's DDAs, including information as to which DDAs are subject to Blocked Account Agreements and which DDAs are Excluded Accounts and/or Specified Excluded Accounts; and

(iii) a certificate of good standing or the substantive equivalent available in the jurisdiction of incorporation, formation or organization for each Loan Party from the appropriate governmental officer in such jurisdiction.

(i) promptly upon the Agent's reasonable request:

(i) copies of invoices issued by the Borrowers in connection with any non-retail Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory purchased by any Loan Party;

(iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(iv) a schedule 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);

(v) the Borrowers' sales journal, cash receipts journal (identifying trade and non-trade cash receipts) and debit memo/credit memo journal, in each case, as of the period specified by the Agent; and

(vi) copies of (A) any documents described in Section 101(k)(1) of ERISA that any Borrower or any ERISA Affiliate may request with respect to any Multiemployer Plan and (B) any notices described in Section 101(l)(1) of ERISA that any Borrower or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that, if a Borrower or any ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the

applicable Multiemployer Plan, the applicable Borrower or the applicable 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 promptly after receipt thereof;

(j) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Loan Party or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by any Borrower to its shareholders generally, as the case may be;

(k) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of any Loan Party or any Subsidiary, or compliance with the terms of this Agreement, as the Agent or any Lender may reasonably request; and

(l) as promptly as is practicable following any request therefor, information and documentation for each Loan Party reasonably requested by the Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 6.01(a), (b), or (c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Lead Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent); provided, that: (i) to the extent so requested by the Agent, the Lead Borrower shall deliver paper copies of such documents to the Agent for itself and for delivery to any Lender (that requests such delivery in writing to the Agent) until a written request to cease delivering paper copies is given by the Agent and (ii) the Lead Borrower shall notify the Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it (or requesting delivery to it through Agent, as applicable) or maintaining its copies of such documents.

The Loan Parties hereby acknowledge that the Agent may make available materials or information provided by or on behalf of the Loan Parties hereunder (collectively, "Borrower Materials") to the Lenders and the L/C Issuer by posting the Borrower Materials on IntraLinks, SyndTrack or another similar secure electronic transmission system (the "Platform"). Each Loan Party further agrees that certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities) (each, a "Public Lender"). The Loan Parties shall be deemed to have authorized Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

6.02 Notices of Material Events. The Lead Borrower will furnish to the 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 the Lead Borrower or any Subsidiary becoming aware of any of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Lead Borrower or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed in writing by the Lead Borrower to the 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) any Lien (other than Permitted Encumbrances) or claim made or asserted against any of the Collateral;

(d) any loss, damage, condemnation, expropriation or destruction to the Collateral in the amount of $5,000,000 or more, whether or not covered by insurance;

(e) any and all notices that (x) a material default or (y) payment default has occurred and is continuing, in each case, received under or with respect to any leased, mortgaged or warehouse location (including without limitation any third party logistics provider location), where Inventory having an aggregate value in excess of $1,000,000 (for all such locations where a material default or payment default has occurred) is located;

(f) the occurrence of any event of default under, or the termination or acceleration of, the Specified Indebtedness;

(g) within five Business Days after the occurrence thereof, any Loan Party entering into a Swap Contract or an amendment thereto, together with copies of all agreements evidencing such Swap Contract or amendment;

(h) the occurrence of an ERISA Event that has resulted, or would reasonably be expected to result, in a Material Adverse Effect; or

(i) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the Lead Borrower has taken and proposes to take with respect thereto.

6.03 Existence; Conduct of Business. The Lead Borrower will, and will cause each Subsidiary to, (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, provided, that, the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation or dissolution permitted under Section 7.03, and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted.

6.04 Payment of Obligations. The Lead Borrower 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, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) the Lead Borrower 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 and (b) the failure to make payment would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

6.05 Maintenance of Properties. Each Loan Party will (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) make all necessary repairs thereto and renewals and replacements thereof, except where, in each case, the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

6.06 Books and Records; Inspection Rights. Each Loan Party will (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 Agent or any Lender (including employees of the Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Agent), upon reasonable prior notice (but in no event more than once each Fiscal Year of the Lead Borrower 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 the Lead Borrower, independent accountants, all at such reasonable times during normal business hours. Unless an Event of Default has occurred and is continuing, the Lead Borrower shall have the right to have a representative present at any and all inspections. Notwithstanding anything herein to the contrary, the right of the Agent or any Lender to conduct appraisals or field examinations shall be governed exclusively by Sections 6.11 and 6.12, respectively, and shall not be limited by this Section.

The Loan Parties will ensure that any information, including financial statements or other documents, furnished to the Agent or the Lenders in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder contains no 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, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrowers on the date thereof as to the matters specified in this Section 6.06.

6.07 Compliance with Laws and Material Contractual Obligations. Each Loan Party will (i) comply with all Laws applicable to it or its property (including without limitation Environmental Laws) and (ii) perform in all material respects its obligations under all Material Contracts to which it is a party, except, in the case of (i) or (ii), where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

6.08 Use of Proceeds.

(a) The proceeds of the Loans and the Letters of Credit will be used only (a) to pay fees, costs and expenses incurred in connection with the Transactions occurring on the Closing Date, (b) to refinance Indebtedness outstanding on the Closing Date under the Existing Credit Agreement, and (c) to finance the working capital needs and general corporate purposes of the Lead Borrower and its Subsidiaries in the ordinary course of business. No part of the proceeds of any Loan and no Letter of Credit will be

used, whether directly or indirectly, for any purpose that entails a violation of any portion of the FRB, including Regulations T, U and X.

(b) No Borrower will request any Borrowing or Letter of Credit, and no Borrower shall use, and each Borrower shall procure that its Subsidiaries and its and their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Entity, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.09 Accuracy of Information. The Loan Parties will ensure that any information, including financial statements or other documents, furnished to the Agent or the Lenders in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, taken as a whole, contains no 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, and the furnishing of such information shall be deemed to be a representation and warranty by the Borrowers on the date thereof as to the matters specified in this Section 6.09; provided, that, with respect to projected financial information, the Loan Parties will only ensure that such information was prepared in good faith based upon assumptions believed to be reasonable at the time

6.10 Maintenance of Insurance.

(a) The Lead Borrower 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 (i) 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 (ii) all insurance required to be maintained pursuant to the Security Documents. The Lead Borrower will furnish to the Lenders, upon request of the 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 (i) 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 Agent, as an additional insured thereunder, (ii) in the case of each casualty insurance policy, contain a lender loss payable clause or endorsement that names the Agent, as a lender loss payee thereunder. The Lead Borrower will furnish to the Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

(b) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Loan Party shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall at a minimum comply with applicable Law, including the Flood Disaster Protection Act of 1973, as amended.

(c) All insurance policies required hereunder shall name the Agent (for the benefit of the Agent and the Lenders) as an additional insured or as lender loss payee, as applicable, and shall contain lender loss payable clauses, through endorsements in form and substance satisfactory to the Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Agent and (ii)

such policy and lender loss payable clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Agent.

(d) All premiums on any such insurance shall be paid when due by the Loan Parties, and copies of the policies delivered to the Agent. If the Loan Parties fail to obtain any insurance as required by this Section, the Agent may obtain such insurance at the Lead Borrower's expense. By purchasing such insurance, the Agent shall not be deemed to have waived any Default arising from any Loan Party's failure to maintain such insurance or pay any premiums therefor.

6.11 Appraisals. The Loan Parties will provide to the Agent from time to time upon the Agent's request, at the sole expense of the Loan Parties, appraisals (or updates thereof) of the Inventory of the Loan Parties from appraisers selected and engaged by the Agent (and reasonably acceptable to the Loan Parties so long as no Event of Default has occurred and is continuing); provided, that, the Agent shall request only one such appraisal in any twelve-month period, except that (a) at any time when Excess Availability for three (3) consecutive Business Days shall have been less than or equal to 15% of the Aggregate Loan Cap then in effect, the Agent may request a second Inventory appraisal within the twelve-month period immediately following the occurrence of such event, (b) if an Event of Default shall have occurred and be continuing, there shall be no limitation on the number of Inventory appraisals that the Agent may request, (c) if the Lead Borrower or any Subsidiary shall have consummated any Permitted Acquisition, the Agent may request a separate appraisal of the inventory acquired thereby to the extent the Loan Parties desire to include such inventory in Eligible Inventory or Eligible In-Transit Inventory, and (d) if the Loan Parties shall have disposed of any assets of the type included in the determination of the Revolving Borrowing Base and the FILO Borrowing Base, in accordance with Section 7.05(i) with an aggregate fair market value in excess of $15,000,000 over any twelve-month period, the Agent may request an additional Inventory appraisal within the twelve-month period immediately following the occurrence of such event. For purposes of the foregoing, it is understood that a single Inventory appraisal may consist of appraisals of the Inventory of each Loan Party and may be conducted at multiple sites. Notwithstanding the foregoing, upon reasonable advance notice to the Lead Borrower, the Agent may in its Permitted Discretion request such other Inventory appraisals in addition to those authorized by the preceding sentences of this Section 6.11; provided, that, the Loan Parties will not be responsible for the expense of any such additional Inventory appraisals conducted pursuant to this sentence. For any appraisal conducted subject to this Section 6.11, Gordon Brothers shall be deemed reasonably acceptable to the Loan Parties.

6.12 Field Examinations. At any time that the Agent requests, the Lead Borrower and the Subsidiaries will allow the Agent, at the sole expense of the Loan Parties, to conduct, or engage a third party to conduct, field examinations (or updates thereof) during normal business hours to ensure the adequacy of Collateral included in the Revolving Borrowing Base and the FILO Borrowing Base and related reporting and control systems; provided, that, the Agent shall provide not less than five Business Days' notice to the Lead Borrower of the conduct of such field examination and shall conduct only one such field examination in any calendar year, except that (a) at any time when Excess Availability for three consecutive Business Days shall have been less than or equal to 15% of the Aggregate Loan Cap then in effect, the Agent may conduct a second field examination within the twelve-month period immediately following the occurrence of such event, (b) if an Event of Default shall have occurred and be continuing, there shall be no limitation on the number of field examinations that the Agent may conduct, and (c) if the Lead Borrower or any Subsidiary shall have consummated any Permitted Acquisition, the Agent may conduct a separate field examination of the Collateral acquired thereby to the extent the Loan Parties desire to include such Collateral in the Revolving Borrowing Base and the FILO Borrowing Base. For purposes of the foregoing, it is understood that a single field examination may consist of examinations of the assets of each Loan Party and may be conducted at multiple sites. Notwithstanding the foregoing, upon reasonable advance notice to the Lead Borrower, the Agent may in its Permitted Discretion conduct, or engage a third party to conduct, such other field examinations in addition to those authorized by the preceding sentences

of this Section 6.12; provided, that, the Loan Parties will not be responsible for the expense of any such additional field examinations conducted pursuant to this sentence.

6.13 Cash Management Arrangements; DDAs; Control Agreements.

(a) The Loan Parties shall:

(i) on or prior to the Closing Date, deliver to the Agent copies of Credit Card Notifications which have been executed on behalf of such Loan Party and delivered to such Loan Party's Credit Card Issuers and Credit Card Processors listed on Schedule 5.19(a); and

(ii) on or prior to the date that is ninety (90) days following the Closing Date (or such longer period as the Agent shall agree), other than with respect to any Excluded Accounts, enter into a Blocked Account Agreement satisfactory in form and substance to the Agent with each Blocked Account Bank where any DDA in which any funds of any of the Loan Parties from one or more DDAs are concentrated (including the master disbursement account) (collectively, the "Blocked Accounts").

(b) [Reserved.]

(c) The Loan Parties shall ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account all amounts on deposit in each DDA (other than any Excluded Account) and all payments due from all Credit Card Issuers and Credit Card Processors.

(d) Each Blocked Account Agreement shall require upon notice from Agent, which notice shall be delivered only after the occurrence and during the continuance of a Cash Dominion Event, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a concentration account maintained by the Agent at Wells Fargo (individually or collectively as the context may require, the "Concentration Account" and any such Concentration Account maintained for BB Canada and its Subsidiaries, the "Canadian Concentration Account"), of all cash receipts and collections received by each Loan Party from all sources in such Blocked Account, including, without limitation, the following:

(i) all available cash receipts from the sale of Inventory and other Collateral;

(ii) all proceeds of collections of Accounts;

(iii) all cash payments received by a Loan Party from any Person or from any source or on account of any Disposition of Collateral;

(iv) the then contents of each DDA (other than any Excluded Account) (net of any minimum balance, not to exceed $2,500, as may be required to be kept in the subject DDA by the depository institution at which such DDA is maintained);

(v) the then entire ledger balance of each Blocked Account (net of any minimum balance, not to exceed $2,500, as may be required to be kept in the subject Blocked Account by the Blocked Account Bank); and

(vi) the proceeds of all credit card charges.

(e) The Concentration Account (including the Canadian Concentration Account) shall at all times be under the sole dominion and control of the Agent. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from the Concentration Account (including the Canadian Concentration Account), (ii) the funds on deposit in the Concentration Account (including the Canadian Concentration Account) shall at all times be collateral security for all of the Obligations and (iii) the funds on deposit in the Concentration Account shall be applied to the Obligations as provided in this Agreement. In the event that, notwithstanding the provisions of this Section 6.13, any Loan Party receives or otherwise has dominion and control of any such cash receipts or collections specified above, such receipts and collections (other than in any Excluded Account, in material accordance with this Agreement) shall be held in trust by such Loan Party for the Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into the Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Agent.

(f) Upon the request of the Agent, the Loan Parties shall cause bank statements and/or other reports to be delivered to the Agent not less often than monthly, accurately setting forth all amounts deposited in each Blocked Account to ensure the proper transfer of funds as set forth above.

(g) Promptly after opening or replacing any Segregated Equity Proceeds Account or Segregated Non-Collateral Proceeds Account, the relevant Loan Party shall provide written notice to the Agent designating such account as a Segregated Equity Proceeds Account or Segregated Non-Collateral Proceeds Account, which notice shall include the depository institution, account number and purpose of such Segregated Equity Proceeds Account or Segregated Non-Collateral Proceeds Account.

6.14 Additional Loan Parties. Subject to applicable Law, the Loan Parties will cause any of its Subsidiaries (other than an Excluded Subsidiary) formed or acquired after the date of this Agreement or that becomes a Subsidiary (other than an Excluded Subsidiary) after the Closing Date in accordance with the terms of this Agreement to within thirty (30) days (in each case, as such time may be extended in the Agent's sole discretion) become either a Borrower or a Guarantor by (a) executing a Joinder Agreement in substantially the form of Exhibit H attached hereto and (b) providing the Agent all documentation and other information required by any applicable Governmental Authority under applicable "know your customer", Beneficial Ownership Regulations, and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, as reasonably requested by the Agent or any Lender. Upon execution and delivery thereof, each such Person (i) shall automatically become a Borrower or a Guarantor, as applicable, and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the Agent, for the benefit of the Agent and the Credit Parties, in any property of such Loan Party which constitutes Collateral, under the US Security Agreement and/or the Canadian Security Agreement (and, if applicable a Canadian Hypothec), as applicable.

6.15 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 Schedule 5.19(a); provided, however, that the Borrower may amend Schedule 5.19(a) to remove any Credit Card Issuer or Credit Card Processor identified on such Schedule 5.19(a) or to add additional Credit Card Issuers and Credit Card Processors that are reasonably satisfactory to the Agent. Upon the request of the Agent, the applicable Loan Party will deliver a Credit Card Notification to any Credit Card Issuer or Credit Card Processor identified by the Agent.

6.16 Information Regarding the Collateral. The Loan Parties shall furnish to the Agent at least fifteen (15) days prior written notice of: (a) any change in any Loan Party's name used to identify it in the conduct of its business or in the ownership of its properties; (b) any change in the location of any

Loan Party's chief executive office or its principal place of business or the location of the registered office of a Canadian Guarantor, (c) the establishment of (i) any new office of a Loan Party in which it maintains books or records relating to Collateral or (ii) any new office or facility or any other place of business of a Loan Party at which Collateral in excess of $100,000 is located; (iv) any change in any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (v) any change in any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of organization. The Loan Parties agree not to effect or permit any change referred to in the preceding sentence unless all filings have been or will be timely made under the UCC, the PPSA or otherwise that are required in order for the Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral for its own benefit and the benefit of the other Credit Parties.

6.17 Environmental Laws. Each Loan Party shall, and shall cause each of their Subsidiaries to (a) conduct its operations and keep and maintain its Real Estate in compliance with all Environmental Laws, except where failure to do so would not reasonably be expected to result in a Material Adverse Effect; (b) obtain and renew all environmental permits necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws (except where failure to do so would not reasonably be expected to result in a Material Adverse Effect) pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP.

6.18 Further Assurances; Additional Collateral.

(a) The Loan Parties shall execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable Law, or which the Agent may reasonably request, 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 Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties. The Loan Parties also agree to provide to the Agent, from time to time upon reasonable request, evidence satisfactory to the Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

(b) If any material assets constituting Collateral are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the perfected first-priority Lien under the Security Documents upon acquisition thereof), the Loan Parties shall notify the Agent thereof, and the Loan Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be necessary or shall be requested by the Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section 6.18, all at the expense of the Loan Parties. In no event shall compliance with this Section 6.18(b) waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.18(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute Consent to the inclusion of any acquired assets in the computation of the Borrowing Base.

(c) The Lead Borrower shall, and shall cause each Loan Party to, deliver to the Agent each of the documents, instruments, agreements and information set forth below, on or before the date set

forth below for each such item (or such longer period as the Agent shall agree in its sole discretion), each of which shall be completed or provided in form and substance reasonably satisfactory to the Agent:

(i) within thirty (30) days after the Closing Date, the Enfield Collateral Access Agreement; and

(ii) within ninety (90) days after the Closing Date, all Blocked Account Agreements that are required by Section 6.13.

(d) The Lead Borrower shall, and shall cause each Loan Party to, use commercially reasonable efforts to deliver to the Agent (i) within thirty (30) days after the Closing Date, a Collateral Access Agreement with respect to (x) the Golden Fleece Haverhill Property and (y) the Real Estate located at 523 Railroad St., Clinton, NC 28328 and (ii) within ninety (90) days after the Closing Date, each Customs Broker/Carrier Agreement described in clause (g) of the definition of Eligible In-Transit Inventory.

6.19 Compliance with Terms of Leaseholds. Except as otherwise expressly permitted hereunder or where failure to do so would not reasonably be expected to result in a Material Adverse Effect, each Loan Party shall (a) make all payments and otherwise perform all obligations in respect of all Leases to which any Loan Party or any of its Subsidiaries is a party, except where the obligation to make such payment or perform such obligation (i) is being disputed in good faith by appropriate proceedings diligently conducted and (ii) for which adequate reserves in accordance with GAAP are being maintained by such Loan Party or its Subsidiary, (b) other than any termination of a lease in accordance with its terms or in connection with the closing of such leased location in the ordinary course of business, keep such Leases in full force and effect, (c) other than any termination of a lease in accordance with its terms or in connection with the closing of such leased location in the ordinary course of business, not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, and (d) cause each of its Subsidiaries to do the foregoing. Notwithstanding anything in the foregoing to the contrary, each Loan Party shall (and shall cause each of its Subsidiaries to) pay (on a current basis) rent, or, as applicable, mortgage payments, and other amounts due in respect of Leases and mortgaged premises consisting of (a) any distribution centers, warehouses, and the leased location of 346 Madison Ave., New York, NY and (b) not less than eighty-five percent (85%) of such Loan Party's leased Store locations, except in the case of the foregoing clauses (a) and (b), to the extent (i) any such obligations are being disputed in good faith by appropriate proceedings diligently conducted and (ii) adequate reserves in accordance with GAAP and are being maintained by such Loan Party or such Subsidiary in respect of such amounts.

6.20 Material Contracts. Each Loan Party shall (a) perform and observe all the material terms and provisions of each Material Contract to be performed or observed by it, (b) maintain each such Material Contract in full force and effect (except to the extent such Person shall have entered into a replacement of any such Material Contract substantially concurrently with the expiration or termination thereof, on terms that are not materially adverse (taken as a whole) to the rights of any Loan Party or their Subsidiaries, or any Credit Party), (c) enforce each such Material Contract in accordance with its terms, and (d) cause each of its Subsidiaries to do the foregoing.

6.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to (a) comply with all applicable Sanctions and (b) comply in all material respects with all applicable Anti-Corruption Laws, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective

Subsidiaries to comply with all Sanctions and comply in all material respects with all Anti-Corruption Laws and Anti-Money Laundering Laws.

ARTICLE VII
NEGATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other Obligations payable under any Loan Document have been paid in full in cash and all Letters of Credit have expired or terminated and all L/C Obligations shall have been reimbursed, the Loan Parties covenant and agree, jointly and severally, with the Agent, the Lenders and the L/C Issuer that:

7.01 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) the Obligations;

(ii) the Golden Fleece Haverhill Mortgage Indebtedness and other Indebtedness existing on the Closing Date and set forth on Schedule 7.01 and Refinancing Indebtedness in respect thereof;

(iii) Indebtedness of (A) any Loan Party to any other Loan Party, (B) of any Loan Party to any Excluded Subsidiary, and (C) of any Excluded Subsidiary to any Loan Party or to any other Excluded Subsidiary, provided, that (x) Indebtedness of any Excluded Subsidiary to any Loan Party shall be subject to the limitations and provisions of Section 7.04, and (y) Indebtedness of any Loan Party to any Excluded Subsidiary shall be subordinated to the Obligations on terms reasonably satisfactory to the Agent;

(iv) Guarantees incurred in compliance with Section 7.04;

(v) Indebtedness of any Loan Party (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, and Refinancing Indebtedness in respect of any of the foregoing; provided, that, the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed $25,000,000 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 any Loan Party in the ordinary course of business supporting obligations under workers' compensation, unemployment insurance and other social security laws;

(viii) Indebtedness of the Lead Borrower or any Subsidiary in the form of bona fide purchase price adjustments or earn-outs incurred in connection with any Permitted Acquisition or other Investment permitted by Section 7.04;

(ix) the Existing Affiliate Subordinated Debt and the TAL Debt;

(x) Additional Stockholder Subordinated Debt in an aggregate principal amount not in excess of (A) $50,000,000 (plus any unpaid interest that is added to the principal amount) plus (B) the principal amount of any other Additional Stockholder Subordinated Debt; provided, that, at the time of and after giving effect to the issuance of any other Additional Stockholder Subordinated Debt permitted under this clause (B) (1) the Payment Conditions shall have been satisfied, (2) no Event of Default shall have occurred and be continuing and (3) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with the conditions set forth in this clause (B));

(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) Indebtedness incurred under leases of real property in respect of tenant improvements;

(xiii) Indebtedness of the Loan Parties assumed in connection with Permitted Acquisitions in an aggregate amount not to exceed $50,000,000 at any one time outstanding so long as such Indebtedness is not incurred in contemplation of any such Permitted Acquisition and any Refinancing Indebtedness in respect thereof;

(xiv) Indebtedness of Excluded Subsidiaries owing to financial institutions or Persons other than the Lead Borrower and its Subsidiaries, provided, that (A) no Loan Party shall Guarantee or otherwise be liable for any such Indebtedness, and (B) the aggregate amount of such Indebtedness shall not exceed $100,000,000 at any time outstanding;

(xv) 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;

(xvi) 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;

(xvii) Indebtedness in the form of Swap Contracts permitted under Section 7.07;

(xviii) the Specified Indebtedness and Refinancing Indebtedness in respect thereof; provided, that, such Refinancing Indebtedness shall be provided solely by UniCredit;

(xix) Permitted Additional Debt, provided, that (A) at the time of and after giving effect to the incurrence of such Permitted Additional Debt, the Payment Conditions shall have been satisfied, (B) no Specified Event of Default shall have occurred and be continuing, (C) no Event of Default that is not a Specified Event of Default shall have occurred and shall have been

continuing for a period of thirty days or more prior to the time of incurrence of such Permitted Additional Debt, (D) the Consolidated Leverage Ratio as of the last day of the most recently ended Fiscal Quarter of the Lead Borrower for which financial statements have been delivered pursuant to Section 6.01(b) (determined on a pro forma basis as if such Permitted Additional Debt had been incurred on the last day of such Fiscal Quarter and taking into account any substantially simultaneous repayment of other Indebtedness with the proceeds of such Permitted Additional Debt) shall not exceed 4.00 to 1.00, and (E) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with the conditions set forth in this Section 7.01(a)(xix);

(xx) Indebtedness of Deconic owing to one or more financial institutions or Persons other than the Lead Borrower and its Subsidiaries in an aggregate amount not to exceed $20,000,000 at any one time outstanding;

(xxi) the Guarantee by the Lead Borrower of Indebtedness of Deconic permitted under Section 7.01(a)(xx), provided, that, the Agent, the holder or holders of such Indebtedness, the Lead Borrower and Deconic shall have entered into a subordination and intercreditor agreement in form and substance reasonably acceptable to the Agent pursuant to which such holder or holders of such Indebtedness shall have agreed that the obligations of the Lead Borrower in respect of such Guarantee of such Indebtedness are subordinate and junior in priority and all other respects to the Obligations;

(xxii) Indebtedness of Brooks Brothers (Japan) Ltd. and Guarantees by the Lead Borrower of Indebtedness of Brooks Brothers (Japan) Ltd. owing to financial institutions or Persons other than the Lead Borrower and its Subsidiaries to the extent permitted under Section 7.04(n);

(xxiii) obligations of the Subsidiaries of the Lead Borrower owing to Lead Borrower in connection with Investments permitted pursuant to Section 7.04(o); and

(xxiv) other Indebtedness in an aggregate principal amount not to exceed $35,000,000 at any time outstanding.

(b) The Lead Borrower will not, and will not permit any Subsidiary to, issue any Disqualified Stock.

7.02 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 created under the Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of the Lead Borrower or any Subsidiary existing on the Closing Date and either set forth in Schedule 7.02 or involving Liens on the Golden Fleece Haverhill Property securing the Golden Fleece Haverhill Mortgage Indebtedness; provided, that (i) such Lien shall not apply to any other asset of the Lead Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations that it secures on the Closing Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Lead Borrower or any Subsidiary; provided, that (i) such Liens secure only Indebtedness permitted by Section

7.01(a)(v) and obligations relating thereto not constituting Indebtedness and (ii) such Liens shall not apply to any other asset of the Lead Borrower 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, such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(e) any Lien existing on any asset prior to the acquisition thereof by the Lead Borrower or any Subsidiary or existing on any asset of any Person that becomes (including pursuant to a Permitted Acquisition) a Subsidiary (or of any Person not previously a Subsidiary that is merged, amalgamated or consolidated with or into a Subsidiary in a transaction permitted hereunder) after the Closing Date prior to the time such Person becomes a Subsidiary (or is so merged, amalgamated or consolidated); provided, that, (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary (or such merger, amalgamation or consolidation), (ii) such Lien shall not apply to any other assets of the Lead Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary (or is so merged, amalgamated or consolidated) and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof;

(f) in the case of any Subsidiary that is not a wholly-owned 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;

(g) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Lead Borrower or any Subsidiary in connection with any letter of intent or purchase agreement for a Permitted Acquisition or other transaction permitted hereunder;

(h) any Lien on assets of any Excluded Subsidiary securing Indebtedness of such Excluded Subsidiary permitted by Section 7.01(a)(xiv) and obligations relating thereto not constituting Indebtedness;

(i) Liens arising out of Sale/Leaseback Transactions permitted by Section 7.06;

(j) Liens securing the Specified Indebtedness; provided, that, such Liens shall apply only to (i) the Enfield Premises, the building, improvements, equipment and fixtures located thereon, the rents and profits accruing therefrom, and the proceeds thereof, including proceeds of insurance with respect thereto, (ii) [reserved], and (iii) DDAs of the Lead Borrower maintained at UniCredit and used for general corporate purposes, together with cash and Cash Equivalents on deposit in such DDAs in an aggregate amount not to exceed $1,500,000 at any time;

(k) Liens on assets not constituting Collateral securing Permitted Additional Debt incurred pursuant to Section 7.01(a)(xix);

(l) Liens on assets of Deconic securing Indebtedness incurred pursuant to Section 7.01(a)(xx);

(m) Liens on assets of Brooks Brothers (Japan) Ltd. securing Indebtedness incurred pursuant to Section 7.01(a)(xxii); and

(n) Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed $25,000,000 at any time outstanding (it being understood that such Liens shall not extend to

Accounts, Credit Card Receivables, Inventory, or the products or proceeds of any of the foregoing), provided, that, notwithstanding anything to the contrary contained herein, without limiting any other restriction set forth in this Agreement with respect to the existence of any Lien on Intellectual Property, any Lien on Intellectual Property of the Loan Parties granted pursuant to this Section 7.02(n) shall be made subject expressly subject to the acknowledgement, by the holder (or holders) of such Lien, of the ABL License on the terms set forth on Exhibit 6.1(b) to the US Security Agreement or, as applicable, Exhibit 6.1(b) to the Canadian Security Agreement.

7.03 Fundamental Changes; Business Activities.

(a) The Lead Borrower 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 sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of the assets of the Lead Borrower and its Subsidiaries, taken as a whole, 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 Lead Borrower) may merge into, amalgamate with or consolidate with the Lead Borrower in a transaction in which the Lead Borrower is the surviving corporation, (ii) any Person (other than the Lead Borrower) may merge into, amalgamate with or consolidate with any Subsidiary in a transaction in which the surviving or continuing entity is a Subsidiary and, if any party to such merger, amalgamation or consolidation is a Loan Party, a Loan Party, (iii) any Subsidiary may merge into, amalgamate with or consolidate with any Person (other than the Lead Borrower) in a transaction permitted under Section 7.05 in which, after giving effect to such transaction, the surviving or continuing entity is a Subsidiary, and (iv) any Subsidiary (other than a Loan Party) may liquidate or dissolve if the Lead Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Lead Borrower 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 7.04.

(b) The Lead Borrower 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 Lead Borrower and its Subsidiaries on the Closing Date and businesses reasonably related or complementary thereto.

7.04 Investments, Loans, Advances, Guarantees and Acquisitions. The Lead Borrower 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 Closing Date and set forth in Schedule 7.04 (but not any additions thereto (including any capital contributions) made after the Closing Date);

(c) Investments made after the date hereof by any Loan Party in another Loan Party;

(d) Guarantees by any Loan Party of Indebtedness subject to the limitations of Section 7.01 or other obligations of any other Loan Party (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);

(e) Investments made after the date hereof by any Loan Party (including, without limitation, Permitted Acquisitions and Investments in joint ventures and Excluded Subsidiaries); provided, that (A) no Event of Default shall have occurred and be continuing at the time such Investment is made or shall result therefrom, (B) the Payment Conditions are satisfied after giving effect to such Investment, and (C) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with such Payment Conditions;

(f) 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;

(g) deposits, prepayments and other credits to suppliers, lessors and landlords made in the ordinary course of business;

(h) advances by the Lead Borrower 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;

(i) Investments made as a result of receipt of non-cash consideration from a sale, transfer or other disposition of assets permitted under Section 7.05;

(j) Investments in the form of Swap Contracts permitted under Section 7.07;

(k) 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;

(l) Investments in the form of unsecured Guarantees by the Lead Borrower of obligations of BB Far East under purchase orders entered into from time to time by BB Far East with vendors in the ordinary course of business; provided, that, notwithstanding anything to the contrary contained herein, payments made by the Lead Borrower (or any other Loan Party) under any such Guarantee made pursuant to this clause on account of amounts attributable to any portion of Inventory or other property under such purchase orders that are (or, will be) transferred to any Subsidiary that is not a Loan Party shall be repaid by such non-Loan Party Subsidiary to (or for the account of) the applicable Loan Party (making such payment) in a manner consistent with the repayment of advances made pursuant to clause (o) below;

(m) Guarantees by the Lead Borrower of obligations of Deconic permitted under Section 7.01(xxi);

(n) Investments in the form of loans made by the Lead Borrower to Brooks Brothers (Japan) Ltd. and/or Guarantees provided by the Lead Borrower for the benefit of Brooks Brothers (Japan) Ltd. (in addition to any loans made and Guarantees provided pursuant to clause (e) of this Section 7.04); provided, that, the aggregate principal amount of all loans and Guarantees made pursuant to this clause (n) outstanding at any time shall not exceed $10,000,000;

(o) advances from time to time made by the Lead Borrower to BB Far East on behalf of Subsidiaries that are not Loan Parties for the purpose of paying amounts due under purchase orders of Inventory in the ordinary course of business, so long as, in the ordinary course of business and consistent with past practice; and

(p) Investments made after the date hereof in an aggregate amount not in excess of $10,000,000; provided, that, no Event of Default shall have occurred and be continuing at the time such Investment is made or shall result therefrom.

7.05 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 the Lead Borrower permit any Subsidiary to issue any additional Equity Interests in such Subsidiary (other than to the Lead Borrower or any other Subsidiary in compliance with Section 7.04, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under any applicable Law), 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 each case (other than in the case of clause (iii)) in the ordinary course of business;

(b) sales, transfers, leases and other dispositions from one Loan Party to another Loan Party;

(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 the Lead Borrower or any Subsidiary to third Persons not interfering in any material respect with the business of the Lead Borrower or any Subsidiary, including, without limitation, retail store lease assignments and surrenders;

(f) the sale, transfer or other disposition of 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 shall adversely affect in any material respect the fair value of any Eligible Inventory or the ability of the Agent to dispose of or otherwise realize upon any Eligible Inventory, or (ii) which, in the reasonable judgment of the Lead Borrower or any Subsidiary, are determined to be uneconomical, negligible or obsolete in the conduct of business;

(g) **[**reserved**]**;

(h) Sale/Leaseback Transactions permitted by Section 7.06;

(i) the sale, transfer or other disposition of assets that are not permitted by any other clause of this Section; provided, that, the aggregate fair market value of all assets sold, transferred or otherwise disposed of in reliance on this clause (i) during any Fiscal Year of the Lead Borrower shall not exceed 2.5% of Total Assets, measured as of the last day of the immediately preceding year; provided, that, if any assets included in the Revolving Borrowing Base and the FILO Borrowing Base having a fair market value of $5,000,000 or more are disposed of in any transaction or series of related transactions, the Lead Borrower shall deliver an updated Borrowing Base Certificate to the Agent excluding such disposed assets from the Revolving Borrowing Base;

(j) the sale, transfer or other disposition of Equity Interests in Subsidiaries that are not Loan Parties; provided, that (x) the Consolidated Fixed Charge Coverage Ratio for the most recently ended

period of four Fiscal Quarters prior to the consummation of such sale, transfer or disposition for which financial statements have been delivered pursuant to Section 6.01(a) or 6.01(b) (determined on a pro forma basis as if the sale, transfer or other disposition of the Equity Interests in such Subsidiary had occurred on the first day of such period of four Fiscal Quarters) is equal to or greater than 1.0 to 1.0 and (y) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with this Section 7.05(j); and

(k) Restricted Payments permitted by Section 7.08(a);

(l) the Deconic Disposition, provided, that, no Event of Default shall have occurred and be continuing or result therefrom and otherwise in accordance with the terms and conditions of this Agreement; and

(m) the sale, transfer or other disposition by Brooks Brothers (Japan) Ltd. of its Equity Interests in Brooks Brothers Korea Ltd.

provided, that, all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clause (a)(ii), (a)(iii), (b) or (d) above) shall be made for fair value and, in the case of sales, transfers, leases and other dispositions permitted by clauses (c), (f)(ii), (h) and (i) above, for at least 75% cash consideration.

Notwithstanding anything to the contrary contained herein and without limiting any other requirement set forth in this Agreement with respect to the sale, transfer, lease or other disposition of Intellectual Property, any sale, transfer, lease or other disposition of Intellectual Property used or useful in connection with the exercise of remedies with respect to, or the sale or other disposition of, Collateral shall be made subject to the ABL License on the terms set forth on Exhibit 6.1(b) to the US Security Agreement or, as applicable, Exhibit 6.1(b) to the Canadian Security Agreement (it being understood and agreed that the Loan Parties shall, in any event, retain a license to use all such Intellectual Property that is the subject of such sale, transfer, lease or other disposition of that is necessary for the conduct of its business).

7.06 Sale/Leaseback Transactions. The Lead Borrower will not, and will not permit any Subsidiary to, enter into any Sale/Leaseback Transaction, except for any such sale of fixed or capital assets that is made for cash consideration in an amount not less than the cost of such fixed or capital asset; provided, that (a) the aggregate fair market value of all fixed or capital assets sold pursuant to this Section 7.06 shall not exceed $7,500,000, and (b) the Person acquiring title to any real property in connection with any such Sale/Leaseback Transaction shall have executed and delivered to the Agent a Collateral Access Agreement with respect to such real property.

7.07 Swap Contracts. The Lead Borrower will not, and will not permit any Subsidiary to, enter into any Swap Contract, other than Swap Contracts entered into in the ordinary course of business to hedge or mitigate risks to which the Lead Borrower or a Subsidiary is exposed in the conduct of its business or the management of its liabilities and not for speculative purposes.

7.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Lead Borrower 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) the Lead Borrower 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 the Lead Borrower and its Subsidiaries);

(iii) the Lead Borrower may repurchase Equity Interests upon the exercise of stock options, deferred stock units and restricted shares to the extent such Equity Interests represent a portion of the exercise price of such stock options, deferred stock units or restricted shares;

(iv) the Lead Borrower may make cash payments in lieu of the issuance of fractional shares representing insignificant interests in the Lead Borrower in connection with the exercise of warrants, options or other securities convertible into or exchangeable for shares of common stock in the Parent;

(v) the Lead Borrower may repurchase shares of its common stock and make other Restricted Payments, provided, that, in each case (A) no Event of Default shall have occurred and be continuing at such time or shall result therefrom, (B) the Payment Conditions are satisfied after giving effect to such share repurchase and other Restricted Payments, and (C) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with such Payment Conditions; and

(vi) the Lead Borrower may repurchase shares of its common stock and make other Restricted Payments (in addition to those made pursuant to Section 7.08(a)(v), provided, that, in each case (A) no Event of Default shall have occurred and be continuing at such time or shall result therefrom, (B) the aggregate amount of (x) all share repurchases and other Restricted Payments made pursuant to this Section 7.08(a)(vi) and (y) all Permitted Debt Prepayments made pursuant to Section 7.08(b)(viii), shall not exceed $10,000,000 during the term of this Agreement, and (C) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with this Section 7.08(a)(vi).

(b) The Lead Borrower 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 of principal of or interest on any Indebtedness (other than the Obligations), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness (other than the Obligations), except:

(i) regularly scheduled interest payments, regularly scheduled principal payments and required or mandatory prepayments in respect of excess cash flow (but excluding any other prepayments) as and when due in respect of Indebtedness (other than payments in respect of Subordinated Indebtedness (including the Affiliate Subordinated Debt));

(ii) refinancings of Indebtedness with the proceeds of Refinancing Indebtedness permitted under Section 7.01;

(iii) payment of secured Indebtedness that becomes due as a result of (A) any voluntary sale or transfer of any assets (other than assets included in the Revolving Borrowing Base or FILO 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 the Revolving Borrowing Base or FILO Borrowing Base) securing such Indebtedness;

(iv) payments of or in respect of Indebtedness solely by issuance of the common stock of the Lead Borrower;

(v) payments (including voluntary prepayments) of principal in respect of the Specified Indebtedness (including repayment on the stated maturity date thereof);

(vi) payments of regularly scheduled interest as and when due in respect of Subordinated Indebtedness (including the Affiliate Subordinated Debt), provided, that (A) no Event of Default shall have occurred and be continuing at such time or shall result therefrom and (B) such payments are not prohibited by the subordination provisions thereof;

(vii) voluntary prepayments and repurchases of Indebtedness (including Permitted Additional Debt, the Affiliate Subordinated Debt and other Subordinated Indebtedness) (collectively, "Permitted Debt Prepayments"); provided, that (A) no Event of Default shall have occurred and be continuing at such time or shall result therefrom, (B) the Payment Conditions are satisfied after giving effect to such Permitted Debt Prepayments, and (C) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with such Payment Conditions; and

(viii) Permitted Debt Prepayments (in addition to those made pursuant to Section 7.08(b)(vii)); provided, that (A) no Event of Default shall have occurred and be continuing at such time or shall result therefrom, (B) the aggregate amount of (x) all Permitted Debt Prepayments made pursuant to this Section 7.08(b)(viii) and (y) all Restricted Payments made pursuant to Section 7.08(a)(vi), shall not exceed $10,000,000 during the term of this Agreement, and (C) the Lead Borrower shall have delivered to the Agent a certificate evidencing compliance with this Section 7.08(b)(viii).

7.09 Transactions with Affiliates. The Lead Borrower 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 the Lead Borrower or such Subsidiary than those that would prevail in an arm's-length transaction with unrelated third parties, (b) transactions between or among the Lead Borrower and its Subsidiaries not involving any other Affiliate, (c) Investments permitted under Section 7.04, (d) any Restricted Payment permitted by Section 7.08, (e) transactions between Affiliates pursuant to existing contractual relationships described on Schedule 5.23 hereto, and (f) the payment of reasonable fees and compensation to, and the providing of reasonable indemnities on behalf of, directors and officers of the Lead Borrower or any Subsidiary, as determined by the board of directors of the Lead Borrower in good faith.

7.10 Restrictive Agreements. The Lead Borrower 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 the Loan Parties to create, incur or permit to exist any Lien upon any of its assets to secure any 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 the Lead Borrower or any Subsidiary or to Guarantees of any Loan Party; provided, that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document, (B) 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, (C) 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, (D) restrictions and conditions imposed by agreements relating to Indebtedness of Excluded Subsidiaries permitted under Section 7.01(a) and (E) cash to secure letters of credit and other segregated deposits that are permitted pursuant to Section 7.02(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 7.01(a) 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 7.01(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.

7.11 Amendment of Organization Documents and Material Documents. The Loan Parties will not, and will permit any Subsidiary to amend, modify, waive or terminate any of a Loan Party's rights under (a) its Organization Documents in a manner materially adverse to the Credit Parties, or (b) any Material Contract or Material Indebtedness (including without limitation the Specified Indebtedness Documents) (other than on account of any refinancing thereof otherwise permitted hereunder), in each case to the extent that such amendment, modification, waiver or termination would result in a Default or Event of Default under any of the Loan Documents, would be materially adverse to the Credit Parties or otherwise would be reasonably likely to have a Material Adverse Effect.

7.12 Use of Proceeds. The Loan Parties shall not, and shall not permit any Subsidiary, to use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or extending credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the FRB; (b) to make any payments to a Sanctioned Entity or a Sanctioned Person, to finance any investments in a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (c) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; or (d) for purposes other than those permitted under this Agreement.

7.13 Changes in Fiscal Periods or Accounting Policies. The Lead Borrower will not change the Fiscal Year or its method of determining Fiscal Quarters of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP or with the written consent of the Agent.

7.14 Canadian Defined Benefit Plan. No Loan Party shall, without the prior written consent of the Agent, maintain, administer, contribute to or have any liability in respect of any Canadian Defined Benefit Plan or acquire an interest in a Person if such Person sponsors, maintains, administers or contributed to, or has any liability in respect of any Canadian Defined Benefit Plan.

7.15 Financial Covenant. The Borrowers shall not permit Excess Availability to be less than the greater of (a) 10.0% of the Aggregate Loan Cap, and (b) $20,000,000.00.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following ("Events of Default") shall constitute an Event of Default:

(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 Section 8.01) 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 any Loan Party 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;

(d)

(i) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 6.01(f) (only during any Enhanced Reporting Period), Section 6.02(a), 6.03 (with respect to any Loan Party's existence) or 6.08 or in Article VII (except Section 7.15); and

(ii) subject to Section 8.02(b), any Loan Party shall fail to observe or perform the covenant in Section 7.15.

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clauses (a), (b) or (d) of this Section 8.01), and such failure shall continue unremedied for a period of (i) four (4) consecutive Business Days after the earlier of any Loan Party's knowledge of such breach or notice thereof from the Agent (which notice shall be given at the request of any Lender) if such breach relates to the terms or provisions of Sections 6.01 (other than, during an Enhanced Reporting Period, 6.01(f)), 6.02 (other than Section 6.02(a)), 6.03 (other than with respect to any Loan Party's existence), 6.04, 6.05, 6.06, 6.10, or 6.13, or (ii) 30 days after the earlier of (A) any Loan Party's knowledge of such breach or (B) notice thereof from the Agent (which notice will be given at the request of any Lender) if such breach relates to terms or provisions of any other Section of this Agreement;

(f) any Loan Party 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) any event or condition shall occur that results in any Material Indebtedness or the Specified 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 the Specified Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Swap Contract, the applicable counterparty, to cause any Material Indebtedness or the Specified 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 (i) any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness or (ii) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 7.01;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Loan Party or Material Subsidiary or its debts, or of a substantial part of its assets, under any Debtor Relief Law or similar Law now or hereafter in effect or (ii) the appointment of a receiver, interim receiver, receiver and manager, monitor, liquidator, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or Material Subsidiary shall (i) voluntarily commence any case or proceeding or file any petition or application seeking liquidation (other than any liquidation permitted by Section 7.03(a)(iv)), reorganization or other relief under any Debtor Relief Laws now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any case or proceeding or petition described in clause (h) of this Section 8.01, (iii) apply for or consent to the appointment of an interim receiver, receiver, receiver and manager, monitor, liquidator, administrator, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition or application filed against it in any such case or proceeding or (v) make a general assignment for the benefit of creditors, or the board of directors (or similar governing body) of any Loan Party or Material Subsidiary (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to above in this clause (i) or in clause (h) of this Section 8.01;

(j) any Loan Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of $15,000,000 (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 any Loan Party, or any combination thereof, and the same shall remain undischarged for a period of 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 any Loan Party to enforce any such judgment;

(l) 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;

(m) a Change in Control shall occur;

(n) any Lien purported to be created under any Security Document 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 Security Document, 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 Security Document or Section 9.10 or (iii) as a result of the failure of the Agent (A) to maintain possession of any certificates representing Equity Interests, promissory notes or

other instruments delivered to the Agent under the US Security Agreement or the Canadian Security Agreement, as applicable, or (B) to continue in accordance with applicable Law the effectiveness of any UCC or PPSA financing statement;

(o) any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations other than contingent Obligations for which no claim has been made in writing, ceases to be in full force and effect; or any Loan Party or any Subsidiary thereof contests the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Security Document; or

(p) except as otherwise expressly permitted hereunder, any Loan Party shall take any action to (i) suspend the operation of all or a material portion of its business in the ordinary course, (ii) solicit proposals for the liquidation of, or undertake to liquidate, all or a material portion of its assets or Store locations, or (iii) solicit proposals for the employment of, or employ, an agent or other third party to conduct a program of closings, liquidations, or "going-out-of-business" sales of any material portion of its business.

8.02 Remedies Upon Event of Default; Financial Covenant Cure.

(a) If any Event of Default occurs and is continuing, the Agent may, or, at the request of the Required Lenders shall, take any or all of the following actions:

(i) declare the Commitments of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other Obligations (including the Early Termination Fee) (other than Obligations under any Swap Contract) to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(iii) require that the Loan Parties Cash Collateralize the L/C Obligations; and

(iv) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties;

provided, however, that upon the occurrence of any Event of Default with respect to any Loan Party or any Subsidiary thereof under Sections 8.01(h) or (i), the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts (including the Early Termination Fee) as aforesaid shall automatically become due and payable, and the

obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Agent or any Lender.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

Each of the Lenders agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, or other rights to, any of the Collateral.

(b) Notwithstanding the foregoing to the contrary, no Event of Default shall be deemed to occur under this Agreement as a result of the Borrowers' failure to maintain Excess Availability in the amount specified in Section 7.15 so long as (i) such failure does not continue for a period of more than five (5) consecutive days (provided, however, that in the event prior to the expiration of such five (5) consecutive day period, the Lead Borrower shall have provided written notice to the Agent stating that the Borrowers have received a binding written commitment from one or more members of the Ownership Group to provide debt financing in accordance with the terms of this Agreement or otherwise in form and substance satisfactory to Agent in its Permitted Discretion (or other contribution to the common equity of the Lead Borrower) in an amount sufficient to cure any shortfall in Excess Availability as required by Section 7.15, such five (5) consecutive day period shall instead be deemed to mean four (4) consecutive Business Days), (ii) such failure does not occur on more than two occasions during any Fiscal Year or on more than five occasions during the term of this Agreement and (iii) Excess Availability is at all times greater than the greater of (x) 7.5% of the Aggregate Loan Cap and (y) $15,000,000.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be cash collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Agent in the following order:

First, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Agent and amounts payable under Article III) payable to the Agent;

Second, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to the extent not previously reimbursed by the Lenders, to payment to the Agent of that portion of the Obligations constituting principal and accrued and unpaid interest on any Protective Advances;

Fourth, payment to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fifth, to payment of that portion of the Obligations constituting accrued and unpaid interest on (x) the Revolving Loans and (y) other Obligations owing to Revolving Lenders and the L/C

Issuer, and fees (including Letter of Credit Fees but excluding any Early Termination Fees owing to Revolving Lenders and the L/C Issuer), ratably among the Revolving Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Fifth payable to them;

Sixth, to the extent that Swing Line Loans have not been refinanced by a Revolving Loan, to payment to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Seventh, to payment of that portion of the Obligations constituting unpaid principal of the Revolving Loans, ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Seventh held by them;

Eighth, to the Agent for the account of the L/C Issuer, to cash collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Ninth, to payment of that portion of the Obligations constituting accrued and unpaid interest on (x) the FILO Loans and (y) other Obligations owing to FILO Lenders, and fees (excluding any Early Termination Fees owing to FILO Lenders), ratably among the FILO Lenders in proportion to the respective amounts described in this clause Ninth payable to them;

Tenth, to payment of that portion of the Obligations constituting unpaid principal of the FILO Loans, ratably among the FILO Lenders in proportion to the respective amounts described in this clause Tenth held by them;

Eleventh, to payment of all other Obligations (including without limitation the cash collateralization of unliquidated indemnification obligations, any Early Termination Fees owing to each Lender, and subject to the limitation provided herein, any Other Liabilities), ratably among the Credit Parties in proportion to the respective amounts described in this clause Eleventh held by them and in the case of any Other Liabilities, up to the amount of the most recently established Bank Products Reserve or Cash Management Reserve, as applicable, in respect of such Other Liabilities to (i) the Bank Product Providers based upon amounts then certified by each applicable Bank Product Provider to Agent (in form and substance satisfactory to Agent) to be due and payable to such Bank Product Provider on account of such Other Liabilities (but not in excess of the Bank Products Reserve or Cash Management Reserve established for the applicable Other Liabilities owing to such Bank Product Provider), and (ii) with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Other Liabilities owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Other Liabilities are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Other Liabilities shall be reapplied pursuant to this Section 8.03 beginning with clause First above;

Twelfth, to payment of that portion of the Obligations arising from Cash Management Services (not paid pursuant to clause Eleventh above) to the extent secured under the Security Documents, ratably among the Credit Parties in proportion to the respective amounts described in this clause Twelfth held by them;

Thirteenth, to payment of all other Obligations consisting of Bank Product Obligations (not paid pursuant to clause Eleventh above) to the extent secured under the Security Documents, ratably

among the Credit Parties in proportion to the respective amounts described in this clause Thirteenth held by them;

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to cash collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Eighth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE IX
THE AGENT

9.01 Appointment and Authority. Each of the Lenders and the Swing Line Lender hereby irrevocably appoints Wells Fargo to act on its behalf as the Agent hereunder and under the other Loan Documents (other than the Swap Contracts) and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof (including, without limitation, acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations), together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent, the Lenders and the L/C Issuer, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

For the purposes of holding any hypothec granted pursuant to the laws of the Province of Quebec to secure the prompt payment and performance of any and all Obligations by any Loan Party, each of the Lenders and the Swing Line Lender hereby irrevocably appoints and authorizes the Agent and, to the extent necessary, ratifies the appointment and authorization of the Agent, to act as the hypothecary representative of the present and future creditors as contemplated under Article 2692 of the Civil Code of Quebec (in such capacity, the "Hypothecary Representative"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Hypothecary Representative under any related deed of hypothec. The Hypothecary Representative shall: (i) have the sole and 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 such deed of hypothec and applicable Law, and (ii) benefit from and be subject to all provisions hereof with respect to the Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Credit Parties and the Loan Parties. Any Person who becomes a Lender shall, by its execution of an Assignment and Acceptance, be deemed to have consented to and confirmed the Hypothecary Representative as the Person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Lender, all actions taken by the Hypothecary Representative in such capacity. The substitution of the Agent pursuant to the provisions of this Article IX also constitutes the substitution of the Hypothecary Representative. The Agent, acting as the Hypothecary Representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Agent in this Agreement, which shall apply mutatis mutandis to the Agent acting as Hypothecary Representative.

9.02 Rights as a Lender. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though they were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity.

Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the 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 expressly provided for herein or in the other Loan Documents), provided, that, the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties or any of its Affiliates that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity.

The Agent shall not be liable for any action taken or not taken by it (i) 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 Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction.

The Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Agent by the Loan Parties, a Lender or the L/C Issuer. Upon the occurrence of a Default or Event of Default, the Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Applicable Lenders. Unless and until the Agent shall have received such direction, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall the Agent be required to comply with any such directions to the extent that the Agent believes that its compliance with such directions would be unlawful.

The Agent 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

9.04 Reliance by Agent. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, 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. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Agent shall have received written notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agent may consult with legal counsel (who may be counsel for any Loan Party), 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.

9.05 Delegation of Duties. The Agent 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 the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agent 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 the Agent.

9.06 Resignation of Agent. The Agent may at any time give written notice of its resignation to the Lenders and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such 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 on behalf of the Lenders and the L/C Issuer, appoint a successor Agent meeting the qualifications set forth above; provided, that, if the Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent hereunder.

Any resignation by Wells Fargo as Agent pursuant to this Section shall also constitute its resignation as Swing Line Lender and the resignation of Wells Fargo as L/C Issuer. Upon the acceptance of a successor's appointment as Agent hereunder, (a) such successor shall succeed to and become vested

with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.07 Non-Reliance on Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties 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 the L/C Issuer also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties 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. Except as provided in Section 9.12, the Agent shall not have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agent.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, the Bookrunner, Arranger, nor Syndication Agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity as the Agent, a Lender or the L/C Issuer hereunder.

9.09 Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer, the Agent and the other Credit Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer, the Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer the Agent and such Credit Parties under Sections 2.03(l), 2.03(m) and 2.03(k) as applicable, 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, receiver and manager, monitor, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Agent and, if the Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement,

adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer or to authorize the Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

9.10 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the expiration, termination or Cash Collateralization of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing by the Applicable Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances;

(c) to subordinate any Lien on Collateral other than Inventory, Accounts, Credit Card Receivables, DDAs and securities accounts to the holder of any Lien permitted by Section 7.02(d) to secure Indebtedness permitted pursuant to Section 7.01(a)(v); and

(d) to release any Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder.

Upon request by the Agent at any time, the Applicable Lenders will confirm in writing the Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Agent will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agent may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Acceptance shall have become effective as set forth in Section 10.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) agrees to furnish the Agent with a summary of all Other Liabilities due or to become due to such Lender. In connection with any distributions to be made hereunder, the Agent shall be entitled to assume that no amounts are due to any Lender on account of Other Liabilities unless the Agent has received written notice thereof from such Lender;

(b) is deemed to have requested that the Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Certificates and financial statements required to be delivered by the Lead Borrower hereunder and all commercial finance examinations and appraisals of the Collateral received by the Agent (collectively, the "Reports");

(c) expressly agrees and acknowledges that the Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 10.07 hereof; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (ii) to pay and protect, and indemnify, defend, and hold the Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law of the United States can be perfected only by possession. Should any Lender (other than the Agent) obtain possession of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or otherwise deal with such Collateral in accordance with the Agent's instructions.

9.14 Indemnification of Agent. Without limiting the obligations of the Loan Parties hereunder, the Lenders hereby agree to indemnify the Agent, the L/C Issuer and any Related Party, as the case may be, ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Agent, the L/C Issuer and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by the Agent, the L/C Issuer and their Related Parties in connection therewith; provided, that, no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's, the L/C Issuer's and their Related Parties' gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agent) authorized to act for, any other Lender.

9.16 Defaulting Lenders.

(a) Notwithstanding the provisions of Section 2.14 hereof, the Agent shall not be obligated to transfer to a Defaulting Lender any payments made by the Borrowers to the Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to

the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, the Agent shall transfer any such payments (i) first, to the Swing Line Lender to the extent of any Swing Line Loans that were made by the Swing Line Lender and that were required to be, but were not, paid by the Defaulting Lender, (ii) second, to the L/C Issuer, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (iii) third, to each Non-Defaulting Lender ratably in accordance with their Applicable Percentage (but, in each case, only to the extent that such Defaulting Lender's portion of a Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (iv) to the Cash Collateral Account, the proceeds of which shall be retained by the Agent and may be made available to be re-advanced to or for the benefit of the Borrowers (upon the request of the Lead Borrower and subject to the conditions set forth in Section 4.02) as if such Defaulting Lender had made its portion of the Loans (or other funding obligations) hereunder, and (v) from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender. Subject to the foregoing, the Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Applicable Percentages in connection therewith) and for the purpose of calculating the fee payable under Section 2.09(a), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero; provided, that, the foregoing shall not apply to any of the matters governed by Section 10.01(a) through (c). The provisions of this Section 9.16 shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, the Agent, the L/C Issuer, and the Borrowers shall have waived, in writing, the application of this Section 9.16 to such Defaulting Lender, or (z) the date on which such Defaulting Lender pays to the Agent all amounts owing by such Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by the Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by the Agent pursuant to Section 9.16(b) shall be released to the Borrowers). The operation of this Section 9.16 shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to the Agent, the L/C Issuer, the Swing Line Lender, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers, at their option, upon written notice to the Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to the Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Assumption in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than any Other Liabilities, but including (1) all interest, fees (except any Commitment Fees or Letter of Credit Fees not due to such Defaulting Lender in accordance with the terms of this Agreement), and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Applicable Percentage of its participation in the Letters of Credit and Swing Line Loans); provided, that, any such assumption of the Commitments of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Credit Parties' or the Loan Parties' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 9.16 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 9.16 shall control and govern.

(b) If any Swing Line Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(i) such Defaulting Lender's participation interest in any Swing Line Loan or Letter of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of the ratable share of Total Revolving Outstandings of all Non-Defaulting Lenders after giving effect to such reallocation does not exceed the total of all Non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.02 are satisfied at such time;

(ii) if the reallocation described in clause (b)(i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Agent (x) first, prepay such Defaulting Lender's participation in any outstanding Swing Line Loans (after giving effect to any partial reallocation pursuant to clause (b)(i) above) and (y) second, cash collateralize such Defaulting Lender's participation in Letters of Credit (after giving effect to any partial reallocation pursuant to clause (b)(i) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Agent, for so long as such L/C Obligations are outstanding; provided, that, the Borrowers shall not be obligated to cash collateralize any Defaulting Lender's participations in Letters of Credit if such Defaulting Lender is also the L/C Issuer;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's participation in Letters of Credit Exposure pursuant to this Section 9.16(b), the Borrowers shall not be required to pay any Letter of Credit Fees to the Agent for the account of such Defaulting Lender pursuant to Section 2.03 with respect to such cash collateralized portion of such Defaulting Lender's participation in Letters of Credit during the period such participation is cash collateralized;

(iv) to the extent the participation by any Non-Defaulting Lender in the Letters of Credit is reallocated pursuant to this Section 9.16(b), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.03 shall be adjusted in accordance with such reallocation;

(v) to the extent any Defaulting Lender's participation in Letters of Credit is neither cash collateralized nor reallocated pursuant to this Section 9.16(b), then, without prejudice to any rights or remedies of the L/C Issuer or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.03 with respect to such portion of such participation shall instead be payable to the L/C Issuer until such portion of such Defaulting Lender's participation is cash collateralized or reallocated;

(vi) so long as any Lender is a Defaulting Lender, the Swing Line Lender shall not be required to make any Swing Line Loan and the L/C Issuer shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Applicable Percentage of such Swing Line Loans or Letter of Credit cannot be reallocated pursuant to this Section 9.16(b) or (y) the Swing Line Lender or the L/C Issuer, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Line Lender or the L/C Issuer, as applicable, and the Borrowers to eliminate the Swing Line Lender's or L/C Issuer's risk with respect to the Defaulting Lender's participation in Swing Line Loans or Letters of Credit; and

(vii) The Agent may release any cash collateral provided by the Borrowers pursuant to this Section 9.16(b) to the L/C Issuer and the L/C Issuer may apply any such cash

collateral to the payment of such Defaulting Lender's Applicable Percentage of any Letter of Credit Disbursement that is not reimbursed by the Borrowers pursuant to Section 2.03. Subject to Section 10.26, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

9.17 [Reserved].

9.18 Providers. Each provider of Bank Products or Cash Management Services (each, a "Provider") in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom the Agent is acting. The Agent hereby agrees to act as agent for such Providers and, by virtue of entering into an agreement in respect of Bank Products or Cash Management Services (each, a "Specified Agreement"), the applicable Provider automatically shall be deemed to have appointed each Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Provider under the Loan Documents consist exclusively of such Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to the Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Provider, by virtue of entering into a Specified Agreement, automatically shall be deemed to have agreed that the Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release Bank Products Reserves and reserves in respect of Cash Management Services and that if reserves are established there is no obligation on the part of the Agent to determine or insure whether the amount of any such reserve is appropriate or not. The Agent shall have no obligation to calculate the amount due and payable with respect to any Other Liabilities, but may rely upon a written notice from the applicable Provider provided pursuant to Section 9.12(a). In the absence of an updated written notice, the Agent shall be entitled to assume that the amount due and payable to the applicable Provider is the amount last certified to the Agent by such Provider as being due and payable (less any distributions made to such Provider on account thereof). Borrowers may obtain Bank Products or Cash Management Services from any Provider, although Borrowers are not required to do so. Each Borrower acknowledges and agrees that no Provider has committed to provide any Bank Products or Cash Management Services and that any provision of any Bank Products or Cash Management Services by any Provider is in the sole and absolute discretion of such Provider.

ARTICLE X
MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (other than Swap Contracts and agreements related to Bank Products or Cash Management Services, each of which shall be governed by the terms of the relevant agreements), and no Consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Agent, with the Consent of the Required Lenders, and the Lead Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Agent, and each such waiver or Consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02 or otherwise) without the written Consent of such Lender;

(b) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for (i) any scheduled payment (including the Maturity Date) or mandatory prepayment of

principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written Consent of such Lender entitled to such payment, or (ii) any scheduled or mandatory reduction or termination of any Commitment hereunder or under any other Loan Document without the written Consent of such Lender;

(c) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan held by such Lender, or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written Consent of each Lender entitled to such amount; provided, however, that (i) only the consent of the Required Revolving Lenders shall be shall be necessary to (x) amend the definition of "Default Rate" or (y) waive any obligation of the Borrowers to pay interest or Letter of Credit Fees at the Default Rate, in each case, as it relates to Obligations under the Revolving Commitments, and (ii) only the consent of the Required FILO Lenders shall be shall be necessary to (x) amend the definition of "Default Rate" or (y) waive any obligation of the Borrowers to pay interest at the Default Rate, in each case, as it relates to Obligations in respect of the FILO Loans;

(d) as to any Lender, change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written Consent of such Lender;

(e) (i) change any provision of this Section or the definition of "Required Lenders" without the written Consent of each Lender, (ii) change the definitions of "Revolving Lenders" or "Required Revolving Lenders" without the written Consent of each Revolving Lender, (iii) change the definitions of "FILO Lenders" or "Required FILO Lenders" without the written Consent of each FILO Lender, or (iv) change any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written Consent of each Lender;

(f) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written Consent of each Lender;

(g) except for Asset Sales permitted pursuant to Section 7.05 hereunder (in which case such release of Collateral may be made by Agent acting alone), release all or substantially all of the Collateral from the Liens of the Security Documents without the written Consent of each Lender;

(h) except as provided in Section 2.15, increase the Aggregate Revolving Commitments without the written Consent of each Lender;

(i) (i) without the prior written consent of each Lender, change the definition of the term "Revolving Borrowing Base" or "Aggregate Loan Cap" (or any component definition of any such terms (including any applicable advance rates, in the case of "Revolving Borrowing Base")) if as a result thereof the amounts available to be borrowed by the Borrowers would be increased, or (ii) without the prior written consent of all FILO Lenders, (A) change the definition of the term "FILO Borrowing Base" (or any component definition of such term (including any applicable advance rates)) if as a result thereof the amounts available to be borrowed by the Borrowers would be increased, or (B) change the definition of "FILO Reserve" (or any component definition of such term) or (C) cease to deduct from the Revolving Borrowing Base (or fail to establish or maintain) the FILO Reserve; provided, however, that the foregoing clause (i) shall not limit the discretion of the Agent to change, establish or eliminate any Reserves or to exercise any other discretion that the Agent may have in respect of any of the provisions referenced in this clause (i);

(j) modify the definition of Protective Advance so as to increase the amount thereof or, except as provided in such definition, the time period for which a Protective Advance may remain outstanding without the written Consent of each Lender;

(k) except as expressly permitted herein or in any other Loan Document, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written Consent of each Lender;

(l) (i) increase any advance rate under the "Revolving Borrowing Base" above the advance rates as in effect on the Closing Date, without the prior written consent of all Lenders, or (ii) increase any advance rate under the "FILO Borrowing Base" above the advance rates as in effect on the Closing Date, without the written Consent of all FILO Lenders;

(m) amend, modify or waive any condition set forth in Section 4.02 as to any Credit Extension without the written Consent of the Required Revolving Lenders with respect to Revolving Loans, or the Required FILO Lenders with respect to FILO Loans;

and, provided, further, that (i) no amendment, waiver or Consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or Consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or Consent shall, unless in writing and signed by the Agent in addition to the Lenders required above, affect the rights or duties of the Agent under this Agreement or any other Loan Document; and (iv) any fee arrangements (if any) may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Products or Cash Management Services shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or any Loan Party.

If any Lender does not Consent (a "Non-Consenting Lender") to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the Consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided, that, such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except as provided in subsection (b) below, 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 telecopier as follows:

(i) if to the Loan Parties, the Agent, the L/C Issuer or the Swing Line Lender, to the address, telecopier number, electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Loan Parties, the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agent, provided, that, the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Agent that it is incapable of receiving notices under such Article by electronic communication. The Agent 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.

Unless the Agent otherwise prescribes, (i) notices and other communications 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 the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications 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 (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. 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 BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Loan Parties' or the Agent's transmission of Borrower Materials or any other communications through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Loan Parties, the Agent, the L/C Issuer and the Swing Line Lender may change its address or telecopier for notices and other communications hereunder, or, solely with respect to communications, may change its telephone number, by notice to the other parties hereto. Each other Lender may change its address or telecopier number for notices and other communications hereunder by notice to the Lead Borrower, the Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Agent from time to time to ensure that the Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Agent, L/C Issuer and Lenders. The Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, all Requests for Credit Extensions) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Loan Parties (including, without limitation, pursuant to any Requests for Credit Extensions). All telephonic communications with the Agent may be recorded by the Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. 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 or Event of Default, regardless of whether any Credit Party may have had notice or knowledge of such Default or Event of Default at the time.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agent (and any sub-agent thereof), each other Credit Party, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agent (and any sub-agents thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer 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, any bank advising or confirming a Letter of Credit or any other nominated person with respect to a Letter

of Credit seeking to be reimbursed or indemnified or compensated, and any third party seeking to enforce the rights of a Borrower, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds, or holder of an instrument or document related to any Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party (in such capacity, and in no event in its capacity as a Blocked Account Bank) to, a Blocked Account Bank or other Person under any Blocked Account Agreement, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties' directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided, that, such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) result from (w) Taxes, except to the extent that the Taxes represent losses, claims, damages, liabilities or related expenses arise from or relate to a non-Tax claim for which indemnity is available under this section, or (x) a dispute solely among Indemnitees not arising from any act or omission of any Loan Party (other than any such dispute against any Indemnitee acting in its capacity as "Agent" or an "Arranger" under the Loan Documents, as to which such indemnity shall apply) at a time when no Loan Party has breached its obligations hereunder in any material respect, or (B) have been determined by a final and nonappealable judgment in a court of competent jurisdiction obtained by the Borrowers or such Loan Party, to have resulted from (y) the gross negligence, bad faith or willful misconduct of such Indemnitee, or (z) a material breach of such Indemnitee's material obligations hereunder or under any other Loan Document pursuant to a claim brought by a Borrower or any other Loan Party against an Indemnitee.

(c) Reimbursement by Lenders. Without limiting their obligations under Section 9.14 hereof, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it, each Lender severally agrees to pay to the Agent (or any such sub-agent), the L/C Issuer 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, liability or related expense, as the case may be, was incurred by or asserted against the Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, 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, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable on demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agent and the L/C Issuer, the assignment of any Commitment or Loan by any Lender, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Agent upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. 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, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written Consent of the Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). 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, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time 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 Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided, that, any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) In the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) In any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the

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 Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, in the case of any assignment in respect of a Revolving Commitment (and the related Revolving Loans thereunder) and $1,000,000 in the case of any assignment in respect of a FILO Loan, unless each of the Agent and, so long as no Default or Event of Default has occurred and is continuing, the Lead Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed and shall be deemed given if the Lead Borrower has not responded to a request for such consent within seven (7) Business Days); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. 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 with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among the Revolving Loans (and Revolving Commitments), and the FILO Loans (and the FILO Commitments, if any) on a non-pro rata basis;

(iii) Required Consents. In addition to any other requirements of this Section 10.06(b):

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) a Default or Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Revolving Commitment or FILO Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the applicable Loans, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (ii) any FILO Loan if such assignment is to a Person that is not a Lender with FILO Loans, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the assignment of any Commitment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500, provided, however, that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement 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 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection 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 Section 10.06(d).

(c) Register. The Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Agent's Office 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 Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Agent and the Lenders may 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 Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Loan Parties or the Agent, sell participations to any Person (other than a natural person or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Loan Parties, the Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

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 this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that, such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent. A Participant that would be a Foreign

Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided, that, no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Wells Fargo assigns all of its Commitment and Loans pursuant to subsection (b) above, Wells Fargo may, (i) upon 30 days' notice to the Lead Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Lead Borrower, Wells Fargo may resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Lead Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Lead Borrower to appoint any such successor shall affect the resignation of Wells Fargo as L/C Issuer or Swing Line Lender, as the case may be. If Wells Fargo resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans pursuant to Section 2.03(c)). If Wells Fargo resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Wells Fargo to effectively assume the obligations of Wells Fargo with respect to such Letters of Credit.

(i) Lender Representation. Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agent and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Revolving Commitments, the FILO Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Commitments, the FILO Commitments, and this Agreement, or

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Revolving Commitments, the FILO Commitments, and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Commitments, the FILO Commitments, and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Commitments, the FILO Commitments, and this Agreement.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, funding sources, attorneys, advisors and representatives (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 requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any 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 provisions substantially the same as 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 advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof, provided, that, in the case of information received from any Loan Party or any Subsidiary after the Closing Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Agent or the Required Lenders, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Lead Borrower and the Agent promptly after any such setoff and application, provided, that, the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation.

(a) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

(b) Without limiting the generality of Section 10.09(a), in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code (Canada), as the same shall be amended, replaced or re-enacted from time to time (the "Criminal Code Section")) payable (whether by way of payment, collection or demand) by any Canadian Guarantor under this Agreement or any other Loan Document exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) under this Agreement or such other Loan Document lawfully permitted under that section and, if any payment, collection or demand pursuant to this Agreement or any other Loan Document in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section and the amount of such payment or collection shall be refunded by the Agent and Lenders to Canadian Guarantors with such "interest" 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 the Criminal Code Section to result in a receipt by the Agent or such Lender of interest at a rate not in contravention of the Criminal Code Section, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amounts or rates of interest

required to be paid to the Agent or that Lender; and then, by reducing any fees, charges, expenses and other amounts required to be paid to the Agent or Lender which would constitute "interest". Notwithstanding the foregoing, and after giving effect to all such adjustments, if the Agent or any Lender shall have received an amount in excess of the maximum permitted by the Criminal Code Section, then Canadian Guarantors shall be entitled, by notice in writing to the Agent or affected Lender, to obtain reimbursement from the Agent or that Lender in an amount equal to such excess. For the purposes of this Agreement and each other Loan Document to which any Canadian Guarantor is a party, the effective annual rate of interest payable by Canadian Guarantors shall be determined in accordance with generally accepted actuarial practices and principles over the term of the loans on the basis of annual compounding for the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Institute of Actuaries appointed by the Agent for the account of Canadian Guarantors will be conclusive for the purpose of such determination in the absence of evidence to the contrary.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents 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. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default or Event of Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.04 and Article IX shall survive and remain in full force and effect regardless of the repayment of the Obligations, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agent may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to the Other Liabilities and (z) any Obligations that may thereafter arise under Section 10.04.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for

the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided, that:

(a) the Borrowers shall have paid to the Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 OF THE LOAN PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE LOAN PARTIES 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 OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY 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 LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) ACTIONS COMMENCED BY LOAN PARTIES. EACH LOAN PARTY AGREES THAT ANY ACTION COMMENCED BY ANY LOAN PARTY ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT SOLELY IN A COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK OR ANY FEDERAL COURT SITTING THEREIN AS THE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

10.15 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 OR 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 PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, the each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with

respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 Patriot Act Notice. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, Agent and each Lender shall have the right to periodically conduct due diligence (including, without limitation, in respect of information and documentation as may reasonably be requested by the Agent or any Lender from time to time for purposes of compliance by the Agent or such Lender with applicable Law (including, without limitation, the Patriot Act and other "know your customer" and Anti-Money Laundering Laws), and any policy or procedure implemented by the Agent or such Lender to comply therewith) on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Agent shall constitute Credit Party Expenses hereunder and be for the account of Borrowers.

10.18 Foreign Asset Control Regulations. Neither of the advance of the Loans nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (b) the Patriot Act. Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

10.19 Time of the Essence. Time is of the essence of the Loan Documents.

10.20 [Reserved].

10.21 Press Releases.

(a) Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Agent or its Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Agent and without the prior written consent of the Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under applicable Law and then, in any event,

such Credit Party or Affiliate will consult with the Agent before issuing such press release or other public disclosure.

(b) Each Loan Party consents to the publication by the Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia. The Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to the Lead Borrower for review and comment prior to the publication thereof. The Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

10.22 Additional Waivers.

(a) The Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by Applicable Law, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Agent or any other Credit Party.

(b) The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Obligations after the termination of the Commitments), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of the Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations after the termination of the Commitments).

(c) To the fullest extent permitted by applicable Law, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments. The Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all the Obligations have been indefeasibly paid in full in cash and the Commitments have been terminated. Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement

or subrogation or other right or remedy of such Loan Party against any other Loan Party, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations and the termination of the Commitments. In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible payment in full of the Obligations and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount, for each of such other Borrowers, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101 (31) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

10.23 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.24 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.25 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Facility Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.25 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.25, or otherwise under the Facility Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until

payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.25 constitute, and this Section 10.25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.26 Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

10.27 Judgment Currency Conversion.

(a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in Dollars, the conversion shall be made, at the Agent's quoted rate of exchange prevailing, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties each covenant and agree to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date. Any amount due from a Loan Party under this Section 10.27 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) For purposes of determining the prevailing rate of exchange, such amounts shall include any customary costs of the Agent payable in connection with the purchase of Dollars.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BORROWERS:

BROOKS BROTHERS GROUP, INC.

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RBA WHOLESALE, LLC

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

GOLDEN FLEECE MANUFACTURING GROUP, LLC

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

GUARANTORS:

BROOKS BROTHERS CANADA LTD.

By: _____
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS INTERNATIONAL, LLC

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: William Chan
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION as L/C Issuer, as a Lender and Swing Line Lender

By: _____
Name: William Chan
Title: Director

JPMORGAN CHASE BANK, N.A.,
as a Lender and a L/C Issuer

By: _____
Name: Joon Hur
Its Executive Director

BANK OF AMERICA, N.A.,
as a Lender

By: Christine Hutchinson
Name: Christine Hutchinson
Its Senior Vice President

TD BANK, N.A.,
as a Lender

By: _____
Name: Dean Whalen
Its: Vice President

SCHEDULES

TO

CREDIT AGREEMENT

dated as of

June 28, 2019

among

BROOKS BROTHERS GROUP, INC.,
as the Lead Borrower

For

The Borrowers Named Therein,

The Guarantors Named Therein,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent, L/C Issuer and Swing Line Lender,

and

The Other Lenders Party Thereto,

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent, and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Sole Lead Arranger and Sole Bookrunner

No reference to or disclosure of any item or other matter in these Schedules shall be construed as an admission or indication that such item or other matter is material unless otherwise indicated or that such item or other matter is required to be referred to or disclosed in these Schedules.

The headings contained in these Schedules are included for convenience only and are not intended to limit the effect of the disclosure contained in these Schedules or to expand the scope of the information required to be disclosed in these Schedules.

Schedule 1.01 – Borrowers

Brooks Brothers Group, Inc.
RBA Wholesale, LLC
Golden Fleece Manufacturing Group, LLC

Schedule 1.02 -- Guarantors

Brooks Brothers Canada Ltd.
Brooks Brothers International, LLC
Retail Brand Alliance Gift Card Services, LLC
Retail Brand Alliance of Puerto Rico, Inc.

Schedule 1.03 – Existing Affiliate Subordinated Debt

1. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US$1,667,756.07 issued by Brooks Brothers Group, Inc. in favor of Claudio Del Vecchio.
2. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US$37,694,202.00 issued by Brooks Brothers Group, Inc. in favor of The CDV Trust.
3. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US$26,924,430.00, issued by Brooks Brothers Group, Inc. in favor of The CDV Trust.

Schedule 1.04– Specified UniCredit Letters of Credit

Issue Date	Issuing Bank	Principal Party	Beneficiary	Stated Amount	LC #
6/24/10	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	UCI London (UGP)	$361,540	SLC0001289
3/01/11	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	Liberty Mutual	$835,944	SLC0001324
8/03/11	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	Daidoh Limited	$5,004,363	SLC0001365
4/18/05	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	The Hartford Insurance	$3,600,000	SLC0000415
10/4/06	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	D'Impresa	$99,684	SLC0000531
11/14/07	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	TS Midtown Holdings LP	$139,750	SLC0000604
1/29/08	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	TS Midtown Holdings LP	$74,917	SLC0000622
8/4/08	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	TS Midtown Holdings LP	$416,667	SLC0000659
7/31/13	UniCredit S.p.A. – New York Branch	Brooks Brothers Group, Inc.	Various (Larry Larsen)	$844,398	SLC0001412
11/30/15	UniCredit S.p.A.—New York Branch	Brooks Brothers Group, Inc.	Agenzia Delle Entrate	$424,107	SLC0001504
9/4/18	UniCredit S.p.A.—New York Branch	Brooks Brothers Group, Inc.	UCI London	$305,568	SLC0001632
9/4/18	UniCredit S.p.A.—New York Branch	Brooks Brothers Group, Inc.	Daidoh Limited	$5,053,987.62	SLC0001635
9/4/18	UniCredit	Brooks Brothers	VAT Guarantee	$419,305.15	SLC0001639

	S.p.A.—New York Branch	Group, Inc.			
9/4/18	UniCredit S.p.A.—New York Branch	Brooks Brothers Group, Inc.	D'Impresa	$108,150.10	SLC0001723

Schedule 1.05 – Existing Letters of Credit

(Each Issued by JPMorgan Chase Bank, N.A.)

JPM Ref Number	Applicant	L/C Type	Outstanding Amount	Beneficiary
NUSCGS015348	Brooks Brothers Group, Inc.	Standby	USD 309,899.67	1-10 BUSH TERMINAL OWNER LP
NUSCGS013924	Brooks Brothers Group, Inc.	Standby	USD 500,000.00	EXPEDITORS INTERNATIONAL OF WASHINGTON, INC.
NUSCGS018106	Brooks Brothers Group, Inc.	Standby	USD 775,270.00	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
NUSCGS002359	Brooks Brothers Group, Inc.	Standby	USD 3,600,000.00	HARTFORD FIRE INSURANCE COMPANY
NUSCGS026336	Brooks Brothers Group, Inc.	Standby	USD 128,809.42	JUDITH A CAROLL AND JAY GRODIN
NUSCGS002358	Brooks Brothers Group, Inc.	Standby	USD 507,000.00	LIBERTY MUTUAL INSURANCE COMPANY
NUSCGS006787	Brooks Brothers Far East Ltd	Standby	EUR 479,578.24	UNICREDIT S.P.A
NUSCGS024959	Brooks Brothers Far East Ltd	Standby	EUR 742,038.35	UNICREDIT S.P.A
NUSCGS012121	Brooks Brothers Far East Ltd	Standby	EUR 677,642.61	UNICREDIT S.P.A.

Schedule 1.06 – TAL Debt

Amended and Restated Convertible Promissory Note dated June 28, 2019 issued by Brooks Brothers Group, Inc. in favor of Castle Apparel Limited.

Schedule 2.01 – Commitments and Applicable Percentages

Lender	Revolving Commitment	Revolving Commitment Percentage	FILO Commitment	FILO Commitment Percentage	Total	Applicable Percentage
Wells Fargo Bank, National Association	$157,000,000	52.333333333%	$8,000,000	53.333333334%	$165,000,000	52.380952381%
JPMorgan Chase Bank, N.A.	$71,500,000	23.833333333%	$3,500,000	23.333333333%	$75,000,000	23.809523810%
TD Bank, N.A.	$47,750,000	15.916666667%	$2,250,000	15.000000000%	$50,000,000	15.873015873%
Bank of America, N.A.	$23,750,000	7.916666667%	$1,250,000	8.333333333%	$25,000,0000	7.936507936%
TOTAL	**$300,000,000**	**100.000000000%**	**$15,000,000**	**100.000000000%**	**$315,000,000**	**100.000000000%**

Schedule 5.05 – Properties

***Retail Stores Leased Properties*:**

Loan Party	Store Name	Store Location				
BROOKS BROTHERS GROUP, INC.	1180 MADISON AVENUE	1180 MADISON AVENUE		NEW YORK	NY	10028
BROOKS BROTHERS GROUP, INC.	1934 BROADWAY	1934 BROADWAY (65TH ST.)		NEW YORK	NY	10023
BROOKS BROTHERS GROUP, INC.	2381 BROADWAY	2381 BROADWAY (87TH ST.)		NEW YORK	NY	10024
BROOKS BROTHERS GROUP, INC.	901 BROADWAY	901 BROADWAY (20TH ST.)		NEW YORK	NY	10003
BROOKS BROTHERS GROUP, INC.	ALLEN PREMIUM OUTLETS	820 WEST STACY ROAD	SPACE 222	ALLEN	TX	75013
BROOKS BROTHERS GROUP, INC.	AMERICANA MANHASSET	2128 NORTHERN BLVD.		MANHASSET	NY	11030
BROOKS BROTHERS GROUP, INC.	ANNAPOLIS T/C AT PAROLE	1906 TOWNE CENTRE BLVD.	SUITE 110	ANNAPOLIS	MD	21401
BROOKS BROTHERS GROUP, INC.	ASHEVILLE OUTLETS	800 BREVARD ROAD	SUITE 232	ASHEVILLE	NC	28806
BROOKS BROTHERS GROUP, INC.	AURORA FARMS P/O	549 SOUTH CHILLICOTHE RD.	SPACE 380	AURORA	OH	44202
BROOKS BROTHERS GROUP, INC.	AVALON	7110 AVALON BLVD.	SPACE 7110	ALPHARETTA	GA	30009
BROOKS BROTHERS GROUP, INC.	AVENTURA MALL	19501 BISCAYNE BLVD	SPACE 005	AVENTURA	FL	33180
BROOKS BROTHERS GROUP, INC.	BAYSHORE TOWN CENTER	5700 NORTH BAYSHORE DRIVE	SPACE E104	GLENDALE	WI	53217
BROOKS BROTHERS GROUP, INC.	BEVERLY CENTER	8500 BEVERLY CTR, SUITE 643				
BROOKS BROTHERS GROUP, INC.	BILTMORE FASHION PARK	2502 EAST CAMELBACK ROAD	SUITE 198/213	PHOENIX	AZ	85016
BROOKS BROTHERS GROUP, INC.	BILTMORE VILLAGE	1 ALL SOULS CRESCENT	SUITE 200	ASHEVILLE	NC	28803
BROOKS BROTHERS GROUP, INC.	BIRCH RUN PREMIUM OUTLETS	8925 MARKET PLACE DRIVE	F540	BIRCH RUN	MI	48415
BROOKS BROTHERS GROUP, INC.	BOSTON POST ROAD	987 BOSTON POST ROAD		DARIEN	CT	06820
BROOKS BROTHERS GROUP, INC.	BRICK MARKET II	139 SWINBURNE ROW		NEWPORT	RI	02840
BROOKS BROTHERS GROUP, INC.	CAMARILLO PREMIUM OUTLETS	900 CAMARILLO CENTER DRIVE	SUITE 1118	CAMARILLO	CA	93010
	CANAL PLACE	333 CANAL STREET	SPACE 1.21	NEW ORLEANS	LA	701301112
	CANON DRIVE	425 N CANON DRIVE		BEVERLY HILLS	CA	90210
BROOKS BROTHERS GROUP, INC.	CARLSBAD PREMIUM	5610 PASEO DEL NORTE	SUITE 110B	CARLSBAD	CA	92008

	OUTLETS					
BROOKS BROTHERS GROUP, INC.	CAROLINA PREMIUM OUTLETS	1205 OUTET CENTER DRIVE	STE 1225	SMITHFIELD	NC	27577
BROOKS BROTHERS GROUP, INC.	CHARLOTTE P/O	5506 NEW FASHION WAY	SUITE 320	CHARLOTTE	NC	28278
BROOKS BROTHERS GROUP, INC.	CHERRY CREEK SHOPPING CENTER	3000 EAST FIRST AVENUE	SPACE 231	DENVER	CO	80206-5621
	CHESTERFIELD OUTLETS	17081 N. OUTER 40 RD.	SUITE 215	CHESTERFIELD	MO	63005
BROOKS BROTHERS GROUP, INC.	CHICAGO PREMIUM OUTLETS	1650 PREMIUM OUTLET BLVD.	SUITE 949	AURORA	IL	60504
BROOKS BROTHERS GROUP, INC.	CINCINNATI PREMIUM OUTLETS	428 PREMIUM OUTLET DRIVE		MONROE	OH	45050
BROOKS BROTHERS GROUP, INC.	CITY CENTER	40 SOUTH SEVENTH STREET	SUITE 261	MINNEAPOLIS	MN	55402
	CLARKSBURG P/O	22705 CLARKSBURG RD	SUITE 500	CLARKSBURG	MD	20871
BROOKS BROTHERS GROUP, INC.	CLINTON CROSSING PREMIUM OUTLET	20-A KILLINGWORTH TPKE	SUITE 535	CLINTON	CT	06413
BROOKS BROTHERS GROUP, INC.	COLORADO MILLS	14500 W.COLFAX AVENUE	SPACE 201	LAKEWOOD	CO	80401
BROOKS BROTHERS GROUP, INC.	CONCORD MILLS	8111 CONCORD MILLS BLVD.	SUITE 305	CONCORD	NC	28027
BROOKS BROTHERS GROUP, INC.	CONNECTICUT AVENUE	1201 CONNECTICUT AVENUE N.W.		WASHINGTON	DC	20036
	CORNERS OF BROOKFIELD	20111 W BLUEMOUND RD		BROOKFIELD	WI	53045
BROOKS BROTHERS GROUP, INC.	COURT AT KING OF PRUSSIA	690 WEST DEKALB PIKE	SUITE 2038	KING OF PRUSSIA	PA	19406
BROOKS BROTHERS GROUP, INC.	CRABTREE VALLEY MALL	4325 GLENWOOD AVENUE	SUITE 2026	RALEIGH	NC	27612
BROOKS BROTHERS GROUP, INC.	CROSSINGS PREMIUM OUTLETS	1000 PREMIUM OUTLETS DR.	STE F05	TANNERSVILLE	PA	18372
BROOKS BROTHERS GROUP, INC.	DANBURY FAIR MALL	7 BACKUS AVENUE	SUITE B109	DANBURY	CT	06810
BROOKS BROTHERS GROUP, INC.	DEL AMO FASHION CENTER	21540 HAWTHORNE BLVD.	SUITE 423	TORRANCE	CA	90503
BROOKS BROTHERS GROUP, INC.	DESERT HILLS PREMIUM OUTLETS	48650 SEMINOLE DRIVE	SUITE 100	CABAZON	CA	92230
BROOKS BROTHERS GROUP, INC.	DESTINY USA	306 HIAWATHA BLVD.W-UNIT L107	10327 DESTINY USA DRIVE	SYRACUSE	NY	13204
BROOKS BROTHERS GROUP, INC.	DOLPHIN MALL	11401 NW 12TH STREET	SPACE 372	MIAMI	FL	33172
	DOWNTOWN SUMMERLIN	1955 FESTIVAL PLAZA DR	STE 140	LAS VEGAS	NV	89135
BROOKS BROTHERS GROUP, INC.	EASTVIEW MALL	306 EASTVIEW MALL	SPACE W-9	VICTOR	NY	14564
BROOKS BROTHERS GROUP, INC.	ELLENTON PREMIUM OUTLETS	5553 FACTORY SHOPS BLVD.		ELLENTON	FL	34222
	EMPIRE OUTLETS	55B RICHMOND TERRACE	SPACE 348	STATEN ISLAND	NY	10301

BROOKS BROTHERS GROUP, INC.	ESSEX OUTLET FAIR	21 ESSEX WAY	SUITE 401	ESSEX	VT	05452
BROOKS BROTHERS GROUP, INC.	ETON CHAGRIN BLVD.	28855 CHAGRIN BLVD.		WOODMERE	OH	44122
BROOKS BROTHERS GROUP, INC.	FALLS,THE	8888 SOUTHWEST 136TH ST.	SUITE 360	MIAMI	FL	33176
BROOKS BROTHERS GROUP, INC.	FASHION ISLAND	1055 NEWPORT CENTER DR-SP 1055		NEWPORT BEACH	CA	92660
BROOKS BROTHERS GROUP, INC.	FASHION MALL AT KEYSTONE	8702 KEYSTONE CROSSING	SUITE 161	INDIANAPOLIS	IN	46240
BROOKS BROTHERS GROUP, INC.	FASHION OUTLETS OF SANTA FE	8380 CERRILLOS ROAD	SPACE D-434	SANTA FE	NM	87507
BROOKS BROTHERS GROUP, INC.	FASHION OUTLETS-NIAGARA FALLS	1882 MILITARY ROAD	STE 90	NIAGARA FALLS	NY	14304
BROOKS BROTHERS GROUP, INC.	FASHION PARK AT STONY POINT	9200 STONY POINT PARKWAY	SUITE 135	RICHMOND	VA	23235
BROOKS BROTHERS GROUP, INC.	FORUM SHOPS AT CAESARS	3500 LAS VEGAS BLVD.SOUTH	SUITE #0S52	LAS VEGAS	NV	89109
BROOKS BROTHERS GROUP, INC.	FREEPORT VILLAGE STATION	ONE FREEPORT VILLAGE STATION	SUITE 340E	FREEPORT	ME	04032
BROOKS BROTHERS GROUP, INC.	GAFFNEY PREMIUM OUTLETS	700 FACTORY SHOPS BLVD.		GAFFNEY	SC	29341
BROOKS BROTHERS GROUP, INC.	GALLERIA-HOUSTON	5085 WESTHEIMER	SUITE B2540	HOUSTON	TX	77056
BROOKS BROTHERS GROUP, INC.	GARDENS OF THE PALM BEACHES	3101 PGA BLVD.	SPACE J209	PALM BEACH GARDENS	FL	33410
BROOKS BROTHERS GROUP, INC.	GARDENS ON EL PASEO	73-595 EL PASEO	SUITE B1224	PALM DESERT	CA	92260
BROOKS BROTHERS GROUP, INC.	GILROY PREMIUM OUTLETS	8300 ARROYO CIRCLE	SUITE B030	GILROY	CA	95020
BROOKS BROTHERS GROUP, INC.	GRAND PRAIRIE PREMIUM OUTLETS	2950 WEST INTERSTATE 20	SUITE 100	GRAND PRAIRIE	TX	75052
BROOKS BROTHERS GROUP, INC.	GREAT LAKES CROSSING	4076 BALDWIN ROAD		AUBURN HILLS	MI	48326
BROOKS BROTHERS GROUP, INC.	GREENWICH AVENUE	181 GREENWICH AVENUE		GREENWICH	CT	06830
BROOKS BROTHERS GROUP, INC.	GROVE AT SHREWSBURY	615 BROAD STREET	SPACE 12	SHREWSBURY	NJ	07702
BROOKS BROTHERS GROUP, INC.	GROVE CITY PREMIUM OUTLETS	1911 LEESBURG-GROVE CITY RD.	STE 255	GROVE CITY	PA	16127
BROOKS BROTHERS GROUP, INC.	HAGERSTOWN PREMIUM OUTLETS	175 PREMIUM OUTLETS BLVD.		HAGERSTOWN	MD	21740
BROOKS BROTHERS GROUP, INC.	HARBOR EAST	809 ALICEANNA ST	SPACE 103	BALTIMORE	MD	21202

BROOKS BROTHERS GROUP, INC.	HOUSTON PREMIUM OUTLETS	29300 HEMPSTEAD ROAD	SUITE 131	CYPRESS	TX	77433
BROOKS BROTHERS GROUP, INC.	HYDE PARK VILLAGE	700 S. DAKOTA AVENUE	SPACE D-4	TAMPA	FL	33606
BROOKS BROTHERS GROUP, INC.	JACKSON PREMIUM OUTLETS	537 MONMOUTH ROAD	SUITE 338	JACKSON	NJ	08527
BROOKS BROTHERS GROUP, INC.	JERSEY SHORE PREMIUM OUTLETS	1 PREMIUM OUTLET BLVD.	SPACE 401	TINTON FALLS	NJ	07753
BROOKS BROTHERS GROUP, INC.	JONATHAN CLUB	545 S. FIGUEROA STREET		LOS ANGELES	CA	90071
BROOKS BROTHERS GROUP, INC.	KENWOOD TOWNE CENTRE	7875 MONTGOMERY ROAD	SPACE 3113	CINCINNATI	OH	45236
BROOKS BROTHERS GROUP, INC.	KERCHEVAL AVENUE	11 KERCHEVAL AVENUE		GROSSE POINTE FARMS	MI	48236
BROOKS BROTHERS GROUP, INC.	LA ENCANTADA	2905 E. SKYLINE DRIVE	SUITE 275	TUCSON	AZ	85718
BROOKS BROTHERS GROUP, INC.	LAS AMERICAS PREMIUM OUTLETS	4265 CAMINO DE LA PLAZA	#224	SAN DIEGO	CA	92173
BROOKS BROTHERS GROUP, INC.	LAS VEGAS P/O-SOUTH	7400 LAS VEGAS BLVD. S	SUITE 226	LAS VEGAS	NV	89123
BROOKS BROTHERS GROUP, INC.	LAS VEGAS PREMIUM OUTLETS	905 SOUTH GRAND CENTRAL PKWY	SUITE 1701	LAS VEGAS	NV	89106
BROOKS BROTHERS GROUP, INC.	LEBANON PREMIUM OUTLETS	170 OUTLET VILLAGE BLVD.		LEBANON	TN	37090
BROOKS BROTHERS GROUP, INC.	LEE PREMIUM OUTLETS	680 PREMIUM OUTLETS BLVD.	SUITE L-680	LEE	MA	01238
BROOKS BROTHERS GROUP, INC.	LEESBURG CORNER PREMIUM OUTLETS	241 FORT EVANS ROAD, N.E.	SUITE 401	LEESBURG	VA	20176
BROOKS BROTHERS GROUP, INC.	LEGACY PLACE	950 PROVIDENCE HIGHWAY	SUITE 440	DEDHAM	MA	02026
BROOKS BROTHERS GROUP, INC.	LEGENDS AT VILLAGE WEST	1847 VILLAGE WEST PARKWAY	SUITE K-105	KANSAS CITY	KS	66111
BROOKS BROTHERS GROUP, INC.	LENOX SQUARE	3393 PEACHTREE ROAD NE	SPACE 4015C	ATLANTA	GA	30326-1109
BROOKS BROTHERS GROUP, INC.	LIBERTY VILLAGE PREMIUM OUTLET	1 CHURCH STREET	STE 75B	FLEMINGTON	NJ	08822
BROOKS BROTHERS GROUP, INC.	LIGHTHOUSE PLACE PREMIUM OUTLET	411 LIGHTHOUSE PLACE		MICHIGAN CITY	IN	46360
BROOKS BROTHERS GROUP, INC.	LOG JAM OUTLETS	1476 STATE ROUTE 9		LAKE GEORGE	NY	12845
BROOKS BROTHERS GROUP, INC.	M STREET GEORGETOWN	3077 M STREET, NW		WASHINGTON	DC	20007
BROOKS BROTHERS GROUP, INC.	MADISON AVENUE	346 MADISON AVE (44TH ST.)		NEW YORK	NY	10017

BROOKS BROTHERS GROUP, INC.	MAIN STREET-SOUTHAMPTON	48-50 MAIN STREET		SOUTHAMPTON	NY	11968
BROOKS BROTHERS GROUP, INC.	MALL AT GREEN HILLS	2177 GREEN HILLS VILLAGE DRIVE	SPACE 245	NASHVILLE	TN	37215
BROOKS BROTHERS GROUP, INC.	MALL AT MILLENIA	4200 CONROY ROAD	STE K-296	ORLANDO	FL	32839
BROOKS BROTHERS GROUP, INC.	MALL AT SHORT HILLS	1200 MORRIS TURNPIKE	SUITE B161	SHORT HILLS	NJ	07078
BROOKS BROTHERS GROUP, INC.	MALL AT UNIVERSITY TOWN CENTER	140 UNIVERSITY TOWN CENTER DRIVE	SUITE 228	SARASOTA	FL	34243
BROOKS BROTHERS GROUP, INC.	MALL OF SAN JUAN	1000 MALL OF SAN JUAN BLVD.	SPACE 219	SAN JUAN	PR	00924
BROOKS BROTHERS GROUP, INC.	MANCHESTER SQUARE	460 DEPOT STREET		MANCHESTER CENTER	VT	05255
BROOKS BROTHERS GROUP, INC.	MARKET STREET AT THE WOODLANDS	9595 SIX PINES DRIVE	UNIT 570	THE WOODLANDS	TX	77380
BROOKS BROTHERS GROUP, INC.	MERRIMACK P/O	80 PREMIUM OUTLETS BLVD.	SUITE 305	MERRIMACK	NH	03054
BROOKS BROTHERS GROUP, INC.	MILLS AT JERSEY GARDENS	651 KAPOWSKI ROAD	SUITE 1028	ELIZABETH	NJ	07201
BROOKS BROTHERS GROUP, INC.	MIROMAR OUTLETS	10801 CORKSCREW ROAD	SUITE 149	ESTERO	FL	33928
BROOKS BROTHERS GROUP, INC.	NAPA PREMIUM OUTLETS	637 FACTORY STORES DRIVE	SUITE 637	NAPA	CA	94558
BROOKS BROTHERS GROUP, INC.	NATICK MALL	1245 WORCESTER ROAD	2072	NATICK	MA	01760-1554
BROOKS BROTHERS GROUP, INC.	NEBRASKA CROSSING OUTLETS	21215 NEBRASKA CROSSING DR.	SUITE D101	GRETNA	NE	68028
BROOKS BROTHERS GROUP, INC.	NEWBURY STREET	46 NEWBURY STREET		BOSTON	MA	02116
BROOKS BROTHERS GROUP, INC.	NORTH GEORGIA PREMIUM OUTLETS	800 HIGHWAY 400 SOUTH	SUITE 270	DAWSONVILLE	GA	30534
BROOKS BROTHERS GROUP, INC.	NORTH MICHIGAN AVENUE-BB	713 NORTH MICHIGAN AVENUE		CHICAGO	IL	60611
BROOKS BROTHERS GROUP, INC.	NORTHLAKE MALL	6801 NORTHLAKE MALL DRIVE	SUITE 265	CHARLOTTE	NC	28216
BROOKS BROTHERS GROUP, INC.	NORTHSHORE MALL	210 ANDOVER ST.	SPACE X-117	PEABODY	MA	01960
BROOKS BROTHERS GROUP, INC.	OAKBROOK CENTER	212 OAKBROOK CENTER		OAK BROOK	IL	60523
BROOKS BROTHERS GROUP, INC.	ONE DOWNTOWN GREENVILLE	ONE NORTH MAIN STREET	SUITE H	GREENVILLE	SC	29601
BROOKS BROTHERS GROUP, INC.	OPRY MILLS	275 OPRY MILLS DRIVE		NASHVILLE	TN	37214
BROOKS BROTHERS GROUP, INC.	ORLANDO P/O-INT'L DRIVE	4957 INTERNATIONAL DRIVE	SUITE 1D.09	ORLANDO	FL	32819

BROOKS BROTHERS GROUP, INC.	ORLANDO PREMIUM OUTLETS	8200 VINELAND AVENUE	SUITE 420	ORLANDO	FL	32821
BROOKS BROTHERS GROUP, INC.	OSAGE BEACH PREMIUM OUTLETS	4540 OSAGE BEACH PKWY	STE J-5	OSAGE BEACH	MO	65065
BROOKS BROTHERS GROUP, INC.	OUTLET COLLECTION-SEATTLE	1101 OUTLET COLLECTION WAY	STE 1108	AUBURN	WA	98001
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES AT ATLANTA	915 RIDGEWALK PARKWAY	SUITE 290	WOODSTOCK	GA	30188
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES AT EL PASO	7051 S. DESERT BOULEVARD	SUITE #C-398	CANUTILLO	TX	79835
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES AT GETTYSBURG	1863 GETTYSBURG VILLAGE DRIVE	SPACE I-770	GETTYSBURG	PA	17325
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES AT LAREDO	1600 WATER STREET	SUITE B450	LAREDO	TX	78040
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES AT OSHKOSH	3001 S. WASHBURN	SPACE D-010	OSHKOSH	WI	54904
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES OF THE BLUEGRASS	1155 BUCK CREEK ROAD	SUITE 800	SIMPSONVILLE	KY	40067
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPPES OKLAHOMA CITY	7638 W.RENO AVENUE	SPACE E595	OKLAHOMA CITY	OK	73128
BROOKS BROTHERS GROUP, INC.	OUTLET SHOPS OF GRAND RIVER	6200 GRAND RIVER BLVD E	SUITE 692	LEEDS	AL	35094
BROOKS BROTHERS GROUP, INC.	OUTLETS AT ASSEMBLY ROW	501 ASSEMBLY ROW		SOMERVILLE	MA	02145
BROOKS BROTHERS GROUP, INC.	OUTLETS AT CASTLE ROCK	5050 FACTORY SHOPS BLVD.	SPACE 110	CASTLE ROCK	CO	80108
BROOKS BROTHERS GROUP, INC.	OUTLETS AT KITTERY	360 U.S. ROUTE 1	SUITE 3	KITTERY	ME	03904
BROOKS BROTHERS GROUP, INC.	OUTLETS AT TEJON	5701 OUTLETS AT TEJON PARKWAY	SUITE 540	ARVIN	CA	93203
BROOKS BROTHERS GROUP, INC.	OUTLETS OF DES MOINES	611 BASS PRO DRIVE NW	SUITE 805	ALTOONA	IA	50009
BROOKS BROTHERS GROUP, INC.	OUTLETS OF MAUI	900 FRONT STREET	STE I-3	LAHAINA	HI	96761
BROOKS BROTHERS GROUP, INC.	OUTLETS OF LITTLE ROCK	11201 BASS PRO PARKWAY	SUITE B-M141	LITTLE ROCK	AR	72210
BROOKS BROTHERS GROUP, INC.	OXMOOR CENTER	7900 SHELBYVILLE RD	SPACE C2	LOUISVILLE	KY	40222
BROOKS BROTHERS GROUP, INC.	PALM BEACH OUTLETS	1781 PALM BEACH LAKES BLVD.	SUITE W233	WEST PALM BEACH	FL	33401
BROOKS BROTHERS GROUP, INC.	PALMER SQUARE	17 PALMER SQUARE EAST		PRINCETON	NJ	08542
BROOKS BROTHERS GROUP, INC.	PENN'S PURCHASE	5861 YORK ROAD	STE C1-3	LAHASKA	PA	18931
BROOKS BROTHERS GROUP, INC.	PERIMETER MALL	4400 ASHFORD DUNWOODY ROAD	SPACE #1570	ATLANTA	GA	30346-1513

BROOKS BROTHERS GROUP, INC.	PETALUMA VILLAGE PREMIUM OUTLET	2200 PETALUMA BOULEVARD N.	SUITE 915	PETALUMA	CA	94952
BROOKS BROTHERS GROUP, INC.	PHILADELPHIA MILLS	1643 FRANKLIN MILLS CIRCLE		PHILADELPHIA	PA	19154
BROOKS BROTHERS GROUP, INC.	PHILADELPHIA PREMIUM OUTLETS	18 LIGHTCAP ROAD	SUITE 199	POTTSTOWN	PA	19464
BROOKS BROTHERS GROUP, INC.	PHILLIPS PLACE	6822-C PHILLIPS PLACE COURT		CHARLOTTE	NC	28210
BROOKS BROTHERS GROUP, INC.	PHOENIX P/O	4976 PREMIUM OUTLETS WAY	SUITE 400	CHANDLER	AZ	85226
BROOKS BROTHERS GROUP, INC.	PLAZA FRONTENAC	1701 S.LINDBERGH BLVD	SUITE 0007	FRONTENAC	MO	63131
BROOKS BROTHERS GROUP, INC.	PLEASANT PRAIRIE P/O	11211-120TH AVENUE	SUITE 32	PLEASANT PRAIRIE	WI	53158
BROOKS BROTHERS GROUP, INC.	POLARIS FASHION PLACE	1500 POLARIS PARKWAY	SPACE 1182	COLUMBUS	OH	43240
BROOKS BROTHERS GROUP, INC.	POTOMAC MILLS	2700 POTOMAC MILLS CIRCLE	SUITE 978	WOODBRIDGE	VA	22192
BROOKS BROTHERS GROUP, INC.	PROMENADE AT SAGEMORE	500 ROUTE 73 SOUTH	SPACE E7B	MARLTON	NJ	08053
BROOKS BROTHERS GROUP, INC.	PROMENADE SHOPS EVERGREEN WALK	401 EVERGREEN WAY	SUITE 401	SOUTH WINDSOR	CT	06074
BROOKS BROTHERS GROUP, INC.	PROMENADE SHOPS SAUCON VALLEY	2985 CENTER VALLEY PARKWAY	SUITE 212	CENTER VALLEY	PA	18034
BROOKS BROTHERS GROUP, INC.	PROVIDENCE PLACE	29 PROVIDENCE PLACE		PROVIDENCE	RI	02903
BROOKS BROTHERS GROUP, INC.	QUEENSTOWN PREMIUM OUTLETS	307 OUTLET CENTER DRIVE		QUEENSTOWN	MD	21658
BROOKS BROTHERS GROUP, INC.	RENAISSANCE AT COLONY PARK	1000 HIGHLAND COLONY PKWY	SUITE 9008	RIDGELAND	MS	39157
BROOKS BROTHERS GROUP, INC.	RIO GRANDE VALLEY O/C	5001 E. EXPRESSWAY 83	SUITE 234	MERCEDES	TX	78570
BROOKS BROTHERS GROUP, INC.	ROCKEFELLER CENTER	1270 AVE. OF THE AMERICAS	STES A & E	NEW YORK	NY	10020
BROOKS BROTHERS GROUP, INC.	ROOKERY,THE	209 S. LASALLE STREET		CHICAGO	IL	60604
BROOKS BROTHERS GROUP, INC.	ROUND ROCK PREMIUM OUTLETS	4401 N.IH 35	SUITE 777	ROUND ROCK	TX	78664
BROOKS BROTHERS GROUP, INC.	SAN FRANCISCO P/O	2610 LIVERMORE OUTLETS DR		LIVERMORE	CA	94551
BROOKS BROTHERS GROUP, INC.	SAN MARCOS PREMIUM OUTLETS	3939 INTERSTATE HWY-35 SOUTH	SUITE #125	SAN MARCOS	TX	78666
BROOKS BROTHERS GROUP, INC.	SANIBEL OUTLETS	20350 SUMMERLIN ROAD	SUITE 3140	FORT MYERS	FL	33908
BROOKS BROTHERS GROUP, INC.	SAWGRASS MILLS	12801 WEST SUNRISE BLVD.	SPACE 513	SUNRISE	FL	33323

BROOKS BROTHERS GROUP, INC.	SEATTLE PREMIUM OUTLETS	10600 QUIL CEDA BLVD.	SPACE 508	TULALIP	WA	98271
BROOKS BROTHERS GROUP, INC.	SETTLERS GREEN OUTLET VILLAGE	2 COMMON COURT	UNIT G20	NORTH CONWAY	NH	03860
BROOKS BROTHERS GROUP, INC.	SHOPS AT CHESTNUT HILL	199 BOYLSTON ST	SUITE N119	CHESTNUT HILL	MA	02467
BROOKS BROTHERS GROUP, INC.	SHOPS AT FRIENDLY CENTER	3334 W.FRIENDLY AVENUE	SUITE 110	GREENSBORO	NC	27408
BROOKS BROTHERS GROUP, INC.	SHOPS AT LACANTERA	15900 LACANTERA PARKWAY	BLDG 5, SUITE 5520	SAN ANTONIO	TX	78256
BROOKS BROTHERS GROUP, INC.	SHOPS AT RIVERSIDE	ONE RIVERSIDE SQUARE	SPACE 113	HACKENSACK	NJ	07601
BROOKS BROTHERS GROUP, INC.	SHOPS AT STONEFIELD	2055 BOND STREET	STE 110	CHARLOTTESVILLE	VA	22901
BROOKS BROTHERS GROUP, INC.	SHOPS AT WILLOW BEND	6121 WEST PARK BLVD.	SUITE D204	PLANO	TX	75093
BROOKS BROTHERS GROUP, INC.	SHOPS OF SADDLE CREEK	7509 POPLAR AVENUE	SPACE W-3	GERMANTOWN	TN	38138
BROOKS BROTHERS GROUP, INC.	SILVER SANDS FACTORY STORES	10562 EMERALD COAST PKWY WEST	SUITE 108-109	DESTIN	FL	32550
BROOKS BROTHERS GROUP, INC.	SKINNER BUILDING	1330 FIFTH AVENUE		SEATTLE	WA	98101
BROOKS BROTHERS GROUP, INC.	SMITHFIELD STREET	600 SMITHFIELD STREET		PITTSBURGH	PA	15222
BROOKS BROTHERS GROUP, INC.	SOMERSET COLLECTION	2801 W.BIG BEAVER ROAD	SPACE C129	TROY	MI	48084
BROOKS BROTHERS GROUP, INC.	SOUTHLAKE TOWN SQUARE	233 GRAND AVENUE		SOUTHLAKE	TX	76092
BROOKS BROTHERS GROUP, INC.	ST.AUGUSTINE PREMIUM OUTLETS	2700 STATE ROAD 16	SUITE 410	ST.AUGUSTINE	FL	32092
BROOKS BROTHERS GROUP, INC.	ST.JOHN'S TOWN CENTER	4812 RIVER CITY DRIVE	SUITE 137	JACKSONVILLE	FL	32246
BROOKS BROTHERS GROUP, INC.	ST.LOUIS P/O	18511 OUTLET BLVD.	STE 836	CHESTERFIELD	MO	63005
BROOKS BROTHERS GROUP, INC.	STAMFORD TOWN CENTER	100 GREYROCK PLACE	SPACE G221	STAMFORD	CT	06901
BROOKS BROTHERS GROUP, INC.	STANFORD SHOPPING CENTER	383 STANFORD SHOPPING CENTER		PALO ALTO	CA	94304
BROOKS BROTHERS GROUP, INC.	STATE STREET	75 STATE STREET		BOSTON	MA	02109
BROOKS BROTHERS GROUP, INC.	STREETS AT SOUTHPOINT	6910 FAYETTEVILLE ROAD	SPACE 1355	DURHAM	NC	27713
BROOKS BROTHERS GROUP, INC.	SUMMIT AT FRITZ FARM	104 SUMMIT AT FRITZ FARM	SUITE 110	LEXINGTON	KY	40517
BROOKS BROTHERS GROUP, INC.	TAMPA P/O	2382 GRAND CYPRESS DRIVE	SPACE 946	LUTZ	FL	33559
BROOKS BROTHERS GROUP, INC.	TANGER II O/C RIVERHEAD	805 TANGER MALL DRIVE	SUITE 805	RIVERHEAD	NY	11901
BROOKS BROTHERS GROUP, INC.	TANGER O/C 17 MYRTLE	10831 KINGS ROAD	SPACE 560	MYRTLE BEACH	SC	29572

	BEACH					
BROOKS BROTHERS GROUP, INC.	TANGER O/C 501 MYRTLE BEACH	4638 FACTORY STORES	SUITE EE240	MYRTLE BEACH	SC	29579
BROOKS BROTHERS GROUP, INC.	TANGER O/C AT THE WALK	35 NORTH MICHIGAN AVE.		ATLANTIC CITY	NJ	08401
BROOKS BROTHERS GROUP, INC.	TANGER O/C CHARLESTON	4840 TANGER OUTLET BLVD.	SUITE 906	N.CHARLESTON	SC	29418
BROOKS BROTHERS GROUP, INC.	TANGER O/C COLUMBUS	400 S WILSON ROAD	SPACE 1080	SUNBURY	OH	43074
BROOKS BROTHERS GROUP, INC.	TANGER O/C COMMERCE	800 STEVEN B. TANGER BLVD.	SUITE 404	COMMERCE	GA	30529
BROOKS BROTHERS GROUP, INC.	TANGER O/C DAYTONA	1100 CORNERSTONE BLVD.	SUITE 660	DAYTONA BEACH	FL	32117
BROOKS BROTHERS GROUP, INC.	TANGER O/C DEER PARK	1462 THE ARCHES CIRCLE	SPACE 1462	DEER PARK	NY	11729
BROOKS BROTHERS GROUP, INC.	TANGER O/C FOLEY	2601 S. MCKENZIE ST.	SUITE 480	FOLEY	AL	36535
	TANGER O/C FORT WORTH	15861 NORTH FREEWAY	SUITE 850	FORT WORTH	TX	76177
BROOKS BROTHERS GROUP, INC.	TANGER O/C FOXWOODS	455 TROLLEY LINE BLVD	SUITE 190	MASHANTUCKET	CT	06338
BROOKS BROTHERS GROUP, INC.	TANGER O/C GONZALES	2410 SOUTH TANGER BLVD	STE 370	GONZALES	LA	70737
BROOKS BROTHERS GROUP, INC.	TANGER O/C GRAND RAPIDS	350 84TH STREET SW	SUITE 820	BYRON CENTER	MI	49315
BROOKS BROTHERS GROUP, INC.	TANGER O/C HILTON HEAD	1254 FORDING ISLAND ROAD	SUITE 255	BLUFFTON	SC	29910
BROOKS BROTHERS GROUP, INC.	TANGER O/C KENSINGTON VALLEY	1475 N. BURKHART RD-STE F180		HOWELL	MI	48855
BROOKS BROTHERS GROUP, INC.	TANGER O/C LANCASTER	108 STANLEY K.TANGER BLVD.	STE 108	LANCASTER	PA	17602
BROOKS BROTHERS GROUP, INC.	TANGER O/C LOCUST GROVE	1000 TANGER DRIVE	STE 760	LOCUST GROVE	GA	30248
BROOKS BROTHERS GROUP, INC.	TANGER O/C MEBANE	4000 ARROWHEAD BLVD.	SUITE 840	MEBANE	NC	27302
BROOKS BROTHERS GROUP, INC.	TANGER O/C NATIONAL HARBOR	6800 OXON HILL RD.	STE 380	NATIONAL HARBOR	MD	20745
BROOKS BROTHERS GROUP, INC.	TANGER O/C OCEAN CITY	12741 OCEAN GATEWAY	STE 620	OCEAN CITY	MD	21842
BROOKS BROTHERS GROUP, INC.	TANGER O/C PARK CITY	6699 NORTH LANDMARK DRIVE	SUITE J160	PARK CITY	UT	84098
BROOKS BROTHERS GROUP, INC.	TANGER O/C PITTSBURGH	2200 TANGER BOULEVARD	SUITE 245	WASHINGTON	PA	15301
BROOKS BROTHERS GROUP, INC.	TANGER O/C REHOBOTH	36508 SEASIDE OUTLET DRIVE	SUITE 1100	REHOBOTH BEACH	DE	19971
BROOKS BROTHERS GROUP, INC.	TANGER O/C SAVANNAH	200 TANGER OUTLET BOULEVARD	SUITE 327	POOLER	GA	31322
BROOKS BROTHERS GROUP, INC.	TANGER O/C SEVIERVILLE	1645 PARKWAY	SUITE 1190	SEVIERVILLE	TN	37862
BROOKS BROTHERS GROUP, INC.	TANGER O/C TEXAS CITY	5885 GULF FREEWAY	STE 704	TEXAS CITY	TX	77591
BROOKS BROTHERS GROUP, INC.	TANGER O/C TILTON	120 LACONIA ROAD	SUITE 104	TILTON	NH	03276

BROOKS BROTHERS GROUP, INC.	TANGER O/C WESTGATE	6800 N. 95 AVE.	SUITE 700	GLENDALE	AZ	85305
BROOKS BROTHERS GROUP, INC.	TANGER O/C WILLIAMSBURG	501 TANGER DRIVE		WILLIAMSBURG	IA	52361
BROOKS BROTHERS GROUP, INC.	THE SUMMIT	205 SUMMIT BLVD.	SUITE 400	BIRMINGHAM	AL	35243
BROOKS BROTHERS GROUP, INC.	TOWER CITY CENTER	230 W.HURON RD.	STE 85.95	CLEVELAND	OH	44113
BROOKS BROTHERS GROUP, INC.	TOWN CENTER AT BOCA RATON	6000 GLADES RD.	SUITE 1022C	BOCA RATON	FL	33431
BROOKS BROTHERS GROUP, INC.	TOWN CENTER OF VIRGINIA BEACH	4554 BANK STREET		VIRGINIA BEACH	VA	23462
BROOKS BROTHERS GROUP, INC.	TOWN CENTER PLAZA	5220 W.119TH STREET	SUITE 2095	LEAWOOD	KS	66209
BROOKS BROTHERS GROUP, INC.	TUCSON P/O	6401 W. MARANA CENTER BLVD.	SPACE 822	TUCSON	AZ	85742
BROOKS BROTHERS GROUP, INC.	TWIN CITIES P/O	3905 EAGAN OUTLETS PARKWAY	SUITE 600	EAGAN	MN	55122
BROOKS BROTHERS GROUP, INC.	TYSONS CORNER CENTER	8009-U TYSONS CORNER CENTER	1961 CHAIN BRIDGE RD	MCLEAN	VA	22102
BROOKS BROTHERS GROUP, INC.	UNION SQUARE	240 POST STREET		SAN FRANCISCO	CA	94108
BROOKS BROTHERS GROUP, INC.	VERNON HILLS SHOPPING CENTER	696 WHITE PLAINS ROAD		SCARSDALE	NY	10583
BROOKS BROTHERS GROUP, INC.	VERO BEACH OUTLETS	1866 94TH DRIVE	SPACE C120	VERO BEACH	FL	32966
BROOKS BROTHERS GROUP, INC.	VICTORIA CENTER	205 KING STREET		CHARLESTON	SC	29401
BROOKS BROTHERS GROUP, INC.	WAIKELE CENTER	94-821 LUMIAINA ST.	SUITE 7	WAIPAHU	HI	96797
BROOKS BROTHERS GROUP, INC.	WALNUT STREET	1513 WALNUT STREET		PHILADELPHIA	PA	19102
BROOKS BROTHERS GROUP, INC.	WALT WHITMAN SHOPS	160 WALT WHITMAN ROAD	SUITE 1130	HUNTINGTON STATION	NY	11746
BROOKS BROTHERS GROUP, INC.	WATERLOO PREMIUM OUTLETS	655 STATE RTE 318	#85A	WATERLOO	NY	13165
BROOKS BROTHERS GROUP, INC.	WATERSIDE SHOPS AT PELICAN BAY	5485 TAMIAMI TRAIL NORTH	SUITE D-1	NAPLES	FL	34108
BROOKS BROTHERS GROUP, INC.	WEST COUNTY CENTER	35 WEST COUNTY CENTER	SPACE 1095	DES PERES	MO	63131
BROOKS BROTHERS GROUP, INC.	WEST VILLAGE	3636 MCKINNEY AVENUE	SUITE 100	DALLAS	TX	75204
BROOKS BROTHERS GROUP, INC.	WESTCHESTER,THE	125 WESTCHESTER AVENUE	SUITE 1120A	WHITE PLAINS	NY	10601

BROOKS BROTHERS GROUP, INC.	WESTFARMS	445 WESTFARMS MALL	SPACE B109	FARMINGTON	CT	06032
BROOKS BROTHERS GROUP, INC.	WESTFIELD OLD ORCHARD	4999 OLD ORCHARD CENTER	SUITE B40	SKOKIE	IL	60077-1423
BROOKS BROTHERS GROUP, INC.	WESTPORT MENS	136 MAIN STREET		WESTPORT	CT	06880
BROOKS BROTHERS GROUP, INC.	WESTPORT WOMENS	125 MAIN STREET		WESTPORT	CT	06880
BROOKS BROTHERS GROUP, INC.	WHEATLEY PLAZA	412 WHEATLEY PLAZA		GREENVALE	NY	11548
BROOKS BROTHERS GROUP, INC.	WILLIAMSBURG PREMIUM OUTLETS	5711-21 RICHMOND ROAD		WILLIAMSBURG	VA	23188
BROOKS BROTHERS GROUP, INC.	WISCONSIN AVENUE	5504 WISCONSIN AVENUE		CHEVY CHASE	MD	20815
BROOKS BROTHERS GROUP, INC.	WOODBURY COMMON PREMIUM OUTLET	243 RED APPLE COURT		CENTRAL VALLEY	NY	10917
BROOKS BROTHERS GROUP, INC.	WORTH AVENUE	225 WORTH AVENUE-UNIT C		PALM BEACH	FL	33480
BROOKS BROTHERS GROUP, INC.	WRENTHAM VILLAGE PREMIUM OUTLET	1 PREMIUM OUTLETS BLVD.	SUITE 300	WRENTHAM	MA	02093-0656
BROOKS BROTHERS CANADA LTD.	110 BLOOR ST./FLAGSHIP	110 BLOOR STREET WEST		TORONTO	ON	M5S 2W7
BROOKS BROTHERS CANADA LTD.	ALBERNI STREET	1026 ALBERNI STREET		VANCOUVER	BC	V6E 1A3
BROOKS BROTHERS CANADA LTD.	BAYVIEW VILLAGE	2901 BAYVIEW AVENUE	UNIT 2	TORONTO	ON	M2K 1E6
BROOKS BROTHERS CANADA LTD.	CALGARY EATON CENTRE	751 3RD STREET, SW	BOX 25	CALGARY	AB	T2P 4K8
BROOKS BROTHERS CANADA LTD.	CROSSIRON MILLS	261055 CROSSIRON BLVD.	SPACE 202	ROCKY VIEW	AB	T4A 0G3
BROOKS BROTHERS CANADA LTD.	MCARTHURGLEN DESIGNER OUTLET	1047-7899 TEMPLETON STATION ROAD	UNIT 1047	RICHMOND	BC	V7B0B7
BROOKS BROTHERS CANADA LTD.	OUTLET COLLECTION AT NIAGARA	300 TAYLOR ROAD	STE 301	NIAGARA ON THE LAKE	ON	L0S 1J0
BROOKS BROTHERS CANADA LTD.	ROYAL BANK PLAZA	200 BAY STREET	STE UR1-	TORONTO	ON	M5J 2J1

			P.0.B0X 20			
BROOKS BROTHERS CANADA LTD.	TANGER O/C OTTAWA	8555 CAMPEAU DRIVE	UNIT 300	OTTAWA	ON	K2T 0K5
BROOKS BROTHERS CANADA LTD.	TORONTO P/O	13850 STEELES AVE WEST	SUITE 712	HALTON HILLS	ON	L7G 0J1
BROOKS BROTHERS CANADA LTD.	TSAWWASSEN MILLS	5000 CANOE PASS WAY	SPACE 180	TSAWWASSEN 1STNATION	BC	V4M0B3
BROOKS BROTHERS CANADA LTD.	VAUGHAN	1 BASS PRO MILLS DRIVE	SPACE 100A	VAUGHAN	ON	L4K 5W4

Other Leased Properties:

Loan Party	**Property Location**
BROOKS BROTHERS GROUP, INC.	346 Madison Avenue New York, NY 10017 (office space; retail)
BROOKS BROTHERS GROUP, INC.	39-15 Skillman Ave. Long Island City, NY 11101 (tie factory)
BROOKS BROTHERS GROUP, INC.	53 Manning Road, Enfield CT 06082 (store fixture storage)

Owned Properties:

Loan Party	**Property Location**
BROOKS BROTHERS GROUP, INC.	100 Phoenix Avenue Enfield, CT 06082
BROOKS BROTHERS GROUP, INC.	107 Phoenix Avenue Enfield, CT 06082
BROOKS BROTHERS GROUP, INC.	523 Railroad Street, Clinton, NC 28328
BROOKS BROTHERS GROUP, INC.	120 South Church Street,

	Garland, NC 28441
GOLDEN FLEECE MANUFACTURING GROUP, LLC	25 Computer Drive Haverhill, MA 01832

Schedule 5.06 – Disclosed Matters

None.

Schedule 5.12 – Material Contracts

1. Merchant Agreement by Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance Inc.) and Bank of America, N.A. dated August 28, 2009, as amended by Amendment to Merchant Agreement by Brooks Brothers, Group, Inc. f/k/a Retail Brand Alliance, Inc. and Bank of America, N.A. dated July 21, 2011.
2. Co-Branded and Private Label Credit Card Program Agreement dated February 2, 2015 between Citibank, N.A. and Brooks Brothers Group, Inc.
3. Co-Brand Agreement effective as of June 17, 2015 between MasterCard International Incorporated and Brooks Brothers Group, Inc.
4. Gift Card Services Agreement dated February 13, 2009 between Retail Brand Alliance Gift Card Services, LLC and COMDATA Stored Valued Solutions, Inc.
5. Master Subscription and Services Agreement effective as of December 22, 2011 by and between Demandware, Inc. and Brooks Brothers Group, Inc.
6. Software License, Services and Maintenance Agreement dated November 23, 1998 between Brooks Brothers Group, Inc. (f/k/a Casual Corner Group, Inc.) and Manhattan Associates, Inc.
7. Database Management Services Agreement dated July 20, 2011 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance Inc.) and QAS Ltd (a/k/a Experian QAS).
8. Agreement of Lease dated August 9, 2007 between 346 Madison Avenue, LLC and Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.).
9. Trading Platform Services Agreement dated January 28, 2005 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.) and TradeCard, Inc. (n/k/a GTNexus) and Addendum.
10. Master Sale of Goods Agreement dated August 2, 2014 between Brooks Brothers Group, Inc. and Brooks Brothers Far East Limited.

Schedule 5.14 – Insurance

Please see attached.

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
WORKERS' COMPENSATION (Deductible)		1	2/1/2020	Property/Casualty Ins Company of Hartford	12WNJ80406	$ 502,235
LIMIT OF LIABILITY	Statutory					
EMPLOYERS LIABILITY						
Each Accident	$ 1,000,000					
Disease Policy Limit	$ 1,000,000					
Disease Each Employee	$ 1,000,000					
DEDUCTIBLE						
Per Occurrence	$ 250,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Other States Insurance	All States Except Monopolistic States And Those Listed In Item 3.A					
Additional Named Insured	Included					
Alternate Employer Endorsement	Included					
Defense Base Act Endorsement	Included					
FELA Endorsement	Included					
Foreign Coverage Endorsement	Included					
Knowledge or Occurrence	Included					
Longshoremen And Harbor Workers' Compensation Act	Included					
Notice Of Cancellation Or Non-Renewal	90 Days Except 10 Days For Non-Payment					
Notice Of Occurrence Clause	Included					
Outer Continental Shelf Land Act Endorsement	Included					
Employer's Liability - Stop Gap	PR, OH, ND, WA, WY, Canada					
Repatriation	Included					
Unintentional Failure To Disclose	Included					
Voluntary Compensation And Employers Liability Coverage	Worldwide - Refer To State Specific Endts					
Waiver Of Our Right of Recover From Others	As Required By Written Contract					
WORKERS' COMPENSATION (Retro-WI)		1	2/1/2020	Twin City Fire Insurance Company	12WBRJ80407	Included in Above
LIMIT OF LIABILITY						
STATUTORY	Included					
EMPLOYERS LIABILITY						
Each Accident	$ 1,000,000					
Disease Policy Limit	$ 1,000,000					
Disease Each Employee	$ 1,000,000					
DEDUCTIBLE						

NAMED INSURED

Brooks Brothers Group, Inc.
Golden Fleece Manufacturing Group, LLC
Retail Brand Alliance of Puerto Rico, Inc.
RBA Wholesale, LLC.
Brooks Brothers International LLC.
Deconic Group LLC
Retail Brand Alliance Gift Card Services LLC
BBD Holding 1, LLC.
BBD Holding 2, LLC.
BBDI, LLC
Golden Fleece Foundation Charity
Brooks Brothers Restaurant LLC

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Per Occurrence	$ 250,000				Retail Brand Alliance Gift Card Services LLC	
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;					BBD Holding 1, LLC.	
Additional Named Insured	Scheduled				BBD Holding 2, LLC.	
Alternate Employer Endorsement	Included				BBDI, LLC	
Defense Base Act Endorsement	Included				Golden Fleece Foundation Charity	
FELA Endorsement	Included					
Foreign Coverage Endorsement	Included					
Knowledge or Occurrence	Included					
Longshoremen's And Harbor Workers' Compensation Act	Included					
Notice Of Cancellation Or Non-Renewal	90 Days Except 10 Days For Non-Payment					
Notice Of Occurrence Clause	Included					
Outer Continental Shelf Land Act Endorsement	Included					
Repatriation	Included					
Unintentional Failure To Disclose	Included					
Voluntary Compensation And Employers Liability Coverage	Worldwide - Refer To State Specific Endts					
Waiver Of Our Right of Recover From Others	As Required By Written Contract					
GENERAL LIABILITY		1	2/1/2020	Hartford Fire Insurance Co.	12CSEJ80408	$ 69,074
LIMIT OF LIABILITY					**NAMED INSURED**	
Bodily Injury & Property Damage Each Occurrence	$ 1,000,000				Brooks Brothers Group, Inc.	
General Aggregate - PER LOC	$ 6,000,000				Golden Fleece Manufacturing Group, LLC	
Products - Completed Operations Aggregate Limit	$ 6,000,000				Golden Fleece Foundation Charity	
Total Aggregate - All Locations	$ 20,000,000				Brooks Brothers Restaurant LLC dba Brooks Brothers Red Fleece Cafe	
Personal & Advertising Injury	$ 1,000,000					
Medical Expense	$ 10,000					
Damage To Premises Rented To You Limit (Any One Premises)	$ 1,000,000					
Employee Benefits Liability - Claims Made(Each Occurrence/Aggregate)	$ 1,000,000					
Employee Benefits Liability / Retro-Active Date	2/1/2000					
DEDUCTIBLE (PER OCCURRENCE)	$ 100,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Broad Form Named Insured	Any Subsidiaries / 50% Ownership					
Additional Insured - Joint Ventures	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Additional Insured - Vendors	As Required By Written Contract					
Additional Insured - Lessor Of Leased Equipment	As Required By Written Contract					
Additional Insured - Owners, Lessee Or Contractors	As Required By Written Contract					
Additional Insured - Managers Or Lessors Of Premises	As Required By Written Contract					
Aggregate Limits Per Location - Total Aggregate All Locations	6MM/20MM					
Liquor Liability Coverage	included					
Definition Of Bodily Injury To Include Physical Injury, Sickness Or Disease Arising Out Of Mental Anguish Or Death	Included					
Expected Or Intended Injury - Property Damage Is Covered	Included					
Absolute Pollution Exclusion Except For Hostile Fire Exception	Included					
Fellow Employee Coverage	Included					
Knowledge of Occurrence	Included					
Limited Discrimination - Personal Injury/Advertising Injury	Patrons Only					
Newly Acquired Entities	180 Days					
Notice Of Cancellation Or Non-Renewal	90 Days Except 10 Days For Non-Payment					
Unintentional Failure To Disclose	Included					
Waiver Of Subrogation	As Required By Written Contract					
Exclusion - Access Of Disclosure Of Confidential Information	Included					
Absolute Lead Exclusion	Included					
Seperation of Canadian & US Coverage	Included					
Unmanned Aircraft Exclusion	Included					
COMMERCIAL AUTOMOBILE		1	2/1/2020	Hartford Fire Insurance Co.	12ABJ80409	$ 23,209

LIMIT OF LIABILITY

Liability (Including Hired & Non-Owned)	$	2,000,000
Personal Injury		Minimum - Statutory
Medical Payments	$	10,000
Uninsured/Underinsured Motorists	$	1,000,000

PHYSICAL DAMAGE (for VW Transporter only)

Comprehensive Deductible	$1,000
Collision Deductible	$1,000

NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;

NAMED INSURED

Brooks Brothers Group, Inc.
Golden Fleece Manufacturing Group, LLC
Golden Fleece Foundation Charity

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Additional Insured	As Required By Written Contract					
Broad Form Named Insured	Subsidiaries / 50% Ownership					
Commercial Automobile Broad Form Endorsement	Included					
Drive Other Car Coverage (Liability/Med/Un-UM)	Any Employee Of The Named Insured Who Is Furnished With A Company Auto And Is Not Insured Under A Personal Auto					
Broadened Personal Injury Protection - Named Individuals	Any Employee Of The Named Insured Who Is Furnished With A Company Auto And Is Not Insured Under A Personal Auto					
Employee Hired Autos	Included					
Employees As Insureds	Included					
Fellow Employee	Included					
Hired Cars Specified As Covered Autos You Own	Included					
Knowledge And Notice Of Occurrence	Included					
Lessor - Additional Insured And Loss Payee	As Required By Written Contract					
Mexico Coverage - Limited	Included					
Motor Carrier Act Of 1980 (MCS-90)	Included					
Notice Of Cancellation Or Non-Renewal	90 Days Except 10 Days For Non-Payment					
NY Optional Basic Economic Loss	$ 25,000					
Pollution Liability - Broadened Coverage For Covered Autos	Included					
Unintentional Failure To Disclose	Included					
Waiver Of Subrogation	As Required By Written Contract					
Agreed Value Physical Damage	Included					
Public or Livery Passenger Conveyance Exclusion	Included					
UMBRELLA		1	2/1/2020	Safety Merchants And Retail Tenants Umbrella Program	See Below	$ 73,606
LIMIT OF LIABILITY				Great American Insurance Co.	UMB 9999753	$25,000,000 xs Primary
Each Occurrence	$ 100,000,000			Fireman's Fund Insurance Co.	SHX 00024578437	$25M xs $25M
Annual Aggregate	$ 100,000,000			Fireman's Fund Insurance Co.	SHX 00024578437	$25M xs $50M
Products/Completed Operations Aggregate	$ 100,000,000			Ohio Casualty Insurance Co.		$25M xs $75M
Self Insured Retention	$ 10,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Exclusion - Care, Custody And Control	Included					
Exclusion - Construction Operations	Included					
Exclusion - Designated Entities	Included					
Exclusion Of Coverage For Construction Operations	Included					
Exclusion - Discrimination	Included					

NAMED INSURED

Brooks Brothers Group, Inc.
Q.C. Service Limited
Retail Brand Alliance of Puerto Rico, Inc.
Brooks Brothers Far East Limited
Sunique International Co., LTD

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Exclusion - Fungi, Mold Or Spores	Included				Brooks Brothers Europe Srl	
Exclusion - Liability Arising Out of Lead	Included				Brooks Brothers (Japan) Ltd.	
Exclusion - Named Peril And Time Element Pollution	Included				RBA Wholesale, LLC	
Exclusion - Silica Or Related Dust	Included				Brooks Brothers France SARL	
Exclusion - Professional Services	Included				Brooks Brothers UK Limited	
Abuse Or Molestation - Following Form	Included				Brooks Brothers Korea Ltd	
Assault and Battery - Following Form	Included				Brooks Brothers International LLC	
Advertising Injury - Following Form	Included				Golden Fleece Manufacturing Group, LLC	
Auto Liability - Following Form	Included				Brooks Brothers Canada Ltd	
Employee Benefit Liability - Following Form	Included				J.J. & H.B. 1788 Cashmere Mills Limited	
Foreign Liability - Following Form	Included				Deconic Group LLC	
Liquor Liability - Following Form	Included				Retail Brand Alliance Gift Card Services LLC	
Personal Injury - Following Form	Included				Brooks Brothers Ireland Limited	
Amendment Of Insuring Agreement - Known Injury Or Damage	Included				Brooks Brothers Spain Srl	
Joint Venture Limitation	Included				BBD Holding 1, LLC	
Knowledge Of Occurrence Clause	Included				BBD Holding 2, LLC	
Notice Of Occurrence Clause	Included				BBDI, LLC	
Unintentional Errors & Omissions	Included				Brooks Brothers India Private Limited.	
WC/EL Limitation	Included				Brooks Brothers Restaurant LLC	
NY Changes - Cancellation And Nonrenewal	Included				Brooks Brothers Australia PTY Limited	
Umbrella Amendatory Endorsement	Included			Brooks Brothers Switzerland SAGL		
120 Day Notice Of Cancellation	Included				Brooks Brothers Austria GmbH	
Access Or Disclosure of Confidential Or Personal Info	Included				Golden Fleece Foundation Charity	
Additional Insured Limitation	Included			Brooks Brothers Malaysia SDN BHD		
Risk Purchasing Group Member Aggregate Limit	Included				Brooks Brothers Singapore PTE LTD	
					Brooks Brothers Germany GmbH	
					Brooks Brothers Greater China Limited	
FOREIGN MASTER CONTROLLED PROGRAM - CASUALTY		1	2/1/2020	Travelers Property & Casualty Company of America	ZPP 12R89826	$ 10,515
LIMIT OF LIABILITY - GENERAL LIABILITY						
General Aggregate	$2,000,000					
Products/ Completed Operations Aggregate	$2,000,000					
Each Occurrence	$1,000,000					
Personal And Advertising Injury	$1,000,000					
Fire Damage Legal Liability	$1,000,000					
Medical Expense (Any One Person)	$50,000					
Controlled Master Program Aggregate	$4,000,000					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
DEDUCTIBLE (PER OCCURRENCE)	None					
EMPLOYEE BENEFITS LIABILITY (CLAIMS MADE)						
Each Employee Limit	$1,000,000					
Aggregate Limit	$2,000,000					
Deductible - Each Wrongful Act Or Series of Related Wrongful Acts	None					
LIMIT OF LIABILITY - Companion BUSINESS AUTOMOBILE						
Liability (Any One Accident)	$1,000,000					
Auto Medical Payment	$10,000					
Physical Damage						
Any One Loss	$2,500					
Deductible	500					
Aggregate Any One Period	25000					
FOREIGN VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY						
Bodily Injury by Accident Each Accident Limit	$1,000,000					
Bodily Injury by Disease Each Employee Limit	$1,000,000					
Bodily Injuiry by Disease Aggregate Limit	$1,000,000					
Transportation Expenses						
Transportation Expenses Each Person Limit	$1,000,000					
Transportation Expenses Aggregate	$1,000,000					
Covered Employees						
US Employees	State of hire					
Canada Employees	Provence of hire					
Permanent Residents outside the US other than Local National employees	Country of Permanent Residence					
Local National Employees while in the US (BI only)	Country of Permanent Residence					
NOTED EXCLUSIONS/ENDORSEMENTS AND/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Broad Form Vendors	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Blanket Waiver of Subrogation	Included					
Unintentionsl Omission	Included					
Lead Exclusion	Included					
Silica Exclusion	Included					
Fungi or Bacteria Exclusion	Included					
Blanket Additional Insured- Owners Managers or Lessors of Premises	Included					
Blanket Additional Insured- Lessors of Leased Equipment	Included					
Knowledge And Notice Of Occurrence	Included					
COMMERCIAL PROPERTY		1	2/1/2020	Travelers Property Casualty Co Of America	KTJCMB296T406719	$ 1,086,482

LIMIT OF LIABILITY

*Per Occurrence	$ 300,000,000	
Loss Of Rents (346 Madison Avenue, LLC)	$ 34,300,000	Incl in BI amount

NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;

Business Income	$ 130,210,196	
Ordinary Payroll	120 Days	
Extended Period of Indemnity	180 Days	
Newly Acquired Locations - 120 Days (Business Income)	$ 500,000	
Undescribed Premises (Business Income)	$ 100,000	
Dependent Property	$ 3,500,000	
Accounts Receivable	$ 10,000,000	
Boiler & Machinery (Insured's Locations Only PD & BI) (Any One Accident, Maximum)	$ 100,000,000	
Boiler & Machinery Extra Expense (Any One Accident)	$ 1,000,000	
Computer Virus	$ 100,000	
Debris Removal	25% Of The Direct Physical Loss/$1,000,000	
Outdoor Property Including Debris Removal	$ 250,000	
Ordinance Or Law - Undamaged Portion	$ 10,000,000	
Ordinance Or Law - Demolition	Included In $10M Limit	
Ordinance Or Law - Increased Cost Of Construction	Included In $10M Limit	
Earthquake: Canada (Aggregate)	$25,000,000	
except British Columbia and Quebec (Aggregate)	$5,000,000	
Earthquake: California (Aggregate)	$ 15,000,000	

NAMED INSURED

Brooks Brothers Group, Inc.

*Covered Property Including Building And Personal Property At Premises Described In The Most Recent Statement Of Values Or Other Documentation On File With The Company, Caused By Or Resulting From A Covered Cause Of Loss. Covered Cause Of Loss Means Risks Of Direct Physical Loss Unless The Loss Is Excluded In Various Sections Of The Policy.

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Earthquake: HI, AK, PR &/Or High And Moderate Hazard Counties (Aggregate)	$ 10,000,000					
Earthquake: (All Other Covered Territory Other Than Above) (Aggregate)	$ 25,000,000					
EDP Equipment And Data/Media	$ 2,500,000					
Extra Expense (PD)	$ 15,000,000					
Extra Expense - Newly Acquired Locations (120 Days)	$ 50,000					
Flood (Aggregate/Per Occurrence)	$ 25,000,000					
Flood (Zone A,B,X (Shaded) &/or Scheduled Locations) (Aggregate/Per Occurrence)	$ 2,500,000					
Fungus Clean-Up/Limited (Direct Damage/BI/EE) (Aggregate/Per Occurrence)	$ 1,000,000					
Newly Constructed Or Acquired Property (At Any One Building-120 Days)	$ 5,000,000					
Personal Property Of Officers & Employees	$ 100,000					
Service Interruption (Combined PD & TE, Including Boiler & Machinery	$ 10,000,000					
Terrorism	Included					
Covered Property In Transit	$ 5,000,000					
Covered Property At Undescribed Premises	$ 1,000,000					
Covered Property At Undescribed Premises - Business Interruption	$ 100,000					
Covered Property At Undescribed Premises - Extra Expense	$ 50,000					
Valuable Papers	$ 10,000,000					
DEDUCTIBLES (PER OCCURRENCE) EXCEPT	$ 50,000					
Business Income	48 Hours					
Service Interruption (TE/Boiler)	48 Hours					
Service Interruption (PD/Boiler)	$ 100,000					
Earthquake: CA, HI, AK, PR & High Hazard Counties	5%; $250,000 Per Occurrence & Minimum					
Earthquake: Moderate Hazard Counties	2%; $250,000 Per Occurrence & Minimum					
Earthquake: All Other	$ 50,000					
Flood (Zone A,B,X (Shaded) &/Or Scheduled Locations)	$ 250,000					
Other Flood	$ 50,000					
Wind - High Hazard Counties	5%; $500,000 Per Occ. & Minimum					
Wind - Scheduled Locations &/Or All Other	$ 100,000					
Property In Transit	$ 25,000					
VALUATION						

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Replacement Cost (Failure To Replace Amends Valuation To ACV)	Real & Personal Property					
Cost Of Raw Materials Plus Labor & Overhead	Stock In Progress					
Value Bank Plus Cost Of Copying And If Necessary, Cost To Research, Restore Or Replace Lost Information	Valuable Papers And EDP Media					
Insured's liability, Not To Exceed Replacement Cost, Insurer May Adjust Directly With The Owner Of Property	Property Of Others					
EXCESS HIGH HAZARD FLOOD (SCHEDULED LOCATIONS)		1	2/1/2020	Navigators Specialty Insurance Co.	B019HCMOBIQL7NC	$ 65,000
Building, Contents/Inventory, BI With Extra Expense - As Per Scheduled Locations	$ 2,500,000				Premium Excludes Surplus Lines Taxes	
High Hazard Flood Only					**NAMED INSURED**	
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;					Brooks Brothers Group, Inc.	
Minimum Earned Premium	25%					
Terrorism Exclusion	Included					
EXCESS CALIFORNIA EARTHQUAKE (SCHEDULED LOCATIONS)		1	2/1/2020	Certain Underwriters At Lloyd's, London	CTE004337	$ 10,000
Business Personal Property, Business Interruption, Extra Expense, Furniture & Fixtures, Inventory/Stock, Machinery & Equipment, Personal Property Of Others (Aggregate)	$ 5,000,000			* No coverage For Newly Acquired, Contingent Time Element & Unnamed Locations	Premium Excludes Surplus Lines Taxes	
California Only As Per Statement Of Values On File With Company					**NAMED INSURED**	
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;					Brooks Brothers Group, Inc.	
Minimum Premium Clause						
Additional Excluded Property Endorsement	Included					
War Exclusion	Included					
Terrorism Exclusion	Included					
OCEAN MARINE		1	2/1/2020	Travelers Property & Casualty Insurance Co	ZOC14P5542019ND	$ 104,500
GOODS INSURED					**NAMED INSURED**	
On All Goods And/Or Merchandise Consisting Principally Of Wearing Apparel, Piece Goods, Raw Materials And Shopping					Brooks Brothers Group, Inc.	
LIMIT OF LIABILITY						
Steamer	$ 20,000,000					
Barge Or Tow	$ 100,000					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Aircraft	$ 20,000,000					
Mail/Parcel Post	$ 2,000					
GEOGRAPHIC SCOPE						
At/From/To ports And/Or Places In The World Excluding Shipments By Aircraft/Mail Within/Between 48 Contiguous States (And DC) Of The USA, Canada And Excluding Those Shipments Prohibited By Law/Decree Of The USA.						
VALUATION						
Raw Materials	CIF + 10%					
Finished Goods	CIF+160%					
Shopping Bags	Invoice					
Foreign Currencies To Be Converted To U.S. Currency	Included					
AVERAGE TERMS	All Risk Of Physical Loss Or Damage From Any External Cause, Strike, Riot And Civil Commotion, War Risk					
DEDUCTIBLE						
Per Adjusted Claim	$ 25,000					
Subject To Annual Aggregate Retention Of $200,000, Thereafter A $5,000 Deductible Will Apply Per Adjusted Claim Until The Expiration Of Each Policy Year 2/1 to 2/1	Included					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Premium Adjustment Clause - Profit Sharing - 50/50/50	Included					
Concealed Damage Clause - 90 Days	Included					
Notice Of Cancellation 90 Days	Included					
Authority Clause	Included					
Bill of Lading/Seaworthiness Admitted Clause	Included					
Both to Blame Clause	Included					
Carrier Clause	Included					
Consequential Reduction In Value Clause	Included					
Constructive Total Loss Clause	Included					
Container Demurrage Charges Clause	Included					
Contingent Interest Clause	Included					
Contingency Insurance, Unpaid Vendor	Included					
Control Clause	Included					
Craft Clause	Included					
Debris Removal Clause	Included					
Delay Clause	Included					
Deliberate Damage - Customs Service Clause	Included					
Deliberate Damage Pollution Hazard	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Deviation Clause	Included					
Difference in Conditions Clause	Included					
Drop Shipments Clause	Included					
Duty Clause	Included					
Expediting Cost Clause	Included					
Explosion Clause	Included					
Extra Expense/Carrier Insolvency Clause	Included					
Fraud & Deceit Clause	Included					
Fumigation Clause	Included					
General Average Clause	Included					
Guarantee Of Collectability Clause	Included					
Inspection Of Records: Audit Clause	Included					
Conveyance Clause	Included					
Insuring conditions clause	Included					
Loading/Unloading Clause - Package/Packages Which May Be Totally Lost In Loading	Included					
Transshipment Or discharge	Included					
Inchmaree Clause	Included					
Landing, Warehousing And Forwarding Clause	Included					
Warehouse To Warehouse Clause	Included					
Paramount Warranties	Included					
Accumulation Clause - 200%	Included					
Sue & Labor Clause	Included					
Consolidation Clause	Included					
FOB/FAS Clause	Included					
Interest Clause	Included					
Interruption of Transit Of Damaged Goods Clause	Included					
Joint Loss/Overlapping Coverage Clause	Included					
Labels Clause	Included					
Machinery Clause	Included					
Non Delivery Clause	Included					
Notice of Loss/Knowledge Of Occurrence Clause	Included					
Other Insurance Clause	Included					
Pair And Sets Clause	Included					
Payment Of Loss Clause	Included					
Payment On Account Clause	Included					
Premium Adjustment Clause -10% Swing Provision	Included					
Returned Or Refused Shipments Clause	Included					
Sales Representatives Sample Endorsement	Included					
Shore Perils Clause	Included					
Shortage From containers	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
South America Clause	Included					
Unintentional Errors And Omissions Clause	Included					
Legal Construction Clause	Included					
Strikes, Riots, Civil Commotion	Included					
Reporting Form Basis	Condition To Report Quarterly Any Shipment With Values In Excess Of $6,000,000					
Insufficient Packing Clause	Included					
War Risk	Included					
EXECUTIVE RISK PACKAGE		1	8/31/2019	Federal Insurance Co.	81719919	$ 143,387
CRIME COVERAGE LIMIT OF LIABILITY					**NAMED INSURED**	
Employee Theft	$ 10,000,000				Brooks Brothers Group, Inc.	
Premises	$ 10,000,000					
In Transit	$ 10,000,000					
Forgery	$ 10,000,000					
Computer Fraud	$ 10,000,000					
Money Order/Counterfeit Fraud	$ 10,000,000					
Funds Transfer	$ 1,000,000					
Expense	$ 250,000					
Credit Card Fraud	$ 1,000,000					
Social Engineering Coverage	$ 250,000					
RETENTION						
Domestic	$ 150,000					
Foreign	$ 200,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Loss Prevention Consultant Services Endorsement	Included					
Connecticut Amendatory Endorsement To The General Terms And Conditions Section	Included					
Compliance With Applicable Trade Sanction Laws	Included					
Pension Protection Act Enhancement Endorsement	Included					
Privacy & Data Breach Exclusions Endorsement	Included					
Amend Item 3 Retention Endorsement	Included					
Amend Definition Of ERISA Plan Endorsement	Included					
Amend Expense Coverage Insuring Clause Endorsement	Included					
Amend Definition of Employee Endorsement	Included					
Amend Premises Coverage Including Clause Endorsement	Included					
Amend Definition of Executive Endorsement	Included					
Conversation to Loss Discovered Endorsement	Included					
Coverage for Independent Contractors	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Amend Proof of Loss and Legal Proceedings Endorsement	Included					
Social Engineering Fraud Coverage Endorsement	Included					
Ct Amendatory Endorsement To The Crime Coverage Section	Included					
FIDUCIARY LIMIT OF LIABILITY						
Each Claim/Aggregate	$ 15,000,000					
Voluntary Settlement Program	$ 250,000					
HIPAA	$ 250,000					
502 C Penalties	$ 250,000					
Patient Protection and Affordable Care Act	$ 250,000					
Pension Protection Act	$ 250,000					
Section 4975 IRS Prohibited Transaction	$ 250,000					
RETENTION	$ 100,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Priority Of Payments	Included					
Amend Section 20 Representations & Severability Endorsement	Included					
Fiduciary Liability Coverage Enhancements Endorsement EP Portfolio	Included					
Multi-Employer Pland Endorsement	Included					
HIPAA Civil Money Penalties Endorsement	Included					
Amend Definition Of Insured Person Endorsement	Included					
Prior Knowledge Exclusion	Included					
Connecticut Amendatory To The Fiduciary Liability Coverage Section	Included					
Additional Sponsored Plan(s) Endorsement	Included					
Amend Changes In Exposure Acquisition/Creation Of Another Organization Endorsement	Included					
Notice To Purchasers Of Employment Practices Liability Coverage Or Fiduciary Liability Coverage	Included					
SPECIAL COVERAGE		3	8/31/2019	Federal Insurance Co.	82089501	$ 17,215

LIMIT OF LIABILITY		NAMED INSURED
Special Coverage	$ 15,000,000	Brooks Brothers Group, Inc.
Custody Coverage	$ 10,000,000	
Expense Coverage	$ 15,000,000	

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Sublimit For Recall Expenses	$ 250,000					
Sublimit For Rest And Rehabilitation Expenses	$ 50,000					
Emergency Political Repatriation Expense Coverage Endorsement	$ 1,000,000					
Threat Response Expense Coverage Endorsement	$ 500,000					
Corporate Child Abduction Endorsement	$ 500,000					
Stalking Threat Coverage	$ 1,000,000					
Express Kidnap Endorsement	$ 250,000					
Business Interruption Coverage	$ 5,000,000					
ACCIDENTAL LOSS LIMIT						
Loss Of Life Benefit Amount	$ 1,000,000					
Event Benefit Amount	$ 1,250,000					
Mutilation (Percentage Of Loss Of Life Benefit Amount)	25%					
Accidental Loss Other Than Mutilation Or Loss Of Life (Percentage Of Loss Of Life Benefit Amount)	50%					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Notice of Claim - Email Address	Included					
Def of Employee - Add Students And Interns	Included					
Beneficiary- Add Domestic Partners	Included					
Changes In Exposure - 15%	Included					
Other Insurance - Make Primary	Included					
Def Of Expenses	Included					
Amend Definition Of Expenses Endorsement – 60 days	Included					
Consultant Fees Endorsement	Included					
K & R Notice	Included					
Amend Item 2(C) Of The Declarations Endorsement	Included					
Amend Definition Of Insured Person Endorsement	Included					
Business Income Coverage Endorsement- $5M	Included					
Threat Response Expense Coverage Endorsement	Included					
Stalking Threat Coverage	Included					
Amend Definition Of Expenses Endorsement – 60 days	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
PRIVACY & NETWORK LIABILITY/CYBER		1	6/1/2019	Lloyds of London (Beazley)	W1B97D180301	$ 224,860
LIMIT OF LIABILITY						**NAMED INSURED**
Data & Network Liability	$ 10,000,000					
Payments Cards Liabilities & Costs	$ 10,000,000					
Regulatory Defense and Penalties	$ 10,000,000					
PCI Fines, Expenses & Costs	$ 10,000,000					
Notified Individuals in aggregate	$ 2,000,000					
Fraudulent Instruction	$ 250,000					
Funds Transfer Fraud	$ 250,000					
Telephone Fraud	$ 250,000					
Criminal Reward Coverage- $250k	$ 50,000					
OUTSIDE THE LIMITS						
Legal Services	$ 2,500,000					
Forensic	$ 2,500,000					
Public Relations	$ 2,500,000					
Crisis Management Expense	$ 2,500,000					
FIRST PARTY COMPUTER SECURITY COVERAGE						
Cyber Extortion Loss	$ 10,000,000					
Date Recovery Loss	$ 10,000,000					
Business Interruption Loss	$ 10,000,000					
Forensic Expense	$ 2,500,000					
Dependent Business Interruption	$ 10,000,000					
RETENTION	$ 100,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Amend Definition of Subsidiary	Included					
Consequential Reputational Loss	Included					
Option Extension Period and Premium	Included					
Amend Definition of Control Group	Included					
Post Breach Remedial Services Endorsement	Included					
Amend Notice of Claim or Loss	Included					
Amend Data Recovery Costs	Included					
GDPR Cyber Endorsement	Included					
Asbestos, Pollution and Contamination Exclusion Endorsement	Included					
Cap on Losses Arisin out of Certified Acts of Terrorism	Included					
Nuclear Incident Exclusion Clause-Liability	Included					

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Policyholder Disclosure Notice of Terrorism Insurance Coverage	Included					
Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A)	Included					
Sanction Limitation and Exclusion Clause	Included					
Choice of Law and Service of Suit- New York	Included					
War and Civil War Exclusion	Included					
GROUP TRAVEL ACCIDENT		3	2/1/2022	Federal Insurance Co./Chubb	99079401	$ 15,898
LIMIT OF LIABILITY						
Class 1 - All Active Full Time Employees Of The Policyholder, Its Subsidiaries, Affiliates, Companies And Divisions	5x Salary Subject To Minimum $100,000 & Maximum $1,000,000					3 Year Pre-Paid
Class 2 - All Active Part Time Employees Of The Policyholder, Its Subsidiaries, Affiliates, Companies And Divisions	$ 50,000					
Class 3 - Spouse Of Primary Insured Person	$ 25,000					
Class 4 - Dependent Children Of Primary Insured Person	$ 10,000					
HAZARDS						
Class 1 - 24 Hour Business Travel, Extraordinary Commutation, Felonious Assault, Bomb	Included					
Class 2 - 24 Hour Business Travel, Extraordinary Commutation, Felonious Assault, Bomb	Included					
Class 3 - Business Travel Family	Included					
Class 4 - Business Travel Family	Included					
AGGREGATE LIMIT OF INSURANCE						
Aggregate (On Premises)	$ 10,000,000					
Per Aircraft Accident	$ 10,000,000					
NOTED EXCLUSIONS/ENDORSEMENTS &/OR ENHANCEMENTS INCLUDED BUT NOT LIMITED TO THE FOLLOWING;						
Territory	Worldwide					
Accidental Ingestion Of A Controlled Substance	$100 Per Day Maximum $3,000 Per Year					
Ambulance Benefit	As Allowed By State Of Connecticut					
Coma	Included - Refer To Policy					
Day Care/Child Care Expenses Benefit	Benefit Amount 5% Principal Sum Up To Maximum $5,000 Annually For Each Year Of Enrollment In Daycare					

NAMED INSURED

Brooks Brothers Group Inc and It's Subsidiaries

Brooks Brothers Group, Inc.

INSURANCE SCHEDULE

As of February 1, 2019

COVERAGE	AMOUNT OR LIMIT	TERM	EXPIRES	COMPANY	POLICY NUMBER	PREMIUM
Education Expense Benefit (Dependents/Children)	Benefit Amount 5% Principal Sum Up To Maximum $5,000 Annually For Each Eligible Child With A Maximum Of $50,000					
Employment Training Expense (Spouse Or Domestic Partner)	10% Of Principal Sum Up To Maximum Of $50,000					
Home Alteration Or Vehicle Modification	10% To A Maximum Of $50,000					
Medical Emergency Evacuation And Repatriation	Unlimited					
Medical Admission Guarantee	$ 5,000					
Family Travel Expense	$100 Per Day/Maximum # Days 5					
Psychological Therapy Expense	5% To A Maximum Of $25,000					
Rehabilitation Expense	5% To A Maximum Of $25,000					
Seat Belt & Occupant Protection Device	10% To A Maximum Of $50,000					
Severe Burn	Included					
Ambulance Benefit	Included					
Accidental Ingestion Of A Controlled Substance	Included					
Leased Aircraft	Included					
Loss Of Use	Per Schedule					
Out Of Country Medical Expense Benefit Rider (Trip Of Less Than 180 Days And While On Business Of Policyholder - Medically Necessary)	Included Within The Policy Form					
Out Of Country Medical Expense Benefit Rider - Exclusions	Refer To Policy					
War Risk	Excluded					

Schedule 5.15 – Subsidiaries and Joint Ventures

(a) & (c) Subsidiaries and Joint Ventures of Brooks Brothers Group, Inc.

* Entities designated with an asterisk are joint ventures.

	Name of Subsidiary	Jurisdiction of Formation	Ownership
1.	Brooks Brothers Group, Inc.	Delaware corporation	Approx. 63% owned by CDV 2015 Annuity Trust Approx. 13% owned by Del Vecchio Family Trust Approx. 7% owned by Delfin S.a.r.l Approx. 5% owned by DV Family LLC Approx. 9% owned by Castle Apparel Limited Approx. 3% Treasury Shares
2.	Deconic Group, LLC	Delaware limited liability company	100% owned by Brooks Brothers Group, Inc.
3.	Retail Brand Alliance of Puerto Rico, Inc.	Delaware corporation	100% owned by Brooks Brothers Group, Inc.
4.	Brooks Brothers Europe SRL	Italian company	100% owned by Brooks Brothers Group, Inc.
5.	RBA Wholesale, LLC	Delaware limited liability company	100% owned by Brooks Brothers Group, Inc.
6.	Brooks Brothers International, LLC	Delaware limited liability company	100% owned by Brooks Brothers Group, Inc.
7.	Brooks Brothers (Japan) Ltd.*	Japanese company	60% owned by Brooks Brothers Group, Inc.
8.	Brooks Brothers Far East Limited*	Hong Kong company	499 shares owned by Brooks Brothers Group, Inc.
9.	Q.C. Service Limited	Cook Island company	100% owned by Brooks Brothers Group, Inc.
10.	Brooks Brothers Germany GmbH	German Company	100% owned by Brooks Brothers Europe s.r.l.
11.	Golden Fleece Manufacturing Group, LLC	Delaware limited liability company	100% owned by Brooks Brothers Group, Inc.
12.	Brooks Brothers Restaurant, LLC	Delaware limited liability company	100% owned by Brooks Brothers Group, Inc.
13.	Retail Brand Alliance Gift Card Services, LLC	Virginia limited liability company	100% owned by Brooks Brothers Group, Inc.
14.	Brooks Brothers Spain SRL	Spanish company	100% owned by Brooks Brothers Europe SRL
15.	Brooks Brothers	French company	100% owned by Brooks Brothers Europe SRL

	France SARL		
16.	Brooks Brothers Switzerland SAGL	Swiss company	100% owned by Brooks Brothers Europe SRL
17.	Brooks Brothers Ireland Limited	Irish company	100% owned by Brooks Brothers International, LLC
18.	Brooks Brothers UK Limited	United Kingdom company	100% owned by Brooks Brothers International, LLC
19.	Brooks Brothers Australia Pty Limited	Australian company	100% owned by Brooks Brothers International, LLC
20.	BBD Holding 1, LLC	Delaware limited liability company	100% owned by Brooks Brothers International, LLC
21.	BBD Holding 2, LLC	Delaware limited liability company	100% owned by Brooks Brothers International, LLC
22.	BBDI, LLC	Delaware limited liability company	50% owned by BBD Holding 1, LLC; 50% owned by BBD Holding 2, LLC
23.	Brooks Brothers India Private Limited*	Indian company	51% owned by BBDI, LLC
24.	Brooks Brothers Korea Ltd.*	Korean company	100% owned by Brooks Brothers (Japan) Ltd.
25.	Brooks Brothers Austria GmbH	Austrian company	100% owned by Brooks Brothers Europe s.r.l.
26.	Brooks Brothers Greater China Limited*	Hong Kong company	50% owned by Brooks Brothers International, LLC
27.	Brooks Brothers Singapore Pte. Ltd	Singapore company	100% owned by Brooks Brothers Far East Limited
28.	Brooks Brothers Malaysia Sdn. Bhd.	Malaysia company	4,999,999 shares owned by Brooks Brothers Far East Limited
29.	Brooks Brothers Hong Kong Limited*	Hong Kong company	100% owned by Brooks Brothers Greater China Limited
30.	Brooks Brothers (Macau) Limited*	Macau company	99.9% owned by Brooks Brothers Greater China Limited .1% owned by Brooks Brothers Hong Kong Limited
31.	Brooks Brothers (Shanghai) Commercial Co., Ltd	Chinese company	100% owned by Brooks Brothers Greater China Limited
32.	Brooks Brothers Canada Ltd.	Ontario corporation	100% owned by Brooks Brothers International, LLC
33.	Golden Fleece Foundation Charity	501(c) organization	Controlled by Brooks Brothers Group, Inc.

(b) Authorized Equity Interests of each Loan Party

	Name of Loan Party	**Holder of Equity Interests of**

		Loan Party
1.	Brooks Brothers Group, Inc.	Authorized: 2,500,000 of common stock and 1,000 shares of preferred stock. Issued and outstanding: 1,533,538.43 shares of Class A common stock and 148,025 shares of Class B common stock. CDV 2015 Annuity Trust – 109,6107.43 shares of Class A common stock representing an approximate 63% equity interest. Del Vecchio Family Trust – 232,051.00 shares of Class A common stock issued, representing an approximate 13% equity interest. Delfin S.a.r.l – 115,380 shares of Class A common stock issued, representing an approximate 7% equity interest. DV Family LLC – 90,000 shares of Class A common stock issued, representing an approximate 5% equity interest. Treasury Shares – 51,290.57 shares of Class A common stock, representing an approximate 2.97% equity interest. Castle Apparel Limited – 148,025 shares of Class B common stock, representing an approximate 9% equity interest.
2.	RBA Wholesale, LLC	Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.) – 100% Membership Interest
3.	Golden Fleece Manufacturing Group, LLC	Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.)– 100% Membership Interest
4.	Retail Brand Alliance of Puerto Rico, Inc.	Authorized: 1,000 of common stock Issued and outstanding: 100 shares of common stock.

		Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.) – 100 shares of common stock, representing a 100% equity interest
5.	Brooks Brothers International, LLC	Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.) – 100% Membership Interest
6.	Retail Brand Alliance Gift Card Services, LLC	Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.) – 100% Membership Interest
7.	Brooks Brothers Canada Ltd.	Brooks Brothers International, LLC - 100% equity interest

Schedule 5.19(a) – Credit Card Issuers and Credit Card Processors

1. Merchant Agreement by Brooks Brothers Group, Inc. f/k/a Retail Brand Alliance Inc. and Bank of America, N.A. dated August 28, 2009, as amended by Amendment to Merchant Agreement by Brooks Brothers, Group, Inc. f/k/a Retail Brand Alliance, Inc. and Bank of America, N.A. dated July 21, 2011.
2. Co-Branded and Private Label Credit Card Program Agreement dated February 2, 2015 between Citibank, N.A. and Brooks Brothers Group, Inc.
3. Co-Brand Agreement effective as of June 17, 2015 between MasterCard International Incorporated and Brooks Brothers Group, Inc.
4. Agreement for American Express Card Acceptance effective as of January 1, 1993 between American Express Travel Related Services Company, Inc. and Brooks Brothers Group, Inc., as amended by Amendment to American Express Card, Service Agreement for Retail Establishments between American Express Travel Related Services Company, Inc. and Brooks Brothers Group, Inc. effective as of January 1, 1993, as supplemented by the Supplement to the American Express Card Acceptance Agreement between American Express Travel Related Services Company, Inc. and Brooks Brothers Group, Inc., effective October 1, 2001, as supplemented by the Privacy Supplement between American Express Travel Related Services Company, Inc. and Brooks Brothers Group, Inc., dated February 21, 2008.
5. Merchant Services Agreement by and between DFS Services LLC and Brooks Brothers Group, Inc. effective November 1, 2009 and Addendum to the Merchant Services Agreement between DFS Services LLC and Brooks Brothers Group, Inc.
6. Moneris MasterCard National Account Merchant Agreement dated April 16, 2009 among Brooks Brothers Canada Ltd., Brooks Brothers Group, Inc., Moneris Solutions Corporation and Bank of Montreal.

Schedule 5.19(b) – DDAs

*DDAs designated with an asterisk qualify as "Excluded Accounts"

Retail Store Accounts
(† designates multi-store deposit accounts)

Loan Party: Brooks Brothers Group, Inc.

Store State	Store #	Bank Name	Bank Main Account #
FLORIDA	6667	Bank of America	xxxx1022*†
FLORIDA	6680	Bank of America	xxxx1022*†
WASHINGTON	6019	Bank of America	xxxx80040*†
MISSOURI	6144	Bank of America	xxxx80040*†
MISSOURI	6206	Bank of America	xxxx80040*†
WASHINGTON	6737	Bank of America	xxxx80040*†
MISSOURI	6760	Bank of America	xxxx80040*†
MISSOURI	6767	Bank of America	xxxx80040*†
TEXAS	6604	Frost National Bank	xxxx7821*†
ARIZONA	6100	Wells Fargo Bank	xxxx1428*†
CONNECTICUT	6128	Wells Fargo Bank	xxxx1428*†
TEXAS	6168	Wells Fargo Bank	xxxx1428*†
S. CAROLINA	6183	Wells Fargo Bank	xxxx1428*†
CALIFORNIA	6609	Wells Fargo Bank	xxxx1428*†
CALIFORNIA	6617	Wells Fargo Bank	xxxx1428*†
NEW MEXICO	6618	Wells Fargo Bank	xxxx1428*†
COLORADO	6626	Wells Fargo Bank	xxxx1428*†
CALIFORNIA	6672	Wells Fargo Bank	xxxx1428*†
TEXAS	6693	Wells Fargo Bank	xxxx1428*†
FLORIDA	6720	Wells Fargo Bank	xxxx1428*†
NEVADA	6734	Wells Fargo Bank	xxxx1428*†
MARYLAND	6031	Bank of America	xxxx3605*†
GEORGIA	6126	Bank of America	xxxx3605*†
VIRGINIA	6140	Bank of America	xxxx3605*†
TEXAS	6160	Bank of America	xxxx3605*†
NORTH CAROLINA	6181	Bank of America	xxxx3605*†
VIRGINIA	6651	Bank of America	xxxx3605*†
S. CAROLINA	6658	Bank of America	xxxx3605*†
S. CAROLINA	6698	Bank of America	xxxx3605*†
S. CAROLINA	6701	Bank of America	xxxx3605*†
TEXAS	6724	Bank of America	xxxx3605*†
TENNESSEE	6736	Bank of America	xxxx3605*†

TEXAS	6075	Regions Bank	xxxx7939*†
ALABAMA	6098	Regions Bank	xxxx7939*†
MISSISSIPPI	6133	Regions Bank	xxxx7939*†
FLORIDA	6628	Regions Bank	xxxx7939*†
ALABAMA	6632	Regions Bank	xxxx7939*†
TENNESSEE	6655	Regions Bank	xxxx7939*†
ALABAMA	6712	Regions Bank	xxxx7939*†
TEXAS	6744	Regions Bank	xxxx7939*†
LOUISIANA	6754	Regions Bank	xxxx7939*†
ARIZONA	6051	Bank of America	xxxx1175*†
CALIFORNIA	6123	Bank of America	xxxx1175*†
CALIFORNIA	6127	Bank of America	xxxx1175*†
VIRGINIA	6184	Bank of America	xxxx1175*†
NEVADA	6212	Bank of America	xxxx1175*†
CALIFORNIA	6213	Bank of America	xxxx1175*†
CALIFORNIA	6639	Bank of America	xxxx1175*†
CALIFORNIA	6675	Bank of America	xxxx1175*†
TEXAS	6702	Bank of America	xxxx1175*†
CALIFORNIA	6704	Bank of America	xxxx1175*†
TEXAS	6711	Bank of America	xxxx1175*†
CALIFORNIA	6726	Bank of America	xxxx1175*†
NEVADA	6752	Bank of America	xxxx1175*†
ARIZONA	6759	Bank of America	xxxx1175*†
MASSACHUSETTS	6004	Bank of America	xxxx4296*†
MASSACHUSETTS	6025	Bank of America	xxxx4296*†
MICHIGAN	6034	Bank of America	xxxx4296*†
NEW JERSEY	6050	Bank of America	xxxx4296*†
MASSACHUSETTS	6070	Bank of America	xxxx4296*†
NEW JERSEY	6176	Bank of America	xxxx4296*†
NEW JERSEY	6630	Bank of America	xxxx4296*†
NEW JERSEY	6728	Bank of America	xxxx4296*†
MASSACHUSETTS	6757	Bank of America	xxxx4296*†
DISTRICT of COLUMBIA	6009	SunTrust Bank	xxxx9309*†
FLORIDA	6053	SunTrust Bank	xxxx9309*†
TENNESSEE	6059	SunTrust Bank	xxxx9309*†
FLORIDA	6078	SunTrust Bank	xxxx9309*†
FLORIDA	6084	SunTrust Bank	xxxx9309*†
MARYLAND	6095	SunTrust Bank	xxxx9309*†
NORTH CAROLINA	6119	SunTrust Bank	xxxx9309*†
FLORIDA	6159	SunTrust Bank	xxxx9309*†
FLORIDA	6174	SunTrust Bank	xxxx9309*†
FLORIDA	6191	SunTrust Bank	xxxx9309*†

VIRGINIA	6605	SunTrust Bank	xxxx9309*†
VIRGINIA	6659	SunTrust Bank	xxxx9309*†
FLORIDA	6661	SunTrust Bank	xxxx9309*†
FLORIDA	6679	SunTrust Bank	xxxx9309*†
FLORIDA	6694	SunTrust Bank	xxxx9309*†
GEORGIA	6743	SunTrust Bank	xxxx9309*†
FLORIDA	6761	SunTrust Bank	xxxx9309*†
GEORGIA	6773	SunTrust Bank	xxxx9309*†
NORTH CAROLINA	6774	SunTrust Bank	xxxx9309*†
GEORGIA	6021	Bank of America	xxxx8553*†
CONNECTICUT	6032	Bank of America	xxxx8553*†
CONNECTICUT	6044	Bank of America	xxxx8553*†
NEW JERSEY	6063	Bank of America	xxxx8553*†
CONNECTICUT	6086	Bank of America	xxxx8553*†
NEW YORK	6136	Bank of America	xxxx8553*†
CONNECTICUT	6143	Bank of America	xxxx8553*†
FLORIDA	6169	Bank of America	xxxx8553*†
FLORIDA	6195	Bank of America	xxxx8553*†
NEW YORK	6608	Bank of America	xxxx8553*†
CONNECTICUT	6644	Bank of America	xxxx8553*†
NEW YORK	6647	Bank of America	xxxx8553*†
MARYLAND	6657	Bank of America	xxxx8553*†
PENNSYLVANIA	6738	Bank of America	xxxx8553*†
MARYLAND	6762	Bank of America	xxxx8553*†
COLORADO	6037	Key Bank	xxxx5984*†
MAINE	6602	Key Bank	xxxx5984*†
VERMONT	6649	Key Bank	xxxx5984*†
NEW YORK	6696	Key Bank	xxxx5984*†
MAINE	6703	Key Bank	xxxx5984*†
NEW YORK	6719	Key Bank	xxxx5984*†
NORTH CAROLINA	6167	Fifth Third	xxxx8575*†
GEORGIA	6197	Fifth Third	xxxx8575*†
INDIANA	6623	Fifth Third	xxxx8575*†
OHIO	6708	Fifth Third	xxxx8575*†
MICHIGAN	6779	Fifth Third	xxxx8575*†
PENNSYLVANIA	6013	Wachovia / Wells Fargo	xxxx8552*†
PENNSYLVANIA	6026	Wachovia / Wells Fargo	xxxx8552*†
NEW JERSEY	6027	Wachovia / Wells Fargo	xxxx8552*†
VIRGINIA	6030	Wachovia / Wells Fargo	xxxx8552*†
FLORIDA	6052	Wachovia / Wells Fargo	xxxx8552*†
NORTH CAROLINA	6065	Wachovia / Wells Fargo	xxxx8552*†
NORTH CAROLINA	6081	Wachovia / Wells Fargo	xxxx8552*†
VIRGINIA	6106	Wachovia / Wells Fargo	xxxx8552*†

NEVADA	6153	Wachovia / Wells Fargo	xxxx8552*†
CALIFORNIA	6208	Wachovia / Wells Fargo	xxxx8552*†
TEXAS	6613	Wachovia / Wells Fargo	xxxx8552*†
PENNSYLVANIA	6615	Wachovia / Wells Fargo	xxxx8552*†
FLORIDA	6640	Wachovia / Wells Fargo	xxxx8552*†
PENNSYLVANIA	6642	Wachovia / Wells Fargo	xxxx8552*†
S. CAROLINA	6654	Wachovia / Wells Fargo	xxxx8552*†
NEW JERSEY	6660	Wachovia / Wells Fargo	xxxx8552*†
NORTH CAROLINA	6676	Wachovia / Wells Fargo	xxxx8552*†
NEW JERSEY	6677	Wachovia / Wells Fargo	xxxx8552*†
NEW JERSEY	6681	Wachovia / Wells Fargo	xxxx8552*†
TEXAS	6684	Wachovia / Wells Fargo	xxxx8552*†
CALIFORNIA	6710	Wachovia / Wells Fargo	xxxx8552*†
NORTH CAROLINA	6714	Wachovia / Wells Fargo	xxxx8552*†
UTAH	6746	Wachovia / Wells Fargo	xxxx8552*†
ARIZONA	6749	Wachovia / Wells Fargo	xxxx8552*†
KENTUCKY	6764	Wachovia / Wells Fargo	xxxx8552*†
WASHINGTON	6771	Wachovia / Wells Fargo	xxxx8552*†
CALIFORNIA	6776	Wachovia / Wells Fargo	xxxx8552*†
NORTH CAROLINA	6781	Wachovia / Wells Fargo	xxxx8552*†
TEXAS	6782	Wachovia / Wells Fargo	xxxx8552*†
MARYLAND	6783	Wachovia / Wells Fargo	xxxx8552*†
FLORIDA	6790	Wachovia / Wells Fargo	xxxx8552*†
PENNSYLVANIA	6016	PNC Bank	xxxx6516*†
OHIO	6038	PNC Bank	xxxx6516*†
NEW JERSEY	6049	PNC Bank	xxxx6516*†
NEW JERSEY	6088	PNC Bank	xxxx6516*†
NEW JERSEY	6097	PNC Bank	xxxx6516*†
DISTRICT OF COLUMBIA	6104	PNC Bank	xxxx6516*†
KENTUCKY	6200	PNC Bank	xxxx6516*†
MARYLAND	6203	PNC Bank	xxxx6516*†
KENTUCKY	6207	PNC Bank	xxxx6516*†
PENNSYLVANIA	6635	PNC Bank	xxxx6516*†
MICHIGAN	6637	PNC Bank	xxxx6516*†
MICHIGAN	6665	PNC Bank	xxxx6516*†
PENNSYLVANIA	6715	PNC Bank	xxxx6516*†
DELAWARE	6722	PNC Bank	xxxx6516*†
PENNSYLVANIA	6740	PNC Bank	xxxx6516*†
MARYLAND	6768	PNC Bank	xxxx6516*†
OHIO	6780	PNC Bank	xxxx6516*†
NEW JERSEY	6785	PNC Bank	xxxx6516*†
ILLINOIS	6003	US Bank	xxxx9376*†

WISCONSIN	6022	US Bank	xxxx9376*†
KANSAS	6118	US Bank	xxxx9376*†
MINNESOTA	6120	US Bank	xxxx9376*†
OHIO	6166	US Bank	xxxx9376*†
KANSAS	6612	US Bank	xxxx9376*†
WISCONSIN	6716	US Bank	xxxx9376*†
COLORADO	6729	US Bank	xxxx9376*†
MINNESOTA	6770	US Bank	xxxx9376*†
ARKANSAS	6775	US Bank	xxxx9376*†
RHODE ISLAND	6042	Santander (Sovereign) Bank	xxxx5338*†
MASSACHUSETTS	6056	Santander (Sovereign) Bank	xxxx5338*†
CONNECTICUT	6145	Santander (Sovereign) Bank	xxxx5338*†
MASSACHUSETTS	6178	Santander (Sovereign) Bank	xxxx5338*†
NEW HAMPSHIRE	6718	Santander (Sovereign) Bank	xxxx5338*†
NEW YORK	6001	JP Morgan Chase	xxxx8582*†
NEW YORK	6010	JP Morgan Chase	xxxx8582*†
TEXAS	6020	JP Morgan Chase	xxxx8582*†
LOUISIANA	6024	JP Morgan Chase	xxxx8582*†
FLORIDA	6028	JP Morgan Chase	xxxx8582*†
INDIANA	6033	JP Morgan Chase	xxxx8582*†
NEW YORK	6036	JP Morgan Chase	xxxx8582*†
ILLINOIS	6039	JP Morgan Chase	xxxx8582*†
ILLINOIS	6054	JP Morgan Chase	xxxx8582*†
ILLINOIS	6069	JP Morgan Chase	xxxx8582*†
NEW YORK	6071	JP Morgan Chase	xxxx8582*†
CONNECTICUT	6073	JP Morgan Chase	xxxx8582*†
NEW YORK	6090	JP Morgan Chase	xxxx8582*†
TEXAS	6105	JP Morgan Chase	xxxx8582*†
NEW YORK	6108	JP Morgan Chase	xxxx8582*†
CONNECTICUT	6130	JP Morgan Chase	xxxx8582*†
OHIO	6141	JP Morgan Chase	xxxx8582*†
TEXAS	6158	JP Morgan Chase	xxxx8582*†
NEW YORK	6161	JP Morgan Chase	xxxx8582*†
NEW YORK	6164	JP Morgan Chase	xxxx8582*†
CALIFORNIA	6165	JP Morgan Chase	xxxx8582*†
NEW YORK	6171	JP Morgan Chase	xxxx8582*†
NEW YORK	6179	JP Morgan Chase	xxxx8582*†
CALIFORNIA	6187	JP Morgan Chase	xxxx8582*†
CALIFORNIA	6190	JP Morgan Chase	xxxx8582*†
CALIFORNIA	6204	JP Morgan Chase	xxxx8582*†
NEW YORK	6209	JP Morgan Chase	xxxx8582*†
NEW YORK	6610	JP Morgan Chase	xxxx8582*†
WISCONSIN	6616	JP Morgan Chase	xxxx8582*†

MICHIGAN	6629	JP Morgan Chase	xxxx8582*†
NEW YORK	6717	JP Morgan Chase	xxxx8582*†
ILLINOIS	6733	JP Morgan Chase	xxxx8582*†
MICHIGAN	6750	JP Morgan Chase	xxxx8582*†
FLORIDA	6765	JP Morgan Chase	xxxx8582*†
ARIZONA	6787	JP Morgan Chase	xxxx8582*†
TEXAS	6791	JP Morgan Chase	xxxx8582*†
NEW YORK	6792	JP Morgan Chase	xxxx8582*†
PENNSYLVANIA	6006	Citizens Bank	xxxx4770*†
OHIO	6111	Citizens Bank	xxxx4770*†
MASSACHUSETTS	6112	Citizens Bank	xxxx4770*†
RHODE ISLAND	6137	Citizens Bank	xxxx4770*†
NEW YORK	6188	Citizens Bank	xxxx4770*†
PENNSYLVANIA	6662	Citizens Bank	xxxx4770*†
PENNSYLVANIA	6697	Citizens Bank	xxxx4770*†
NORTH CAROLINA	6152	BB&T	xxxx0401*†
S. CAROLINA	6154	BB&T	xxxx0401*†
S. CAROLINA	6625	BB&T	xxxx0401*†
FLORIDA	6747	BB&T	xxxx0401*†
NORTH CAROLINA	6795	BB&T	xxxx0401*†
MASSACHUSETTS	6062	Salem Five	xxxx8367*
TENNESSEE	6107	Iberia Bank	xxxx0387*
NEW YORK	6170	Peoples United Bank	xxxx3646*
PUERTO RICO	6196	Banco Popular De Puerto Rico	xxxx2368*
VERMONT	6603	Berkshire Bank	xxxx8566*
TENNESSEE	6607	SmartBank	xxxx4623*
IOWA	6620	Farmers Trust & Savings	xxxx6895*
MARYLAND	6622	Queenstown Bank of Maryland	xxxx3800*
OHIO	6633	Huntington {Sky Bank}	xxxx2443*
NEW HAMPSHIRE	6634	Northway Bank	xxxx3169*
MISSOURI	6638	First Bank of the Lake	xxxx0201*
GEORGIA	6643	Bank of the Ozarks	xxxx1826*
GEORGIA	6645	Northeast Georgia Bank	xxxx4794*
NEW YORK	6648	Five Star Bank	xxxx0285*
MASSACHUSETTS	6653	Wrentham Co-Operative Bank	xxxx2743*
NORTH CAROLINA	6673	First Citizens Bank	xxxx1059*
MASSACHUSETTS	6674	NBT Bank	xxxx0810*
NEW HAMPSHIRE	6689	TD Bank	xxxx1015*
MASSACHUSETTS	6706	Wrentham Co-Operative Bank	xxxx6983*
OKLAHOMA	6709	All America Bank	xxxx2283*

GEORGIA	6745	United Community Bank	xxxx8848*
CONNECTICUT	6751	CT Community Credit Union, Inc.	xxxx3753*
HAWAII	6753	Bank of Hawaii Waipahu Center	xxxx1386*
NEBRASKA	6756	American National Bank	xxxx4392*
HAWAII	6766	Bank of Hawaii Lahaina Branch	xxxx2901*
IOWA	6793	Banker's Trust	xxxx5376*

Brooks Brothers Canada Retail Store Accounts

Store State	Store #	Bank Name	Bank Main Account #
VANCOUVER	6301	Royal Bank of Canada	xxxx4212*†
TORONTO	6302	Royal Bank of Canada	xxxx4212*†
CALGARY, ALBERTA	6303	Royal Bank of Canada	xxxx4212*†
TORONTO, ONTARIO	6306	Royal Bank of Canada	xxxx4212*†
TORONTO, ONTARIO	6308	Royal Bank of Canada	xxxx4212*†
ROCKY VIEW, ALBERTA	6401	Royal Bank of Canada	xxxx4212*†
OTTAWA, ONTARIO	6403	Royal Bank of Canada	xxxx4212*†
HALTON HILLS, ONTARIO	6404	Royal Bank of Canada	xxxx4212*†
NIAGARA ON THE LAKE, ONTARIO	6405	Royal Bank of Canada	xxxx4212*†
VAUGHAN	6406	Royal Bank of Canada	xxxx4212*†
RICHMOND, BC	6407	Royal Bank of Canada	xxxx4212*†
TSAWWASSEN 1ST NATION, BC	6408	Royal Bank of Canada	xxxx4212*†

Brooks Brothers Group, Inc. Chase Accounts

Name of Loan Party	Name of Institution	Type of Account	Account Number
RBA Wholesale, LLC	JP Morgan	Collection (lockbox, ACH, wire)	xxxx1997
Brooks Brothers Group, Inc.	JP Morgan	Collection Account	xxxx8790

Brooks Brothers Group, Inc.	JP Morgan	Concentration Account	xxxx0820
Brooks Brothers Group, Inc.	JP Morgan	Disbursement Account	xxxx7726

Existing Concentration Account and Existing Collection Accounts

Name of Loan Party	Name of Institution	Type of Account	Account Number
Brooks Brothers Group, Inc.	Bank of New York Mellon	Concentration Account	xxxx2944
Brooks Brothers Group, Inc.	U.S. Bank	Main Depository	xxxx9129
Brooks Brothers Group, Inc.	Bank of America	Concentration/Operating	xxxx5438

Existing Golden Fleece Accounts

Name of Loan Party	Name of Institution	Type of Account	Account Number
Golden Fleece Manufacturing Group, LLC	Bank of America	Southwick Operating Account	xxxx9036
Golden Fleece Manufacturing Group, LLC	Bank of America	Southwick Office Payroll	xxxx4851*
Golden Fleece Manufacturing Group, LLC	Bank of America	Southwick Hourly Payroll	xxxx4843*
Golden Fleece Manufacturing Group, LLC	Bank of America	Southwick Payables Account	xxxx4869
Golden Fleece Manufacturing Group, LLC	Bank of America	Garland Operating Account	xxxx3282
Golden Fleece Manufacturing Group, LLC	Bank of America	Garland Disbursement Account	xxxx6609
Golden Fleece Manufacturing Group, LLC	Southern Bank	Garland Miscellaneous Collection Account	xxxx5356
Golden Fleece Manufacturing Group, LLC	Bank of America	Payroll Disbursement Account	xxxx0936*

Payroll, Disbursement and Other DDAs

Name of Loan Party	Name of Institution	Type of Account	Account Number
Brooks Brothers Group, Inc.	Bank of New York Mellon	Disbursement Account	xxxx2874*
Brooks Brothers Group, Inc.	Unicredito Italian Spa	Fee and Expense Reimbursement Account	xxxx7153*
Brooks Brothers Group, Inc.	Bank of America	Federal Tax Disbursement Account	xxxx7129*

Brooks Brothers Group, Inc.	Unicredito Italian Spa	Euro Disbursement Account	xxxx7762*
Brooks Brothers Group, Inc.	JP Morgan	Operating Account	xxxx9359
BBDI, LLC	Bank of New York, Mellon	Funds India JV	xxxx6574*
Retail Brand Alliance Gift Card Services, LLC	Bank of America	Operating Account	xxxx1325*
Brooks Brothers Group, Inc.	JP Morgan	Benefits Claim Funding	xxxx8270*

Brooks Brothers Canada Corporate Accounts

Name of Loan Party	**Name of Institution**	**Type of Account**	**Account Number**
Brooks Brothers Canada, Ltd.	JP Morgan Canada	Operating Account	xxxx1870
Brooks Brothers Canada, Ltd.	JP Morgan Canada	Collection Account	xxxx1873
Brooks Brothers Canada, Ltd.	JP Morgan Canada	Disbursement Account	xxxx2172
Brooks Brothers Canada, Ltd.	Royal Bank of Canada	Disbursement Account	xxxx3420
Brooks Brothers Canada, Ltd	Royal Bank of Canada	Collection Account	xxxx4196
Brooks Brothers Canada, Ltd	Royal Bank of Canada	Concentration Account	xxxx4204
Brooks Brothers Canada, Ltd	Royal Bank of Canada	Investment Account	xxxx4323

Schedule 5.19(c) – Securities Accounts

None.

Schedule 5.23 – Affiliate Transactions

1. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US $1,667,756.07 from Brooks Brothers Group, Inc., in favor of Claudio Del Vecchio.
2. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US $37,694,202.00 from Brooks Brothers Group, Inc. in favor of The CDV Trust.
3. Third Amended and Restated Subordinated Unsecured Promissory Note dated June 28, 2019, in the amount of US $26,924,430.00, from Brooks Brothers Group, Inc. in favor of The CDV Trust.
4. Agreement of Lease dated August 9, 2007 between 346 Madison Avenue, LLC and Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.).
5. Trademark License Agreement dated September 16, 2013 by and between Brooks Brothers Group, Inc., and Brooks Brothers Australia Pty Limited, as amended by the Amending Deed to Trademark License Agreement dated July 24, 2015 between Brooks Brothers Group, Inc. and Brooks Brothers Australia Pty Limited.
6. Trademark License Agreement dated February 14, 1978 by Garfinckel, Brooks Brothers, Miller & Rhoads, Inc., Daido Worsted Mills, Ltd. and Brooks Brothers (Japan) Ltd., as amended by Amendment to Trademark License Agreement dated April 1, 1992 between Brooks Brothers, Group, Inc. (f/k/a Brooks Brothers, Inc.), Daidoh Limited and Brooks Brothers (Japan) Ltd, as amended by Amendment No. 2 to Trademark License Agreement dated April 1, 1994 between Brooks Brothers Group, Inc. (f/k/a Brooks Brothers, Inc.), Daidoh Limited and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 3 to Trademark License Agreement dated December 22, 1994 between Brooks Brothers Group, Inc. (f/k/a Brooks Brothers, Inc.), Daidoh Limited and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 4 to Trademark License Agreement dated August 1, 2002 between Brooks Brothers Group Inc. (f/k/a Brooks Brothers, Inc.), Daidoh Limited and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 5 to Trademark License Agreement dated August 1, 2002 between Brooks Brothers Group Inc. (f/k/a Brooks Brothers, Inc.), Daidoh Limited and Brooks Brothers (Japan) Ltd, as amended by Amendment No. 6 to Trademark License Agreement dated November 11, 2004 between Brooks Brothers Group Inc. (f/k/a Brooks Brothers, Inc.), Adrienne Vittadini, LLC, Daidoh Limited and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 7 to Trademark License Agreement dated July 5, 2005 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 8 to Trademark License Agreement dated March 14, 2006 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Adrienne Vittadini, LLC, Daidoh Limited, and Brooks Brothers (Japan) Ltd. as amended by Amendment No. 9 to Trademark License Agreement dated March 1, 2007 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 10 to Trademark License Agreement dated December 3, 2007 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 11 to Trademark License Agreement dated December 3, 2007 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 12 to Trademark License Agreement dated December 2, 2009 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 13 to Trademark License Agreement dated November 9, 2009 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 14 to Trademark License Agreement dated December 2, 2009

between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 15 to Trademark License Agreement dated August 1, 2011 between Brooks Brothers Group, Inc. (f/k/a Retail Brand Alliance, Inc.), Daidoh Limited, and Brooks Brothers (Japan) Ltd., as amended by Amendment No. 16 to Trademark License Agreement dated February 1, 2013 between Brooks Brothers Group, Inc., Daidoh Limited, and Brooks Brothers (Japan) Ltd.

7. Sublicense Agreement dated December 20, 2007 between Brooks Brothers (Japan), Ltd. and Brooks Brothers (Korea), Ltd., as amended.
8. Letter Agreement dated March 13, 2015 among Brooks Brothers Group, Inc., Brooks Brothers Restaurant, LLC and Matteo Del Vecchio.
9. Master Sale of Goods Agreement dated August 2, 2014 between Brooks Brothers Group, Inc. and Brooks Brothers Far East Limited.
10. Master Sale of Goods Agreement dated November 1, 2013 between Retail Brand Alliance Europe S.r.l. and Brooks Brothers Far East Limited.
11. In-Transit Goods Acknowledgement Letter dated August 28, 2014 between Brooks Brothers Group, Inc. and Brooks Brothers Far East Limited.

Schedule 7.01 – Existing Indebtedness

None.

Schedule 7.02 – Existing Liens

None.

Schedule 7.04 – Existing Investments

None.

Schedule 10.02 – Agent's Office; Certain Addresses for Notices

AGENT:

Wells Fargo Bank, National Association
One Boston Place, 18th Floor
Boston, MA 02108
Attention: Jason Shanahan
Facsimile: (855) 766-9555
E-mail: jason.p.shanahan@wellsfargo.com

with a copy to:

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Mark D. Silva, Esq.
Telephone: (617) 248-5127
Facsimile: (617) 502-5127
E-mail: msilva@choate.com

LOAN PARTIES:

Brooks Brothers Group, Inc.
100 Phoenix Avenue
Enfield, CT 06082
Attention: Chief Financial Officer
Facsimile: (860) 745-9714
E-mail: sgoldaper@brooksbrothers.com

with a copy to:

Brooks Brothers Group, Inc.
346 Madison Avenue
10th Floor - Executive Office
New York, NY 10017
Attention: General Counsel and Secretary
Facsimile: (212) 309-7205
E-mail: rbarnett@brooksbrothers.com

with a copy to:

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166
Attention: William D. Brewer
Telephone: (212) 294-6793
Facsimile: (212) 294-4700
E-mail: wbrewer@winston.com

EXHIBIT A

[FORM OF] LIBOR RATE LOAN NOTICE[1]

Date: _____, 20__

To: Wells Fargo Bank, National Association, as Agent
One Boston Place, 18th Floor
Boston, Massachusetts 02108

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

The Lead Borrower hereby requests [a Borrowing of LIBOR Rate Loans][a continuation of LIBOR Rate Loans] on behalf of [insert name(s) of applicable Borrower(s)]:[2]

1. On _____, 20__ (a Business Day)[3]

2. In the amount of $_____[4]

3. With an Interest Period of [__] month[s][5]

The Lead Borrower hereby represents and warrants (for itself and on behalf of the other Borrowers) that (a) the Borrowing requested herein complies with Section 2.02 and the other provisions of the Credit Agreement and (b) that the conditions specified in [Sections 4.01 and 4.02][Section 4.02] of the Credit Agreement have been satisfied on and as of the date specified in Item 1 above.

[SIGNATURE PAGE TO FOLLOW]

[1] All requests for a Borrowing of LIBOR Rate Loans shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Borrowing shall not be made until the completion of) the Agent's authentication process (with results satisfactory to the Agent) prior to the funding of any such requested Loan.
[2] A Borrowing consisting of simultaneous LIBOR Rate Loans must have the same Interest Period.
[3] Each notice of a Borrowing must be received by the Agent not later than 11:00 a.m. three (3) Business Days prior to the requested date of any Borrowing or continuation of LIBOR Rate Loans.
[4] Each Borrowing of, or continuation of LIBOR Rate Loans must be in a principal amount of $1,000,000, as applicable, or a whole multiple of $1,000,000, as applicable, in excess thereof.
[5] The Lead Borrower may request a Borrowing of LIBOR Rate Loans with an Interest Period of one, two or three months. If no election of Interest Period is specified for a LIBOR Rate Loan, then the Lead Borrower will be deemed to have specified an Interest Period of one month.

IN WITNESS WHEREOF, the undersigned has caused this LIBOR Rate Loan Notice to be duly executed as of the date set forth above.

BROOKS BROTHERS GROUP, INC., as Lead Borrower

By: _____
Name:
Title:

EXHIBIT B

[FORM OF] SWING LINE LOAN NOTICE

Date: _____, 20__

To: Wells Fargo Bank, National Association, as Swing Line Lender
Wells Fargo Bank, National Association, as Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

The Lead Borrower hereby requests a Swing Line Borrowing on behalf of [insert name(s) of applicable Borrower(s)]:

1. On _____, 20__ (a Business Day)[1]

2. In the amount of $_____[2]

The Lead Borrower hereby represents and warrants (for itself and on behalf of the other Borrowers) that the Swing Line Borrowing requested herein complies with Section 2.04 and the other provisions of the Credit Agreement.

BROOKS BROTHERS GROUP, INC., as Lead Borrower

By: _____
Name:
Title:

[1] Each notice of a Swing Line Borrowing must be received by the Swing Line Lender and the Agent not later than 1:00 p.m. on the requested date of any Swing Line Borrowing.
[2] Each Swing Line Borrowing must be in a minimum amount of $100,000.

EXHIBIT C-1

[FORM OF] REVOLVING NOTE

REVOLVING NOTE

$_____ _____, 20__

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and, collectively, the "Borrowers"), jointly and severally promise to pay to the order of _____ (hereinafter, with any subsequent holders, the "Revolving Lender"), c/o Wells Fargo Bank, National Association, One Boston Place, 18th Floor, Boston, MA 02108, the principal sum of _____ ($_____), or, if less, the aggregate unpaid principal balance of Revolving Loans made by the Lender to or for the account of any Borrower pursuant to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time with interest at the rate and payable in the manner stated therein.

This is a "Revolving Note" to which reference is made in the Credit Agreement and is subject to all terms and provisions thereof. The principal of, and interest on, this Revolving Note shall be payable at the times, in the manner, and in the amounts as provided in the Credit Agreement and shall be subject to prepayment and acceleration as provided therein. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Agent's books and records concerning the Revolving Loans, the accrual of interest thereon, and the repayment of such Revolving Loans, shall be conclusive absent manifest error of the Revolving Loans and interest owing to the Revolving Lender hereunder.

No delay or omission by the Agent or the Revolving Lender in exercising or enforcing any of the Agent's or the Revolving Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any Event of Default shall operate as a waiver of any other Event of Default, nor as a continuing waiver of any such Event of Default.

Each Borrower, and each endorser and guarantor of this Revolving Note, waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each Borrower assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Agent and/or the Revolving Lender with respect to this Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other Person obligated on account of this Revolving Note.

This Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective successors, assigns, and representatives, and shall inure to the benefit of the Revolving Lender and its successors, endorsees, and permitted assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Note, are joint and several, provided, however, the release by the Agent or the Revolving Lender of any one or more such Persons shall not release any other Person obligated on account of this Revolving Note. Each reference in this Revolving Note to any Borrower, any endorser, and any guarantor, is to such Person individually and also to all such Persons jointly. No Person obligated on account of this Revolving Note may seek contribution from any other Person also obligated unless and until all of the Obligations have been paid in full in cash (other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made).

THIS REVOLVING NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 REVOLVING NOTE OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE BORROWERS 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 REVOLVING NOTE OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT OR THE REVOLVING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS REVOLVING NOTE OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS REVOLVING NOTE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE BORROWERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Agent and the Revolving Lender, in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Note, are each relying thereon. EACH BORROWER, EACH GUARANTOR, ENDORSER AND SURETY, AND THE REVOLVING LENDER, BY ITS ACCEPTANCE HEREOF, 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 REVOLVING NOTE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON

CONTRACT, TORT OR ANY OTHER THEORY). EACH BORROWER (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE AGENT AND THE REVOLVING LENDER HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS REVOLVING NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

This Revolving Note may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Revolving Note by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Revolving Note.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrowers have caused this Revolving Note to be duly executed as of the date set forth above.

BORROWERS:

BROOKS BROTHERS GROUP, INC.

By: _____
Name:
Title:

RBA WHOLESALE, LLC

By: _____
Name:
Title:

GOLDEN FLEECE MANUFACTURING GROUP, LLC

By: _____
Name:
Title:

EXHIBIT C-2

[FORM OF] FILO NOTE

FILO NOTE

$_____ _____, 20__

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and, collectively, the "Borrowers"), jointly and severally promise to pay to the order of _____ (hereinafter, with any subsequent holders, the "FILO Lender"), c/o Wells Fargo Bank, National Association, One Boston Place, 18th Floor, Boston, MA 02108, the principal sum of _____ ($_____), or, if less, the aggregate unpaid principal balance of FILO Loans made by the Lender to or for the account of any Borrower pursuant to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time with interest at the rate and payable in the manner stated therein.

This is a "FILO Note" to which reference is made in the Credit Agreement and is subject to all terms and provisions thereof. The principal of, and interest on, this FILO Note shall be payable at the times, in the manner, and in the amounts as provided in the Credit Agreement and shall be subject to prepayment and acceleration as provided therein. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Agent's books and records concerning the FILO Loans, the accrual of interest thereon, and the repayment of such FILO Loans, shall be conclusive absent manifest error of the FILO Loans and interest owing to the FILO Lender hereunder.

No delay or omission by the Agent or the FILO Lender in exercising or enforcing any of the Agent's or the FILO Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any Event of Default shall operate as a waiver of any other Event of Default, nor as a continuing waiver of any such Event of Default.

Each Borrower, and each endorser and guarantor of this FILO Note, waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each Borrower assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Agent and/or the FILO Lender with respect to this FILO Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other Person obligated on account of this FILO Note.

This FILO Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective successors, assigns, and representatives, and shall inure to the benefit of the FILO Lender and its successors, endorsees, and permitted assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this FILO Note, are joint and several, provided, however, the release by the Agent or the FILO Lender of any one or more such

Persons shall not release any other Person obligated on account of this FILO Note. Each reference in this FILO Note to any Borrower, any endorser, and any guarantor, is to such Person individually and also to all such Persons jointly. No Person obligated on account of this FILO Note may seek contribution from any other Person also obligated unless and until all of the Obligations have been paid in full in cash (other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made).

THIS FILO NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 FILO NOTE OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE BORROWERS 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 FILO NOTE OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT OR THE FILO LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS FILO NOTE OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS FILO NOTE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE BORROWERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Agent and the FILO Lender, in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this FILO Note, are each relying thereon. EACH BORROWER, EACH GUARANTOR, ENDORSER AND SURETY, AND THE FILO LENDER, BY ITS ACCEPTANCE HEREOF, 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 FILO NOTE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH BORROWER (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE,

THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE AGENT AND THE FILO LENDER HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS FILO NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

This FILO Note may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this FILO Note by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this FILO Note.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrowers have caused this FILO Note to be duly executed as of the date set forth above.

BORROWERS:

BROOKS BROTHERS GROUP, INC.

By: _____
Name:
Title:

RBA WHOLESALE, LLC

By: _____
Name:
Title:

GOLDEN FLEECE MANUFACTURING GROUP, LLC

By: _____
Name:
Title:

EXHIBIT C-3

[FORM OF] SWING LINE NOTE

SWING LINE NOTE

$30,000,000 _____, 20__

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and, collectively, the "Borrowers"), jointly and severally promise to pay to the order of WELLS FARGO BANK, NATIONAL ASSOCIATION (hereinafter, with any subsequent holders, the "Swing Line Lender"), One Boston Place, 18th Floor, Boston, MA 02108, the principal sum of THIRTY MILLION DOLLARS ($30,000,000), or, if less, the aggregate unpaid principal balance of Swing Line Loans made by the Swing Line Lender to or for the account of any Borrower pursuant to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time with interest at the rate and payable in the manner stated therein.

This is a "Swing Line Note" to which reference is made in the Credit Agreement and is subject to all terms and provisions thereof. The principal of, and interest on, this Swing Line Note shall be payable at the times, in the manner, and in the amounts as provided in the Credit Agreement and shall be subject to prepayment and acceleration as provided therein. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Agent's books and records concerning the Swing Line Loans, the accrual of interest thereon, and the repayment of such Swing Line Loans, shall be conclusive absent manifest error of the Swing Line Loans and interest owing to the Swing Line Lender hereunder.

No delay or omission by the Agent or the Swing Line Lender in exercising or enforcing any of the Agent's or the Swing Line Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any Event of Default shall operate as a waiver of any other Event of Default, nor as a continuing waiver of any such Event of Default.

Each Borrower, and each endorser and guarantor of this Swing Line Note, waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each Borrower assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Agent and/or the Swing Line Lender with respect to this Swing Line Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other Person obligated on account of this Swing Line Note.

This Swing Line Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective successors, assigns, and representatives, and shall inure to the benefit of the Swing Line Lender and its successors, endorsees, and permitted assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Swing Line Note, are joint and several, provided, however, the release by the Agent or the Swing Line Lender of any one or more such Persons shall not release any other Person obligated on account of this Swing Line Note. Each reference in this Swing Line Note to any Borrower, any endorser, and any guarantor, is to such Person individually and also to all such Persons jointly and severally. No Person obligated on account of this Swing Line Note may seek contribution from any other Person also obligated unless and until all of the Obligations have been paid in full in cash.

THIS SWING LINE NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 SWING LINE NOTE OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE BORROWERS 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 SWING LINE NOTE OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT OR THE SWING LINE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SWING LINE NOTE OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH OF THE BORROWERS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SWING LINE NOTE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE BORROWERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Agent and the Swing Line Lender, in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Swing Line Note, are each relying thereon. EACH BORROWER, EACH GUARANTOR, ENDORSER AND SURETY, AND THE SWING LINE LENDER, BY ITS ACCEPTANCE HEREOF, 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 SWING LINE NOTE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH BORROWER (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE AGENTS AND THE SWING LINE LENDER HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

This Swing Line Note may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Swing Line Note by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Swing Line Note.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrowers have caused this Swing Line Note to be duly executed as of the date set forth above.

BORROWERS:

BROOKS BROTHERS GROUP, INC.

By: _____
Name:
Title:

RBA WHOLESALE, LLC

By: _____
Name:
Title:

GOLDEN FLEECE MANUFACTURING GROUP, LLC

By: _____
Name:
Title:

EXHIBIT D

[FORM OF] COMPLIANCE CERTIFICATE

To: Wells Fargo Bank, National Association Date:_____
One Boston Place, 18th Floor
Boston, Massachusetts 02108
Attention: Jason Shanahan

Re: Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

The undersigned, a duly authorized and acting Financial Officer of the Lead Borrower, hereby certifies to you as follows:

1. No Default.

   a. To the knowledge of the undersigned Financial Officer, except as set forth in Appendix I, no Default or Event of Default has occurred and is continuing.

   b. If a Default or Event of Default has occurred and is continuing, the Borrowers propose to take action as set forth in Appendix I with respect to such Default or Event of Default.

2. No Material Accounting Changes, Etc. The financial statements furnished to the Agent for the Fiscal [Month] [Quarter] [Year] ending [_____] were prepared in accordance with GAAP consistently applied and present fairly in all material respects the financial condition, which include [an audited Consolidated balance sheet and related Consolidated statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Year, accompanied by the opinion of Deloitte & Touche LLP or another Registered Public Accounting Firm of recognized national standing, as specifically set forth in Section 6.01(a) of the Credit Agreement][1] [a Consolidated and consolidating balance sheet of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Quarter and the related Consolidated and consolidating statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries for such Fiscal Quarter and the then elapsed portion of the Fiscal Year (including, without limitation, a schedule detailing the outstanding principal amounts of all outstanding Indebtedness of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Quarter), setting forth in comparative form (i) the figures for the corresponding period or periods of the previous Fiscal Year, and (ii) the figures for the same period included in the Projections delivered pursuant to Section 6.01(e) of the Credit Agreement, accompanied by a same store sales

[1] Insert bracketed language only if delivering this Compliance Certificate in connection with yearly financial statements pursuant to Section 6.01(a) of the Credit Agreement.

report in form reasonably satisfactory to the Agent, as specifically set forth in Section 6.01(b) of the Credit Agreement][2] [a Consolidated and consolidating balance sheet of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Month and the related Consolidated and consolidating statements of operations, stockholders' equity and cash flows of the Lead Borrower and its Subsidiaries for such Fiscal Month and the then elapsed portion of the Fiscal Year (including, without limitation, a schedule detailing the outstanding principal amounts of all outstanding Indebtedness of the Lead Borrower and its Subsidiaries as of the end of such Fiscal Month), setting forth in comparative form the figures for the corresponding period or periods of the previous fiscal year, as specifically set forth in Section 6.01(c)(ii) of the Credit Agreement][3] at the close of the period(s) covered [, subject to normal year-end and audit adjustments and the absence of footnotes][4]. There has been no change in GAAP or the application thereof since the date of the audited financial statements furnished to the Agent for the year ending [_____], other than the material accounting changes as disclosed on Appendix II hereto.

3. Notices. All notices required to be provided under Section 6.02 have been provided.

4. Counterparts. Delivery of an executed counterpart of a signature page of this certificate by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this certificate.

[Reminder of Page Intentionally Left Blank]

[2] Insert bracketed language only if delivering this Compliance Certificate in connection with quarterly financial statements pursuant to Section 6.01(b) of the Credit Agreement.
[3] Insert bracketed language only if delivering this Compliance Certificate during an Enhanced Reporting Period in connection with monthly financial statements pursuant to Section 6.01(c)(ii) of the Credit Agreement.
[4] Insert bracketed language only if delivering this Compliance Certificate in connection with quarterly or monthly financial statements pursuant to Section 6.01(b) or, if during an Enhanced Reporting Period, Section 6.01(c)(ii) of the Credit Agreement.

IN WITNESS WHEREOF, I have executed this certificate as of the date first written above.

BROOKS BROTHERS GROUP, INC.,
as Lead Borrower

By:_____
Name:
Title: [a Financial Officer]

APPENDIX I

Except as set forth below, no Default or Event of Default presently exists. [If a Default or Event of Default exists, the following describes the nature of the Default or Event of Default in reasonable detail and the steps being taken or contemplated by the Borrowers to be taken on account thereof:]

APPENDIX II

Except as set forth below, no material changes in GAAP or the application thereof have occurred since [the date of the financial statements most recently delivered to the Agent prior to the date of this Compliance Certificate]. [If material changes in GAAP or in application thereof have occurred, the following describes the nature of the changes in reasonable detail and the effect, if any, of each such material change in GAAP or in application thereof in the determination of the calculation of the financial statements described in the Credit Agreement.]

EXHIBIT E

[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption"), dated as of the Effective Date set forth below, by and between [the][each][1] Assignor identified below ([the][each, an] "Assignor") and [the][each][2] Assignee identified below ([the][each, an] "Assignee") is being delivered pursuant to Section 10.06(b) of that certain Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) the Guarantors party thereto from time to time, (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

_____ ([the][each, an] "Assignor") and _____ ([the][each, an] "Assignee") agree as follows:

1. [The][Each] Assignor hereby sells and assigns to the [Assignee][respective Assignees], and [the][each] Assignee hereby purchases and assumes from the [Assignor][respective Assignors], that interest in and to the [Assignor's][respective Assignors'] rights and obligations as [a Lender][Lenders] under the Credit Agreement as of the date hereof (including, without limitation, such interest in each of the [Assignor's][respective Assignors'] outstanding Commitments, if any, and the Loans (and related Obligations) owing to it) specified in Schedule I hereto (including, without limitation, the Letters of Credit and Swing Line Loans under such facilities). After giving effect to such sale and assignment, the [Assignor's][Assignors'] and the [Assignee's][Assignees'] Commitments and the amount of the Loans owing to [the][each] Assignor and [the][each] Assignee and the amount of Letters of Credit participated in by [the][each] Assignor and [the][each] Assignee will be as set forth in Schedule I hereto.

2. [The][Each] Assignor: (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Liens and that it is legally authorized to enter into this Assignment and Assumption; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in, or in connection with, the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto, or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant thereto; and (d) confirms, in the case of an Assignee who is not a Lender, an Affiliate of a Lender, or an Approved Fund, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal

[1] For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[2] For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

outstanding balance of the Loans of the [Assignor][respective Assignors] subject to this Assignment and Assumption, is not less than $5,000,000, in the case of any assignment in respect of a Revolving Commitment (and the related Revolving Loans thereunder) and $1,000,000 in the case of any assignment in respect of a FILO Loan, or, if less, the entire remaining amount of [the][each] Assignor's Commitment and the Loans at any time owing to it, unless each of the Agent, and, so long as no Default or Event of Default has occurred and is continuing, the Lead Borrower otherwise consent (each such consent not to be unreasonably withheld or delayed and shall be deemed given if the Lead Borrower has not responded to a request for such consent within seven (7) Business Days); *provided*, *however*, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

3. [The][Each] Assignee: (a) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 6.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (b) agrees that it will, independently and without reliance upon the Agent, the [Assignor][respective Assignors] or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (c) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (d) agrees that it will perform in accordance with their terms all of the obligations which, by the terms of the Credit Agreement, are required to be performed by it as a Lender; (e) specifies as its lending office (and address for notices) the office set forth beneath its name on the signature pages hereof; (f) agrees that, if [the][any] Assignee is a Foreign Lender entitled to an exemption from, or reduction of, withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, it shall deliver to the Lead Borrower and the Agent (in such number of copies as shall be requested by the recipient) whichever of the following is applicable: (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E claiming eligibility for benefits of an income tax treaty to which the United States is a party, (ii) duly completed copies of Internal Revenue Service Form W-8ECI, (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate to the effect that such Foreign Lender is not (1) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (2) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (3) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, (iv) in the case of a Foreign Lender that is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Form W-8BEN, Form W-8BEN-E, a U.S. Tax Compliance Certificate, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership 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 on behalf of each such direct and indirect partner, or (v) any other form prescribed by applicable law as a basis for claiming exemption from, or a reduction in, United States Federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to

permit the Lead Borrower to determine the withholding or deduction required to be made; and (g) represents and warrants that it is an Eligible Assignee.

4. Following the execution of this Assignment and Assumption by [the][each] Assignor and [the][each] Assignee, it will be delivered, together with a processing and recordation fee in the amount required as set forth in Section 10.06(b)(iv) to the Credit Agreement, to the Agent for acceptance and recording by the Agent. The effective date of this Assignment and Assumption shall be the date of acceptance thereof by the Agent, unless otherwise specified on Schedule I hereto (the "Effective Date").

5. Upon such acceptance and recording by the Agent and, to the extent required by Section 10.06(b)(iii) of the Credit Agreement, consent by the Lead Borrower, Agent, L/C Issuer and the Swing Line Lender, as applicable (such consent not to be unreasonably withheld or delayed), from and after the Effective Date, (a) [the][each] Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned by this Assignment and Assumption, shall have the rights and obligations of a Lender under the Credit Agreement, and (b) [the][each] Assignor shall, to the extent of the interest assigned by this Assignment and Assumption, be released from its obligations under the Credit Agreement, but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the Effective Date of such assignment.

6. Upon such acceptance and recording by the Agent, from and after the Effective Date, the Agent shall make all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to [the][each] Assignee. [The][Each] Assignor and [the][each] Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. This Assignment and Assumption shall be governed by, and be construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

8. This Assignment and Assumption may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR[S]]:
[**NAME OF ASSIGNOR[S]**]

By: _____
Name: _____
Title: _____

[ASSIGNEE[S]]:
[**NAME OF ASSIGNEE[S]**]

By: _____
Name: _____
Title: _____

Lending Office (and address for notices):

[Address]

Accepted this _____ day
of _____, 20__:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Name:
Title:

Acknowledged and, to the extent required by Section 10.06(b)(i)(B) or Section 10.06(b)(iii)(B) of the Credit Agreement, consented to, this _____ day of _____, 20__:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Acknowledged and, to the extent required by Section 10.06(b)(iii)(C) of the Credit Agreement, consented to, this _____ day of _____, 20__:

L/C ISSUER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Acknowledged and, to the extent required by Section 10.06(b)(iii)(D) of the Credit Agreement, consented to, this _____ day of _____, 20__:

SWING LINE LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Acknowledged and, to the extent required by Section 10.06(b)(i)(B) or Section 10.06(b)(iii)(A) of the Credit Agreement, consented to, this _____ day of _____, 20__:

LEAD BORROWER:

BROOKS BROTHERS GROUP, INC.

By: _____
Name:
Title:

Schedule I

Assignor[s][1]	Assignee[s][2]	Loan Facility Assigned[3]	Amount of Assignor's Commitment/Loans	Amount of Commitment/Loans Assigned	Percentage of Assignor's Commitment/ Loans Assigned	Amount of Resulting Commitment/Loans for Assignor	Amount of Resulting Commitment/ Loans for Assignee
			$[_____]	$[_____]	[_____]%	$[_____]	$[_____]
			$[_____]	$[_____]	[_____]%	$[_____]	$[_____]

Effective Date: _____, 20__

[1] List each Assignor, as appropriate.
[2] List each Assignee, as appropriate.
[3] Fill in the appropriate terminology for the types of Loans under the Credit Agreement that are being assigned under this Assignment (i.e., "Revolving Loans" or "FILO Loans")

EXHIBIT F

[FORM OF] BORROWING BASE CERTIFICATE

See attached.

WELLS FARGO

REVOLVING BORROWING BASE CERTIFICATE

In $000s

Date: xx/xx/19

Period Covered: xx/xx/19

	COLLATERAL CATEGORY	AR00	AR01	IN10	IN11	IN12
	Description	**Credit Card A/R**	**RBA A/R**	**BBUS/CA Inventory**	**Golden Fleece Inventory**	**In-Transit Inventory**
1	Beginning Balance (From Previous report)	0	0	0	0	0
2	Additions to Collateral (AR - Gross Sales or Inv - Purchases)					
3	Other Additions (Add back any non-A/R cash in line 3)					
4	Deductions to Collateral (AR - Cash Received / Inv - COGS)					
5	Deductions to Collateral (AR - Discounts, Inv - Returns)					
6	Deductions to Collateral (Credit Memos, all)					
7	Other **non-cash** credits to A/R					
8	**Total Ending Collateral Balance**	0	0	0	0	0
9	Less Ineligible - Past Due >60PDD or >90PID	0	0			
10	Less Ineligible - Cross-age (50%)	0	0			
11	Less Ineligible - Aged Credits	0	0			
12	Less Ineligible - Customer Payables	0	0			
13	Less Ineligible - Intercompany	0	0			
14	Less Ineligible - Government	0	0			
15	Less Ineligible - Debit Memos	0	0			
16	Less Ineligible - Co-op Allowance	0	0			
17	Less Ineligible - Unapplied Cash	0	0			
18	Less Ineligible - Bank balance 'buffer'	0	0			
19	Less Ineligible - Other CC misc	0	0			
20	Less Ineligible - Net fees to exclude	0	0			
21	**Total Ineligibles AR before Cust Concentration**	0	0			
22	**Eligible AR Subtotal before Cust Concentration**	0	0			
23	Less Ineligible - Customer Concentration	0	0			
24	**Eligible Accounts Receivable**	0	0			
25	Less Ineligible - Inventory Reserve			0	0	0
26	Less Ineligible - Canada			0	0	0
27	Less Ineligible - In-transit to Canada			0	0	0
28	Less Ineligible - Domestic In-transit			0	0	0
29	Less Ineligible - Difference to General Ledger			0	0	0
30	Less Ineligible - Closed Stores			0	0	0
31	Less Ineligible - Garland Clearance Center			0	0	0
32	Less Ineligible - Third Party Facility			0	0	0
33	Less Ineligible - Madison Avenue			0	0	0
34	Less Ineligible - Special Order			0	0	0
35	Less Ineligible - Shrinkage Reserve			0	0	0
36	Less Ineligible - Destination not U.S.			0	0	0
37	Less Ineligible - Import In-transit Reserve			0	0	0
38	Less Ineligible - Miscellaneous			0	0	0
39	Less Ineligible - Other			0	0	0
40	**Total Ineligibles Inventory**			0	0	0
41	**Eligible Collateral Subtotal before In Transit Cap**	0	0	0	0	0
42	**Total Eligible Collateral**	0	0	0	0	0
43	Advance Rate %	90%	85%	90.0% of NOLV percentage	90.0% of NOLV percentage	90.0% of NOLV percentage
44	Inventory Advance Rate % (See Inv Adv, NOLV, Supp tab)			90.0%	90.0%	90.0%
45	Applicable NOLV (See Inv Adv, NOLV, Supp tab)			116.6%	116.6%	116.6%
46	NOLV% X Inventory Advance Rate %			104.9%	104.9%	104.9%
47	In-Transit Inventory Before Cap					0
47	In-Transit Inventory Cap (20%)					0
48	**Net Available - Borrowing Base Value**	0	0	0	0	0
49	**Total Collateral Availability Before Reserves**					0
50	Reserves - Gift Cards / Merchandise Credits (50%)					0
51	Reserves - Customer Deposits (100%)					0
52	Reserves - In-transit Delivery Costs					0
53	Reserves - Dilution					0
54	Canada WEPPA Reserve					0
55	Canada Tax & Payable Reserve					0
56	Reserves - Landlord Lien (2 months rent PA, VA & WA)					0
57	Reserves - Other Rent					0
58	Reserves - FILO Reserve					15,000
59	**Total Reserves**					**15,000**
60	**Net Collateral Availability**					-15,000
61	**Revolver Line (See Inv Adv, NOLV, Supp tab)**					0
62	**Maximum Borrowing Limit (Lesser of 60 and 61)**					-15,000
63	**Suppressed Availability**					0
	LOAN STATUS					
64	Beginning Principal Balance	0				
65	Less: A. Prior Day's Paydowns	0				
	B. Adjustments / Other	0				
66	Add: A. Advance Request	0				
	B. Adjustments / Fees Charged	0				
67	**New Principal Balance**					0
68	L/Cs - Documentary					0
69	L/Cs - Standy-by					0
70	Other Reserves					0
71	**Total Excess Availability**					-15,000

Other Borrower Exposures:

Non-WFB Facilities	($000s)
Unicredit Facility LCs Issued	0
Unicredit Facility Outstandings	0
Shareholder Notes Outstanding	0
BBJ Note	0
Clinton Mortgage	0
Total	**0**

The undersigned, a Responsible Officer (as defined in the Credit Agreement referred to below) of Brooks Brothers, Inc. (the "Lead Borrower"), represents and warrants that (A) the information set forth above and the supporting documentation and information delivered herewith (i) is complete and correct in all respects, (ii) has been prepared in accordance with the requirements of that certain Credit Agreement dated June X, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, (1) the Lead Borrower, (2) the other Borrowers party thereto, (3) the Guarantors party thereto, (4) the Lenders party thereto, and (5) Wells Fargo Bank, National Association, as agent for the Lenders (in such capacity, the "Agent"), and (iii) is based on supporting documentation that is satisfactory to the Agent, (B) all accounts payable and taxes are being paid within stated terms or when due and (C) the Loan Parties are in compliance with, and after giving effect to any requested Credit Extensions will be in compliance with, the terms, conditions and provisions of the Credit Agreement, and (D) no Default or Event of Default (as such terms are defined in the Credit Agreement) has occurred and is continuing.

Brooks Brothers Group, Inc.

AUTHORIZED SIGNATURE:

Name: Steve Goldaper Title: Chief Financial Officer

WELLS FARGO

FILO BORROWING BASE CERTIFICATE

In $000s

Date: xx/xx/19

Period Covered: xx/xx/19

	COLLATERAL CATEGORY	AR00	AR01	IN10	IN11	IN12
	Description	**Credit Card A/R**	**RBA A/R**	**BBUS/CA Inventory**	**Golden Fleece Inventory**	**In-Transit Inventory**
1	Beginning Balance (From Previous report)	**0**	**0**	**0**	**0**	**0**
2	Additions to Collateral (AR - Gross Sales or Inv - Purchases)	0	0	0	0	0
3	Other Additions (Add back any non-A/R cash in line 3)	0	0	0	0	0
4	Deductions to Collateral (AR - Cash Received / Inv - COGS)	0	0	0	0	0
5	Deductions to Collateral (AR - Discounts, Inv - Returns)	0	0	0	0	0
6	Deductions to Collateral (Credit Memos, all)	0	0	0	0	0
7	Other **non-cash** credits to A/R	0	0	0	0	0
8	**Total Ending Collateral Balance**	0	0	0	0	0
9	Less Ineligible - Past Due >60PDD or >90PID	0	0			
10	Less Ineligible - Cross-age (50%)	0	0			
11	Less Ineligible - Aged Credits	0	0			
12	Less Ineligible - Customer Payables	0	0			
13	Less Ineligible - Intercompany	0	0			
14	Less Ineligible - Government	0	0			
15	Less Ineligible - Debit Memos	0	0			
16	Less Ineligible - Co-op Allowance	0	0			
17	Less Ineligible - Unapplied Cash	0	0			
18	Less Ineligible - Bank balance 'buffer'	0	0			
19	Less Ineligible - Other CC misc	0	0			
20	Less Ineligible - Net fees to exclude	0	0			
21	**Total Ineligibles AR before Cust Concentration**	**0**	**0**			
22	**Eligible AR Subtotal before Cust Concentration**	**0**	**0**			
23	Less Ineligible - Customer Concentration	0	0			
24	**Eligible Accounts Receivable**	**0**	**0**			
25	Less Ineligible - Inventory Reserve			0	0	0
26	Less Ineligible - Canada			0	0	0
27	Less Ineligible - In-transit to Canada			0	0	0
28	Less Ineligible - Domestic In-transit			0	0	0
29	Less Ineligible - Difference to General Ledger			0	0	0
30	Less Ineligible - Closed Stores			0	0	0
31	Less Ineligible - Garland Clearance Center			0	0	0
32	Less Ineligible - Third Party Facility			0	0	0
33	Less Ineligible - Madison Avenue			0	0	0
34	Less Ineligible - Special Order			0	0	0
35	Less Ineligible - Shrinkage Reserve			0	0	0
36	Less Ineligible - Destination not U.S.			0	0	0
37	Less Ineligible - Import In-transit Reserve			0	0	0
38	Less Ineligible - Miscellaneous			0	0	0
39	Less Ineligible - Other			0	0	0
40	**Total Ineligibles Inventory**			**0**	**0**	**0**
41	**Eligible Collateral Subtotal before In Transit Cap**	**0**	**0**	**0**	**0**	**0**
42	**Total Eligible Collateral**	**0**	**0**	**0**	**0**	**0**
	Does Eligible Collateral Tie to Revolving BB?	*YES*	*YES*	*YES*	*YES*	*YES*
43	AR Advance Rate %	**5%**	**5%**	5.0% of NOLV percentage	5.0% of NOLV percentage	5.0% of NOLV percentage
44	Inventory Advance Rate %			5.0%	5.0%	5.0%
45	Applicable NOLV (See Inv Adv, NOLV, Supp tab)			116.6%	116.6%	116.6%
46	NOLV% X Inventory Advance Rate %			**5.8%**	**5.8%**	**5.8%**
47	**Net Available - Borrowing Base Value**	**0**	**0**	**0**	**0**	**0**

48	**Total Collateral Availability Before Reserves**	**0**
49	Reserves	0
50	Reserves	0
51	**Total Reserves**	**0**
52	**Net Collateral Availability**	**0**
53	**FILO Facility**	**15,000**
54	**Maximum Borrowing Limit (Lesser of 52 or 53)**	**0**

	LOAN STATUS	
55	Beginning Principal Balance	15,000
56	Less: A. Prior Day's Paydowns	0
	B. Adjustments / Other	0
57	Add: A. Advance Request	0
	B. Adjustments / Fees Charged	0
58	**New Loan Balance**	**15,000**
59	**Availability Not Borrowed**	**FILO Reserve -15,000**

The undersigned, a Responsible Officer (as defined in the Credit Agreement referred to below) of Brooks Brothers, Inc. (the "Lead Borrower"), represents and warrants that (A) the information set forth above and the supporting documentation and information delivered herewith (i) is complete and correct in all respects, (ii) has been prepared in accordance with the requirements of that certain Credit Agreement dated June X, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by, among others, (1) the Lead Borrower, (2) the other Borrowers party thereto, (3) the Guarantors party thereto, (4) the Lenders party thereto, and (5) Wells Fargo Bank, National Association, as agent for the Lenders (in such capacity, the "Agent"), and (iii) is based on supporting documentation that is satisfactory to the Agent, (B) all accounts payable and taxes are being paid within stated terms or when due and (C) the Loan Parties are in compliance with, and after giving effect to any requested Credit Extensions will be in compliance with, the terms, conditions and provisions of the Credit Agreement, and (D) no Default or Event of Default (as such terms are defined in the Credit Agreement) has occurred and is continuing.

Brooks Brothers Group, Inc.

AUTHORIZED SIGNATURE:

Name: Steve Goldaper Title: Chief Financial Officer

EXHIBIT G

[FORM OF] CREDIT CARD NOTIFICATION

[PREPARE ON BORROWER LETTERHEAD - ONE FOR EACH PROCESSOR]

_____, 20__

To: [Name and Address of Credit Card Processor] (The "Processor")

Re: **[_____]** (the "Company")
Merchant Account Number: _____

Dear Sir/Madam:

Under various agreements between and among the Company, certain affiliates of the Company, Wells Fargo Bank, National Association, a national banking association with offices at One Boston Place, 18th Floor, Boston, MA 02108, as administrative agent and collateral agent (in such capacities, the "Agent") for a syndicate of lenders and other credit parties (the "Credit Parties") party to a Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Company has granted to the Agent, for its own benefit and the benefit of the other Credit Parties, a security interest in and to the Company's inventory, accounts, general intangibles (including payment intangibles), equipment, and other assets, including, without limitation, all amounts due or to become due from the Processor to the Company.

Under such agreements, the Company is obligated to deliver (or cause to be delivered) all proceeds of the Company's accounts, accounts receivable, payment intangibles and inventory to the Agent. Such proceeds include all payments with respect to credit card charges (the "Charges") submitted by the Company to the Processor for processing and the amounts which the Processor owes to the Company on account thereof (the "Credit Card Proceeds").

1. Until the Processor receives written notification from an officer of the Agent to the contrary, all amounts as may become due from time to time from the Processor to the Company shall continue to be transferred only as follows:

By ACH, Depository Transfer Check, or Electronic Depository Transfer to:

[Name of Bank
ABA # _____
Account No. _____
Re: _____]

2. From and after such time as Processor shall have received written notification from an officer of the Agent directing Processor to transfer amounts as may become due from time to time from the Processor to the Company in a manner contrary to the instructions set forth in paragraph (1) above, the Processor should transfer such amounts only as instructed from time to time in writing by an officer of the Agent.

3. Upon request of the Agent, a copy of each periodic statement provided by the Processor to the Company should be provided to the Agent at the following address (which address may be changed upon seven (7) days' written notice given to the Processor by the Agent):

Wells Fargo Bank, National Association
One Boston Place, 18th Floor
Boston, MA 02108
Attention: Jason Shanahan
Re: _____

4. The Processor shall be fully protected in acting on any order or direction by the Agent respecting the Charges and the Credit Card Proceeds without making any inquiry whatsoever as to the Agent's right or authority to give such order or direction or as to the application of any payment made pursuant thereto.

5. This notification may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this notification by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this notification.

This letter may be amended only by the written agreement of the Processor, the Company, and an officer of the Agent and may be terminated solely by written notice signed by an officer of the Agent.

Very truly yours,

[_____], as the Company

By: _____
Name:
Title:

Acknowledged and accepted this _____
day of _____, 20__:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent

By: _____
Name:
Title:

EXHIBIT H

[FORM OF] JOINDER AGREEMENT

This Joinder to Credit Agreement (this "Joinder") is made as of _____ __, 20__, by and among:

_____, a _____ (the "New [Borrower] [Guarantor]"), with its principal executive offices at _____; and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association having a place of business at One Boston Place, 18th Floor, Boston, MA 02108, as administrative agent and collateral agent (in such capacities, the "Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below); and

W I T N E S S E T H:

A. Reference is made to the Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time (together with the Lead Borrower, the "Existing Borrowers"), (iii) the Guarantors party thereto from time to time (the "Existing Guarantors" and together with the Existing Borrowers, collectively, the "Loan Parties"), (iv) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent"), L/C Issuer and Swing Line Lender, and (v) the other Lenders party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Credit Agreement.

B. The New [Borrower][Guarantor] desires to become a party to, and bound by the terms of, the Credit Agreement and the other Loan Documents in the same capacity and to the same extent as the Existing [Borrowers][Guarantors] thereunder.

C. Pursuant to the terms of the Credit Agreement, in order for the New [Borrower][Guarantor] to become party to the Credit Agreement and the other Loan Documents as provided herein, the New [Borrower][Guarantor] and the Existing [Borrowers][Guarantors] are required to execute this Joinder.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

2. Joinder and Assumption of Obligations. Effective as of the date of this Joinder, the New [Borrower][Guarantor] hereby acknowledges that the New [Borrower][Guarantor] has received and reviewed a copy of the Credit Agreement, and hereby:

1. joins in the execution of, and becomes a party to, the Credit Agreement as a [Borrower][Guarantor], as indicated by its signature below;

2. covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments (other than covenants, agreements, liabilities and acknowledgments which specifically relate solely to an earlier date) of a [Borrower][Guarantor] under the Credit Agreement and the other Loan Documents, in each case, with the same force and effect as if such New [Borrower][Guarantor] was a signatory to the Credit Agreement and the other Loan Documents and was expressly named as a [Borrower][Guarantor] therein; and

3. assumes and agrees to perform all applicable duties and Obligations of a Loan Party under the Credit Agreement and the other Loan Documents.

3. Representations and Warranties. The New [Borrower][Guarantor] hereby makes all representations, warranties and other statements (other than representations, warranties and statements which specifically relate to an earlier date) of a [Borrower][Guarantor] under the Credit Agreement and the other Loan Documents, in each case, with the same force and effect as if such New [Borrower][Guarantor] was a signatory to the Credit Agreement and the other Loan Documents and was expressly named as a [Borrower][Guarantor] therein.

4. Schedules. To the extent that any changes in any representations, warranties, and covenants require any amendments to the Schedules to the Credit Agreement, Schedules to the Security Agreement, or any of the other Loan Documents, such Schedules are hereby updated, as evidenced by any supplemental Schedules (if any) annexed to this Joinder as Exhibit A.

5. Ratification of Loan Documents. All of the terms and conditions of the Credit Agreement and of the other Loan Documents shall remain in full force and effect as in effect prior to the date hereof, without releasing any Loan Party thereunder or Collateral therefor.

6. Conditions Precedent to Effectiveness. This Joinder shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Agent:

1. This Joinder shall have been duly executed and delivered by the respective parties hereto, and shall be in full force and effect and shall be in form and substance reasonably satisfactory to the Agent.

2. All action on the part of the New [Borrower][Guarantor] and the other Loan Parties necessary for the valid execution, delivery and performance by the New [Borrower][Guarantor] of this Joinder and all other documentation, instruments, and agreements required to be executed in connection herewith shall have been duly and effectively taken and evidence thereof reasonably satisfactory to the Agent shall have been provided to the Agent.

3. The New [Borrower][Guarantor] (and each other Loan Party, to the extent requested by the Agent) shall each have delivered the following to the Agent, in form and substance reasonably satisfactory to the Agent:

   i. Certificate of legal existence and good standing issued by the Secretary of State or other Governmental Authority of the jurisdiction of its incorporation, formation or organization.

   ii. A certificate of an authorized officer of the New [Borrower][Guarantor] certifying as to due adoption, continued effectiveness, and setting forth the text,

of each corporate resolution adopted in connection with the assumption of obligations under the Credit Agreement and the other Loan Documents, and attesting to the true signatures of each Person authorized as a signatory to any of the Loan Documents, together with true and accurate copies of all Organization Documents.

iii. A Perfection Certificate with respect to such New [Borrower][Guarantor] in the form delivered by the Loan Parties on the Closing Date.

iv. Execution and delivery by the New [Borrower][Guarantor] of the following Loan Documents, unless waived by the Agent:

a) Joinder to the Security Agreement;

b) [Joinder of the Guaranty];[17]

c) [Joinders to the Notes, as applicable];

d) [Blocked Account Agreement with _____, as applicable];

e) [Joinder to each other Security Document, as applicable]; and

f) Such other documents, agreements and certificates as the Agent may reasonably require.

4. The Agent shall have received a favorable written legal opinion of counsel to the New [Borrower][Guarantor] addressed to the Agent and the other Lenders, covering such matters relating to the New [Borrower][Guarantor], the Loan Documents and/or the transactions contemplated thereby as the Agent shall reasonably request.

5. The Agent shall have received (i) the results of (x) searches of the UCC filings (including, as applicable, the PPSA and Bank Act (Canada) security or equivalent filings) and (y) judgment and tax lien searches, made with respect to the New [Borrower][Guarantor] in the states or other jurisdictions of formation of such Person and with respect to such other locations and names listed on the Perfection Certificate, and (ii) all documents and instruments, including UCC financing statements, Blocked Account Agreements and Credit Card Notifications, required by law or reasonably requested by the Agent to create or perfect the first priority Lien (subject only to Permitted Encumbrances) intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the reasonable satisfaction of the Agent.

6. The Agent shall have received certificates of insurance and, if needed, endorsements for the insurance policies carried by the New Borrower or under which the New Borrower is covered as an insured.

7. All reasonable fees and Credit Party Expenses incurred by the Agent in connection with the preparation and negotiation of this Joinder and related documents (including the fees and expenses of counsel to the Agent) shall have been paid in full by the Borrowers.

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[17] To be entered into by a New Guarantor.

8. The Loan Parties shall have executed and delivered to the Agent such additional documents, instruments, and agreements as the Agent may reasonably request.

7. Miscellaneous.

1. This Joinder may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Joinder by facsimile or other electronic imaging means (*e.g.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Joinder.

2. This Joinder expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

3. Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.

4. THIS JOINDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS JOINDER AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[*Signature Pages Follow***]**

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth above.

NEW [BORROWER][GUARANTOR]:

[_____]

By: _____
Name:
Title:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

BROOKS BROTHERS GROUP, INC.,
as Lead Borrower

By:_____
Name:
Title:

[INSERT OTHER LOAN PARTIES],
[as an Existing Borrower / Guarantor]

By:_____
Name:
Title:

EXHIBIT I

[RESERVED]

EXHIBIT J

[RESERVED]

EXHIBIT K

[FORM OF] BANK PRODUCT PROVIDER LETTER AGREEMENT

[Letterhead of Specified Bank Product Provider]

[Date]

Wells Fargo Bank, National Association, as Agent
One Boston Place, 18th Floor
Boston, Massachusetts 02108
Attention: Portfolio Manager – Brooks Brothers

Reference is hereby made to the Credit Agreement, dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Brooks Brothers Group, Inc., a Delaware corporation ("Lead Borrower"), certain of its subsidiaries, the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Wells Fargo Bank, National Association, a national banking association, as administrative agent and collateral agent for the Lenders (together with its successors and assigns in such capacities, "Agent"). Capitalized terms used herein but not specifically defined herein shall have the meanings assigned to them in the Credit Agreement.

Reference is also made to that certain [describe the agreement with respect to the applicable Bank Product or Cash Management Service] (the "Specified Bank Product Agreement [Agreements]") dated as of [_____] by and between [Agent, Lender or Affiliate of Agent or Lender] (the "Specified Bank Product Provider") and [identify the Loan Party or Subsidiary].

1. Appointment of Agent. The Specified Bank Product Provider hereby designates and appoints Agent, and Agent by its signature below hereby accepts such appointment, as its agent under the Credit Agreement and the other Loan Documents. The Specified Bank Product Provider hereby acknowledges that it has reviewed Article IX of the Credit Agreement (collectively such sections therein are referred to herein as the "Agency Provisions"), including, as applicable, the defined terms referenced therein (but only to the extent used therein), and agrees to be bound by the provisions thereof. The Specified Bank Product Provider and Agent each agree that the Agency Provisions which govern the relationship, and certain representations, acknowledgements, appointments, rights, restrictions, and agreements, between the Agent, on the one hand, and the Credit Parties, on the other hand, shall, from and after the date of this letter agreement also apply to and govern, *mutatis mutandis*, the relationship between the Agent, on the one hand, and the Specified Bank Product Provider with respect to the Bank Products provided pursuant to the Specified Bank Product Agreement[s], on the other hand.

2. Acknowledgement of Certain Provisions of Credit Agreement. The Specified Bank Product Provider hereby acknowledges that it has reviewed the provisions of Sections 8.02, 8.03, 9.10, 9.12, 9.16, 9.17, 10.01, 10.02, 10.06 and 10.11 of the Credit Agreement, including, as applicable, the defined terms referenced therein, and agrees to be bound by the provisions thereof. Without limiting the generality of any of the foregoing referenced provisions, the Specified Bank Product Provider understands and agrees that its rights and benefits under the Loan Documents consist solely of it being a beneficiary of the Liens and security interests granted to Agent and the right to share in Collateral as set forth in the Credit Agreement.

3. Reporting Requirements. Agent shall have no obligation to calculate the amount due and payable with respect to any [Bank Products][Cash Management Services]. On a monthly basis (not later than the 10th Business Day of each calendar month) or as more frequently as Agent shall reasonably request, the Specified Bank Product Provider agrees to provide Agent with a written report, in form and substance satisfactory to Agent, detailing the Specified Bank Product Provider's reasonable determination of the credit exposure (and mark-to-market exposure) of Lead Borrower and its Subsidiaries in respect of the [Bank Products][Cash Management Services], provided by the Specified Bank Product Provider pursuant to the Specified Bank Products Agreement[s]. If Agent does not receive such written report within the time period provided above, the credit exposure of Lead Borrower and its Subsidiaries with respect to the [Bank Products][Cash Management Services] provided pursuant to the Specified Bank Products Agreement[s] shall be deemed to be zero; except, that, notwithstanding the foregoing, to the extent that Agent has previously received a written report from such Specified Bank Product Provider that includes the credit exposure, the credit exposure shall be deemed to be the amount set forth in the most recently delivered written report (less any distributions made to such Specified Bank Product Provider on account thereof), unless such Specified Bank Product Provider notifies Agent otherwise.

4. [Bank Product Reserve][Cash Management Reserve] Conditions. The Specified Bank Product Provider further acknowledges and agrees that Agent shall have the right, but shall have no obligation to establish, maintain, relax or release Reserves, as and to the extent permitted under the terms of the Credit Agreement, in respect of any of the [Bank Product Obligations][obligations in respect of Cash Management Services] and that if such Reserves are established there is no obligation on the part of the Agent to determine or insure whether the amount of any such Reserve is appropriate or not. If Agent so chooses to implement a Reserve, the Specified Bank Product Provider acknowledges and agrees that Agent shall be entitled to rely on the information in the reports described above to establish the [Bank Product Reserve][Cash Management Reserve] amount.

5. Bank Product Obligations. From and after the delivery to Agent of this letter agreement duly executed by the Specified Bank Product Provider and the acknowledgement of this letter agreement by Agent and Lead Borrower, the obligations and liabilities of Lead Borrower and its Subsidiaries to the Specified Bank Product Provider in respect of [Bank Products][Cash Management Services] evidenced by the Specified Bank Product Agreement[s] shall constitute [Bank Product Obligations][obligations in respect of Cash Management Services] (and which, in turn, shall constitute Obligations), and the Specified Bank Product Provider shall constitute a Bank Product Provider. The Specified Bank Product Provider acknowledges that other Bank Products or Cash Management Services (which may or may not be Specified Bank Products) may exist at any time.

6. Notices. All notices and other communications provided for hereunder shall be given in the form and manner provided in Section 10.02 of the Credit Agreement, and, if to Agent, shall be mailed, sent, or delivered to Agent in accordance with Section 10.02 in the Credit Agreement, if to Borrowers, shall be mailed, sent, or delivered to Borrowers in accordance with Section 10.02 in the Credit Agreement, and, if to the Specified Bank Product Provider, shall be mailed, sent or delivered to the address set forth below, or, in each case as to any party, at such other address as shall be designated by such party in a written notice to the other party.

a. If to the Specified Bank

Product Provider: _____

Attn: _____

Fax No. _____

7. Termination. This letter agreement may be terminated by the Lead Borrower and Specified Bank Product Provider at any time upon prior written notice to the Agent signed by the Lead Borrower and Specified Bank Product Provider.

8. Miscellaneous. This letter agreement is for the benefit of the Agent, the Specified Bank Product Provider, the Borrowers and each of their respective permitted successors and permitted assigns (including any successor agent pursuant to Section 9.06 of the Credit Agreement, but excluding any successor or assignee of a Specified Bank Product Provider that does not qualify as a Bank Product Provider). Unless the context of this letter agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile or other means of electronic transmission shall be equally effective as delivery of a manually executed counterpart.

9. Governing Law.

a. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

b. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES 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 ANY PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

c. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT 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 APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

d. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. 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 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 PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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.

[Signature Pages Follow]

Sincerely,

[SPECIFIED BANK PRODUCT PROVIDER]

By: _____

Name: _____

Title: _____

Acknowledged, accepted, and agreed
as of the date first written above:

BROOKS BROTHERS GROUP, INC., as Lead Borrower

By: _____

Name: _____

Title: _____

Acknowledged, accepted, and
agreed as of the date first written above:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: _____

Title: _____

THIS IS **EXHIBIT "I"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT dated as of April 22, 2020 (this "First Amendment") by and among (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the Borrowers party hereto, (iii) the Guarantors party hereto, (iv) the Lenders party hereto and (v) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Guarantors, the Agent and the Lenders are party to that certain Credit Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions contained therein, to extend credit to the Borrowers; and

WHEREAS, the Loan Parties, the Lenders and the Agent have agreed to amend the Credit Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties signatory hereto agree as follows:

1. Defined Terms. Except as otherwise defined in this First Amendment, terms defined in the Credit Agreement are used herein as defined therein.

2. Representations and Warranties. Each Loan Party hereby represents and warrants that (a) no Default or Event of Default has occurred and is continuing; and (b) after giving effect to this First Amendment, all representations and warranties contained in the Credit Agreement and each other Loan Document are true and correct in all material respects on and as of the date hereof, except (i) to the extent that such representations and warranties refer to an earlier date, in which case they shall be true and correct as of such earlier date, and (ii) in the case of any representation and warranty qualified by materiality, in which case they shall be true and correct in all respects.

3. Amendments to Credit Agreement. Subject to the satisfaction of the conditions precedent specified in Section 4 below, Section 1.01 of the Credit Agreement is hereby amended by deleting the following definitions appearing therein in their entirety and inserting in lieu thereof the following definitions:

"Bank Product Obligations" means any obligation on account of any transaction with a Bank Product Provider, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time; provided, that, in order for any item described in the definition of Bank Products to be the basis for "Bank Product Obligations" entitled to application of proceeds pursuant to clause Eleventh of Section 8.03, (a) if the applicable Bank Product Provider is Wells Fargo or its Affiliates, then, if reasonably requested by the Agent , the Agent shall have received a Bank Product Provider Letter Agreement within ten (10) Business Days after the date of such request, or (b) if the applicable Bank Product Provider is any other Person, the Agent shall have received a Bank Product Provider Letter Agreement on the Closing Date in the case of any Bank Product in effect on the Closing Date or within ten (10) Business Days (or such later date as agreed to by the Agent in its sole discretion) after the date of the provision of the applicable Bank Product to any Loan Parties or their Subsidiaries, as

applicable.

"Bank Product Provider" means the Agent, any Lender or any Affiliate of Agent or any such Lender (determined at the time the relevant Bank Product Provider Letter Agreement is entered into) that provides any Bank Products or Cash Management Services to a Loan Party.

"Bank Products" means any banking products and services or facilities (but excluding Cash Management Services) provided to any Loan Party by a Bank Product Provider including, without limitation, on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, (f) print services, and (g) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication.

"Cash Management Services" means any cash management services or facilities, including, without limitation: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) credit or debit cards, (d) any services related to the acceptance and/or processing of payment cards or devices, and (e) purchase cards, in each case, provided to any Loan Party by a Bank Product Provider.

"Loan Documents" means this Agreement, each Note, each Issuer Document, all Borrowing Base Certificates, the Security Documents, each Facility Guaranty, each Request for Credit Extension, the Subordination Agreements, the Perfection Certificate and any other instrument or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction arising out of any Cash Management Services and Bank Products provided by any Bank Product Provider, each as amended and in effect from time to time; provided, that, for purposes of the definition of "Material Adverse Effect" and Article VII, "Loan Documents" shall not include agreements relating to Cash Management Services and Bank Products. 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.

"Other Liabilities" means collectively (a) any Bank Product Obligations and (b) any obligation on account of any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries, provided, that, in order for any item described in the definition of Cash Management Services to be the basis for "Other Liabilities" entitled to application of proceeds pursuant to clause Eleventh of Section 8.03, (i) if the applicable Bank Product Provider is Wells Fargo or its Affiliates, then, if reasonably requested by the Agent, the Agent shall have received a Bank Product Provider Letter Agreement within ten (10) Business Days after the date of such request, or (ii) if the applicable Bank Product Provider is any other Person, the Agent shall have received a Bank Product Provider Letter Agreement on the Closing Date in the case of any Cash Management Services in effect on the Closing Date or within ten (10) Business Days (or such later date as agreed to by the Agent in its sole discretion) after the date of the commencement of the provision of the applicable Cash Management Services to any Loan Parties or their Subsidiaries, as applicable, as each may be amended from time to time.

4. Conditions to Effectiveness. This First Amendment shall not be effective until the Agent shall have received this First Amendment duly executed by all parties hereto and in full force and effect.

5. Effect on Loan Documents. The Credit Agreement and the other Loan Documents, after giving effect to this First Amendment, shall be and remain in full force and effect in accordance with their terms and hereby are ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this First Amendment shall not operate as a waiver of any right, power, or remedy of the Agent or any other Credit Party under the Credit Agreement or any other Loan Document, as in effect prior to the date hereof. Each Loan Party hereby ratifies and confirms in all respects all of its obligations under the Loan Documents to which it is a party and each Loan Party hereby ratifies and confirms in all respects any prior grant of a security interest under the Loan Documents to which it is party.

6. No Novation; Entire Agreement. This First Amendment evidences solely the amendment of certain specified terms and obligations of the Loan Parties under the Credit Agreement and is not a novation or discharge of any of the other obligations of the Loan Parties under the Credit Agreement. There are no other understandings, express or implied, among the Loan Parties, the Agent and the Lenders regarding the subject matter hereof or thereof.

7. Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

8. Counterparts; Effectiveness. This First Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this First Amendment.

9. Construction. This First Amendment is a Loan Document. This First Amendment and the Credit Agreement shall be construed collectively and in the event that any term, provision or condition of any of such documents is inconsistent with or contradictory to any term, provision or condition of any other such document, the terms, provisions and conditions of this First Amendment shall supersede and control the terms, provisions and conditions of the Credit Agreement.

10. Miscellaneous. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by each of the parties hereto as a sealed instrument as of the date first above written.

BROOKS BROTHERS GROUP, INC., as Lead Borrower and a Borrower

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RBA WHOLESALE, LLC, as a Borrower

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

GOLDEN FLEECE MANUFACTURING GROUP, LLC, as a Borrower

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS CANADA LTD.,
as a Guarantor

By: _____
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS INTERNATIONAL, LLC,
as a Guarantor

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, as a Guarantor

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., as a Guarantor

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

696 WHITE PLAINS ROAD, LLC, as a Guarantor

By: Brooks Brothers Group, Inc., as its sole member

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent and a Lender

By: _____
Name: Michele L. Riccobono
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., as a Lender

By: _____
Name: Joon Hur
Title: Executive Director

BANK OF AMERICA, N.A., as a Lender

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Senior Vice President

TD Bank, N.A., as a Lender

By: _____
Name: Dean Whalen
Title: Vice President

THIS IS **EXHIBIT "J"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

CANADIAN GUARANTEE

CANADIAN GUARANTEE dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Guarantee") made by (a) (i) BROOKS BROTHER CANADA LTD. ("Brooks Brothers Canada") and (ii) THE OTHER GUARANTORS FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (collectively, the "Additional Guarantors" and together with Brooks Brothers Canada, the "Guarantors", and individually, a "Guarantor"), in favour of (b) WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent and collateral agent (in such capacities, the "Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, (i) Brooks Brothers Group, Inc., a Delaware corporation (the "Lead Borrower"), (ii) the other Borrowers party thereto from time to time, (iii) Brooks Brothers Canada and the other Guarantors party thereto from time to time, (iv) the Agent, and (v) the Lenders party thereto from time to time (collectively, the "Lenders", and individually, a "Lender"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to make L/C Credit Extensions for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

WHEREAS, each Guarantor acknowledges that it is an integral part of a consolidated enterprise and that it will receive direct and indirect benefits from the availability of the credit facility provided for in the Credit Agreement, from the making of the Loans by the Lenders, and the making of L/C Credit Extensions by the L/C Issuer.

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to make L/C Credit Extensions are each conditioned upon, among other things, the execution and delivery by the Guarantors of a guarantee in the form hereof. As consideration therefor, and in order to induce the Lenders to make Loans and the L/C Issuer to make L/C Credit Extensions, the Guarantors are willing to execute this Guarantee.

Accordingly, each Guarantor hereby agrees as follows:

SECTION 1. Guarantee. Each Guarantor irrevocably and unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment when due (whether at the stated maturity, by required prepayment, by acceleration or otherwise) and performance by the Borrowers of all Obligations (collectively, the "Guaranteed Obligations"), including all such Guaranteed Obligations which shall become due but for the operation of any Debtor Relief Laws. Each Guarantor 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 will remain bound upon this Guarantee notwithstanding any extension or renewal of any Guaranteed Obligation.

SECTION 2. Guaranteed Obligations Not Affected. To the fullest extent permitted by applicable Law, each Guarantor waives presentment to, demand of payment from, and protest to, any Loan Party of any of the Guaranteed Obligations, and also waives notice of acceptance of this Guarantee, notice of protest for nonpayment and all other notices of any kind. To the fullest extent permitted by applicable Law, the obligations of each Guarantor hereunder shall not be affected by (a) the failure of the Agent or any other Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any Loan Party under the provisions of the Credit Agreement, any other Loan Document or otherwise or against any other party with respect to any of the Guaranteed Obligations, (b) any rescission, waiver, amendment or modification of, or any release from, any of the terms or provisions of this Guarantee, any other Loan Document or any other agreement, with respect to any Loan Party or with respect to the Guaranteed Obligations, (c) the failure to perfect any security interest in, or the release of, any of the Collateral held by or on behalf of the Agent or any other Credit Party, or (d) the lack of legal existence of any Loan Party or legal obligation to discharge any of the Guaranteed Obligations by any Loan Party for any reason whatsoever, including, without limitation, in any proceeding under any Debtor Relief Laws with respect to such Loan Party.

SECTION 3. Security. Each of the Guarantors hereby acknowledges and agrees that the Agent, for itself and on behalf of each of the other Credit Parties may (a) take and hold security for the payment of this Guarantee and the Guaranteed Obligations and exchange, enforce, waive and release any such security, (b) apply such security and direct the order or manner of sale thereof as they in their sole discretion may determine, and (c) release or substitute any one or more endorsees, the Borrowers, other Guarantors or other obligors, in each case without affecting or impairing in any way the liability of any Guarantor hereunder.

SECTION 4. Guarantee of Payment. Each of the Guarantors further agrees that this Guarantee constitutes a guarantee of payment and performance when due of all Guaranteed Obligations and not of collection and, to the fullest extent permitted by applicable Law, waives any right to require that any resort be had by the Agent or any other Credit Party to any of the Collateral or other security held for payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Agent or any other Credit Party in favour of any Loan Party or any other Person or to any other guarantor of all or part of the Guaranteed Obligations. Any payment required to be made by the Guarantors hereunder may be required by the Agent, for and on behalf of itself or any other Credit Party, on any number of occasions and shall be payable to the Agent, for the benefit of the Credit Parties, in the manner provided in the Credit Agreement.

SECTION 5. Indemnification. Without limiting any of their indemnification obligations under the Credit Agreement or the other Loan Documents, and without duplication of any indemnification provided for under the Credit Agreement or the other Loan Documents, each of the Guarantors, jointly and severally, shall indemnify the Credit Parties and their Related Parties, in each case, as and to the extent set forth in Section 10.04(b) of the Credit Agreement, which shall apply to this Guarantee, *mutatis mutandis*, as if set forth in this Guarantee.

SECTION 6. No Discharge or Diminishment of Guarantee. The obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations, except contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, subject in each case to the provisions of SECTION 12),

including any claim of waiver, release, surrender, alteration or compromise of any of the Guaranteed Obligations, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the Guaranteed Obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Guarantee, the Credit Agreement, any other Loan Document or any other agreement, (ii) any waiver or modification of any provision of any thereof, (iii) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations, or (iv) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of Law or equity (other than the payment in full in cash of the Guaranteed Obligations, except contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, subject in each case to the provisions of SECTION 12).

SECTION 7. Defenses of Loan Parties Waived. To the fullest extent permitted by applicable Law, each of the Guarantors waives (a) any defense (other than the defense of payment in full in cash of the Guaranteed Obligations, except contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, subject in each case to the provisions of SECTION 12) based on or arising out of any defense of such Guarantor or any other Loan Party, or the unenforceability of the Guaranteed Obligations or any part thereof for any cause, or the cessation for any cause whatsoever (including any act or omission of any Credit Party) of the liability of any Guarantor or any other Loan Party; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of such Guarantor or any other Loan Party; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to require the Credit Parties to proceed against such Guarantor or any other Loan Party, proceed against or exhaust any security for the Guaranteed Obligations, or pursue any other remedy in any Credit Party's power whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by the Credit Parties; and (f) any and all other defenses or benefits that may be derived from or afforded by applicable Law limiting the liability of or exonerating guarantors or sureties. Each Guarantor hereby acknowledges that the Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Loan Party, or exercise any other right or remedy available to them against any Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent that the Guaranteed Obligations have been paid in full in cash, other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, subject in each case to the provisions of SECTION 12. Pursuant to, and to the extent permitted by, applicable Law, each of the Guarantors waives any defense arising out of any such election and waives any benefit of and right to participate in any such foreclosure action, even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Loan Party, as the case may be, or any security. Each Guarantor agrees that it shall not assert any claim in competition with the Agent or any other Credit Party in respect of any payment made hereunder in any proceeding under any Debtor Relief Laws.

SECTION 8. Agreement to Pay; Subordination. In furtherance of the foregoing and not in limitation of any other right that the Agent or any other Credit Party has at Law or in equity against any Guarantor by virtue hereof, upon the failure of any Loan Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each of the Guarantors hereby promises to and will forthwith pay, or cause to be paid, to the Agent or such other Credit Party as designated thereby in cash the amount of such unpaid Guaranteed Obligations. Upon payment by any Guarantor of any sums to the Agent or any other Credit Party as provided above, all rights of such Guarantor against any Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full in cash of all the Guaranteed Obligations. In addition, any indebtedness of the Borrowers or any other Loan Party now or hereafter held by any Guarantor is hereby subordinated in right of payment to the prior payment in full in cash of all of the Guaranteed Obligations. Notwithstanding the foregoing, prior to the occurrence of an Event of Default, the Borrowers or any other Loan Party may make payments to any Guarantor on account of any such indebtedness. After the occurrence and during the continuance of an Event of Default, none of the Guarantors will demand, sue for, or otherwise attempt to collect any such indebtedness until the payment in full in cash of the Guaranteed Obligations (other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made), termination or expiration of the Commitments, and termination of the L/C Issuer's obligation to make L/C Credit Extensions under the Credit Agreement. If any amount shall erroneously be paid to any Guarantor on account of (a) such subrogation, contribution, reimbursement, indemnity or similar right or (b) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Agent to be credited against the payment of the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement.

SECTION 9. Limitation on Guarantee of Guaranteed Obligations. In any action or proceeding under any Debtor Relief Laws with respect to any Guarantor, if the obligations of such Guarantor under SECTION 1 hereof would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under said SECTION 1, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Credit Party, the Agent or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

SECTION 10. Information. Each of the Guarantors assumes all responsibility for being and keeping itself informed of each Loan Party's 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 such Guarantor assumes and incurs hereunder, and agrees that none of the Agent or the other Credit Parties will have any duty to advise any of the Guarantors of information known to it or any of them regarding such circumstances or risks.

SECTION 11. Additional Guarantors. Pursuant to Section 6.14 of the Credit Agreement, certain Subsidiaries may be required to enter into this Guarantee. Upon execution and delivery, after the Closing Date, by the Agent and any such Subsidiary of a joinder agreement in

substantially the form of Exhibit H attached to the Credit Agreement (or otherwise in form and substance satisfactory to the Agent), such Subsidiary shall become a Guarantor hereunder with the same force and effect as if originally named as a Guarantor hereunder. The execution and delivery of any such joinder agreement shall not require the consent of any Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to this Guarantee.

SECTION 12. Termination. This Guarantee (a) shall terminate when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees, costs, expenses and other Guaranteed Obligations shall have been paid in full, other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Agent and the L/C Issuer to the extent provided in the Credit Agreement, and (iv) all L/C Obligations shall have been paid in full in cash, and (b) shall continue to be effective or be reinstated, as the case may be, with respect to any payment, or any part thereof, of any Guaranteed Obligation that is rescinded or must otherwise be restored by any Credit Party or any Guarantor upon the bankruptcy, insolvency, liquidation, receivership, arrangement or reorganization of any Loan Party or otherwise. In connection with any termination pursuant to this SECTION 12, the Agent will, at the Guarantor's expense, execute and deliver to such Guarantor such documents and take such other actions as such Guarantor may reasonably request to release such Guarantor from its obligations under this Guarantee and each other applicable Loan Document, in each case, in accordance with the terms of the Loan Documents.

SECTION 13. Costs of Enforcement. Without limiting any of their obligations under the Credit Agreement or the other Loan Documents, and without duplication of any fees or expenses provided for under the Credit Agreement or the other Loan Documents, the Guarantors, jointly and severally, agree to pay all Credit Party Expenses in a manner consistent with Section 10.04(a) of the Credit Agreement, which shall apply to this Guarantee, *mutatis mutandis*, as if set forth in this Guarantee.

SECTION 14. Binding Effect; Several Agreement; Assignments. Whenever in this Guarantee any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Guarantors that are contained in this Guarantee shall bind and inure to the benefit of each of the Guarantors and its respective successors and assigns. This Guarantee shall be binding upon each of the Guarantors and their respective successors and assigns, and shall inure to the benefit of the Agent and the other Credit Parties, and their respective successors and assigns, except that no Guarantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such attempted assignment or transfer shall be void), except as expressly permitted by this Guarantee or the Credit Agreement. This Guarantee shall be construed as a separate agreement with respect to each Guarantor and may be amended, modified, supplemented, waived or released with respect to any Guarantor without the approval of any other Guarantor and without affecting the obligations of any other Guarantor hereunder.

SECTION 15. Waivers; Amendment.

(a) The rights, remedies, powers, privileges, and discretions of the Agent hereunder and under applicable Law (herein, the "Agent's Rights and Remedies") shall

be cumulative and not exclusive of any rights or remedies which they would otherwise have. No delay or omission by the Agent in exercising or enforcing any of the Agent's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Agent of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Agent's Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Agent and any Person, at any time, shall preclude the other or further exercise of the Agent's Rights and Remedies. No waiver by the Agent of any of the Agent's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Agent's Rights and Remedies may be exercised at such time or times and in such order of preference as the Agent may determine. The Agent's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Guaranteed Obligations. No waiver of any provisions of this Guarantee or any other Loan Document or consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor or any other Guarantor to any other or further notice or demand in the same, similar or other circumstances.

(b) Neither this Guarantee nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Agent and the Guarantor or Guarantors with respect to whom such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

SECTION 16. Copies and Facsimiles. This instrument and all documents which have been or may be hereinafter furnished by the Guarantors to the Agent may be reproduced by the Agent by any photographic, microfilm, xerographic, digital imaging, or other process. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). Any facsimile or other electronic transmission which bears proof of transmission shall be binding on the party which or on whose behalf such transmission was initiated and likewise so admissible in evidence as if the original of such facsimile or other electronic transmission had been delivered to the party which or on whose behalf such transmission was received.

SECTION 17. Governing Law. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

SECTION 18. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement, provided that communications and notices to the Guarantors may be delivered to the Lead Borrower on behalf of each of the Guarantors.

SECTION 19. Survival of Agreement; Severability.

(a) All covenants, agreements, indemnities, representations and warranties made by the Guarantors herein and in the certificates or other instruments delivered in connection with or pursuant to this Guarantee, the Credit Agreement or any other Loan Document shall be considered to have been relied upon by the Agent and the other Credit Parties and shall survive the execution and delivery of this Guarantee, the Credit Agreement and the other Loan Documents and the making of any Loans by the Lenders and the issuance of any Letters of Credit by the L/C Issuer, regardless of any investigation made by the Agent or any other Credit Party or on their behalf and notwithstanding that the Agent or other Credit Party may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended, and shall continue in full force and effect until terminated as provided in SECTION 12 hereof. The provisions of SECTION 5 and SECTION 13 hereof shall survive and remain in full force and effect regardless of the repayment of the Guaranteed Obligations, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Guarantee or any provision hereof.

(b) Any provision of this Guarantee 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 hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 20. Counterparts. This Guarantee may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Guarantee by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Guarantee.

SECTION 21. Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.09 of the Credit Agreement shall be applicable to this Guarantee.

SECTION 22. Jurisdiction; Waiver of Venue; Service of Process; Actions Commenced by Guarantors.

(a) Each Guarantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto, and any appellate court from any thereof, in any action or proceeding arising out of or related to this Guarantee, or for recognition or enforcement of any judgment, and each of the Guarantors hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Ontario court. Each of the Guarantors 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 Guarantee or in any other Loan Document shall affect any right that any Credit Party may otherwise have to bring any action or proceeding related to this Guarantee or any other Loan Document against any Guarantor or its properties in the courts of any jurisdiction.

(b) Each Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guarantee in any court referred to in paragraph (a) of this Section. Each of the Guarantors hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 18. Nothing in this Guarantee will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(d) Each Guarantor agrees that any action commenced by any Guarantor asserting any claim or counterclaim arising under or in connection with this Guarantee shall be brought solely in a court of the Province of Ontario sitting in Toronto and consents to the exclusive jurisdiction of such courts with respect to any such action.

SECTION 23. 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 GUARANTEE OR 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 PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 GUARANTEE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have causes this Guarantee to be duly executed by their respective authorized officers as of the date first above written.

GUARANTORS:

BROOKS BROTHERS CANADA LTD.

By: _____
Name: Steven Goldaper
Title: Treasurer

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: William Chan
Title: Director

THIS IS **EXHIBIT "K"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

CANADIAN SECURITY AGREEMENT

by

BROOKS BROTHERS CANADA LTD.
as Guarantor

and

THE OTHER BORROWERS AND GUARANTORS PARTY HERETO
FROM TIME TO TIME

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

Dated as of June 28, 2019

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CANADIAN SECURITY AGREEMENT

CANADIAN SECURITY AGREEMENT dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Security Agreement") made by (i) Brooks Brothers Canada Ltd., an Ontario corporation (the "Brooks Brothers Canada"), (ii) ANY BORROWERS FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (the "Additional Borrowers") and (iii) THE OTHER GUARANTORS FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (the "Additional Guarantors"), as pledgors, assignors and debtors (Brooks Brothers Canada, the Additional Borrowers and the Additional Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favour of WELLS FARGO BANK, NATIONAL ASSOCIATION, having an office at One Boston Place, 18th Floor, Boston, Massachusetts 02108, in its capacity as administrative agent and collateral agent for the Credit Parties (as defined in the Credit Agreement referred to below) pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Agent").

R E C I T A L S :

A. Brooks Brothers Group, Inc., a Delaware corporation, as lead borrower for itself and the other Borrowers (the "Lead Borrower"), the other Borrowers party thereto (together with the Additional Borrowers, collectively, the "Borrowers"), Brooks Brothers Canada and the other Guarantors party thereto (together with the Additional Guarantors, collectively, the "Guarantors"), the Agent, and the Lenders party thereto, among others, have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Brooks Brothers Canada and the certain other Guarantors from time to time party thereto have, pursuant to that certain Canadian Guarantee dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee"), among other things, unconditionally guaranteed the Guaranteed Obligations (as defined in the Guarantee).

C. The Borrowers and the Guarantors will receive substantial benefits from the execution, delivery and performance of the Obligations and the Guaranteed Obligations and each is, therefore, willing to enter into this Security Agreement.

D. This Security Agreement is given by each Grantor in favour of the Agent for the benefit of the Credit Parties to secure the payment and performance of all of the Secured Obligations (as hereinafter defined).

E. It is a condition to the obligations of the Lenders to make the Loans under the Credit Agreement and a condition to the L/C Issuer making any L/C Credit Extensions under the Credit Agreement that each Grantor execute and deliver the applicable Loan Documents, including this Security Agreement.

A G R E E M E N T :

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Agent hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions.

(a) Unless otherwise defined herein or in the Credit Agreement, capitalized terms used herein that are defined in the PPSA and/or STA, as applicable, shall have the meanings assigned to them in the PPSA and/or STA, as applicable. Without limiting the foregoing, the following terms used herein shall have the meanings assigned to them in the PPSA or STA, as applicable: "Accounts", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "financing statement", "financing change statement", "Futures Accounts", "Futures Contracts", "Instrument", "Intangibles", "Inventory", "Investment Property", "Money", "Securities" and "Securities Account".

(b) Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement.

(c) The following terms shall have the following meanings:

"Additional Guarantors" shall have the meaning assigned to such term in the Preamble hereof.

"Agent" shall have the meaning assigned to such term in the Preamble hereof.

"Assigned Contracts" means, collectively, all of the Grantors' rights and remedies under, and all moneys and claims for money due or to become due to the Grantors under all Contracts, and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantors now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing Contracts; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing Contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing Contracts; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"Borrowers" shall have the meaning assigned to such term in Recital A hereof.

"Claims" shall mean any and all property taxes and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and all claims (including, without limitation, landlords', carriers', mechanics', workmen's, repairmen's, labourers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law) against, all or any portion of the Collateral.

"Collateral" shall have the meaning assigned to such term in SECTION 2.1 hereof.

"Collateral Report" means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

"Contracts" shall mean, collectively, with respect to each Grantor, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such

Grantor and any other party, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof (other than, for the avoidance of any doubt, the Loan Documents or any such agreements evidencing any of the Obligations).

"control" means, with respect to specified form of Investment Property, "control" as defined in Sections 23 through 26 of the STA, as applicable, to such form of Investment Property.

"Control Agreements" shall mean, collectively, the Blocked Account Agreements and the Securities Account Control Agreements.

"Copyrights" shall mean, collectively, with respect to each Grantor, all copyrights (whether statutory or common Law, whether established or registered in Canada, the United States or any other country or any political subdivision thereof whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by such Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to such Grantor, including, without limitation, the registrations and applications listed in Section III of the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable Law with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof, and (iii) rights corresponding thereto throughout the world.

"Credit Agreement" shall have the meaning assigned to such term in Recital A hereof.

"Deposit Account" shall mean a demand, time, savings, chequing, passbook or similar account including, without limitation, a collection account, lockbox or other account having a depositary function maintained with a bank or other deposit-taking institution.

"Electronic Chattel Paper" shall mean Chattel Paper created, recorded, transmitted or stored in digital form or other intangible form by electronic, magnetic or optical means.

"Grantor" shall have the meaning assigned to such term in the Preamble hereof.

"Guarantee" shall have the meaning assigned to such term in Recital B hereof.

"Guarantors" shall have the meaning assigned to such term in Recital A hereof.

"Lead Borrower" shall have the meaning assigned to such term in Recital A hereof.

"Letter of Credit" means a definite undertaking by an issuer to a beneficiary at the request or for the account of an applicant or, in the case of a financial institution, to itself or for its own account, to honor a documentary presentation by payment or delivery of an item of value.

"Letter-of-Credit Right" shall mean any right to payment or performance under a Letter of Credit, whether or not the beneficiary has demanded, or is at the time entitled to demand, payment or performance. The term does not include the right of a beneficiary to demand payment or performance under a Letter of Credit.

"Negotiable Instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it (a) is payable to bearer or to order at the time it is issued or first comes into possession of a holder, (b) is payable on demand or at a definite time, and (c) does not state any other undertaking or instruction by the person

promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

"Patents" shall mean, collectively, with respect to each Grantor, all patents and industrial designs issued or assigned to and all patent applications and industrial design applications made by such Grantor (whether established or registered or recorded in Canada, the United States or any other country or any political subdivision thereof), including, without limitation, those patents, industrial designs, patent applications and industrial design applications listed in Section III of the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable Law with respect to such Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (iv) rights corresponding thereto throughout the world.

"Payment Intangible" shall mean all Intangibles under which the principal obligation of the person obligated on an Account, Chattel Paper or Intangible is a monetary obligation.

"Perfection Certificate" shall mean that certain perfection certificate dated as of the date hereof, executed and delivered by each Grantor in favour of the Agent for the benefit of the Credit Parties, and each other Perfection Certificate (which shall be in form and substance reasonably acceptable to the Agent) executed and delivered by the applicable Borrower or Guarantor in favour of the Agent for the benefit of the Credit Parties contemporaneously with the execution and delivery of a joinder agreement executed in accordance with SECTION 3.6 hereof, in each case, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance with the Credit Agreement.

"PPSA" shall mean means the *Personal Property Security Act* (Ontario), provided, that if the attachment, perfection or priority of the Agent's security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, "PPSA" shall mean those personal property laws in such other jurisdiction (including, without limitation, the Civil Code of Quebec and the Uniform Commercial Code) for the purpose of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Receiver" shall have the meaning assigned to such term in SECTION 8.1(i) hereof.

"Secured Obligations" shall mean the Obligations and the Guaranteed Obligations; provided, however, that Other Liabilities shall be Secured Obligations solely to the extent that there is sufficient Collateral following satisfaction of the Obligations described in clause (a) of the definition of Obligations.

"Security Agreement" shall have the meaning assigned to such in the Preamble hereof.

"STA" shall mean the *Securities Transfer Act, 2006* (Ontario), or to the extent applicable, similar legislation of any other jurisdiction, as amended from time to time.

"Trademarks" shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common Law and whether established or registered in Canada, the United States or any other country or

any political subdivision thereof), including, without limitation, the registrations and applications listed in Section III of the Perfection Certificate, together with any and all (i) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, and (iii) rights corresponding thereto throughout the world.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

SECTION 1.2 Interpretation. The rules of interpretation specified in Article I of the Credit Agreement shall be applicable to this Security Agreement.

SECTION 1.3 Perfection Certificate. The Agent and each Grantor agree that the Perfection Certificate, and the schedules, amendments and supplements thereto are and shall be at all times incorporated by reference and included as part of this Security Agreement as and to the extent set forth herein.

ARTICLE II

GRANT OF SECURITY AND SECURED OBLIGATIONS

SECTION 2.1 Pledge; Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges, assigns and grants to the Agent for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following personal property and interests in such personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

(a) all Accounts (including, for the avoidance of any doubt, all Credit Card Accounts Receivables and Payment Intangibles);

(b) all Inventory;

(c) cash, Money and Cash Equivalents;

(d) all (x) bank accounts and Deposit Accounts (including all DDAs) and lockboxes and all Money, cash, cheques, other Negotiable Instruments, funds and other evidences of payments held therein, (y) Securities Accounts, security entitlements and Securities credited to such Securities Accounts and (z) Futures Accounts and Futures Contracts credited thereto, and, in each case, all cash, Money, cash equivalents, cheques and other property held therein or credited thereto (other than, in each case, any Specified Excluded Account);

(e) all Documents of Title, Instruments (including promissory notes), Assigned Contracts, and Chattel Paper evidencing or governing any of the foregoing items described above;

(f) all Supporting Obligations (as defined in the Uniform Commercial Code) and Letter-of-Credit Rights relating to the foregoing items described above;

(g) all books and records relating to the foregoing (including all books, databases, customer lists, engineer drawings, and records, whether tangible or electronic, which contain any information relating to any of the items referred to in the foregoing); and

(h) all collateral security and guarantees with respect to, and all products and proceeds of, any of the foregoing (including, without limitation, all cash, Money, Cash Equivalents, insurance proceeds (including specifically all business interruption insurance proceeds), intangibles, instruments, securities, and financial assets).

Notwithstanding the foregoing, Collateral shall not include, for the avoidance of any doubt, (i) proceeds from the issuance and sale of Equity Interests by the Lead Borrower to the extent such proceeds are cash and Cash Equivalents held in a Segregated Equity Proceeds Account, (ii) proceeds from the sale of assets of any Loan Party that do not constitute Accounts, Credit Card Accounts Receivable, Inventory or other Collateral to the extent such proceeds are cash and Cash Equivalents held in a Segregated Non-Collateral Proceeds Account, (iii) Consumer Goods, or (iv) the last day of the term of any lease or agreement for lease of real property; provided such Grantor shall stand possessed of such one remaining day upon trust to assign and dispose of the same as the Agent or any assignee or such lease or agreement shall direct. If any such lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, sub leased, charged or encumbered without the leave, license, consent or approval of the lessor, the application of security interest created hereby to any such lease or agreement shall be conditional upon such leave, license, consent or approval having been obtained.

Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral (other than after-acquired Collateral), (iii) it has not agreed to postpone the time for attachment of the security interest granted pursuant to this Security Agreement, and (iv) it has received a copy of this Security Agreement. To the fullest extent permitted by applicable law, each Grantor hereby waives all rights to receive from the Agent a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Security Agreement or any amendments to it.

SECTION 2.2 Secured Obligations. The security interest, assignment, mortgage, charge, hypothecation and pledge granted pursuant to this Security Agreement secures, and the Collateral is collateral security for, the payment and performance in full when due of the Secured Obligations.

SECTION 2.3 Security Interest.

(a) Each Grantor hereby irrevocably authorizes the Agent at any time and from time to time to authenticate and file in any relevant jurisdiction any financing statements (including fixture filings) and financing change statements thereto that contain the information required by the PPSA of each applicable jurisdiction for the filing of any financing statement or financing change statement relating to the Collateral, including, without limitation, (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, and (ii) by any description of the Collateral which reasonably approximates the description contained in SECTION 2.1 of this Security Agreement. Each Grantor agrees to provide all information described in the immediately preceding sentence to the Agent promptly upon request.

(b) Each Grantor hereby ratifies its prior authorization for the Agent to file in any relevant jurisdiction any financing statements or financing change statements thereto relating to the Collateral if filed prior to the date hereof.

ARTICLE III

PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES;
USE OF COLLATERAL

SECTION 3.1 [Reserved].

SECTION 3.2 [Reserved].

SECTION 3.3 Financing Statements and Other Filings; Maintenance of Perfected Security Interest. Each Grantor represents and warrants that the only filings, registrations and recordings necessary and appropriate to create, preserve, protect, publish notice of and perfect the security interest granted by each Grantor to the Agent (for the benefit of the Credit Parties) pursuant to this Security Agreement in respect of the Collateral are listed on Schedule I hereto. Subject to Section 6.18(c) of the Credit Agreement, each Grantor represents and warrants that all such filings, registrations and recordings have been delivered to the Agent in completed and, to the extent necessary or appropriate, duly executed form for filing in each governmental, municipal or other office specified in Schedule I. Each Grantor agrees that at the sole cost and expense of the Grantors, (i) such Grantor will maintain the security interest created by this Security Agreement in the Collateral as a perfected first priority security interest and shall defend such security interest against the claims and demands of all Persons (other than with respect to Liens permitted under Section 7.02 of the Credit Agreement), (ii) such Grantor shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the written request of the Agent, such Grantor shall promptly and duly execute and deliver, and file and have recorded, such further instruments and documents and take such further action as the Agent may reasonably request, including the filing of any financing statements, financing change statements, renewals, continuation statements and other documents (including this Security Agreement) under the PPSA (or other applicable Law) in effect in any jurisdiction with respect to the security interest created hereby and the execution and delivery of Control Agreements, all in form reasonably satisfactory to the Agent and in such offices wherever required by applicable Law in each case to perfect, continue and maintain a valid, enforceable, first priority security interest in the Collateral as provided herein and to preserve the other rights and interests granted to the Agent hereunder, as against the Grantors and third parties (other than with respect to Liens permitted under Section 7.02 of the Credit Agreement), with respect to the Collateral.

SECTION 3.4 Other Actions. In order to further evidence the attachment, perfection and priority of, and the ability of the Agent to enforce, the Agent's security interest in the Collateral, each Grantor represents, warrants and agrees, in each case at such Grantor's own expense, with respect to the following Collateral that:

(a) Instruments and Chattel Paper. As of the date hereof (i) no amount payable under or in connection with any of the Collateral is evidenced by any Instrument or Chattel Paper other than such Instruments and Chattel Paper listed on Section II.D. of the Perfection Certificate and (ii) each Instrument and each item of Chattel Paper listed on Section II.D. of the Perfection Certificate, to the extent requested by the Agent, has been properly endorsed, assigned and delivered to the Agent, accompanied by instruments of transfer or assignment and letters of direction duly executed in blank. If amounts (either individually or in the aggregate) in excess of $1,000,000 payable under or in connection with any of the Collateral shall be evidenced by any Instrument or Chattel Paper, the Grantors shall forthwith endorse, assign and deliver such Instrument or Chattel Paper to the Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Agent may reasonably request from time to time.

(b) Securities Accounts.

(i) As of the date hereof (1) it has no Securities Accounts other than those listed in Section II.B. of the Perfection Certificate and (2) subject to Section 6.18(c) of the Credit Agreement, it has entered into a duly authorized, executed and delivered Securities Account Control Agreement with respect to each Securities Account (excluding Excluded Accounts) listed in Section II.B. of the Perfection Certificate with respect to which the Agent has a perfected first priority security interest in such Securities Accounts by Control.

(ii) Grantors shall not hereafter establish and maintain any Securities Account with any Securities Intermediary unless (A) the applicable Grantor shall have given the Agent ten (10) Business Days' prior written notice of its intention to establish such new Securities Account with such Securities Intermediary, (B) such Securities Intermediary shall be reasonably acceptable to the Agent and (C) such Securities Intermediary and such Grantor shall have duly executed and delivered a Control Agreement with respect to such Securities Account. The Agent agrees with each Grantor that the Agent shall not give any entitlement orders or instructions or directions to any Securities Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Grantor, unless a Cash Dominion Event has occurred and is continuing.

(iii) As between the Agent and the Grantors, the Grantors shall bear the investment risk with respect to the Investment Property, and the risk of loss of, damage to, or the destruction of the Investment Property, whether maintained as a security entitlement or deposit by, or subject to the control of, the Agent, a Securities Intermediary, any Grantor or any other Person; provided, however, that nothing contained in this SECTION 3.4(b) shall release or relieve any Securities Intermediary of its duties and obligations to the Grantors or any other Person under any Control Agreement or under applicable Law.

(c) Electronic Chattel Paper and Transferable Records. As of the date hereof no amount payable under or in connection with any of the Collateral is evidenced by any Electronic Chattel Paper or transferable record. If amounts (either individually or in the aggregate) in excess of $1,000,000 payable under or in connection with any of the Collateral shall be evidenced by any Electronic Chattel Paper or any transferable record, the Grantors shall promptly notify the Agent thereof and shall take such action as the Agent may reasonably request to vest in the Agent control of such Electronic Chattel Paper or transferable record. The Agent agrees with such Grantor that the Agent will arrange, pursuant to procedures reasonably satisfactory to the Agent and so long as such procedures will not result in the Agent's loss of control, for the Grantor to make alterations to the Electronic Chattel Paper or transferable record, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such Electronic Chattel Paper or transferable record.

(d) Letter-of-Credit Rights. If one or more Grantors are at any time a beneficiary under a Letter of Credit constituting Collateral either individually or in the aggregate with all other Letters of Credit constituting Collateral, having a value in excess of $1,000,000 now or hereafter issued in favour of such Grantor, (which, for the avoidance of doubt, shall not include any "Letter of Credit" issued pursuant to the Credit Agreement), the Grantors shall promptly notify the Agent thereof and applicable Grantors shall, at the request of the Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Agent, either (i) arrange for the

issuer and any confirmer of such Letter of Credit to consent to an assignment to the Agent of, and to pay to the Agent, the proceeds of, any drawing under the Letter of Credit or (ii) arrange for the Agent to become the beneficiary of such Letter of Credit, with the Agent agreeing, in each case, that the proceeds of any drawing under the Letter of Credit are to be applied as provided in the Credit Agreement.

SECTION 3.5 Supplements; Further Assurances. Each Grantor shall take such further actions, and execute and deliver to the Agent such additional assignments, agreements, supplements, powers and instruments, as the Agent may in its reasonable judgment deem necessary or appropriate, wherever required by Law, in order to perfect, preserve and protect the security interest in the Collateral as provided herein and the rights and interests granted to the Agent hereunder, to carry into effect the purposes hereof or better to assure and confirm unto the Agent or permit the Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Agent from time to time upon reasonable request such lists, descriptions and designations of the Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments. If an Event of Default has occurred and is continuing, the Agent may institute and maintain, in its own name or in the name of any Grantor, such suits and proceedings as the Agent may be advised by counsel shall be necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Collateral. All of the foregoing shall be at the sole cost and expense of the Grantors. The Grantors and the Agent acknowledge that this Security Agreement is intended to grant to the Agent for the benefit of the Credit Parties a security interest in and Lien upon the Collateral and shall not constitute or create a present assignment of any of the Collateral.

SECTION 3.6 Joinder of Additional Grantors. The Grantors shall cause each direct or indirect Subsidiary of any Loan Party which, from time to time, after the date hereof shall be required to pledge any assets to the Agent for the benefit of the Credit Parties pursuant to the provisions of the Credit Agreement, to execute and deliver to the Agent a Perfection Certificate and a Joinder Agreement, in each case, within thirty (30) days of the date on which it was acquired or created (in each case, as such time may be extended in the Agent's sole discretion) and, upon such execution and delivery, such Subsidiary shall constitute a "Grantor" for all purposes hereunder with the same force and effect as if originally named as a Grantor herein, including, but limited to, granting the Agent a security interest in all Securities Collateral of such Subsidiary. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

In addition to, and without limitation of, each of the representations, warranties and covenants set forth in the Credit Agreement and the other Loan Documents, each Grantor represents, warrants and covenants as follows:

SECTION 4.1 Title. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in

favour of the Agent pursuant to this Security Agreement or as are permitted by the Credit Agreement. No Person other than the Agent and Grantors has control or possession of all or any part of the Collateral.

SECTION 4.2 Limitation on Liens; Defense of Claims; Transferability of Collateral. Each Grantor is as of the date hereof, and, as to Collateral acquired by it from time to time after the date hereof, such Grantor will be, the sole direct and beneficial owner of all Collateral pledged by it hereunder free from any Lien or other right, title or interest of any Person other than the Liens and security interest created by this Security Agreement and without duplication, Liens permitted under Section 7.02 of the Credit Agreement. Each Grantor shall, at its own cost and expense, defend title to the Collateral pledged by it hereunder and the security interest therein and Lien thereon granted to the Agent and the priority thereof against all claims and demands of all Persons, at its own cost and expense, at any time claiming any interest therein adverse to the Agent or any other Credit Party other than Liens permitted under Section 7.02 of the Credit Agreement. There is no agreement, and no Grantor shall enter into any agreement or take any other action, that would restrict the transferability of any of the Collateral or otherwise impair or conflict with such Grantors' obligations or the rights of the Agent hereunder.

SECTION 4.3 Chief Executive Office; Registered Office, Change of Name; Jurisdiction of Organization.

(a) The exact legal name, type of organization, jurisdiction of organization, federal taxpayer identification number, organizational identification number, chief executive office and registered office of such Grantor is indicated next to its name in Sections I.A. and I.B. of the Perfection Certificate. No Grantor shall (a) change its name as it appears in official filings in the jurisdiction of its incorporation or organization, (b) change the type of entity that it is, (c) change its organization identification number, if any, issued by its jurisdiction of incorporation or other organization, or (d) change its jurisdiction of incorporation or organization, in each case, unless the Agent shall have received written notice thereof at least fifteen (15) days prior to such change and either (1) such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (2) any reasonable action requested by the Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favour of the Agent, on behalf of the Credit Parties, in any Collateral) at least ten (10) days prior. No Grantor shall change its Fiscal Year.

(b) The Agent may rely on opinions of counsel as to whether any or all PPSA financing statements of the Grantors need to be amended as a result of any of the changes described in SECTION 4.3. In the event that any Grantor fails to provide information required under SECTION 4.3(a) hereof or Section 6.16 of the Credit Agreement about such changes to the Agent on a timely basis, the Agent shall not be liable or responsible to any party for any failure to maintain a perfected security interest in such Grantor's property constituting Collateral, for which the Agent needed to have information relating to such changes. The Agent shall have no duty to inquire about such changes if any Grantor does not inform the Agent of such changes, the parties acknowledging and agreeing that it would not be feasible or practical for the Agent to search for information on such changes if such information is not provided by any Grantor.

SECTION 4.4 Location of Inventory. As of the Closing Date, all Inventory of such Grantor (other than (x) Inventory in transit or (y) Inventory at any location not in excess of $100,000, provided that no such Inventory at such locations shall be included in the determination of the Revolving Borrowing Base or the FILO Borrowing Base under the Credit Agreement) is located at the chief executive office or such other location listed in Schedule 5.05 of the Credit Agreement. Each Grantor will keep its Inventory only at the locations identified on Schedule 5.05 of the Credit Agreement or at such other location approved by the Agent in writing; provided that subject to the terms of the Credit

Agreement, the Borrowers may supplement Schedule 5.05 to the Credit Agreement from time to time to reflect additional Inventory locations so long as such amendment occurs by written notice to the Agent not less than ten (10) days prior to the date on which such Inventory is moved to such new location and/or such opening or acquisition of such location, and provided further that Borrowers shall have no obligation to update such Schedule for any such location where Inventory not in excess of $100,000 is located, but no such Inventory at such locations not listed on such Schedule shall be included in the determination of the Revolving Borrowing Base or the FILO Borrowing Base under the Credit Agreement.

SECTION 4.5 Condition and Maintenance of Equipment. The Equipment of such Grantor is in good repair, working order and condition, reasonable wear and tear excepted. Each Grantor shall cause the Equipment to be maintained and preserved in good repair, working order and condition, reasonable wear and tear excepted, and shall as quickly as commercially reasonable make or cause to be made all repairs, replacements and other improvements which are necessary in the conduct of such Grantor's business.

SECTION 4.6 Inventory Matters.

(a) Each Grantor will do all things reasonably necessary to maintain, preserve, protect and keep its Inventory in saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business.

(b) Each Grantor shall promptly report to the Agent any return of Inventory from an Account Debtor involving an amount in excess of $500,000. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. All returned Inventory shall be subject to the Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory.

(c) Each Grantor will conduct a physical count of its Inventory not less than twice each Fiscal Year and promptly upon completion of any such physical count, such Grantor shall provide the Agent with a reconciliation of the results of such Inventory (as well as of any other physical inventory or cycle counts undertaken by a Loan Party). Each Grantor shall additionally maintain a perpetual inventory reporting system at all times.

(d) Grantors shall permit the Agent, in its discretion, if any Default or Event of Default exists, to cause additional such inventories to be taken as the Agent determines (each, at the expense of the Loan Parties).

(e) With respect to any of its Inventory that is Eligible Inventory or Eligible In-Transit Inventory, (i) each Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for Liens permitted under the Credit Agreement, (ii) such Inventory is of good and merchantable quality, free from any defects, (iii) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or Disposition of that Inventory or the payment of any monies to any third party upon such sale or other Disposition, (iv) such Inventory has been produced in accordance with all applicable labour and employment laws and all rules, regulations and orders thereunder, and (v) the completion of manufacture, sale or other Disposition of such Inventory by the Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

SECTION 4.7 No Conflicts, Consents, etc. No consent of any party (including, without limitation, equity holders or creditors of such Grantor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required (A) for the grant of the security interest by such Grantor of the Collateral pledged by it pursuant to this Security Agreement or for the execution, delivery or performance hereof by such Grantor, (B) for the exercise by the Agent of rights provided for in this Security Agreement or (C) for the exercise by the Agent of the remedies in respect of the Collateral pursuant to this Security Agreement except, in each case, for such consents which have been obtained prior to the date hereof. Following the occurrence and during the continuation of an Event of Default, if the Agent desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Security Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Agent, such Grantor agrees to use commercially reasonable efforts to assist and aid the Agent to obtain as soon as commercially practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

SECTION 4.8 Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Credit Party in connection with this Security Agreement, in each case, relating to the Collateral, is accurate and complete in all material respects. The Collateral described on the schedules annexed hereto constitutes all of the property of such type of Collateral owned or held by the Grantors.

SECTION 4.9 Insurance. Such Grantor shall (i) maintain or shall cause to be maintained such insurance as is required pursuant to Section 6.10 of the Credit Agreement; (ii) maintain such other insurance as may be required by applicable Law; and (iii) furnish to the Agent, upon written request, full information as to the insurance carried. Each Grantor hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as such Grantor's true and lawful agent (and attorney-in-fact), exercisable only after the occurrence and during the continuance of an Event of Default, for the purpose of making, settling and adjusting claims in respect of the Collateral under policies of insurance, endorsing the name of such Grantor on any cheque, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or in part relating thereto, the Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Agent deems advisable. All sums disbursed by the Agent in connection with this SECTION 4.9, including reasonable legal fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Agent and shall be additional Secured Obligations secured hereby.

SECTION 4.10 Payment of Taxes; Compliance with Laws; Contested Liens; Claims. Each Grantor represents and warrants that all Claims imposed upon or assessed against the Collateral have been paid and discharged except to the extent such Claims constitute a Lien not yet due and payable or a Lien permitted under Section 7.02 of the Credit Agreement. Each Grantor shall comply with all applicable Law relating to the Collateral the failure to comply with which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Each Grantor may at its own expense contest the validity, amount or applicability of any Claims so long as the contest thereof shall be conducted in accordance with, and permitted pursuant to the provisions of, the Credit Agreement. Notwithstanding the foregoing provisions of this SECTION 4.10, no contest of any such obligation may be pursued by such Grantor if such contest would expose the Agent or any other Credit Party to (i) any possible criminal liability or (ii) any additional civil liability for failure to comply with such obligations

unless such Grantor shall have furnished a bond or other security therefor satisfactory to the Agent, or such other Credit Party, as the case may be.

SECTION 4.11 Access to Collateral, Books and Records; Other Information. Subject to the provisions set forth in Section 6.06 of the Credit Agreement, upon reasonable prior request to each Grantor, the Agent, its agents, accountants, consultants, appraisers and lawyers shall have full and free access to visit and inspect, as applicable, during normal business hours, all of the Collateral including, without limitation, all of the books, correspondence and records of such Grantor relating thereto. The Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and such Grantor agrees to render to the Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested by the Agent with regard thereto. Such Grantor shall, at any and all times, within a reasonable time after written request by the Agent, furnish or cause to be furnished to the Agent, in such manner and in such detail as may be reasonably requested by the Agent, additional information with respect to the Collateral.

SECTION 4.12 Collateral Access Agreements; Inventory in Transit. Each Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral in excess of $100,000 is stored or located at any time (each, an "Inventory Location") (which agreement or letter shall be reasonably satisfactory in form and substance to the Agent); provided that if the Grantors fail to obtain a Collateral Access Agreement with respect to any Inventory Location, the Agent shall have the right at any time to establish a Rent Reserve against the Revolving Borrowing Base and the FILO Borrowing Base with respect to such Borrower's Inventory at such Inventory Location. Each Grantor shall timely and fully pay and perform its material obligations under all leases and other material agreements with respect to each leased location or third party warehouse where any Collateral is or may be located. The Agent agrees that it shall not exercise any access rights or provide any directions with respect to Inventory at any Inventory Location subject to a Collateral Access Agreement unless an Event of Default shall have occurred and be continuing. The Agent agrees that it shall not provide any instructions to any freight forwarder, customs broker, carrier, bailee or other Person in possession or control of Inventory that is in transit unless an Event of Default shall have occurred and be continuing.

SECTION 4.13 Assigned Contracts. Each Grantor will use commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of rights under Assigned Contracts which constitute Collateral and to enforce the security interests granted hereunder. Such Grantor shall deposit into a DDA at the Agent or subject to a Blocked Account Agreement for application to the Secured Obligations, in accordance with the terms of the Credit Agreement, all amounts received by such Grantor as indemnification or otherwise pursuant to rights under Assigned Contracts which constitute Collateral. If at a time when an Event of Default exists, such Grantor shall fail after the Agent's demand to pursue diligently any right under any Assigned Contract that constitutes Collateral, the Agent may, and at the direction of the Required Lenders shall, directly enforce such right in its own or such Grantor's name and may enter into such settlements or other agreements with respect thereto as the Agent or the Required Lenders, as applicable, shall determine. Notwithstanding any provision hereof to the contrary, such Grantor shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Contracts, and the Agent's or any other Credit Party's exercise of any of their respective rights with respect to the Collateral shall not release such Grantor from any of such duties and obligations. Neither the Agent nor any other Credit Party shall be obligated to perform or fulfill any of such Grantor's duties or obligations under its Assigned Contracts or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any

party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

ARTICLE V

[Reserved].

ARTICLE VI

ABL LICENSE; CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY

SECTION 6.1 Grant of ABL License. For the purpose of enabling the Agent to exercise the rights and remedies under Article VIII herein, under any other Loan Document or under applicable Law, at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Agent, for the benefit of the Agent and the other Credit Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement, under any other Loan Document or under applicable Law, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein (the "ABL License"). Notwithstanding anything to the contrary contained herein or in the Credit Agreement and without limiting any other requirement set forth in the Credit Agreement with respect to the existence of any Lien on Intellectual Property, any Lien on Intellectual Property of the Grantors granted pursuant to Section 7.02(n) of the Credit Agreement shall be made subject expressly subject to the acknowledgement, by the holder (or holders) of such Lien, of the ABL License on the terms set forth on Exhibit 6.1(a) attached hereto. Notwithstanding anything to the contrary contained herein or in the Credit Agreement and without limiting any other requirement set forth in the Credit Agreement with respect to the sale, transfer, lease or other Disposition of Intellectual Property, any sale, transfer, lease or other Disposition of Intellectual Property used or useful in connection with the exercise of remedies with respect to, or the sale or other Disposition of, Collateral shall be made subject to the ABL License on the terms set forth on Exhibit 6.1(b) attached hereto (it being understood and agreed that the Loan Parties shall, in any event, retain a license to use all such Intellectual Property that is the subject of such sale, transfer, lease or other Disposition of that is necessary for the conduct of its business).

SECTION 6.2 Registrations. On and as of the date hereof, (a) each Grantor owns or possesses the right to use the material Intellectual Property listed in Section III of the Perfection Certificate, and (b) all registrations listed in Section III of the Perfection Certificate are valid and in full force and effect. On and as of the date hereof, except pursuant to licenses and other user agreements (x) entered into by any Grantor in the ordinary course of business or (y) that are listed in Section III of the

Perfection Certificate, each Grantor has done nothing to authorize or enable any other Person to use any material Intellectual Property listed in Section III of the Perfection Certificate.

SECTION 6.3 Protection of Intellectual Property. On a continuing basis, each Grantor shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Agent of (A) any adverse determination in any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office with respect to any Patent, Trademark or Copyright material to the conduct of business of such Grantor or (B) the institution of any proceeding or any adverse determination in any federal, state, provincial, territorial or local court or administrative body regarding such Grantor's claim of ownership in or right to use any of the Intellectual Property material to the use and operation of the Collateral, its right to register such material Intellectual Property or its right to keep and maintain such registration in full force and effect, (ii) maintain and protect the Intellectual Property material to the conduct of business of such Grantor, (iii) not permit to lapse or become abandoned any Intellectual Property material to the conduct of business of such Grantor, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such material Intellectual Property, in each case except as shall be consistent with commercially reasonable business judgment and, no such settlement or compromise shall adversely affect the rights of the Agent under the ABL License, without the prior written consent of the Agent, and (iv) upon such Grantor's obtaining knowledge thereof, promptly notify the Agent in writing of any event which would be reasonably expected to materially and adversely affect the utility of any Intellectual Property that is material to the conduct of business of such Grantor or the rights and remedies of the Agent in relation to any Collateral. Notwithstanding the foregoing, nothing herein shall prevent any Grantor from selling, disposing of or otherwise using any Intellectual Property as permitted under the Credit Agreement, subject in all respects to the terms and conditions of SECTION 6.1 herein.

ARTICLE VII

CERTAIN PROVISIONS CONCERNING ACCOUNTS

SECTION 7.1 Special Representations and Warranties.

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts (including Credit Card Accounts Receivables) are and will be correctly stated in all material respects in all records of each Grantor relating thereto and in all invoices and, to the extent required to be stated therein, in all Collateral Reports with respect thereto furnished to the Agent by such Grantor from time to time.

(b) As of the time when each of its Accounts and Credit Card Accounts Receivables is included in the Revolving Borrowing Base or FILO Borrowing Base as an Eligible Account or Eligible Credit Card Accounts Receivable, as applicable, each Grantor shall be deemed to have represented and warranted that such Account and Credit Card Accounts Receivable and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) represent the legal, valid and binding obligation of the Account Debtor, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, evidencing indebtedness unpaid and owed by such Account Debtor, arising out of the performance of labour or services or the sale, lease, license, assignment or other Disposition and delivery of the goods or other property listed therein or out of an advance or a loan, (iii) are in all material respects in compliance and conform with all

applicable material federal, state, provincial, territorial, municipal and local Laws and applicable material Law of any relevant foreign jurisdiction, (iv) represent bona fide sales of Inventory to Account Debtors in the ordinary course of such Grantor's business (or, in the case of Credit Card Accounts Receivables, represent amounts due to the Lead Borrower from a Credit Card Issuer or Credit Card Processor resulting from charges by a customer of the Lead Borrower on credit or debit cards issued or processed by such Credit Card Issuer or Credit Card Processor in connection with the sale of Inventory by the Lead Borrower to such customer in the ordinary course of business) and are not evidenced by a judgment, Instrument or Chattel Paper; (v) there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment; (vi) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (vii) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; (viii) such Grantor has no knowledge that any Account Debtor has become insolvent or is generally unable to pay its debts as they become due; and (ix) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent, and, to such Grantor's knowledge, all Account Debtors have the capacity to contract.

SECTION 7.2 Maintenance of Records. Each Grantor shall keep and maintain at its own cost and expense materially complete records of each Account and Credit Card Accounts Receivable, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Grantor shall, at such Grantor's sole cost and expense, upon the Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of Accounts and Credit Card Accounts Receivables, including, without limitation, all documents evidencing Accounts and Credit Card Accounts Receivables and any books and records relating thereto to the Agent or to its representatives (copies of which evidence and books and records may be retained by such Grantor).

SECTION 7.3 [Reserved].

SECTION 7.4 Modification of Terms, Etc.

(a) No Grantor shall, without the prior written consent of the Agent, reduce, rescind or cancel any indebtedness evidenced by any Account or Credit Card Accounts Receivable or modify any material term thereof or make any adjustment with respect thereto except in the ordinary course of business consistent with past practice (and disclosed to Agent in the Borrowing Base Certificates submitted by Lead Borrower), or extend or renew any such indebtedness except in the ordinary course of business consistent with past practice (and disclosed to Agent in the Borrowing Base Certificates submitted by Lead Borrower) or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Account or Credit Card Accounts Receivable or interest therein except in the ordinary course of business consistent with prudent business practice or in accordance with the Credit Agreement

(and, in each case, disclosed to Agent in the Borrowing Base Certificates submitted by Lead Borrower).

(b) If, to the knowledge of any Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any Account, such Grantor will disclose such fact to the Agent in the Borrowing Base Certificates submitted by the Lead Borrower. The Lead Borrower shall send the Agent a copy of each credit memorandum in excess of $500,000 as soon as issued, and the Lead Borrower shall report each credit memorandum and each of the facts required to be disclosed to the Agent in accordance with this SECTION 7.4(b) on the Borrowing Base Certificates submitted by the Lead Borrower.

SECTION 7.5 Collection. Each Grantor shall cause to be collected from the Account Debtor of each of the Accounts and Credit Card Accounts Receivables, as and when due in the ordinary course of business consistent with past practice of such Grantor (including, without limitation, Accounts and Credit Card Accounts Receivables that are delinquent, such Accounts and Credit Card Accounts Receivables to be collected in accordance with the past practice of such Grantor), any and all amounts owing under or on account of such Account or Credit Card Accounts Receivable, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account or Credit Card Accounts Receivable. The costs and expenses (including, without limitation, legal fees) of collection, in any case, whether incurred by any Grantor, the Agent or any other Credit Party, shall be paid by the Grantors.

ARTICLE VIII

REMEDIES

SECTION 8.1 Remedies. Upon the occurrence and during the continuance of any Event of Default the Agent may, and at the direction of the Required Lenders, shall, from time to time in respect of the Collateral, in addition to the other rights and remedies provided for herein and in the other Loan Documents, under applicable Law or otherwise available to it:

(a) Personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from any Grantor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Grantor's premises where any of the Collateral is located, remove such Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Grantor;

(b) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Collateral including, without limitation, instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; provided, however, that in the event that any such payments are made directly to any Grantor, prior to receipt by any such obligor of such instruction, such Grantor shall segregate all amounts received pursuant thereto in trust for the benefit of the Agent and shall promptly pay such amounts to the Agent;

(c) Sell, assign, grant a license to use or otherwise liquidate, or direct any Grantor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(d) Take possession of the Collateral or any part thereof, by directing any Grantor in writing to deliver the same to the Agent at any place or places so designated by the Agent in its Permitted Discretion, in which event such Grantor shall at its own expense: (A) forthwith cause the same to be moved to the place or places designated by the Agent and therewith delivered to the Agent, (B) store and keep any Collateral so delivered to the Agent at such place or places pending further action by the Agent and (C) while the Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition. Each Grantor's obligation to deliver the Collateral as contemplated in this SECTION 8.1 is of the essence hereof. Upon application to a court of equity having jurisdiction, the Agent shall be entitled to a decree requiring specific performance by any Grantor of such obligation;

(e) Withdraw all moneys, instruments, securities and other property in any bank, financial securities, deposit or other account of any Grantor constituting Collateral for application to the Secured Obligations as provided in SECTION 8.7 hereof;

(f) Exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, perfecting assignment of and exercising any other rights and powers with respect to any Collateral;

(g) Exercise all the rights and remedies of a secured party under the PPSA, and the Agent may also in its sole discretion, without notice except as specified in SECTION 8.2 hereof, sell, assign or grant a license to use the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Agent may deem commercially reasonable. The Agent or any other Credit Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of any Collateral payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives, to the fullest extent permitted by Law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the fullest extent permitted by Law, each Grantor hereby waives any claims against the Agent arising by reason of the fact that the price at which any Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Collateral to more than one offeree;

(h) Promptly upon Agent's request, Grantors shall, at their own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Agent and each Lender, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts (including all Credit Card Accounts Receivables); (ii) an aging of all Accounts (including all Credit Card Accounts Receivables); (iii) trial balances; and (iv) a test verification of such Accounts (including all Credit Card Accounts Receivables); and

(i) If it so elects, seek the appointment of a receiver, interim receiver, receiver-manager, or a receiver and manager or keeper (each a "Receiver") to take possession of Collateral and to enforce any of the Agent's remedies, or may institute proceedings in any court of competent jurisdiction for the appointment of such Receiver and each Grantor hereby consents to such rights and such appointment and waives any objection such Grantor may have thereto or the right to have a bond or other security posted by the Agent. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent has under this Security Agreement, at law or in equity. To the extent permitted by applicable Law, any Receiver appointed by the Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Grantor and not of the Agent. The Agent may from time to time fix the Receiver's remuneration and the Grantors shall pay the amount of such remuneration to the Agent. The Agent may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent. A court need not appoint, ratify the appointment by the Agent, or otherwise supervise in any manner the actions, of any Receiver. Upon a Grantor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of each of the directors and officers of the Grantors with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

SECTION 8.2 Notice of Sale. Each Grantor acknowledges and agrees that, to the extent notice of sale or other disposition of Collateral shall be required by applicable Law and unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Agent shall provide such Grantor such advance notice as may be practicable under the circumstances), ten (10) days' prior notice to such Grantor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Grantor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying (as permitted under Law) any right to notification of sale or other intended disposition.

SECTION 8.3 Waiver of Notice and Claims. Each Grantor hereby waives, to the fullest extent permitted by applicable Law, notice or judicial hearing in connection with the Agent's taking possession or the Agent's disposition of any of the Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Grantor would otherwise have under law, and each Grantor hereby further waives, to the fullest extent permitted by applicable Law: (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Agent's rights hereunder and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable Law. The Agent shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Grantor therein and thereto, and shall be a perpetual bar both at law and in equity against such

Grantor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Grantor.

SECTION 8.4 Certain Sales of Collateral.

(a) Each Grantor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any Governmental Authority, the Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who meet the requirements of such Governmental Authority. Each Grantor acknowledges that any such sales may be at prices and on terms less favourable to the Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable Law, the Agent shall have no obligation to engage in public sales.

(b) Each Grantor further agrees that a breach of any of the covenants contained in this SECTION 8.4 will cause irreparable injury to the Agent and the other Credit Parties, that the Agent and the other Credit Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this SECTION 8.4 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing.

SECTION 8.5 No Waiver; Cumulative Remedies.

(a) No failure on the part of the Agent to exercise, no course of dealing with respect to, and no delay on the part of the Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy; nor shall the Agent be required to look first to, enforce or exhaust any other security, collateral or guaranties. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event that the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Agent, then and in every such case, the Grantors, the Agent and each other Credit Party shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Agent and the other Credit Parties shall continue as if no such proceeding had been instituted.

SECTION 8.6 Certain Additional Actions Regarding Intellectual Property. If any Event of Default shall have occurred and be continuing, upon the written demand of Agent, in accordance with the ABL License granted in SECTION 6.1 herein, each Grantor shall, within five (5) Business Days of such written notice thereafter from Agent, make available to Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of the Event of Default as Agent may reasonably designate to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold by such Grantor under the registered Patents, Trademarks and/or Copyrights, and such Persons shall be available to perform their prior functions on Agent's behalf, subject in all cases to the rights of such personnel under applicable Canadian, United States Constitutional, federal, state, provincial, territorial, local and foreign employment laws, and the terms of

any employment agreement of such Persons, if applicable, each as in effect as of the date of such designation.

SECTION 8.7 Application of Proceeds. The proceeds received by the Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Agent of its remedies shall be applied, together with any other sums then held by the Agent pursuant to this Security Agreement, in accordance with and as set forth in Section 8.03 of the Credit Agreement.

SECTION 8.8 Remedies Regarding Securities Accounts.

(a) At all times after the occurrence and during the continuance of a Cash Dominion Event, the Agent shall have the right (i) to notify each banking institution, securities broker or Securities Intermediary at which any Grantor maintains any Securities Account with respect to which there is in place a Securities Account Control Agreement, that (A) the Agent has taken full dominion and control over such Securities Account, and all funds from time to time on deposit therein, (B) such banking institutions, securities brokers and securities intermediaries shall follow all instructions given by the Agent with respect to such Securities Account, and (C) such banking institutions shall remit directly to the Agent on a daily basis (or on such other basis as the Agent shall direct) all funds from time to time deposited into such Securities Account, and (ii) to automatically apply, on a daily basis, all funds remitted to any Securities Account (other than an Excluded Account), and all other proceeds of the Collateral, first, to repay the Loans and other Obligations in accordance with Sections 2.05 and 8.03 of the Credit Agreement, and second, the remaining balance, if any, shall be made available to the Borrowers in accordance with the Borrowers' disbursement instructions.

(b) Notwithstanding anything to the contrary set forth herein, if an Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all rights and remedies provided herein and in the other Loan Documents, the rights (i) to direct each banking institution, securities broker or Securities Intermediary at which any Grantor maintains a Securities Account (other than an Excluded Account), to follow all instructions given by the Agent to such banking institution, securities broker or Securities Intermediary, including, without limitation, instructions regarding the liquidation of securities and the transfer of funds held in such accounts, and (ii) to apply all funds in any Securities Account (other than an Excluded Account), and all other proceeds of the Collateral against the Secured Obligations, and the Grantors shall remain liable for any deficiency if such funds and proceeds are insufficient to pay all Secured Obligations, including any legal fees and other expenses incurred by the Agent or any Lender to collect such deficiency.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Concerning Agent.

(a) The Agent has been appointed as administrative agent and collateral agent pursuant to the Credit Agreement. The actions of the Agent hereunder are subject to the provisions of the Credit Agreement. The Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking

action (including, without limitation, the release or substitution of the Collateral), in accordance with this Security Agreement and the Credit Agreement. The Agent may employ agents and attorneys-in-fact in accordance with Section 9.05 of the Credit Agreement. The Agent may resign and a successor Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Agent by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Security Agreement, and the retiring Agent shall thereupon be discharged from its duties and obligations under this Security Agreement. After any retiring Agent's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Security Agreement while it was the Agent.

(b) The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Agent nor any of the other Credit Parties shall have responsibility for, without limitation (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Agent or any other Credit Party has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

(c) The Agent shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Security Agreement and its duties hereunder, upon advice of counsel selected by it.

SECTION 9.2 Agent May Perform; Agent Appointed Attorney-in-Fact. If any Grantor shall fail to perform any covenants contained in this Security Agreement or in the Credit Agreement (including, without limitation, such Grantor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder, (ii) pay Claims, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any other obligations of such Grantor with respect to any Collateral) or if any warranty on the part of any Grantor contained herein shall be breached, the Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that Agent shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which such Grantor fails to pay or perform as and when required hereby. Any and all amounts so expended by the Agent shall be paid by the Grantors in accordance with the provisions of SECTION 9.3 hereof. Neither the provisions of this SECTION 9.2 nor any action taken by Agent pursuant to the provisions of this SECTION 9.2 shall prevent any such failure to observe any covenant contained in this Security Agreement nor any breach of warranty from constituting an Event of Default. Each Grantor hereby appoints the Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, or otherwise, from time to time after the occurrence and during the continuation of an Event of Default in the Agent's discretion to take any action and to execute any instrument consistent with the terms of the Credit Agreement and the other Security Documents which the Agent may deem necessary to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 9.3 Expenses. Each Grantor will upon demand pay to the Agent the amount of any and all amounts required to be paid pursuant to Section 10.04 of the Credit Agreement.

SECTION 9.4 Continuing Security Interest; Assignment. This Security Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon the Grantors, their respective successors and assigns, and (ii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and the other Credit Parties and each of their respective successors, transferees and assigns. No other Persons (including, without limitation, any other creditor of any Grantor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Credit Party may assign or otherwise transfer any indebtedness held by it secured by this Security Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Credit Party, herein or otherwise, subject, however, to the provisions of the Credit Agreement.

SECTION 9.5 Termination; Release.

(a) This Security Agreement, the Lien in favour of the Agent (for the benefit of itself and the other Credit Parties) and all other security interests granted hereby shall terminate with respect to all Secured Obligations (other than contingent indemnification obligations for which claims have not been asserted) when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Secured Obligations shall have been paid in full in cash, other than contingent indemnification and expense reimbursement obligations which are not determinable and for which no claim has been made, (iii) all Letters of Credit shall have (A) expired or terminated and have been reduced to zero, (B) been Cash Collateralized to the extent required by the Credit Agreement, or (C) been supported by another letter of credit in a manner reasonably satisfactory to the L/C Issuer and the Agent, and (iv) all L/C Obligations shall have been paid in full in cash, provided, however, that in connection with the termination of this Security Agreement, the Agent may require such indemnities as it shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Secured Obligations that may subsequently be reversed or revoked, (y) any obligations that may reasonably be expected to thereafter arise with respect to the Other Liabilities, and (z) any Secured Obligations that may reasonably be anticipated to thereafter arise under Section 10.04 of the Credit Agreement.

(b) The Collateral shall be released from the Lien of this Security Agreement in accordance with the provisions of the Credit Agreement. Upon termination hereof or any release of Collateral in accordance with the provisions of the Credit Agreement, the Agent shall, upon the request and at the sole cost and expense of the Grantors, assign, transfer and deliver to the Grantors, against receipt and without recourse to or warranty by the Agent, such of the Collateral to be released (in the case of a release) or all of the Collateral (in the case of termination of this Security Agreement) as may be in possession of the Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Collateral, proper documents and instruments (including PPSA financing change statements, termination statements or releases) acknowledging the termination hereof or the release of such Collateral, as the case may be.

(c) At any time that the respective Grantor desires that the Agent take any action described in clause (b) of this SECTION 9.5, such Grantor shall, upon request of the Agent in its Permitted Discretion, deliver to the Agent an officer's certificate certifying that the release of the respective Collateral is permitted pursuant to clause (a) or (b) of this SECTION 9.5. The Agent shall have no liability whatsoever to any other Credit Party as the result of any release of Collateral by it as permitted (or which the Agent in good faith believes to be permitted) by this SECTION 9.5.

SECTION 9.6 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Grantor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Agent and the Grantors. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Grantor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Security Agreement or any other document evidencing the Secured Obligations, no notice to or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

SECTION 9.7 Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to any Grantor, addressed to it at the address of the Lead Borrower set forth in the Credit Agreement and as to the Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other parties hereto complying as to delivery with the terms of this SECTION 9.7.

SECTION 9.8 GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

SECTION 9.9 CONSENT TO JURISDICTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO SITTING IN TORONTO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ONTARIO COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN A FEDERAL COURT OF CANADA. EACH GRANTOR 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 SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH GRANTOR HEREBY IRREVOCABLY

WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) EACH GRANTOR AGREES THAT ANY ACTION COMMENCED BY ANY GRANTOR ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF THE PROVINCE OF ONTARIO SITTING IN TORONTO AS THE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.7. NOTHING IN THIS SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) 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 SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND WHETHER INITIATED BY OR AGAINST ANY SUCH PERSON OR IN WHICH ANY SUCH PERSON IS JOINED AS A PARTY LITIGANT). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.10 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 9.11 Execution in Counterparts; Effectiveness. This Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

SECTION 9.12 No Release. Nothing set forth in this Security Agreement shall relieve any Grantor from the performance of any term, covenant, condition or agreement on such Grantor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or shall impose any obligation on the Agent or any other Credit Party to perform or observe any such term, covenant, condition or agreement on such Grantor's part to be so performed or observed or shall impose any liability on the Agent or any other Credit Party for any act or omission on the part of such Grantor relating thereto or for any breach of any

representation or warranty on the part of such Grantor contained in this Security Agreement, the Credit Agreement or the other Loan Documents, or under or in respect of the Collateral or made in connection herewith or therewith. The obligations of each Grantor contained in this SECTION 9.12 shall survive the termination hereof and the discharge of such Grantor's other obligations under this Security Agreement, the Credit Agreement and the other Loan Documents.

SECTION 9.13 Obligations Absolute. All obligations of each Grantor hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor;

(b) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any other agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Loan Document or any other agreement or instrument relating thereto;

(d) any pledge, exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, the Credit Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of SECTION 9.6 hereof; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Grantor (other than the termination of this Security Agreement in accordance with SECTION 9.5(a) hereof).

SECTION 9.14 Judgment Currency. If, for the purposes of enforcing judgment in any court or for any other purpose hereunder or in connection herewith, it is necessary to convert a sum due hereunder in any currency into another currency, such conversion should be carried out to the extent and in the manner provided in the Credit Agreement.

SECTION 9.15 Amalgamation. If a Grantor amalgamates with any other corporation or corporations, it is the intention of the parties that the security interest granted under this Security Agreement will (a) extend to the property, assets and interests that (i) any of the amalgamating corporations own, or (ii) the amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all debts, liabilities and obligations of any of the amalgamating corporations and the amalgamated corporation to the Agent or any Credit Party, however or wherever incurred and whether as principal, guarantor or surety and whether incurred prior to, at the time of, or subsequent to, the amalgamation. The security interest granted under this Security Agreement will attach to the property, assets and interests of the amalgamating corporations not previously subject to this Security Agreement at the time of amalgamation and to any property, assets or interests thereafter owned or acquired by the amalgamated corporation when such property, assets and interests become owned or are acquired. Upon any such amalgamation, the defined term Grantor shall include each of the amalgamating corporations and the amalgamated corporation, the defined term Collateral shall include all of the property, assets and

interests described in (a) above, and the defined term Secured Obligations shall include the obligations described in (b) above.

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IN WITNESS WHEREOF, the Grantors and the Agent have caused this Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

BROOKS BROTHERS CANADA LTD., as a Grantor

By: _____
Name: Steven Goldaper
Title: Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: William Chan
Title: Director

EXHIBIT 6.1(a)
ABL License Acknowledgement
Intellectual Property Disposition

[BUYER/TRANSFEREE] hereby (a) grants to the [WF] and its agents or representatives, for the benefit of [WF] and the [CREDIT PARTIES], an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to [BUYER/TRANSFEREE]) to use, license or sublicense any [TRANSFERRED INTELLECTUAL PROPERTY (including, without limitation, all customer lists, domain names and social media accounts)], and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that [WF] and its agents or representatives may, solely in connection with the exercise of remedies by [WF], sell any inventory of the [LOAN PARTIES] directly to any person, including without limitation persons who have previously purchased the [LOAN PARTIES'] inventory from such [LOAN PARTY] and in connection with any such sale or other enforcement of [WF's] rights under the [ABL LOAN DOCUMENTS], may sell inventory which bears any trademark consisting of [TRANSFERRED INTELLECTUAL PROPERTY] and any inventory that is covered by any copyright consisting of [TRANSFERRED INTELLECTUAL PROPERTY] and [WF] and its agents or representatives may finish any work in process and affix any trademark consisting of [TRANSFERRED INTELLECTUAL PROPERTY] and sell such inventory, provided that (i) the license granted herein shall terminate upon the earlier to occur of (x) the sale of all [ABL COLLATERAL] and (y) the date that is [225] days after (1) the occurrence of an [ABL EVENT OF DEFAULT] and (2) the commencement by [WF] of the liquidation and sale of the [ABL COLLATERAL] (it being understood and agreed that If any stay or other order that prohibits any of [WF], the other [CREDIT PARTIES] or any [LOAN PARTY] (with the consent of [WF]) from commencing and continuing the liquidation and sale of the [ABL COLLATERAL] has been entered by a court of competent jurisdiction, such [225]-day period shall be tolled during the pendency of any such stay or other order and the period set forth above shall be so extended), (ii) [WF's] (or and such of its agents or representatives) use of such of [TRANSFERRED INTELLECTUAL PROPERTY] shall be reasonable and lawful, (iii) the license granted herein shall be utilized solely in connection with the exercise of remedies by [WF] for the liquidation and sale of the [ABL COLLATERAL] in North America (including through the use of the internet and [LOAN PARTY] owned websites). [BUYER/TRANSFEREE] acknowledges and agrees that in connection with any further sale, transfer or disposition of any such [TRANSFERRED INTELLECTUAL PROPERTY] by [BUYER/TRANSFEREE], such sale, transfer or disposition or any such change of control shall contain a written acknowledgement by the transferee that the transfer is subject to the license granted herein. [WF] shall be deemed to be an express third party beneficiary of this Section [__] and shall have the right to enforce the agreements by the [BUYER/TRANSFEREE] set forth herein. This Section [__] and the rights granted to [WF] hereunder may not be amended, terminated or otherwise modified without the prior written consent of [WF]. This Section [__] shall be enforceable and applicable both before and after the filing of any petition by or against any of the [LOAN PARTIES] under any insolvency laws, and all references herein to the [LOAN PARTIES] shall be deemed to apply to the [LOAN PARTIES] as debtors-in-possession. In that regard, the [BUYER/TRANSFEREE] shall not reject or seek to reject this Section [__] or the rights granted to [WF] hereunder in any such insolvency proceeding.

EXHIBIT 6.1(b)

ABL License Acknowledgement
Intellectual Property Encumbrance

[SECURED PARTY] hereby acknowledges and agrees that any pledge, assignment or grant by the [LOAN PARTIES] of any security interest in Intellectual Property contained in this [AGREEMENT] in favour of [SECURED PARTY] is being made expressly subject to the grant to [WF] by the [LOAN PARTIES] of the "ABL License" referred to in SECTION 6.1 of the Security Agreement (the "ABL License"). [SECURED PARTY] (i) acknowledges and consents to (and agrees to be bound by) the ABL License and (ii) agrees that its [Liens] in the [SECURED PARTY'S COLLATERAL] shall be subject in all respects to the ABL License. Furthermore, the [SECURED PARTY] agrees that, in connection with any exercise of remedies conducted by the [SECURED PARTY] in respect of [SECURED PARTY'S COLLATERAL], (x) any notice required to be given by the [SECURED PARTY] in connection with such exercise of remedies shall contain an acknowledgement of the existence of the ABL License and (y) the [SECURED PARTY] shall provide written notice to any purchaser, assignee or transferee pursuant to an exercise of remedies that the applicable assets are subject to such ABL License. [WF] shall be deemed to be an express third party beneficiary of this SECTION [__] and shall have the right to enforce the agreements by the [SECURED PARTY] set forth herein. This SECTION [__] and the rights granted to [WF] hereunder may not be amended, terminated or otherwise modified without the prior written consent of [WF]. This SECTION [__] shall be enforceable and applicable both before and after the filing of any petition by or against any of the [LOAN PARTIES] under any insolvency laws, and all references herein to the [LOAN PARTIES] shall be deemed to apply to the [LOAN PARTIES] as debtors-in-possession.

SCHEDULE I

Filings, Registrations and Recordings

Registration of financing statements under the applicable *Personal Property Security Act* in each of the following provinces:

- British Columbia
- Alberta
- Ontario

THIS IS **EXHIBIT "L"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC.,	:	**Case No. 20–11785 (CSS)**
Debtor.	:	
	:	**Re: D.I. 2**
Fed. Tax Id. No. 51-0368883	:	
In re:	:	**Chapter 11**
BROOKS BROTHERS FAR EAST LIMITED,	:	**Case No. 20–11786 (CSS)**
Debtor.	:	
Fed. Tax Id. No. N/A	:	
In re:	:	**Chapter 11**
696 WHITE PLAINS ROAD, LLC,	:	**Case No. 20–11787 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 85-0557265	:	
In re:	:	**Chapter 11**
BBD HOLDING 1, LLC,	:	**Case No. 20–11788 (CSS)**
Debtor.	:	
Fed. Tax Id. No. N/A	:	
In re:	:	**Chapter 11**
BBD HOLDING 2, LLC,	:	**Case No. 20–11789 (CSS)**
Debtor.	:	
Fed. Tax Id. No. N/A	:	

In re:	:	**Chapter 11**
BBDI, LLC,	:	**Case No. 20–11790 (CSS)**
Debtor.	:	
Fed. Tax Id. No. N/A	:	
In re:	:	**Chapter 11**
BROOKS BROTHERS INTERNATIONAL, LLC,	:	**Case No. 20–11791 (CSS)**
Debtor.	:	
Fed. Tax Id. No. N/A	:	
In re:	:	**Chapter 11**
BROOKS BROTHERS RESTAURANT, LLC,	:	**Case No. 20–11792 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 46-1763846	:	
In re:	:	**Chapter 11**
DECONIC GROUP LLC,	:	**Case No. 20–11793 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 32-0190969	:	
In re:	:	**Chapter 11**
GOLDEN FLEECE MANUFACTURING GROUP, LLC,	:	**Case No. 20–11794 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 26-2885649	:	

In re:	:	**Chapter 11**
RBA WHOLESALE, LLC,	:	**Case No. 20–11795 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 13-4280986	:	
In re:	:	**Chapter 11**
RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC,	:	**Case No. 20–11796 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 27-1731916	:	
In re:	:	**Chapter 11**
RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.	:	**Case No. 20–11797 (CSS)**
Debtor.	:	
Fed. Tax Id. No. 04-3662147	:	

ORDER (I) DIRECTING JOINT ADMINISTRATION OF CHAPTER 11 CASES, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[1] of Brooks Brothers Group, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), for an entry of an order (i) directing joint administration of their chapter 11

[1] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

cases for procedural purposes only, and (ii) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Motion (the "**Hearing**"); and upon the First Day Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.

2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 20-11785 (CSS).

3. 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 estates.

4. The caption of the jointly administered cases shall read as follows:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*	:	**Case No. 20–11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

5. A docket entry shall be made in each of the above-captioned cases substantially as follows:

> An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases of Brooks Brothers Group, Inc.; Brooks Brothers Far East Limited; BBD Holding 1, LLC; BBD Holding 2, LLC; BBDI, LLC; Brooks Brothers International, LLC; Brooks Brothers Restaurant, LLC; Deconic Group LLC; Golden Fleece Manufacturing Group, LLC; RBA Wholesale, LLC; Retail Brand Alliance Gift Card Services, LLC; Retail Brand Alliance of Puerto Rico, Inc.; and 696 White Plains Road, LLC. The docket in Brooks Brothers Group, Inc., Case No. 20-11785 (CSS) should be consulted for all matters affecting this case.

6. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: July 10th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "M"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

ASSET PURCHASE AGREEMENT

BY AND AMONG

BROOKS BROTHERS GROUP, INC.,
696 WHITE PLAINS ROAD, LLC
BROOKS BROTHERS INTERNATIONAL, LLC
BROOKS BROTHERS RESTAURANT, LLC
RBA WHOLESALE, LLC
RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC
RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.
BROOKS BROTHERS CANADA LTD.
BBD HOLDING 1, LLC
BBD HOLDING 2, LLC
BBDI, LLC
BROOKS BROTHERS FAR EAST LIMITED

AND

SPARC GROUP LLC

JULY 23, 2020

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of July 23, 2020 by and among Brooks Brothers Group, Inc., a Delaware corporation ("BBGI") and the direct or indirect wholly-owned Subsidiaries of BBGI signatory hereto (together with BBGI, each a "Seller" and, collectively, "Sellers"), and SPARC GROUP LLC, a Delaware limited liability company ("Buyer"). Each of Sellers and Buyer are referred to herein as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, Sellers and certain of their affiliates have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on July 8, 2020 (the "Petition Date") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers are engaged in, among other things, (i) the business of designing, sourcing, marketing, licensing, distributing and selling apparel and accessories on both wholesale and retail bases, (ii) the business and operations of the retail clothing stores at the locations set forth in Section 3.6 of the Disclosure Schedule (as defined below) under the brand "Brooks Brothers" (each a "Store" and, collectively, the "Stores") by Sellers relating to the retail sale of clothing and accessories at such Stores, (iii) the business and operations of acting as a franchisor of retail clothing stores under the brand "Brooks Brothers" relating to the retail sale of clothing and accessories at such stores, and (iv) the business and operations of the e-commerce platforms (including the E-Commerce Platform) by Sellers relating to the retail sale of clothing and accessories on such e-commerce platforms (collectively, the "Business" but in any event excluding the Excluded Business (as defined below));

WHEREAS, concurrently with the execution and delivery of this Agreement, each of Simon Property Group, L.P. and ABG Intermediate Holdings 2 LLC has entered into an equity commitment letter with Buyer, substantially in the form attached hereto as Exhibit J, pursuant to which each of Simon Property Group, L.P. and ABG Intermediate Holdings 2 LLC has committed to make, or cause one or more of its Affiliates to make, in connection with this Agreement, an equity contribution to Buyer in accordance with the terms thereof; and

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Sellers, all of the Acquired Assets (as defined below) and Assumed Liabilities (as defined below), all as more specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement:

"Acquired Assets" means all of Sellers' right, title and interest, in and to all of the properties, rights, interests and other tangible and intangible assets of Sellers used in, held for use in, or relating to the Business (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) including any such properties, rights, interests and other tangible and intangible assets acquired by Sellers after the date hereof but prior to the Closing; provided, however, that the Acquired Assets shall not include any Excluded Assets and; provided, further, that such definition shall be narrowed by the qualifications set forth in clauses (a) through (o) below. Without limiting the generality of the foregoing, the Acquired Assets shall include the following assets (except to the extent listed or otherwise included as an Excluded Asset) used in, held for use in, or relating to the Business:

(a) the Inventory (other than Excluded Inventory);

(b) the Furnishings and Equipment (other than Excluded Furnishings and Equipment);

(c) the Owned Real Property and the Assumed Leases, together with (to the extent of Sellers' interest therein) the buildings, fixtures and improvements located on or attached to the underlying real property, and all rights arising thereunder, and all tenements, hereditaments, appurtenances and other real property rights appertaining thereto, and with respect to the Leases, subject to the rights of the applicable landlord (including rights to ownership or use of such property) under such Assumed Leases;

(d) all rights and benefits under the Transferred Contracts;

(e) all Permits of Sellers, to the extent transferable;

(f) all prepaid expenses of any Seller, including deposits, security deposits, merchant deposits, prepaid rent and prepaid expenses previously paid by Sellers to fulfill Sellers' obligations under the Leases and, to the extent transferable, other deposits relating to the Stores under any of the Transferred Contracts;

(g) the Store Cash as of the Closing;

(h) all books and records, including files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records of any Seller used in, held for use in, or relating to the Business, the Acquired Assets or the Assumed Liabilities, excluding (for the avoidance of doubt) Customer Data;

(i) all marketing, advertising and promotional materials and product samples and designs, in each case that do not exclusively relate to the Excluded Trademarks;

(j) all goodwill, customer and referral relationship, other intangible property and all privileges relating to, arising from or associated with the Business or the Acquired Assets, in each case that do not exclusively relate to the Excluded Trademarks;

(k) all personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, information technology systems, computer systems, hardware, vehicles, spare and replacement parts, fuel and other tangible personal property;

(l) all of the equity interests of Sellers' Subsidiaries listed on Schedule 1.1(a);

(m) all assets, rights and properties of or relating to any Assumed Employee Benefit Plan;

(n) all Intellectual Property owned or purported to be owned by Sellers;

(o) all internet domain names, social media accounts, profiles, pages, feeds, registrations and other online presences owned or purported to be owned by Sellers, in each case other than those exclusively relating to the Excluded Trademarks;

(p) all software, computer programs, computer code, and related programmers' annotations, documentation and notes, in each case owned or controlled by Sellers;

(q) all of Sellers' rights of publicity and all similar rights, including all commercial merchandising rights, in each case other than those exclusively relating to the Excluded Trademarks;

(r) product designs, design rights, tech packs, artwork, archival materials and advertising materials, copy, commercials, images and artwork owned by any Seller, or in which any Seller has any interest or right, in each case that do not exclusively relate to the Excluded Trademarks;

(s) royalty payments and licensing receivables generated in connection with the Intellectual Property Licenses attributable to the period from and after the Closing, in each case other than royalty payments generated exclusively by the Excluded Trademarks, and in each case where the allocation of the royalty payments and licensing receivables between Buyer and Sellers shall be determined in accordance with Schedule 1.1(b);

(t) all Sellers' telephone, fax numbers and email addresses;

(u) all Intellectual Property Licenses granted by the Sellers or their respective Subsidiaries to third parties (including the JVs), other than Intellectual Property Licenses exclusively related to Excluded Trademarks;

(v) all customer data and information derived from any purchases at the Stores, through the E-Commerce Platform or through any other platform or branded loyalty promotion programs (collectively, "Customer Data"), provided such information is owned by Sellers or their respective Subsidiaries and solely to the extent permitted by the Bankruptcy Code, applicable Law, and Sellers' contractual obligations and respective privacy policies or notices in effect at the time of collection of such information;

(w) financial, marketing and business data, pricing and cost information, business and marketing plans, servers, offsite and backup storage, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files of any Seller in whatever media retained or stored, including computer programs and disks, in each case used in, held for use in, or relating to the Business, the Acquired Assets or the Assumed Liabilities, including files in the possession of or under the control of Sellers;

(x) (i) insurance proceeds received by Sellers following the Closing Date (or that are received prior to the Closing) that were specifically paid in respect of losses incurred in respect of any individual Acquired Assets acquired by Buyer hereunder and (ii) insurance awards received by Sellers following the Closing Date (or that are received prior to the Closing) that were specifically paid in respect of losses incurred in respect of any individual Acquired Assets acquired by Buyer hereunder, in each case of clauses (i) and (ii) in respect of which such Acquired Assets have not been remediated to their form immediately prior to the loss incurring event by Sellers or their Affiliates prior to Closing;

(y) any Tax refund, deposit, prepayment, credit, attribute, or other Tax asset or Tax receivable of or with respect to any Assumed Taxes;

(z) to the extent transferable, all third-party warranties, guarantees, refunds, rights of recovery, rights of set-off or counter-claim and rights of recoupment of every kind and nature for the benefit of, or enforceable by, any Seller in each case to the extent arising from or relating to the Business, the Acquired Assets or the Assumed Liabilities;

(aa) all tangible and intangible assets included in the E-Commerce Platform or any similar e-commerce platform owned, operated, or controlled by any Seller or Subsidiary thereof; provided that to the extent any such assets include rights to which Sellers or any of their respective Subsidiaries are entitled pursuant to any Contract, such rights shall only be included in the Acquired Assets if such Contract is a Transferred Contract, and excluding (for the avoidance of doubt) Customer Data;

(bb) the Purchased Actions; and

(cc) accounts receivable of Sellers which consist of accounts payable of any Designated Foreign Subsidiary (other than any JV) the equity interests of which are sold, assigned or transferred in accordance with Section 6.11 or any Transferred Entity, other than accounts payable of any such a Designated Foreign Subsidiary or Transferred Entity permitted to be paid in accordance with Section 5.2(a)(II) or (III).

provided, however, notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

"Adjustment Amount" has the meaning set forth in Section 2.7(c)(i).

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where "control" means the power, directly or indirectly, to

direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

"Affiliate Agreement" has the meaning set forth in Section 3.16.

"Agreement" has the meaning set forth in the preamble.

"Allocation Principles" has the meaning set forth in Section 2.9.

"Anti-Corruption Laws" has the meaning set forth in Section 3.14(d).

"Antitrust Law" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and all other Laws and orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition, whether in the United States or any other jurisdiction.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.5(b).

"Assignment and Assumption of Lease" has the meaning set forth in Section 2.5(b).

"Assumed Employee Benefit Plan" means each Employee Benefit Plan listed on Section 3.12(a) of the Disclosure Schedule, subject to update by Buyer in accordance with Section 2.8.

"Assumed Leases" has the meaning set forth in Section 2.8(b), and shall include, for the avoidance of doubt, the Designated Leases assumed and assigned to Buyer pursuant to Section 2.8(c).

"Assumed Liabilities" means only the following Liabilities:

(a) all Liabilities under the Assumed Leases and Transferred Contracts solely to the extent such Liabilities arise from and after the Closing Date;

(b) all Buyer Cure Costs;

(c) all Assumed Taxes and all Transfer Taxes to be borne by Buyer pursuant to Section 6.4(a);

(d) all accounts payable relating to any inventory ordered upon the written request of Buyer following the Petition Date and delivered following the Closing Date (the "New Inventory");

(e) all Liabilities to the extent relating to or arising out of the ownership, possession, operation or use of any Acquired Assets, in each case from and after the Closing;

(f) all Liabilities related to an Assumed Employee Benefit Plan (including all assets, trusts, insurance policies and administration service contracts related thereto)

arising on or after the Closing and all Liabilities which are expressly assumed pursuant to Section 6.3;

(g) all Liabilities related to the Owned Real Properties solely to the extent such Liabilities arise from and after the Closing, including any Permitted Post-Closing Liens to which they are subject;

(h) all Liabilities relating to or arising out of honoring any of the items described in clause (a) of the definition of Gift Cards issued before Closing and presented to Buyer or its Affiliates for redemption after Closing; and

(i) any Liabilities arising from Buyer's employment of the Transferred Employees after the Closing, including those Liabilities which are expressly assumed pursuant to Section 6.3;

provided, however, that notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

"Assumed Taxes" means any Liability for Taxes arising from the ownership or operation of the Business or the Acquired Assets in a Post-Closing Tax Period. For the avoidance of doubt, Taxes allocated to Buyer under Section 2.10(c) shall be treated as Assumed Taxes.

"Auction" has the meaning set forth in Section 5.4(e).

"Audited Financial Statements" has the meaning set forth in Section 3.17.

"Back-Up Bidder Notice" has the meaning set forth in Section 5.4(e).

"Back-Up Termination Date" has the meaning set forth in Section 5.4(e).

"Bankruptcy Cases" means the contemplated Chapter 11 cases of Sellers and certain of their Affiliates.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Court Milestones" has the meaning set forth in Section 5.4(d).

"Bidding Procedures Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Buyer and Sellers that, among other things, (a) approves and authorizes the payment of the Termination Payment on the terms and conditions set forth in Section 5.4, (b) establishes procedures for the Auction process, the forms of which are attached hereto as Exhibit A, and (c) establishes a date for the Auction, if necessary, and the Sale Hearing.

"Bill of Sale" has the meaning set forth in Section 2.5(b).

"Bonding Requirements" means standby letters of credit, guarantees, indemnity bonds and other financial commitment credit support instruments issued by third parties on behalf of Sellers or any of their respective Subsidiaries or Affiliates regarding any of the Acquired Assets.

"Break-Up Fee" means an amount equal to three percent (3%) of $305,000,000, to compensate Buyer for serving as the "stalking horse" and subject this Agreement and the Related Agreements to higher and better offers.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day, other than a Saturday, Sunday and any day which is a legal holiday under the Laws of the State of New York or is a day on which banking institutions located in the State of New York are authorized or required by Law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer 401(k) Plan" has the meaning set forth in Section 6.3(e).

"Buyer Cure Costs" means all Cure Costs as determined by Final Order of the Bankruptcy Court or as agreed by Buyer and the applicable counterparty to an Assumed Lease or Transferred Contract arising out of the assumption by the applicable Sellers and assignment to Buyer of (i) the Assumed Leases and (ii) the Transferred Contracts, including any Designated Contracts and Designated Leases designated by Buyer for assumption and assignment pursuant to Section 2.8(b), Section 2.8(c) or Section 2.8(d). For the avoidance of doubt, Buyer Cure Costs shall not include any Liabilities allocated to Sellers pursuant to Section 2.10 or any Liabilities with respect to any Assumed Lease or Transferred Contract accruing or payable on or after the Petition Date and before the Closing, all of which shall be paid by Sellers.

"Buyer Proration Amount" has the meaning set forth in Section 2.10(a).

"Canada Distribution Center" means the third party distribution center located at 5101 Orbitor Drive, Mississauga, ON L4W 5R8, Canada.

"Canadian Seller" means Brooks Brothers Canada Ltd.

"Cash Equivalents" means cash, checks, money orders, funds in time and demand deposits or similar accounts, marketable securities, short-term investments, and other cash equivalents and liquid investments.

"Claim" means any claim within the meaning of Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"Closing Date Purchase Price" has the meaning set forth in Section 2.3(a).

"COBRA" has the meaning set forth in Section 6.3(g).

"Competing Bid" has the meaning set forth in Section 5.4(b).

"Computer Systems" has the meaning set forth in Section 3.13(f).

"Confidential Information" has the meaning set forth in Section 6.10.

"Confidentiality Agreement" means the confidentiality agreement, dated as of March 28, 2019, by and between BBGI and Authentic Brands Group LLC.

"Contract" means any agreement, contract, license, note, arrangement, commitment, promise, obligation, right, instrument, document, purchase order, sales order, or other similar understanding, which in each case is in writing and signed by parties intending to be bound thereby.

"Contracting Parties" has the meaning set forth in Section 9.14.

"Cost" means any Seller's or its applicable Subsidiaries' actual FOB cost, inclusive of all inbound costs of freight and all customs duties and charges, associated with the Inventory as reflected on the Seller's or its applicable Subsidiaries' books and records.

"Covered Collective Bargaining Agreements" means the collective bargaining agreements covering any of the Covered Employees, each of which is listed in Section 3.8 of the Disclosure Schedule.

"Covered Employee" means any employee of BBGI or any of its Subsidiaries at the Closing whose duties relate to the operation of the Business, including such employees who are on short-term disability, long-term disability or any other approved leave of absence.

"Covered Employee Census" has the meaning set forth in Section 3.8(c).

"COVID-19" means COVID-19 and SARS-COV-2 and their progeny.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, safety or similar Law, directive, guidelines or recommendations promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19.

"Credit Bid" has the meaning set forth in Section 2.3(a).

"Credit Card Receivables" means the accounts receivable and other amounts owed to any Seller or Affiliate thereof in connection with any customer purchases, returns or exchanges or otherwise that are made with credit cards, including, for the avoidance of doubt, any payment processor receivables.

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by the applicable Seller and assignment to Buyer of the Transferred Contracts and the Assumed Leases.

"Cure Notice" means those certain statements filed with the Bankruptcy Court regarding Sellers' potential assumption and assignment of Contracts and Leases and the related Proposed Cure Costs.

"Customer Deposit Balance" means, as of the Closing Date, the aggregate amount of customer deposits held by any Seller or any of its Subsidiaries in respect of made-to-measure or other custom orders not yet delivered, including commercial uniforms.

"Decree" means any judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order, or any other order of any Governmental Authority.

"Designated Contract" means all executory Contracts not set forth on Schedule 2.8(b) immediately prior to the Closing; provided, however, that "Designated Contract" shall not be deemed to include any Intellectual Property Licenses.

"Designated Foreign Subsidiaries" means each of Sellers' Subsidiaries listed on Schedule 1.1(c) attached hereto.

"Designated Lease" all unexpired Leases not set forth on Schedule 2.8(b) immediately prior to the Closing.

"Designation Counterparty" has the meaning set forth in Section 2.8(c).

"Designation Notice" has the meaning set forth in Section 2.8(c).

"Designation Rights Period" means, with respect to any Contract or Lease to be assumed and assigned or rejected pursuant to Section 2.8(c), the period from the Closing Date and ending on the date which is (i) five (5) Business Days after delivery of a notice of rejection by Buyer with respect to such Contract or Lease, or (ii) the date on which such Contract or Lease is assumed and assigned in accordance with this Agreement; provided, that the Designation Rights Period shall end no later than the later of (A) the date on which the Bankruptcy Court enters an order confirming a reorganization or liquidation plan concerning Sellers in the Bankruptcy Cases, and (B) December 31, 2020.

"DIP Financing Agreement" means that certain Debtor-In-Possession Term Loan Agreement, dated as of July 10, 2020, by and among Brooks Brothers Group, Inc., as Lead Borrower, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto, and ABG-BB, LLC, as Agent.

"DIP Interim Order" means that certain 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 Automatic Stay, (vi) Scheduling a Final Hearing, and (vii) Granting Related Relief, entered by the Bankruptcy Court in the Bankruptcy Cases on July 10, 2020.

"DIP Lenders" means the "Lenders" as defined in the DIP Financing Agreement.

"Disclosure Schedule" has the meaning set forth in Article III.

"Dispute Notice" has the meaning set forth in Section 2.7(b)(ii).

"E-Commerce Platform" means the series of software and hardware applications (and related services) integrated into and used in the operation of, and through which Sellers or any of their respective Subsidiaries sell inventory to consumers who place orders for such inventory through, the brooksbrothers.com (and similar permutations thereof) websites and any other websites used by Sellers or any of their respective Subsidiaries and related internet or "app" based sales, marketing, advertising, and social media channels, including the Transferred Contracts and Intellectual Property Licenses included in the Acquired Assets pursuant to which such software and hardware applications (and related services) are owned or licensed by Sellers or any of their respective Subsidiaries.

"Employee Benefit Plan" has the meaning set forth in Section 3.12(a).

"Environmental Law" means any federal, state, local or foreign Law relating to the protection of the environment or natural resources or the generation, processing, distribution, use, handling, treatment, storage, disposal, transport, or release of, or exposure to, Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means, with respect to any Person, any corporation, trade or business which, together with such person, is a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of Section 414 of the IRC.

"ERISA Affiliate Liability" means any obligation, Liability, or expense of Sellers or any of its ERISA Affiliates which arises under or relates to any Employee Benefit Plan that is subject to (i) Title IV of ERISA, Section 302 of ERISA, Section 412 of the IRC or (ii) COBRA or any other statute or regulation that imposes Liability on a "controlled group" basis pursuant to Section 414(b), (c), (m) or (o) of the IRC or Section 4001(b) of ERISA.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means that certain Escrow Agreement, dated as of the date of this Agreement, by and among BBGI, Buyer, and the Escrow Agent, a copy of which is attached hereto as Exhibit B.

"Escrow Amount" has the meaning set forth in Section 2.3(b).

"Estimated Inventory Adjustment Amount" means (a) the Estimated Inventory Purchase Price minus (b) the Target Inventory Purchase Price (which calculation may be a negative number); provided, that in the event the Estimated Inventory Adjustment Amount is a positive number, then the Estimated Inventory Adjustment Amount shall be deemed to equal zero (0).

"Estimated Inventory Purchase Price" means the product of (a) the Estimated Inventory Value multiplied by (b) 0.75.

"Estimated Inventory Value" means Sellers' good faith estimate of the aggregate Inventory Value.

"Excluded Assets" means the following assets of Sellers, and only the following assets:

(a) (i) all organizational documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates, and other documents relating to Sellers' organization, maintenance, existence, and operation; (ii) all books and records, correspondence or communications to the extent related to (A) Taxes paid or payable by Sellers and (B) any claims, obligations or liabilities not included in Assumed Liabilities (and including any attorney-client privilege associated with any of the items described in the preceding clauses (A) or (B)); and (iii) any Tax refund, deposit, prepayment, credit, attribute, or other Tax asset or Tax receivable of or with respect to any Seller (including any duty drawbacks paid by or refunded to Sellers), other than as specifically described in clause (y) of the definition of Acquired Assets;

(b) equity interests in any of Sellers' Subsidiaries (other than, for the avoidance of doubt, the equity interests identified in clause (l) of the Acquired Assets);

(c) all Cash Equivalents (other than the Store Cash), all Credit Card Receivables, and all accounts receivable;

(d) all insurance policies and binders (including any directors and officers insurance policies and binders) and all claims, refunds and credits from insurance policies or binders due or to become due with respect to such policies or binders, in each case other than to the extent included as Acquired Assets (including pursuant to clause (x) of the definition thereof);

(e) all of Sellers' rights under this Agreement or any Related Agreement;

(f) all of Sellers' assets, rights, Contracts and properties that are exclusively related to any Excluded Asset;

(g) any Personal Information or other books and records, data or other information to the extent the transfer of which hereunder would result in a violation of applicable Law or Sellers' contractual obligations or respective privacy policies or notices in effect at the time of collection of such Personal Information;

(h) the Furnishings and Equipment described on Schedule 1.1(d) (the "Excluded Furnishings and Equipment");

(i) other than the Purchased Actions, any claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, demands, right of recovery, rights of set-off, rights of subrogation and all other rights of any kind, in each case to the extent arising from the Excluded Assets or the Excluded Liabilities;

(j) all Contracts and Leases other than the Transferred Contracts and Assumed Leases;

(k) all Excluded Inventory;

(l) all assets, rights and properties of or relating to any Employee Benefit Plan that is not an Assumed Employee Benefit Plan;

(m) any credit card numbers or related customer payment source, or social security numbers;

(n) all Excluded Trademarks;

(o) the Retained Actions;

(p) all assets exclusively used or exclusively held for use in the Excluded Business; and

(q) those items set forth on Schedule 1.1(e).

"Excluded Business" means (i) any business conducted by Deconic Group LLC and (ii) any manufacturing business operated by Sellers.

"Excluded Furnishings and Equipment" has the meaning set forth in the definition of Excluded Assets.

"Excluded Inventory" means inventory of the Business that is (i) not saleable in the ordinary course because it is so damaged or defective that it cannot reasonably be used for its intended purpose; (ii) located in Canada that Sellers cannot transfer to Buyer free and clear of all Liens (other than Permitted Post-Closing Liens), if any, after compliance with their obligations pursuant to Section 5.12; or (iii) not transferable to Buyer under applicable Law.

"Excluded Liabilities" means any and all Liabilities of Sellers, whether existing at the Closing or arising thereafter, other than the Assumed Liabilities. Without limiting the foregoing, Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller, any Affiliate thereof or any predecessor of any Seller or Affiliate thereof, whether incurred or accrued before or after the Closing (in each case, other than an Affiliate that is acquired by Buyer pursuant to or in accordance with this Agreement):

(a) All Cure Costs other than Buyer Cure Costs;

(b) Any collective bargaining agreements, including the Covered Collective Bargaining Agreements;

(c) any Liability (i) not relating to or arising out of the Stores or the Acquired Assets or the Business, including any Liability to the extent relating to or arising out of the

Excluded Assets or (ii) to the extent relating to or arising out of the closed Stores or Closing Stores, in the case of this clause (ii) unless assumed by Buyer pursuant to Section 2.8;

(d) (i) all Taxes of the Seller arising from the ownership or operation of the Business or Acquired Assets, other than Assumed Taxes and (ii) Retained Taxes;

(e) any Liabilities arising from or related to payroll and payroll Taxes for the current and former employees or independent contractors or other service providers of Sellers or any Subsidiary of a Seller accrued or deferred as permitted under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 that otherwise would have been required to be deposited and paid in connection with amounts paid to such person at any time on or prior to the Closing;

(f) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;

(g) any Liabilities in respect of any Contracts or Leases that are not Transferred Contracts or Assumed Leases, including any Liabilities arising out of the rejection of any such Contracts or Leases pursuant to 365 of the Bankruptcy Code, except for obligations of Buyer during the Designation Rights Period expressly set forth in Section 2.8 or in the Occupancy Agreement;

(h) except for Liabilities expressly identified as Assumed Liabilities or expressly allocated to Buyer in this Agreement, all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers or of any of their predecessors in connection with this Agreement or the administration of the Bankruptcy Cases (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code (which such amounts shall be paid by Sellers from the proceeds collected in connection with the Excluded Assets) and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of the DIP Financing Agreement, and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers or of any of their predecessors payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith;

(i) except as expressly assumed under Section 6.3, all (i) payments or entitlements to any current or former employees, officers, directors or consultants of the Business, including wages, other remuneration, holiday or vacation pay, bonus, change of control, retention, key employee incentive plan payments, key employee retention plan, severance pay (statutory or otherwise), commission, post-employment medical or life obligations, pension contributions, insurance premiums and taxes to the extent incurred or accrued on or prior to the Closing, but excluding, for the avoidance of doubt, any Liabilities

which are expressly assumed under Section 6.3, (ii) ERISA Affiliate Liability, (iii) any Liability of any Covered Employee or other current or former employee or independent contractor of Sellers and their Subsidiaries that does not become a Transferred Employee, (iv) any obligation, Liability or expense relating to any collective bargaining agreement or union agreement including, without limitation the Covered Collective Bargaining Agreements, and including without limitation any withdrawal liability with respect to any multiemployer plan (as defined under Section 3(37) of ERISA) (whether or not yet asserted), (v) any Liabilities arising from or related to payroll and payroll Taxes for the current and former employees or independent contractors or other service providers of Sellers accrued or deferred as permitted under Section 2303 of the Coronavirus Aid, Relief and Economic Security Act of 2020 that otherwise would have been required to be deposited and paid in connection with amounts paid to such person at any time on or prior to the Closing, (vi) any Liability with respect to Seller's defined benefit pension plans (including the Retail Brand Alliance, Inc. Pension Plan and the Brooks Brothers Pension Plan) or retiree medical or retiree life insurance plans or arrangements (including the Retail Brand Alliance, Inc. Post-Retirement Medical and Life Plan) and (vii) any obligation, Liability or expense relating to or arising out of the employment practices of Sellers or any of their Affiliates in connection with or related to the Business occurring prior to the Closing, including any violations of Sellers or their Affiliates of any labor or employment agreement in connection with or related to the Business;

(j) any claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, demands, right of recovery, rights of set-off, rights of subrogation and all other rights of any kind, in each case to the extent arising from the Excluded Assets or the Excluded Liabilities;

(k) all Liabilities arising under Environmental Laws, other than to the extent arising solely out of events, facts or circumstances that first occur on or after the Closing with respect to the ownership or operation of the Stores (other than the Closing Stores, unless assumed by Buyer pursuant to Section 2.8) or the Acquired Assets from and after the Closing;

(l) all Liabilities related to the WARN Act, to the extent applicable, with respect to Sellers' termination of employment of Sellers' or any of their respective Affiliates' employees on or prior to Closing;

(m) all Liabilities arising under any Employee Benefit Plan that is not an Assumed Employee Benefit Plan (including all assets, trusts, insurance policies and administration service contracts related thereto), but excluding, for the avoidance of doubt, any Liabilities which are expressly assumed under Section 6.3;

(n) all Liabilities of Sellers or of any of their predecessors to their respective equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any Liability of Sellers or of any of their predecessors pursuant to any Affiliate Agreement that is not a Transferred Contract;

(o) all Liabilities arising out of or relating to any business or property formerly owned or operated by any Seller, any Affiliate or predecessor thereof, but not presently owned and operated by any Seller;

(p) all accounts payable of Sellers or of any of their predecessors other than Liabilities for New Inventory that are Assumed Liabilities pursuant to clause (d) of the definition thereof;

(q) all Liabilities of Sellers or of any of their predecessors arising out of any Contract, Permit, or claim that is not transferred to Buyer hereunder;

(r) all Liabilities for all Professional Fees Amounts;

(s) any Liabilities in respect of the Excluded Business;

(t) any Liabilities arising out of or relating to winding down by Sellers of the business of Sellers, including the sale, offer for sale, distribution, provision or promotion by or on behalf of Sellers or their respective Affiliates of products or services using the Intellectual Property as set forth in Section 6.8, but without limiting Buyer's obligations as expressly set forth in Section 6.11;

(u) all Liabilities of Sellers relating to escheat or unclaimed property obligations arising from the ownership or operation of the Business or the Acquired Assets prior to the Closing, including any such Liabilities (other than Liabilities related to the Customer Deposit Balance) resulting from amounts deposited with Sellers prior to the Closing; and

(v) any Liability of Sellers or any of their predecessors associated with any and all indebtedness, including any guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' or any of their respective Subsidiaries' obligations, and including any guarantee obligations or imputed Liability through veil piercing incurred in connection with Sellers' Subsidiaries.

"Excluded Trademarks" means those Southwick trademarks set forth in Schedule 1.1(f).

"Financial Statements" has the meaning set forth in Section 3.17(a).

"FOB" means Free On Board under the Incoterms standard published by the International Chamber of Commerce.

"Furnishings and Equipment" means all fixtures, trade fixtures, store models and shelving owned by Sellers.

"GAAP" means United States generally accepted accounting principles consistently applied.

"GDPR" has the meaning set forth in Section 3.10.

"Gift Cards" means (a) prepaid balance cards (including single use set amount cards, if any) issued by Sellers that can be used or redeemed to purchase products of the Business and (b) to the extent set forth on Schedule 1.1(g), cards to customers of the Business entitling such customers to discounts on purchases of products of the Business.

"Governmental Authority" means any federal, state, local, or foreign government or governmental, taxing or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity.

"Hazardous Material" means any substance, material or waste that is listed, defined or otherwise characterized or regulated as "hazardous," or "toxic," or as a "pollutant," or a "contaminant" or words of similar meaning under any Environmental Laws, including without limitation petroleum, petroleum by-products, asbestos and asbestos-containing materials, polychlorinated biphenyls and pesticides.

"Holdback Account" has the meaning set forth in Section 2.5(a)(ii).

"Holdback Amount" has the meaning set forth in Section 2.5(a)(i).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Independent Accountant" has the meaning set forth in Section 2.7(b)(iii).

"Intellectual Property" means all intellectual property rights worldwide (whether arising under statutory or common law, contract or otherwise), which include the following items (a) technology, proprietary information and materials, including inventions, discoveries, processes, designs, tools, molds, techniques, developments and related improvements whether or not patentable; (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, reexaminations, extensions and any provisional applications, and any foreign or international equivalent of any of the foregoing; (c) trademarks (whether registered, unregistered or applied-for), trade dress, service marks, service names, trade names, brand names, product names, logos, corporate names, fictitious names, other names, symbols (including business symbols), slogans, social media identifiers (such as a Twitter® handle) and any foreign or international equivalent of any of the foregoing and any applications or registrations in connection with the foregoing; (d) domain name registrations; (e) technical, scientific and other know-how and information (including promotional material), confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, software, specifications, drawings, prototypes, molds, models, tech packs, artwork, archival materials and advertising materials, copy, commercials, images, artwork, and samples; (f) copyrights, including copyrights in databases, copyright applications, and copyright registrations, works of authorship and moral rights and renewals in connection therewith; (g) databases and data collections, customer lists, customer contact information, customer licensing and purchasing histories, manufacturing information, business plans, product roadmaps, and archival collections (if any) of articles of clothing, accessories, or any products or services, and all other trade secrets and know-how; (h) all other proprietary or intellectual property rights of every kind and nature

now known or hereafter recognized in any jurisdiction; (i) the right to sue for infringement and other remedies against infringement of any of the foregoing; and (j) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to above.

"Intellectual Property Licenses" means (i) any grant in writing to a third Person of any right to use any Intellectual Property owned by Sellers and (ii) any grant in writing to Sellers of a right to use a third Person's Intellectual Property rights, and in the case of each of the foregoing clauses (i) and (ii), the right to use any Intellectual Property shall include any co-existence agreements, covenants not to sue and any agreements of a similar nature relating to Intellectual Property.

"Intercompany Obligations" has the meaning set forth in Section 5.11.

"Interim Balance Sheet Date" has the meaning set forth in Section 3.17(a).

"Interim Financial Statements" has the meaning set forth in Section 3.17(a).

"Interim International Period" has the meaning set forth in Section 6.11.

"Inventory" means all finished goods inventory related to the Business to the extent (a) located in any (i) Store set forth on Section 3.6(a) of the Disclosure Schedule that is marked as a "current store" and not marked as a "closed location", "closed March" or on the "closing list" or (ii) Transferred Distribution Center or the Canada Distribution Center or (b) in transit to a Transferred Distribution Center or the Canada Distribution Center and in respect of which title thereto has passed to Sellers, in each case of the foregoing clauses (a) and (b) other than Excluded Inventory. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, "Inventory" does not include: (i) goods which belong to sublessees, licensees, department lessees, or concessionaires of any Seller; (ii) goods held by any Seller on memo, on consignment, or as bailee; (iii) inventory located in any Closing Store or Store set forth on Section 3.6(a) of the Disclosure Schedule that is marked as a "closed location", "closed March" or on the "closing list" on the Closing Date; or (iv) Furnishings and Equipment or improvements to real property.

"Inventory Adjustment Amount" means (a) the Inventory Purchase Price minus (b) the Target Inventory Purchase Price (which calculation may be a negative number).

"Inventory Purchase Price" means the product of (a) the aggregate Inventory Value multiplied by (b) 0.75.

"Inventory Value" means the Cost of all Inventory (calculated in accordance with Schedule 2.6), excluding any Excluded Inventory (but including any portion or all of the Excluded Inventory that Buyer deems in writing to be Inventory (without GAAP adjustment) on the Closing Date), which amount shall be calculated taking into account the Cost of the Inventory, subject to a "roll-forward" of actual sales, returns or receipts of Inventory between the Store Inventory Date, DC Inventory Date and the Closing Date (as each such term is defined in Schedule 2.6); provided, that, in lieu of any other adjustments to the Inventory Value of Inventory under this Agreement (e.g., adjustments for damaged, defective, or other inventory attributes), the aggregate Inventory Value

of the Inventory shall be adjusted (i.e., reduced) by means of a single global downward adjustment equal to one-half of one percent (0.5%) of the sum of the aggregate Inventory Value of the Inventory.

"IP Assignment and Assumption Agreements" has the meaning set forth in Section 2.5(b).

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"JV Agreements" means the organizational documents of the JVs.

"JVs" means, collectively, the entities listed on Schedule 1.1(h).

"Knowledge" of Sellers (and other words of similar import) means the knowledge, after reasonable due inquiry, of each of Rachel Barnett and Steven Goldaper. "Knowledge" of Buyer (and other words of similar import) means the actual knowledge of David Dick.

"Law" means any applicable U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, code, Decree (judicial or administrative) or other requirement or rule of law (including common law) promulgated by any Governmental Authority.

"Leased Real Property" has the meaning set forth in Section 3.6(a).

"Leases" means all leases, subleases, licenses, concessions, options, contracts, extension letters, easements, reciprocal easements, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements (written or oral), and any amendments or supplements to the foregoing, and recorded memoranda of any of the foregoing, pursuant to which any Seller holds any leasehold or subleasehold estates and other rights in respect of any Store or distribution center or premises exclusively used in connection with the Business.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

"License Period" has the meaning set forth in Section 6.8.

"Licensed Marks" has the meaning set forth in Section 6.8.

"Lien" means any lien (statutory or otherwise), Claim, interest, Liability, mortgage, deed of trust, pledge, lien, charge, hypothecation, security interest, option, license (other than non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business), right of first offer or refusal, easement, covenant, security agreement or other encumbrance or restriction on the use or transfer of any property (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as the foregoing, and (ii) any assignment or deposit arrangement in the nature of a security device).

"Litigation" means any action, cause of action, suit, claim, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative, or arbitral, whether at law or in equity, before any Governmental Authority.

"Material Adverse Effect" means any event, change, occurrence or effect that, individually or in the aggregate, (i) has, or would reasonably be expected to have, a material adverse effect on the Acquired Assets, the Assumed Liabilities or the Business, taken as a whole, or (ii) prevents, materially impedes or materially delays, or would reasonably be expected to prevent, materially impede or materially delay, the consummation by Sellers of the transactions contemplated by this Agreement; provided, however, that solely with respect to clause (i), no effect, change, event or occurrence to the extent arising out of or resulting from the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether there has been or will be a Material Adverse Effect: (a) general business or economic conditions in any of the geographical areas in which the Stores operate; (b) any condition or occurrence affecting retail clothing generally; (c) national or international political or social conditions, including the engagement by any country in hostilities, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (d) any event, change, occurrence or effect affecting financial, banking, or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (e) the occurrence of any act of God or other calamity or force majeure events (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, cyber-attack or malware attack, pandemic (including the COVID-19 pandemic, and any future resurgence, or evolutions or mutations, of COVID-19 or related disease outbreaks, epidemics or pandemics), natural disaster, fire, flood, hurricane, tornado, or other catastrophic weather event; (f) changes in Law or accounting rules occurring after the date of this Agreement; (g) the taking of any action expressly required by this Agreement (other than Section 5.2(a)) or any Related Agreement; (h) any effects or changes as a result of the announcement or pendency of this Agreement to the extent relating to the identity of Buyer; (i) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (j) any effects or changes to the extent arising from or related to the breach of the Agreement by Buyer; (k) any effect resulting from the filing of the Bankruptcy Cases; (l) the failure of Sellers to obtain any consent, permit, authorization, waiver or approval required in connection with the transactions contemplated hereby; or (m) any failure by Sellers to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating performance by any period (provided that the effects or changes underlying such failures (subject to the other provisions of this definition) shall not be excluded); except, in the case of each of causes (a), (b), (c), (d), (e) or (f), if the Acquired Assets, the Assumed Liabilities or the Business, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries or geographic locations in which Sellers operate.

"Non-Party Affiliates" has the meaning set forth in Section 9.14.

"Objection Deadline" has the meaning set forth in Section 2.8(c).

"Occupancy Agreement" means the Occupancy Agreement substantially in the form of Exhibit K.

"OFAC" has the meaning set forth in Section 3.14(c).

"Ordinary Course of Business" means the ordinary and usual course of normal day to day operations of the Business as conducted by Sellers through the date hereof consistent with past practice, with such deviations therefrom as are or have been reasonably necessary, (a) during any period of full or partial suspension of operations related to COVID-19, to (i) protect the health and safety of Sellers' or their Subsidiaries' employees and other individuals having business dealings with Sellers or their Subsidiaries, (ii) comply with any COVID-19 Measures or (iii) respond to third-party supply or service disruptions caused by COVID-19 or (b) after commencement of the Bankruptcy Cases and subject to substantial compliance with the Approved Budget (as defined in the DIP Interim Order), to preserve the value of the debtor's estate.

"Outside Date" has the meaning set forth in Section 8.1(b)(ii).

"Owned Real Property(ies)" means the real property described in Section 3.6(b) of the Disclosure Schedules.

"Parties" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance or similar right obtained from any Governmental Authority.

"Permitted Lien" means (a) Liens for Taxes not yet delinquent, or which are being contested in good faith by appropriate proceedings, in each case for which adequate reserves have been established on the financial statements of Sellers in accordance with GAAP; (b) mechanic's, workmen's, repairmen's, warehousemen's, carrier's or other similar Liens, including all statutory liens, arising or incurred in the Ordinary Course of Business; (c) with respect to leased or licensed real or personal property, the terms and conditions of the lease, license, sublease or other occupancy agreement applicable thereto (excluding any license of Intellectual Property); (d) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property; (e) Liens to be released pursuant to the Sale Order; and (f) easements, covenants, conditions, restrictions and other similar non-monetary matters affecting title to real property and other encroachments and title and survey defects; none of which, individually or in the aggregate, would, or would reasonably be expected to, materially detract from the use or value of the applicable property as currently used.

"Permitted Post-Closing Lien" means (a) with respect to real property leased by Sellers, zoning restrictions, building codes and other land use Laws regulating the use or occupancy of real property, (b) non-monetary encumbrances not violated by Sellers' current use of the assets or property subject to such Lien, to the extent that the Sale Order does not in fact release any such Lien upon Closing, and (c) any encumbrances on the interest of any landlord or sublandlord or underlying fee interest of any Assumed Lease.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including any Governmental Authority or any group of any of the foregoing.

"Personal Information" has the meaning set forth in Section 3.10.

"Petition Date" has the meaning set forth in the Recitals.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date.

"Professional Fees Amount" means an amount equal to all fees and expenses incurred and estimated to be incurred on or prior to the Closing Date (regardless of whether such fees and expenses have been approved by the Bankruptcy Court as of the Closing Date) by any professional retained pursuant to sections 327 and 1103 of the Bankruptcy Code in the Bankruptcy Cases.

"Proposed Cure Costs" has the meaning set forth in Section 2.8(a).

"Prorated Charges" has the meaning set forth in Section 2.10(a).

"Proration Period" has the meaning set forth in Section 6.4(b).

"Purchase Price" has the meaning set forth in Section 2.3(a).

"Purchase Price Allocation" has the meaning set forth in Section 2.9.

"Purchased Actions" means all causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of setoff, counterclaims, defenses, demands, remedies, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights (whether choate or inchoate, known or unknown, contingent or noncontingent) available to Sellers or their estates as of the time of the Closing against (A) Buyer or any of its Affiliates (other than Claims pursuant to this Agreement or arising out of the transactions contemplated hereby), (B) any person who as of the Closing serves as a director, officer, manager, employee, or advisor of any Seller or any Subsidiary thereof or any shareholder or Related Party of any Seller who becomes a director or advisor of Buyer or its Affiliates or becomes a Transferred Employee on or after the date of this Agreement ("Employee Purchased Actions"), and (C) any customer, supplier, manufacturer, distributor, broker, or vendor of any Seller, any Subsidiary thereof or any other Person with whom any Seller or any Subsidiary thereof has a commercial relationship in connection with the Business.

"Registered Intellectual Property" has the meaning set forth in Section 3.13(a).

"Related Agreements" means the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment and Assumption Agreements and the Assignment and Assumption of Lease.

"Related Party" means, with respect to any Person, such Person's Affiliates, successors and assigns and the partners, shareholders, members, investors and potential investors, parents, predecessors, subsidiaries, controlling persons, current and former directors, current and former officers, employees, agents, trustees, administrators, managers, advisors, attorneys and representatives of such Person and of such Person's Affiliates, successors and assigns.

"Representative" means, when used with respect to a Person, the Person's controlled and controlling Affiliates (including Subsidiaries) and such Person's and any of the foregoing Persons' respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel, and accountants), and financing sources.

"Retained Actions" means all causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of setoff, counterclaims, defenses, demands, remedies, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights (whether choate or inchoate, known or unknown, contingent or noncontingent) available to Sellers or their estates as of the time of the Closing against any person who as of the Closing serves as a director, officer, manager, employee, or advisor of any Seller or any shareholder or Related Party of any Seller, other than Employee Purchased Actions.

"Retained Taxes" means any Liability for Taxes (i) of any and all Sellers and their respective Subsidiaries (or for which any Seller or any of their Affiliates (other than those Subsidiaries which are listed on Schedule 1.1(a)) are otherwise liable, including as a transferee, successor, by contract or otherwise pursuant to applicable Law, or arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having included or required to be included in any Tax Return related thereto), or (ii) in respect of any Excluded Assets. For the avoidance of doubt, Retained Taxes shall not include the Assumed Taxes.

"Sale Hearing" means a hearing before the Bankruptcy Court to approve this Agreement.

"Sale Order" means an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Buyer and Sellers approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated hereby.

"Sanctions" has the meaning set forth in Section 3.14(c).

"Seller Existing Stock" has the meaning set forth in Section 6.8.

"Seller Proration Amount" has the meaning set forth in Section 2.10(a).

"Seller Related Parties" has the meaning set forth in Section 6.10.

"Seller Retained Proceeds" has the meaning set forth in Section 6.11(c).

"Sellers" has the meaning set forth in the preamble.

"Store Cash" means all Cash Equivalents located at the Stores, all cash located in Store depository accounts or en route to Store depository accounts, all petty cash located at the Stores, and corporate offices.

"Stores" has the meaning set forth in the recitals.

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, means, on any date, any Person (a) the accounts of which would be consolidated with and into those of the applicable Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date or (b) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent (50%) of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more subsidiaries of such Person; provided, however that in all cases, each of the JVs shall be deemed a Subsidiary of Sellers hereunder.

"Successful Bidder" means, if an Auction is conducted, the prevailing party at the conclusion of such Auction.

"Supplemental Motion" has the meaning set forth in Section 5.4(c).

"Target Inventory Purchase Price" means the product of (a) Target Inventory Value multiplied by (b) 0.75.

"Target Inventory Value" means an aggregate Inventory Value of $225,000,000.

"Tax" or "Taxes" means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (including withholding on amounts paid to or by any Person), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto; whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, required to be filed with a Governmental Authority.

"Termination Payment" means the sum of Break-Up Fee and the Expense Reimbursement.

"Title IV Plan" has the meaning set forth in Section 3.12(d).

"Trade Controls" has the meaning set forth in Section 3.14(c).

"Transfer Tax" has the meaning set forth in Section 6.4(a).

"Transferred Contracts" has the meaning set forth in Section 2.8(b) and shall include, for the avoidance of doubt, the Contracts assumed and assigned to Buyer pursuant to Section 2.8(b), Section 2.8(c), or Section 2.8(d).

"Transferred Distribution Centers" means, collectively, the distribution centers located at (i) 107 Phoenix Avenue, Enfield, CT and (ii) 606 Warsaw Road, Clinton, NC.

"Transferred Employee" has the meaning set forth in Section 6.3(a).

"Transferred Entity" means any Subsidiary of any Seller the equity interests of which constitute an Acquired Asset and any Subsidiaries of such Subsidiaries.

"WARN Act" means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local Law.

Section 1.2 Interpretations. Unless otherwise indicated herein to the contrary:

(a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.

(b) The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if."

(e) The use of "or" herein is not intended to be exclusive.

(f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

(g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(h) References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(i) Any reference herein to "Dollars" or "$" shall mean United States dollars.

(j) The specification of any dollar amount in the representations, warranties, or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material.

(k) References in this Agreement to materials or information "furnished to Buyer" and other phrases of similar import include all materials or information made available to Buyer or its Representatives in the data room prepared by Sellers prior to the date of this Agreement.

(l) References from or through any date means, unless otherwise specified, from and including or through and including such date, respectively. References to "days" shall refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

(m) Unless the context otherwise requires, the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if."

(n) Sellers' covenants in this Agreement with respect to the JVs (including any obligation to cause the JVs to comply with the provisions of this Agreement) shall only apply to the extent that Sellers or any of their respective Subsidiaries have the right, power and authority to cause such compliance under the JV Agreements and such compliance will not cause Sellers or any of their Affiliates to breach or violate (or otherwise give rise to any material liability of Sellers or any of their Affiliates pursuant to), in the reasonable good faith opinion of Sellers, any fiduciary or other similar duties owed by Sellers or any of their Affiliates to such JV or its equityholders under applicable Law. In addition, Sellers shall not be responsible or have any liability for any noncompliance by a JV with any such covenant or agreement in this Agreement to the extent that such noncompliance was caused by the actions or inactions of any equityholder of such JV not affiliated with Sellers or any of their respective Affiliates or any of such equityholder's Affiliates.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing, Buyer will purchase from Sellers, and Sellers will sell, transfer, assign, convey, and deliver to Buyer, at the Closing all of Sellers' right, title and interest in, to and under the Acquired Assets, free and clear of Liens, other than Permitted Post-Closing Liens and Assumed Liabilities, subject to applicable Law for Brooks Brothers Far East Limited and Brooks Brothers Canada Ltd.

Section 2.2 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing, Buyer will assume and become responsible for the Assumed Liabilities. Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof, including paying or causing to be paid, upon the later of Closing or the assumption and assignment to Buyer in accordance with this Agreement of the applicable Transferred Contract or Assumed Lease, all Buyer Cure Costs. For the avoidance of doubt, Sellers shall not be liable for, and shall have no obligation to pay or cause to be paid, any Buyer Cure Costs.

Section 2.3 Consideration; Deposit; Escrow Amount.

(a) Subject to adjustment pursuant to Section 2.7, the consideration for the Acquired Assets shall be (i) an aggregate Dollar amount equal to (A) $305,000,000, *minus* (B) the amount of the Credit Bid (if any), *plus* (C) the Estimated Inventory Adjustment Amount; *minus* (D) the Customer Deposit Balance (such amount, the "Closing Date Purchase Price"), (ii) at the option of the DIP Lenders, an aggregate credit bid of all or any portion of the DIP Obligations (as defined in the DIP Order) (the "Credit Bid" which, together with the Closing Date Purchase Price, as adjusted pursuant to Section 2.7, shall be the "Purchase Price") and (iii) Buyer's assumption of the Assumed Liabilities.

(b) Upon the execution of this Agreement, pursuant to the terms of the Escrow Agreement, Buyer shall immediately deposit with the Escrow Agent the amount of $30,500,000 by wire transfer of immediately available funds (the "Escrow Amount"), to be released by the Escrow Agent and delivered to either Buyer or Sellers, in accordance with the provisions of the Escrow Agreement. The Escrow Amount shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer and pursuant to the Escrow Agreement, the Escrow Amount (together with all accrued investment income thereon, if any) shall be distributed (and Buyer and Sellers shall deliver any written instructions to the Escrow Agent to effect the distributions of the Escrow Amount) solely as follows:

(i) if the Closing occurs, the Escrow Amount, together with all accrued investment income thereon, if any, shall be applied towards the Purchase Price payable by Buyer to Sellers under Section 2.3(a) and delivered to Sellers at Closing;

(ii) if this Agreement is terminated by Sellers pursuant to Section 8.1(d), the Escrow Amount, together with all accrued investment income thereon, if any, shall be delivered to Sellers; or

(iii) if this Agreement is terminated for any reason other than by Sellers pursuant to Section 8.1(d), the Escrow Amount, together with all accrued investment income thereon, if any, shall be returned to Buyer within three (3) Business Days of such termination.

(c) At least five (5) Business Days prior to the Closing Date, Sellers shall prepare and deliver to Buyer a statement (the "Pre-Closing Statement") setting forth,

together with reasonable supporting detail, the Customer Deposit Balance, the Estimated Inventory Value and the resulting Estimated Inventory Adjustment Amount, if any. Sellers shall make their relevant financial records and personnel available to Buyer and its accountants and other Representatives prior to the Closing at reasonable times for purposes of review of the Pre-Closing Statement. Sellers shall consider in good faith Buyer's comments, if any, to the Pre-Closing Statement or any of the components thereof or calculations therein and Buyer and Sellers shall negotiate in good faith to resolve any such disagreements. If Buyer and Sellers are unable to resolve any such disagreements prior to the Closing, Sellers' proposed Pre-Closing Statement and the components thereof and calculations contained therein, with such changes as have been agreed upon by Buyer and Sellers, shall control for the purposes of the payments to be made at Closing and shall not limit or otherwise affect Buyer's remedies under this Agreement or otherwise constitute an acknowledgement by Buyer of the accuracy of the Purchase Price.

Section 2.4 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 a.m., New York City time, on a date (the "Closing Date") that is the third (3rd) Business Day following the date upon which all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in Article VII (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto. For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Acquired Assets, shall be deemed to be effective as of 12:01 a.m., New York City time, on the Closing Date (including for accounting purposes), but after giving effect to any actions taken by Sellers on the Closing Date prior to the Closing.

Section 2.5 Closing Payments and Deliveries.

(a) On the Closing Date, Buyer shall pay:

(i) the amount equal to (A) the Closing Date Purchase Price, minus (B) the Escrow Amount and all accrued investment income thereon, which shall be released to Sellers by the Escrow Agent, minus (C) an amount equal to the product of (1) 0.10 multiplied by (2) the lesser of (x) the Estimated Inventory Value and (y) the Target Inventory Value (such product, the "Holdback Amount") by wire transfer of immediately available funds into an account (or accounts) designated in advance by Sellers; and

(ii) the Holdback Amount to the Escrow Agent by wire transfer of immediately available funds into an account (or accounts) designated in advance by the Escrow Agent (such account, the "Holdback Account").

(b) At the Closing, Sellers will deliver to Buyer: (i) a duly executed Bill of Sale substantially in the form of Exhibit C (the "Bill of Sale"); (ii) a duly executed Assignment and Assumption Agreement substantially in the form of Exhibit D (the "Assignment and

Assumption Agreement"); (iii) a duly executed Copyright Assignment Agreement, substantially in the form of Exhibit E-1, a duly executed Power of Attorney (Copyrights), substantially in the form of Exhibit E-2, a duly executed Trademark Assignment Agreement, substantially in the form of Exhibit F-1, a duly executed Power of Attorney (Trademarks), substantially in the form of Exhibit F-2, a duly executed Patent Assignment Agreement, substantially in the form of Exhibit G-1, a duly executed Power of Attorney (Patents), substantially in the form of Exhibit G-2, and a duly executed Domain Name Assignment Agreement, substantially in the form of Exhibit H (collectively, the "IP Assignment Agreement and Assumption Agreements"); (iv) a duly executed assignment and assumption of Lease substantially in the form of Exhibit I with respect to each of the Assumed Leases for the Stores (the "Assignment and Assumption of Lease"); (v) a duly executed special warranty deed with respect to each Owned Real Property; (vi) a title affidavit in customary form reasonably required by Buyer's title insurer sufficient to delete the standard exceptions in form and substance reasonably acceptable to Sellers and such evidence as the title insurer may reasonably require as to the existence of Sellers and the authority of the person or persons executing documents on behalf of Sellers that may be reasonably requested by the title insurer to issue title insurance policies insuring Buyer's interest in some or all of the Owned Real Properties; provided, however, that (A) the Closing is not conditioned on Buyer obtaining any title insurance and (B) any title insurance policy (including any title endorsements) will be paid by Buyer; (vii) a duly executed certificate from an officer of each Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b) and Section 7.1(c) is satisfied; (viii) an IRS Form W-9 of each Seller that is a "United States person" within the meaning of section 7701(a)(30) of the IRC; (ix) a non-foreign affidavit from each Seller that is organized in or under the Laws of the United States or any state thereof, dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to section 1445 of the IRC and (x) the Occupancy Agreement, duly executed by Sellers.

(c) At the Closing, Buyer will deliver to Sellers (i) the Bill of Sale duly executed by Buyer; (ii) the Assignment and Assumption Agreement duly executed by Buyer; (iii) each of the IP Assignment and Assumption Agreements duly executed by Buyer; (iv) a duly executed Assignment and Assumption of Lease with respect to each of the Leases for the Stores; (v) a duly executed certificate from an officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied; (v) the Occupancy Agreement duly executed by Buyer.

Section 2.6 Inventory. The Parties shall conduct the inventory taking in accordance with Schedule 2.6.

Section 2.7 Post-Closing Purchase Price Adjustment.

(a) Determination of Purchase Price After Closing. No later than forty-five (45) calendar days after the Closing Date (or, if the Inventory Report (as defined in Schedule 2.6) is delivered to Buyer after the Closing Date, forty-five (45) calendar days following the date of delivery of the Inventory Report; provided, that in any event no later than November 1, 2020), Buyer shall deliver a statement to Sellers (the "Closing

Statement") setting forth Buyer's calculations, together with reasonable supporting detail, of (i) the Seller Proration Amount, if any, (ii) the Buyer Proration Amount, if any, and (iii) the Inventory Value and the resulting Inventory Adjustment Amount, in each case, calculated in accordance with the terms and definitions set forth in this Agreement and after giving effect to any actions taken by Sellers on the Closing Date prior to the Closing.

(b) Examination and Review.

(i) Examination. After receipt of the Closing Statement, Sellers shall have thirty (30) calendar days (the "Review Period") to review the Closing Statement. During the Review Period, Sellers and their accountants shall have reasonable access (subject to execution of customary access agreements) to the books and records of Buyer, the personnel of, and work papers prepared by, Buyer or Buyer's accountants to the extent that they relate to the Closing Statement and to such historical financial information (to the extent in Buyer's possession) relating to the Closing Statement as Sellers may reasonably request for the purpose of reviewing the Closing Statement and to prepare a Dispute Notice (as defined below).

(ii) Objection. If, on or prior to the last day of the Review Period, Sellers dispute any item in the Closing Statement as delivered by Buyer, Sellers may object to the Closing Statement by delivering to Buyer a written statement setting forth Sellers' objections in reasonable detail, indicating each disputed item or amount and what Sellers believe to be the correct value of the disputed item or amount and the reasons for Sellers' disagreement therewith (the "Dispute Notice"). If Sellers fail to deliver the Dispute Notice before the expiration of the Review Period, the Closing Statement as delivered by Buyer shall become final and binding on the Parties.

(iii) Resolution of Disputes. If the Parties cannot agree on an item(s) set out in a Dispute Notice within fourteen (14) calendar days after Buyer's receipt of the Dispute Notice, the Parties shall refer the disputed item(s) to a nationally recognized independent accounting firm mutually agreed between Sellers and Buyer other than Sellers' accountants or Buyer's accountants ("Independent Accountant") who, acting as an expert and not an arbitrator, shall resolve the specific items under dispute by the Parties in accordance with the terms and conditions of this Agreement. The Independent Accountant shall only decide the specific items under dispute by the Parties (as set forth in the Dispute Notice) and its decision for each disputed amount must be within the range of values assigned to each such item in the Closing Statement and the Dispute Notice, respectively. The Independent Accountant shall decide the procedural rules in connection with its hearing of the Parties' positions on the disputed item and shall ensure that a decision can be reached as quickly as possible. Each Party shall give the Independent Accountant access to all information which in the reasonable opinion of the Independent Accountant is necessary to decide on the disputed item and shall cause that such information is provided promptly; provided, that the Independent Accountant shall not be permitted to hold a hearing or otherwise hear testimony in

respect of any of the dispute items without the express written consent of each Party. There shall be no *ex parte* communication between the Independent Accountant and any of Buyer, Sellers or any of their respective Affiliates or Representatives, except for ministerial matters or other non-substantive communications or in the event a Party declines, after notice, to participate in a communication involving the Independent Accountant and such Person. None of Buyer, Sellers or any of their respective Affiliates or Representatives shall disclose to the Independent Accountant, and the Independent Accountant shall not consider for any purpose, any settlement discussions or settlement offer made by any Party. Notwithstanding the fact that the Independent Accountant is acting as an expert and not an arbitrator, the decisions of the Independent Accountant shall be final and binding on the Parties (absent manifest error) and no Party shall seek further recourse through courts or other tribunals other than to enforce the decision of the Independent Accountant. The fees, costs and expenses of the Independent Accountant incurred pursuant to this Agreement shall be borne pro rata as between Sellers on the one hand and Buyer on the other hand in proportion to the final allocation made by the Independent Accountant of the disputed items weighted in relation to the claims made by Sellers on the one hand and Buyers on the other hand, such that the prevailing Party pays the lesser proportion of such fees, costs and expenses. For example, if Buyer claims that the appropriate adjustments are, in the aggregate, $1,000 greater than the amount claimed by Sellers and if the Independent Accountant ultimately resolves the dispute by awarding to Buyer an aggregate of $300 of the $1,000 contested, then the fees, costs and expenses of the Independent Accountant will be allocated thirty percent (30%) (i.e., 300 ÷ 1,000) to Sellers and seventy percent (70%) (i.e., 700 ÷ 1,000) to Buyer.

(c) Purchase Price Adjustment After Closing.

(i) If the computation of (A) the Inventory Adjustment Amount (as finally determined in accordance with this Section 2.7) *minus* the Estimated Inventory Adjustment Amount (which calculation may be a negative number), *plus* (B) the Seller Proration Amount, if any (as finally determined pursuant to this Section 2.7), *minus* (C) the Buyer Proration Amount, if any (as finally determined in accordance with this Section 2.7) (the computation of the preceding clauses (A)-(C) constituting the "Adjustment Amount") is a positive number, then (1) Buyer shall promptly (but in any event within three (3) Business Days) pay to Sellers an amount equal to the Adjustment Amount by wire transfer of immediately available funds and (2) Buyer and BBGI shall promptly (but in any event within three (3) Business Days) deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to promptly release to Sellers the entire Holdback Amount from the Holdback Account; provided, that in no event shall Buyer's Liability in respect of the Adjustment Amount exceed an amount equal to the Holdback Amount.

(ii) If the Adjustment Amount is a negative number, then promptly (but in any event within three (3) Business Days) Sellers shall pay, or cause to be paid, to Buyer the absolute value of the Adjustment Amount as follows: (A) Buyer and BBGI shall deliver joint written instructions to the Escrow Agent instructing the

Escrow Agent to promptly release funds from the Holdback Account to Buyer to satisfy the payment obligation of Sellers to Buyer under this Section 2.7(c)(ii) and (B) if the amount of funds released to Buyer pursuant to the preceding clause (A) is sufficient to satisfy fully the payment obligation of Sellers to Buyer under this Section 2.7(c)(ii), Buyer and BBGI shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to promptly release to Sellers the remaining amount of the Holdback from the Holdback Account (after giving effect to the preceding clause (A)) to Sellers; provided, that in no event shall Sellers' Liability in respect of the Adjustment Amount exceed the amount held in the Holdback Account.

(d) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.7 shall be treated as an adjustment to the purchase price by the Parties for Tax purposes, unless otherwise required by Law.

Section 2.8 Assumption/Rejection of Certain Contracts and Leases and Designation Rights; Non-Assignment.

(a) No later than the fifth (5^{th}) calendar day following the date of this Agreement, Sellers shall deliver to Buyer Schedule 2.8(a) which shall set forth, to the Knowledge of Sellers, a true and complete list, as of such date of delivery, of all executory Contracts (including, for the avoidance of doubt, those included in clause (b) of the definition of Gift Cards) and unexpired Leases to which any Seller is a party and which are related to or used in the Business, including Sellers' proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein as of such date of delivery (the "Proposed Cure Costs"). Upon written request by Buyer, Sellers shall provide to Buyer as promptly as practicable an updated Schedule 2.8(a) setting forth, to the Knowledge of Sellers, the Proposed Cure Costs as of the date of such request with respect to any Contracts or Leases identified by Buyer in such written request.

(b) Following the delivery of Schedule 2.8(a) pursuant to Section 2.8(a) above, until the date that is five (5) days prior to either the Auction, if any, or the Sale Hearing, if no Auction is held, Buyer may, in its sole discretion, (i) designate a Contract, excluding any Intellectual Property License granted by the Sellers or their respective Subsidiaries to third parties, listed on Schedule 2.8(a) for assumption and assignment to Buyer or its designee to the extent permitted under the Bankruptcy Code, effective on and as of the Closing (such Contracts, together with any other Contracts, including all Intellectual Property Licenses included in the Acquired Assets, assumed by any Seller and assigned to Buyer or its designee pursuant to this Agreement, the "Transferred Contracts"), or (ii) designate a Lease listed on Schedule 2.8(a) for assumption and assignment to Buyer or its designee, effective on and as of the Closing (such Leases, together with any other Leases assumed by any Seller and assigned to Buyer or its designee pursuant to this Agreement, the "Assumed Leases"); provided, that under no circumstances shall fewer than one hundred twenty five (125) Leases (which, for the avoidance of doubt, may include Leases in respect of closed Stores or Closing Stores; provided, further, that if Leases in respect of closed Stores or Closing Stores are included, then such Leases shall become Assumed Leases in accordance herewith) be designated for assumption and assignment to Buyer or

to its designees, or (iii) designate any Contract or Lease listed on Schedule 2.8(a) for rejection by Buyer effective upon notice of such designation to Sellers in accordance with Section 2.8(c). The Transferred Contracts and Assumed Leases as of the date hereof that are to be assumed and assigned effective on and as of the Closing are set forth on Schedule 2.8(b) hereto, which Schedule shall be (and shall be deemed) modified or supplemented to reflect additions or removals, as applicable, of Leases and Contracts that are (i) designated for assumption and assignment as set forth in this Section 2.8(b) and (ii) designated for rejection.

(c) During the Designation Rights Period, Buyer may, in its sole discretion, designate any Designated Contract or Designated Lease that has not previously been designated for assumption and assignment or rejection pursuant to Section 2.8(b) for either (i) assumption and assignment to Buyer or its designee, or (ii) rejection, in each case by providing written notice to Sellers (the "Designation Notice"); provided, however, that Buyer shall determine whether any Designated Contract or Designated Lease will be assumed and assigned or rejected and shall provide Sellers with a Designation Notice in respect thereof at least five (5) days prior to expiration of the applicable Designation Rights Period. Within three (3) Business Days of Sellers' receipt of a Designation Notice, Sellers shall provide written notice to the counterparty to such Designated Contract or Designated Lease (such counterparty, the "Designation Counterparty") of Sellers' intent to assume and assign or reject such Designated Contract or Designated Lease, which notice shall, with respect to any Designated Contract or Designated Lease to be assumed and assigned, include (A) the Proposed Cure Costs associated with such Designated Contract or Designated Lease as designated by Buyer, (B) information supplied by Buyer or its designee intended to provide such Designation Counterparty with adequate assurance of future performance, and (C) the deadline to object to the assumption and assignment of such Designated Contract or Designated Lease (the "Objection Deadline"), which deadline shall be no less than seven (7) calendar days from service of such notice. The Sale Order shall provide that the assumption and assignment of a Designated Contract or Designated Lease shall be effective without further order of the Bankruptcy Court upon expiration of the applicable Objection Deadline unless (1) the Designation Counterparty timely serves an objection upon Buyer and Sellers that relates to adequate assurance of future performance or a cure issue that could not have been raised in an objection to any Cure Notice prior to the Sale Hearing and pertains to matters arising after the Closing, or (2) the Designation Counterparty otherwise consents to the assumption and assignment on terms mutually agreed by Buyer and the Designation Counterparty. If Buyer, Sellers and Designation Counterparty are unable to resolve such objection timely served pursuant to clause (1) above, Sellers shall schedule the matter for hearing on no less than five (5) Business Days' notice. The Sale Order shall provide that the rejection of any Designated Contract or Designated Lease shall be effective without further order of the Bankruptcy Court. Any Contract or Lease that is not designated for assumption and assignment or rejection before the expiration of the Designation Rights Period shall be deemed designated for rejection effective as of the date on which the Designation Rights Period expires. For the avoidance of doubt, all Designated Contracts assumed and assigned to Buyer or its designee pursuant to this Section 2.8(c) shall be Transferred Contracts, and all Designated Leases assumed and assigned to Buyer pursuant to this Section 2.8(c) shall be Assumed Leases. The Parties hereby acknowledge and agree that Buyer is deemed to have provided

a Designation Notice to Sellers for the rejection, as of the Closing, of each of the Contracts set forth as items 6 through 16 on Section 3.16 of the Disclosure Schedule.

(d) The Sale Order shall provide that, notwithstanding Section 2.8(c), during the Designation Rights Period, Buyer may deliver a written notice to Sellers of Buyer's entry into an agreement with a Designation Counterparty to any Designated Contract or Designated Lease pursuant to which such Designation Counterparty consents to the assumption and assignment to Buyer or its designee of such Designated Contract or Designated Lease on the terms set forth in such agreement. The assumption and assignment of any Designated Contract or Designated Lease pursuant to this Section 2.8(d) shall be effective on the date set forth in the written notice provided to Sellers without further order of the Bankruptcy Court. For the avoidance of doubt, all Designated Contracts assumed and assigned to Buyer pursuant to this Section 2.8(d) shall be Transferred Contracts, and all Designated Leases assumed and assigned to Buyer pursuant to this Section 2.8(d) shall be Assumed Leases.

(e) Buyer shall be responsible for any and all payment Liabilities (including Taxes) of Buyer, Sellers or any of their respective Affiliates (i) under the Designated Contracts and Designated Leases or (ii) as a result of, arising out of or in connection with the operation of any Store or distribution center governed by any such Designated Contracts or Designated Leases, in each case that are incurred and come due and payable during the period from and after Closing through the effective date of such Designated Contract's or Designated Lease's assumption and assignment to Buyer or rejection by any Seller in accordance with this Agreement. All such Liabilities incurred during and attributable to such period but that become due and payable after such effective date shall be prorated using the proration method set forth in Section 2.10 as appropriately modified to reflect the fact that the proration shall occur as of the effective date of the assignment and assumption or rejection and that Buyer is responsible for the prorated charges through such effective date. For the avoidance of doubt, Buyer shall pay all such Liabilities on a current basis as and when they come due and payable.

(f) Sellers shall take all commercially reasonable actions required to assume and assign the Transferred Contracts and Assumed Leases to Buyer or its designee (and for Buyer or its designee to assume all Assumed Liabilities in connection therewith), including taking all actions reasonably necessary, at Buyer's expense following the Closing Date, to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyer or its designee satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(g) Buyer shall take all actions reasonably required for Sellers to assume and assign the Transferred Contracts and Assumed Leases to Buyer or its designee (and for Buyer or its designee to assume all Assumed Liabilities in connection therewith) (including the payment of Buyer Cure Costs, if so required), including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding

that the proposed assumption and assignment of the Contracts or Leases to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(h) Buyer shall as promptly as reasonably practicable, but in any event upon assumption and assignment of any Transferred Contract or Assumed Lease hereunder, pay all Buyer Cure Costs (if any) in connection with any such assumption.

(i) Prior to and during the Designation Rights Period, Sellers shall not reject, terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Designated Contract or Designated Lease, or take any affirmative action not required thereby, without the prior written consent of Buyer except if (i) Buyer has provided written notice to Sellers designating such Contract or Lease for rejection pursuant to this Section 2.8 or (ii) in the case of any Contract or Lease as to which Buyer has materially breached its obligations with respect to the payment of Liabilities associated with such Contract or Lease as required by the terms of this Agreement.

(j) Notwithstanding the foregoing and anything herein to the contrary, and subject to Section 5.6, a Contract or Lease shall not be assigned to, or assumed by, Buyer or its designee hereunder to the extent that such Contract or Lease (i) is terminated by a Seller (subject to Section 5.2(b)(vi) and Section 5.2(b)(xvi)) or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to the end of the Designation Rights Period and is not continued or otherwise extended upon assumption, or (ii) requires a consent or authorization from a Governmental Authority (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer or its designee of the applicable Seller's rights under such Contract or Lease, and such consent or authorization has not been obtained prior to the Closing or end of the Designation Rights Period. In the event that any Transferred Contract or Assumed Lease is deemed not to be assigned pursuant to clause (ii) of this Section 2.8(j), the Closing shall nonetheless occur and the Designation Rights Period shall nonetheless end subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such consent or authorization is obtained and twelve (12) months following the Closing (or the remaining term of such Contract or Lease, the confirmation of any chapter 11 plan under the Bankruptcy Code, or the closing of the Bankruptcy Cases, if shorter), Sellers and Buyer shall (A) use commercially reasonable efforts to secure such consent or authorization as promptly as practicable after the Closing (at Buyer's expense), and (B) cooperate in good faith to allow Buyer or its designee to perform the services thereunder on Sellers' behalf, in all cases, without infringing upon the legal rights of any third party, including by good faith cooperation with any lawful and commercially reasonable arrangement reasonably proposed by Buyer, including subcontracting, licensing or sublicensing to Buyer any or all of any Sellers' rights and obligations with respect to any such Contract or Lease, under which (1) Buyer shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or their respective Affiliates) under such Contract or Lease with respect to which the consent or authorization has not been obtained, and (2) Buyer shall assume any related burden (net of the amount of any related Tax benefit obtained by Sellers or their respective Affiliates) and obligation (including performance) with respect to such Contract or Lease. Upon satisfying all such

requisite consent or authorization requirements applicable to such Contract or Lease after the Closing, such Contract or Lease shall promptly be transferred and assigned to Buyer in accordance with the terms of this Agreement.

(k) During the Designation Rights Period, subject to the terms of the Occupancy Agreement, Sellers shall provide Buyer access to all properties governed by any Designated Leases, allow Buyer and its Representatives to operate the Business during the period from and after Closing through the effective date of the applicable Designated Lease's assumption and assignment to Buyer or rejection by any Seller in accordance with this Agreement.

(l) In the case of any executory Contract or Lease of the Canadian Seller listed on Schedule 2.8(a), to the extent insolvency proceedings are commenced with respect to the Canadian Seller pursuant to Section 5.12 or otherwise, Sellers and Buyer shall cooperate in good faith to provide for treatment of each such Contract or Lease pursuant to such insolvency proceedings substantially similar to that set forth in Section 2.8(b)-(k), to the extent permitted by or otherwise in accordance with applicable Canadian Law. To the extent insolvency proceedings are not commenced with respect to the Canadian Seller, the provisions of Section 2.8(b)-(k) shall not apply to the executory Contracts and Leases of the Canadian Seller.

Section 2.9 Allocation.

(a) Buyer and Sellers agree to allocate the Purchase Price, the Assumed Liabilities, and all other relevant items among the Acquired Assets in accordance with section 1060 of the IRC and the Treasury Regulations thereunder (the "Allocation Principles"). No later than one hundred twenty (120) days after the Closing Date, Buyer shall in good faith prepare and deliver to Sellers an allocation of the Purchase Price and the Assumed Liabilities (and all other relevant items) as of the Closing Date among the Acquired Assets determined in a manner consistent with the Allocation Principles (the "Purchase Price Allocation") for Sellers' review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Any reasonable comments timely provided by Sellers to Buyer under this Section 2.9 shall be considered by Buyer in good faith. The Purchase Price Allocation (inclusive of any reasonable comments accepted by Buyer) shall be conclusive and binding on the Parties, and Buyer and Sellers agree (and agree to cause their respective subsidiaries and Affiliates) to prepare, execute, and file IRS Form 8594 and all Tax Returns on a basis consistent with the Purchase Price Allocation. None of the Parties will take any position inconsistent with the Purchase Price Allocation on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Governmental Authority. Notwithstanding the foregoing, in the case of any Acquired Asset for which an allocation of the Purchase Price is required earlier than contemplated by the foregoing, the timeframe for determination of the allocation of the Purchase Price to those assets shall be fixed by the Parties to accommodate such requirement, provided that any such allocation may thereafter be revised for other purposes as appropriate and necessary to reflect the overall final Purchase Price Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 2.9 shall survive the Closing without limitation.

(b) If Sellers disagree with the Purchase Price Allocation, Sellers shall notify Buyer in writing of such disagreement within thirty (30) calendar days after the Buyer's delivery of the Purchase Price Allocation. The Sellers and Buyer shall negotiate in good faith to resolve any such disagreement and shall amend the Purchase Price Allocation to reflect any resolution agreed to in writing.

(c) Any disagreement described in Section 2.9(a) or regarding any amendment described in Section 2.9(b) that Buyer and the Sellers are unable to resolve through good faith negotiations within thirty (30) calendar days shall be submitted to an Independent Accountant (acting as an expert and not as an arbitrator) for resolution. For this purpose, (i) the Independent Accountant may not assign a value to any disputed item greater than the greatest value for such disputed item claimed by any Party or less than the lowest value for such disputed item claimed by any Party and (ii) all fees and expenses relating to the work, if any, to be performed by the independent accountant will be allocated between Buyer and Sellers in the same manner provided for in Section 2.7(b)(iii). The Purchase Price Allocation shall be amended to reflect the Independent Accountant's resolution of any such disagreement.

Section 2.10 Proration.

(a) On the Closing Date all monthly payments for the month in which the Closing occurs (including base rent, common area maintenance fees, and utility charges) under the Assumed Leases (the "Prorated Charges") shall be apportioned and prorated between Sellers on the one hand and Buyer on the other hand as of the Closing Date with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges under the applicable Lease and the denominator being the total number of days in the lease month in which the Closing Date occurs, times (B) the number of days in such lease month following the day that immediately precedes the Closing Date and paying such amount to Sellers to the extent payment for such Prorated Charges has been made by Sellers prior to the Closing Date and not already taken into account in the Adjustment Amount, and (ii) Sellers bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Sellers and not already taken into account in the Adjustment Amount). The net amount of all Prorated Charges owed to Buyer and Sellers under this shall be referred to as the "Buyer Proration Amount" if owed to Buyer or the "Seller Proration Amount" if owed to Sellers. Except as set forth in this Section 2.10 and in Section 6.4, no amounts paid or payable under or in respect of any Acquired Asset or group of Acquired Assets shall be apportioned and prorated between Sellers and Buyer.

(b) As to all non-monthly real estate related payments under the Assumed Leases, the same shall be apportioned between Sellers and Buyer as of 12:01 a.m. on the Closing Date. If any amounts are payable in installments, all installments due through the Closing Date together with the accrued but unpaid portion of any other installments not yet due as of the Closing Date shall be prorated based on the periods of time covered by such installments occurring before and after the Closing Date.

(c) As to real estate Taxes and assessments, if the Closing shall occur before a new real estate or personal property tax rate is fixed for the applicable property, the apportionment of such Taxes for such property at the Closing shall be upon the basis of the old tax rate for the preceding fiscal year applied to the latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of Taxes shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at the Closing shall be promptly corrected and the proper Party reimbursed.

(d) If any of the items subject to apportionment under the foregoing provisions cannot be apportioned at the Closing because of the unavailability of the information necessary to compute such apportionment, or if any errors or omissions in computing apportionments at the Closing are discovered subsequent to the Closing, then such items shall be reapportioned and such errors and omissions corrected in connection with the delivery of the Closing Statement and determination of the Purchase Price.

Section 2.11 Removal of Excluded Assets. As promptly as practicable following the Closing Date (and in any event within ten (10) Business Days), Sellers shall remove at their expense all of the Excluded Assets that are located at the Stores and, if requested by Sellers, Buyer shall reasonably cooperate with Sellers so that Sellers can arrange transportation of such Excluded Assets to a location designated by Sellers at Sellers' expense.

Section 2.12 Withholding. Buyer and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement any amount that Buyer or such other applicable withholding agent, as the case may be, is required to deduct and withhold under any provision of Law; provided, however, that Buyer shall use reasonable efforts to provide the applicable payee with (a) written notice upon Buyer becoming aware that any deduction or withholding is required and (b) the opportunity to reduce or eliminate any such withholding obligation. To the extent such deducted or withheld amounts are remitted to the appropriate Governmental Authority, such amounts shall be treated as delivered to Sellers hereunder. For the avoidance of doubt, the Parties acknowledge that no deduction or withholding will be made with respect to any bulk transfer laws or similar Laws or any jurisdiction which Section 5.8 is applicable.

ARTICLE III
SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers make the following representations and warranties to Buyer, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule").

Section 3.1 Organization of Sellers; Good Standing. Each Seller and each of its Subsidiaries is a corporation or other organization duly organized, validly existing and in good standing under the Laws of the state of its incorporation, formation or organization and has, subject to the necessary authority from the Bankruptcy Court, all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted. Each Seller and each of its Subsidiaries is legally qualified to transact business as a foreign entity in all jurisdictions where the nature of its properties and the conduct of its business as now conducted

require such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Authorization of Transaction. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full power and authority (including full corporate power and authority) to execute, deliver and perform this Agreement, the Related Agreements, and all other agreements contemplated hereby to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby to which each Seller is or will be a party have been duly authorized by such Seller. Upon due execution hereof by each Seller, this Agreement, the Related Agreements, and all other agreements contemplated hereby (assuming due authorization and delivery by Buyer) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Government Filings. Neither the execution, delivery or performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby, nor the consummation of the transactions contemplated hereby or thereby (including the assignments and assumptions referred to in Article II), will (a) conflict with or result in a breach of the organizational documents of any Seller or any of its Subsidiaries, (b) subject to the entry of the Sale Order, violate any Law or Decree to which any Seller is subject in respect of the Acquired Assets, (c) subject to the entry of the Sale Order, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any (i) Lease or (ii) material Contract to which any Seller or any of its Subsidiaries is a party or to which any of the Acquired Assets is subject, or (d) result in the creation of, or require the creation of, any Lien (other than Permitted Post-Closing Liens) upon any Acquired Assets or any property of Sellers or any of their respective Subsidiaries, except, in the cases of clauses (b) and (c), for such conflicts, violations, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole. Other than (x) in connection with applicable filing, notification, waiting period or approval requirements, to the extent required, under the HSR Act and all applicable Antitrust Laws, and (y) the Bankruptcy Code, the Bidding Procedures Order, or the Sale Order, no Seller or any Subsidiary thereof is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, or any other agreements contemplated hereby or thereby, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as whole, or prevent or materially impair or delay Sellers' ability to consummate the transactions contemplated hereby or perform their obligations hereunder or thereunder on a timely basis.

Section 3.4 Title to Assets; Sufficiency of Assets.

(a) Sellers and their respective Subsidiaries have good and valid title to, or the right to use, the tangible Acquired Assets. Pursuant to the Sale Order (or any other similar Decree under applicable Law for Brooks Brothers Far East Limited and Brooks Brothers Canada Ltd), Sellers will convey such title to or rights to use, all of the tangible Acquired Assets, free and clear of all Liens (other than Permitted Post-Closing Liens).

(b) All tangible assets of the Business (i) are in good working order and condition, ordinary wear and tear excepted, (ii) have been reasonably maintained, (iii) do not require more than regularly scheduled maintenance in the Ordinary Course of Business and the established maintenance policies of Business, as applicable, in order to keep them in good operating condition and (iv) comply in all material respects with all requirements under any Laws and any licenses which govern the use and operation thereof. The Acquired Assets, together with the Excluded Assets, constitute all the material properties, material assets and material rights (other than Intellectual Property and Intellectual Property Licenses, which is the subject of Section 3.13(b)), owned or used by Sellers and their Subsidiaries (other than the JVs) in the conduct of the Business as currently conducted by Sellers and their Subsidiaries (other than the JVs).

Section 3.5 Transferred Contracts and Assumed Leases.

(a) Schedule 2.8(a) sets forth a complete list, as of the date of its delivery to Buyer in accordance with Section 2.8(a), of all (i) executory Contracts, and (ii) unexpired Leases to which any Seller or Subsidiary thereof (other than the JVs) is a party.

(b) True and complete copies of all Contracts and Leases required to be set forth on Schedule 2.8(a) (including all modifications, amendments, supplements and waivers thereto) have been made available to Buyer (other than off-the-shelf, commercially available software costing or having an annual fee of less than $100,000).

(c) Other than as a result of (i) rejection by Sellers in the Bankruptcy Cases, (ii) the automatic stay under the Bankruptcy Code, (iii) the suspension of obligations pursuant to Section 365(d)(3) of the Bankruptcy Code or (iv) any consequence of any of the foregoing, (A) there does not exist under any Contract (including, for the avoidance of doubt, any Intellectual Property License) required to be set forth on Schedule 2.8(a) any breach, violation or default on the part of a Seller or any of its Affiliates, or, to the Knowledge of Sellers, any other party to such Contract, that would, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole, (B) there does not exist any event, including the consummation of the transactions contemplated in this Agreement or any Related Agreement, that would (with or without notice, passage of time, or both) constitute a breach, violation or default thereunder on the part of a Seller or result in the acceleration of any obligation under such Contract, which breach, violation, acceleration or default is, or would, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole, and (C) Sellers and their respective Subsidiaries have not received any written notice of any default, notice of termination or intent to terminate, or notice regarding payment delinquency in respect

of any such Contract that would, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole.

Section 3.6 Real Property.

(a) Section 3.6(a) of the Disclosure Schedule sets forth the location of each Store, distribution center, and office, each of which is leased to Sellers or their respective Subsidiaries (other than the JVs) by a third party (collectively, the "Leased Real Property"), and a true and complete list of all Leases. Sellers have made available to Buyer a true and complete copy of each Lease to the extent in their possession. With respect to each Lease, (i) assuming due authorization and delivery by the other party thereto, such Lease constitutes the valid and legally binding obligation of each Seller party thereto and, to Sellers' Knowledge, the counterparty thereto, enforceable against such Seller and, to Sellers' Knowledge, the counterparty thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity, and (ii) except as set forth in Section 3.6(c) of the Disclosure Schedule, neither such Sellers nor, to Sellers' Knowledge, the counterparty thereto is in breach or default under such Lease, and to Sellers' Knowledge no event has occurred or condition exists that, with notice or lapse of time, or both, would constitute a default by any Seller or, to Sellers' Knowledge, by any other party thereto, except (i) for those defaults that will be cured in accordance with the Sale Order or waived in accordance with section 365 of the Bankruptcy Code (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Leases) or (ii) to the extent such breach or default would not reasonably be expected to be material to the Business, taken as a whole. To Sellers' Knowledge, no Person that is not a Seller has any right to possess, use or occupy any of the Leased Real Property. The leasehold interests of Sellers in the Leases are subject to no Liens other than Permitted Liens. To Sellers' Knowledge, no Person that is not a Seller has any right to possess, use or occupy the Lease premises.

(b) Section 3.6(b) of the Disclosure Schedule sets forth a true and complete list of all Owned Real Property. Sellers have good and indefeasible fee simple title to the Owned Real Property free and clear of all Liens, other than Permitted Liens. Except as set forth on Section 3.6(b) of the Disclosure Schedules, with respect to each Owned Real Property, (i) no Seller nor any of its Subsidiaries has leased, licensed or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, (ii) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein, and (iii) except for this Agreement, no Seller nor any of its Subsidiaries is a party to any Contract to sell, transfer, or encumber any Owned Real Property. Sellers and their Subsidiaries have not received written notice that any of the Owned Real Property is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor and, to the Knowledge of Sellers, no such condemnation, expropriation or taking has been proposed or is contemplated.

Section 3.7 Litigation; Decrees. Except as set forth in Section 3.7 of the Disclosure Schedule, and other than the Bankruptcy Cases, as of the date of this Agreement, there is no Litigation pending that (a) would reasonably be expected to be material to the Business, taken as a whole or (b) challenges the validity or enforceability of this Agreement or the Related Agreements or that seeks to enjoin or prohibit consummation of the transactions contemplated hereby or thereby. Other than the Bankruptcy Case, as of the date of this Agreement, no Seller or any Subsidiary thereof is subject to any outstanding Decree that would (a) reasonably be expected to be material to the Business, taken as a whole or (b) prevent, materially impede or materially delay any Seller's ability to consummate the transactions contemplated hereby or by the Related Agreements or perform in any material respect its obligations hereunder or thereunder.

Section 3.8 Labor Relations.

(a) Except for the Covered Collective Bargaining Agreements, no Seller or any Subsidiary thereof is a party to or bound by any collective bargaining agreement covering the Covered Employees. To the Knowledge of Sellers, no union or other labor organization (i) is currently attempting to organize any Covered Employee for the purpose of representation or (ii) has demanded recognition or filed any petition seeking certification in the three-year period prior to the date of this Agreement. Since August 1, 2017, there have been no strikes, work stoppages, slowdowns, picketing, concerted refusal to work overtime, handbilling, demonstrations, leafletting, lockouts, material arbitrations or grievances (in each case involving labor matters) or other material labor disputes pending or, to Sellers' Knowledge, threatened against any Seller or any of its Subsidiaries. No Seller or any of its Subsidiaries have entered into any agreement, arrangement or understanding, whether written or oral, with any labor union, trade union, works council or other employee representative body or with any material number or category of its employees that Sellers or any of their respective Subsidiaries believe would reasonably be interpreted or construed to prevent (i) the consummation of the transactions contemplated by this Agreement or (ii) the implementation of any layoff, redundancy, severance or similar program within its or their respective workforces (or any part of them), subject to compliance with Sellers' or any of their Subsidiaries' severance plan and any applicable severance provisions in the Covered Collective Bargaining Agreements.

(b) Except as would not reasonably be expected to result in material Liability, with respect to the Covered Employees, each Seller and each Subsidiary thereof (i) is and has been in, since August 1, 2017, compliance with all applicable Laws relating to labor, employment and employment practices, including all Laws relating to terms and conditions of employment, wages and hours, discrimination, immigration, workplace safety and health, "mass layoffs" and "plant closings" (as those terms are defined in the WARN Act and similar state and local Laws), classification of independent contractors, and workers' compensation; (ii) has no grievance, arbitration proceeding, unfair labor practice charge or complaint, pending or, to the Knowledge of Sellers, threatened against it that arises out of or under any of Seller's or any of its Subsidiaries' collective bargaining agreements or relates to any employee of Sellers or any of their respective Subsidiaries; and (iii) is not currently experiencing, and has received no current threat of, any strike, slowdown, work stoppage, picketing or lockout related to any employee of any Seller or any Subsidiary thereof.

(c) Section 3.8(c) of the Disclosure Schedule sets forth a true, correct and complete list, as of the date of this Agreement, of all Covered Employees and identifies the job title, work location, visa and expiration date (if applicable), date of hire, exempt or non-exempt status, employment status (whether active or on leave of absence), part-time or full-time, union, annual base salary or regular hourly wage rate, and bonus or commission entitlement for each such Covered Employee, as well as whether such Covered Employee is on leave and the date of such leave and the expected return to work date, provided that such list of Covered Employees identifies no Covered Employee by name or other personal information (the "Covered Employee Census").

(d) Except as would not reasonably be expected to result in material Liability, there is no governmental investigation or audit or other similar proceeding pending or, to the Knowledge of Sellers, threatened against any Seller or any Subsidiary thereof by, on behalf of or relating to any Covered Employee(s) or former employees.

(e) Section 3.8(e) of the Disclosure Schedule provide Buyer with a true, correct and complete list of all employees of Sellers and their respective Subsidiaries who have experienced an employment loss within the meaning of the WARN Act or any similar state, local or foreign Law within the one year prior to the date hereof, along with such employee's work location and date of hire (the "WARN List") and Sellers shall provide an updated WARN List to Buyer on the Closing Date as well as upon reasonable request of Buyer prior to the Closing Date. Sellers and their respective Affiliates have complied in all material respects with the WARN Act during the one-year period prior to the date hereof. Sellers and their respective Affiliates have complied with all obligations with respect to the WARN Act.

Section 3.9 Brokers' Fees. Other than the fees and expenses payable to PJ Solomon in connection with the transactions contemplated hereby (including any transaction involving a Designated Foreign Subsidiary pursuant to Section 6.1), which shall be borne by Sellers, no Seller or any Subsidiary thereof has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which Buyer could become liable or obligated to pay. No fees are payable by any Seller or any of their respective Subsidiaries in connection with any transaction involving a Designated Foreign Subsidiary pursuant to Section 6.11.

Section 3.10 Data Privacy and Security. In each case, except as would not reasonably be expected, individually on in the aggregate, to be material to the Business, in connection with its collection, storage, transfer (including any transfer across national borders) and use of any personally identifiable information from any individuals, including any customers, prospective customers, employees, prospective employees and/or other third parties (collectively, "Personal Information"), Sellers and their respective Subsidiaries are and have in the past three (3) years been in compliance with all applicable Laws, regulations, and industry standards in all relevant jurisdictions related to Personal Information, including the EU General Data Protection Regulation ("GDPR") and all applicable national legislation implementing the GDPR, the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199), as well as the Business's privacy policies and the requirements of any contract or codes of conduct to which any Seller or any of its Subsidiaries is a party. Sellers and their respective Subsidiaries

have adopted and follow commercially reasonable physical, technical, organizational and administrative security measures and policies designed to protect all Personal Information and confidential business information collected by any of them or on any of their behalf from and against unauthorized access, use and/or disclosure. Except as would not reasonably be expected, individually or in the aggregate, to be material to the Business, Sellers and their respective Subsidiaries are and have since August 1, 2017 been in compliance with all Laws relating to notification or other obligations in the event of data loss, theft and or breach. Sellers and their respective Subsidiaries have in place a commercially reasonable data incident response plan, including procedures to be followed in the event of a data incident. Since August 1, 2017, in each case, except as would not reasonably be expected, individually or in the aggregate, to be material to the Business: (i) to Sellers' Knowledge, none of Sellers, their respective Subsidiaries or any of their respective vendors or service providers have been the subject of any data breaches or other data security incidents, and (ii) neither Sellers nor their respective Subsidiaries have been the subject of any complaints, claims or investigations related to its data practices from consumers, regulators or law enforcement agencies.

Section 3.11 Taxes.

(a) Sellers and their respective Subsidiaries have timely filed all material Tax Returns required to be filed by Sellers and their respective Subsidiaries with respect to the Acquired Assets or the Business with the appropriate Governmental Authorities (taking into account any extension of time to file granted or to be obtained on behalf of Sellers), and all such Tax Returns are true, complete, and correct in all material respects.

(b) All material Taxes imposed on Sellers and their respective Subsidiaries or with respect to the Acquired Assets or the Business that are due and owing have been paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Cases as to which subsequent payment was prohibited by reason of the Bankruptcy Cases or any such Taxes that are being contested in good faith and for which appropriate reserves have been made in accordance with GAAP).

(c) There are no material pending (or threatened in writing) audits, examinations, investigations or other proceedings relating to a material amount of Taxes imposed on Sellers or any of their respective Subsidiaries or with respect to the Acquired Assets or the Business.

(d) There are no Liens relating to Taxes (other than Permitted Liens) on any Acquired Assets.

(e) Sellers and their respective Subsidiaries have withheld all material amounts of Taxes with respect to the Acquired Assets or the Business required to be withheld and timely paid or remitted such material amounts of Taxes to the appropriate Governmental Authority.

(f) In the last three (3) years, no claim has been made in writing by an Governmental Authority in a jurisdiction where a Seller or any of its Subsidiaries does not

currently file Tax Returns that such Seller or any of its Subsidiaries may be subject to Tax by that jurisdiction with respect to the Acquired Assets or the Business.

Section 3.12 Employee Benefits.

(a) Section 3.12(a) of the Disclosure Schedule lists all material "employee benefit plans," as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans, agreements, plans, practices or arrangements providing for compensation, employee benefits, change in control payments, equity awards, fringe benefits, bonus plans or arrangements, incentive plans, deferred compensation arrangements, severance pay or benefits, sick leave, vacation pay, disability, medical insurance and life insurance or other remuneration or benefit of any kind, whether written or unwritten, funded or unfunded, that is sponsored, maintained, contributed to, or required to be contributed to by Sellers and their Subsidiaries, in each case, for the benefit of any Covered Employees (other than governmental plans and statutorily required benefit arrangements) (the "Employee Benefit Plans"). Section 3.12(a) of the Disclosure Schedule also separately identifies each Assumed Employee Benefit Plan.

(b) True, correct and complete copies of the following documents, with respect to each of the Assumed Employee Benefit Plans identified as such as of the date of this Agreement, have been made available to Buyer: (i) each plan document (and all amendments thereto), or in the case of an unwritten Assumed Employee Benefit Plan, a written description thereof; (ii) any trust agreement, investment management contract, custodial agreement or insurance contract relating to such plan; (iii) the most recent summary plan description and all summaries of material modifications thereto; and (iv) the most recent annual reports on Form 5500 and all Schedules thereto. If Buyer identifies other Employee Benefit Plans as Assumed Employee Benefit Plans after the date of this Agreement, the Sellers will provide the foregoing documents with respect to each such newly identified Assumed Employee Benefit Plan within a reasonable amount of time.

(c) Each of the Employee Benefit Plans that is intended to qualify under Section 401(a) of the IRC (i) has received a favorable determination letter from the IRS, or with respect to a prototype plan or can rely on an opinion letter from the IRS issued to the prototype plan sponsor, and to the Knowledge of Sellers, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination and (ii) does not hold "employer real property" or "employer securities" as a plan asset within the meaning of ERISA.

(d) Except as set forth on Section 3.12(d) of the Disclosure Schedule, no Seller, Subsidiary thereof or any of their respective ERISA Affiliates has, within the past six (6) years, maintained, sponsored, had a commitment to create or has any Liability or contingent Liability with respect to any arrangement (i) that is subject to Title IV of ERISA (a "Title IV Plan"); (ii) that is a "multiemployer plan" (as defined under Section 3(37) of ERISA); or (iii) provides health or welfare benefits to any former employee of any Seller, except as required under COBRA or any similar state Law.

(e) Each of the Employee Benefit Plans has been established, maintained and operated in compliance with applicable Law (including ERISA and IRC and the Patient Protection Affordable Care Act), except as would not reasonably be expected to result in material Liability to Buyer. Sellers and their respective Affiliates have complied in all material respects with all obligations with respect to any COBRA Liabilities incurred prior to the date hereof.

(f) Except as set forth on Section 3.12(f) of the Disclosure Schedule, with respect to any Employee Benefit Plan that is a Title IV Plan, (i) all premiums due to the PBGC as of the date hereof have been paid, (ii) as of the date of this Agreement, no Seller or any of its Subsidiaries has filed a notice of intent to terminate the plan or adopted any amendment to treat such plan as terminated, and (iii) as of the date of this Agreement, the PBGC has not instituted proceedings to treat such plan as terminated. As of the date of this Agreement, no Seller or any of its Subsidiaries has terminated any Title IV Plan within the last six (6) years or incurred any outstanding Liability under Section 4062 of ERISA to the PBGC or to a trustee appointed under Section 4042 of ERISA.

Section 3.13 Intellectual Property.

(a) Section 3.13(a) of the Disclosure Schedule sets forth a full and accurate list of all registered Intellectual Property and applications for registration of Intellectual Property, in each case, owned by Sellers or any of their respective Subsidiaries as of the date of this Agreement (the "Registered Intellectual Property"). The Registered Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Sellers or their respective Subsidiaries are the exclusive owners of all Registered Intellectual Property and the public records of each item of material Registered Intellectual Property reflect the correct corporate name of each Seller or Subsidiary that owns such material Registered Intellectual Property. All Registered Intellectual Property shall be transferred free and clear of all Liens (other than Permitted Post-Closing Liens).

(b) Sellers and their respective Subsidiaries own or have rights to use all Intellectual Property included in the Acquired Assets free and clear of all Liens (other than Permitted Liens). Other than the Excluded Trademarks, the Intellectual Property and Intellectual Property covered by Intellectual Property Licenses included in the Acquired Assets and Intellectual Property Licenses included in Schedule 2.8(a) constitute all Intellectual Property owned or used or held for use by Sellers or their respective Subsidiaries (other than the JVs) in connection with the Business.

(c) No action is pending, or has been threatened in writing, against Sellers or any of their respective Subsidiaries (i) alleging infringement or misappropriation of the Intellectual Property of any third party or (ii) challenging the validity of any material Intellectual Property owned by Sellers or any of their respective Subsidiaries. No Seller or any Subsidiary thereof is infringing or misappropriating the Intellectual Property of any third party in any material respect. No Intellectual Property included in the Acquired Assets or owned by any Subsidiary of any Seller is subject to any outstanding order, judgment, Decree, stipulation or written agreement related to or restricting in any manner

the licensing, assignment, transfer or conveyance thereof by Sellers or any of their respective Subsidiaries.

(d) To the Knowledge of Sellers, the Business as currently conducted by Sellers and their respective Subsidiaries has not, in the last eighteen (18) months, and does not as of the Closing Date infringe, misappropriate or violate any Intellectual Property right of any third party, in each case in any material respect. There is no pending claim or, to the Knowledge of Sellers, claim threatened in writing alleging that the manufacture, marketing, license, sale or use of any product or service of the Business as currently conducted by Sellers and their respective Subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property right of any third party or violates any Contract with any third party to which Sellers or any of their respective Subsidiaries are a party or by which any of them are bound.

(e) Sellers and their respective Subsidiaries have taken commercially reasonable steps to secure from each present or former employee, officer, director, agent, outside contractor or consultant of Sellers and their respective Subsidiaries who contributed to the development of any material Intellectual Property on behalf of Sellers or such Subsidiaries a written and enforceable agreement providing for the non-disclosure by such Person of confidential information and assigning to one or more of Sellers or any of their respective Subsidiaries all rights to such Person's contribution to such Intellectual Property. Sellers and their respective Subsidiaries have taken commercially reasonable and appropriate steps to protect, maintain and preserve the confidentiality of any material trade secrets included in the Acquired Assets. Any disclosure by Sellers or any of their respective Subsidiaries of such trade secrets to any third party has been pursuant to the terms of a written agreement with such Person.

(f) All material software owned, licensed, used, or otherwise held for use in the Business is in good working order and condition and is sufficient in all material respects for the purposes for which it is currently used in the Business. To the Knowledge of Sellers, Sellers and their respective Subsidiaries have not experienced any material defects in design, workmanship or material in connection with the use of such software that have not been corrected. To the Knowledge of Sellers, no such software contains any computer code or any other procedures, routines or mechanisms which may: (i) disrupt, disable, harm or impair in any material way such software's operation, (ii) cause such software to damage or corrupt any data, storage media, programs, equipment or communications of Sellers, any of their respective Subsidiaries or any of the foregoing's clients, or otherwise interfere with Sellers' and their respective Subsidiaries' operations as currently conducted in any material way, or (iii) permit any third party to access any such software to cause disruption, disablement, harm, impairment, damage erasure or corruption (sometimes referred to as "traps", "viruses", "access codes", "back doors" "Trojan horses," "time bombs," "worms," or "drop dead devices") in any material way. The computer software, computer hardware, firmware, networks, interfaces and related systems (collectively, "Computer Systems") used in the Business are sufficient in all material respects for Sellers' and their respective Subsidiaries' current needs in the operation of the Business as presently conducted, and, in the twelve (12) months prior to the date hereof, to the Knowledge of Sellers, there have been no material failures, crashes, or security breaches of the Computer

Systems which have caused material disruption to the Business. Sellers and their respective Subsidiaries have taken reasonable actions to protect the integrity and security of the Computer Systems and the information stored therein from unauthorized use, access, or modification by third parties.

Section 3.14 Compliance with Laws; Permits.

(a) Sellers and their respective Subsidiaries are in compliance, in all material respects, with all Laws applicable to the Business. Except as related to or as a result of the filing or pendency of the Bankruptcy Cases, since August 1, 2017 (i) no Seller or any Subsidiary thereof has received any written notice of, or been charged with, the material violation of any Laws and (ii) to the Knowledge of Sellers, no event has occurred or circumstance exists that (with or without notice, passage of time, or both), individually or in the aggregate, would constitute or result in a failure by any Seller or any of its Subsidiaries to comply, in any material respect, with any applicable Law. Except as related to or as a result of the filing or pendency of the Bankruptcy Cases, no investigation, review or Litigation by any Governmental Authority in relation to any actual or alleged material violation of Law by any Seller or any of its Subsidiaries is pending or, to the Knowledge of Sellers, threatened, nor has any Seller or any of its Subsidiaries received any written notice from any Governmental Authority indicating an intention to conduct the same.

(b) Sellers have all Permits which are required for the operation of the Business as presently conducted, and all such Permits are valid and in full force and effect, except where the absence of which, individually or in the aggregate, would not be reasonably expected to be material to the Business, taken as a whole. Sellers and their respective Subsidiaries are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit required for the operation of the Business as presently conducted and to which they are parties, except where such default or violation would not be reasonably expected to be material to the Business.

(c) Each Seller, its Subsidiaries, their respective directors, officers and employees, and to the Knowledge of Sellers, each Seller's and its Subsidiaries' agents and representatives are and have, since August 1, 2017 been in compliance with (i) any economic sanctions laws or regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. State Department, the United Nations, Canada, the European Union, or the United Kingdom ("Sanctions") (ii) any laws or regulations concerning (a) the importation of merchandise or items (including technology, services, and software), including but not limited to those administered by U.S. Customs and Border Protection or the U.S. Department of Commerce, and (iii) any Laws concerning the exportation or re-exportation of items (including technology, services, and software), including but not limited to those administered by the U.S. Department of Commerce (collectively, "Trade Controls"). None of the Sellers, their respective Subsidiaries or any of the foregoing's respective officers, directors, agents, employees, or any third party acting on their behalf (A) is or has been designated on any sanctions-related list of restricted or sanctioned persons maintained by the United States, Canada, the European Union, or the United Kingdom, including OFAC' s list of "Specially Designated

Nationals and Blocked Persons", (B) is located in, organized under the Laws of, or resident in any country or territory that is or whose government is, or has been in the past five (5) years, the target of comprehensive sanctions imposed by the United States, Canada, European Union or United Kingdom (including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimean region of the Ukraine), or (C) owned or controlled by any Person or Persons described in clause (A) or (B). There have been no claims, complaints, charges, investigations, voluntary disclosures, or Litigations under Trade Controls involving any Seller or any of its Subsidiaries, and to the Knowledge of Sellers, there are no pending or threatened claims or investigations involving suspect or confirmed violations thereof.

(d) Since August 1, 2017, no Seller, any of its Subsidiaries, nor any of their respective directors, officers, employees, agents, representatives, or any Person acting on their behalf has violated any applicable anti-corruption law, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or any national and international law enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions ("Anti-Corruption Laws") or any applicable anti-money laundering laws. No Seller or any of its Subsidiaries or any of their respective directors, officers, employees, agents, representatives, or any Person acting on any of the foregoing's behalf has paid, offered, promised, or authorized the payment of money or anything of value, directly or indirectly, to any government official, government employee, political party, political party official, candidate for public office, or officer or employee of a public international organization for the purpose of influencing any official act or decision or to secure any improper advantage. Since August 1, 2017, each Seller and each of its Subsidiaries has implemented and maintains effective internal controls, including accounting controls, reasonably designed to prevent and detect violations of all applicable Anti-Corruption Laws and anti-money laundering laws, and each Seller and each of its Subsidiaries has recorded and maintained accurate books and records, including appropriate and lawful supporting documentation, in compliance with applicable Anti-Corruption Laws and anti-money laundering laws. Since August 1, 2017, each Seller and each of its Subsidiaries has not been the subject of or involved in any Litigation or, to the Knowledge of Sellers, threatened Litigations, relating to non-compliance with Anti-Corruption Laws or anti-money laundering Laws, and there have been no allegations (internal or external) against any Seller or any of its Subsidiaries, or any of their respective directors, officers, employees, agents, material representatives, or any Person acting on behalf of any of the foregoing regarding non-compliance with any applicable Anti-Corruption Laws or anti-money-laundering law.

Section 3.15 Environmental Matters. Except as disclosed in Section 3.15 of the Disclosure Schedule:

(a) the Owned Real Property, the property subject to the Leases and the operations of Sellers and their respective Subsidiaries with respect to the Business are, and since August 1, 2017 have been, in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Permits issued pursuant to Environmental Laws necessary to operate the Business except in each case as would not reasonably be expected to be material to the Business, taken as a whole;

(b) no Seller or any of its Subsidiaries, with respect to the Business, the Owned Real Property, or the property subject to the Leases, is the subject of any pending, or to the Knowledge of Sellers, threatened, Litigation or has received any unresolved notice, alleging that Sellers or any of their respective Subsidiaries may (i) be in violation of any Environmental Law, or any Permit issued pursuant to Environmental Law, or (ii) have any Liability under any Environmental Law, except in each case as would not reasonably be expected to be material to the Business, taken as a whole;

(c) there are no pending or threatened investigations of any Seller or any of its Subsidiaries with respect to the Business, the Owned Real Property, or the property subject to the Leases except in each case as would not reasonably be expected to result in Sellers or any of their respective Subsidiaries incurring any material Liability pursuant to any Environmental Law and to the Knowledge of Sellers, no Hazardous Materials are present at or have been released at any Owned Real Property or property subject to the Leases in a quantity or concentration that would require any Seller or Subsidiary thereof to undertake investigation or remediation pursuant to Environmental Law except in each case as would not reasonably be expected to be material to the Business, taken as a whole;

(d) No Seller or any of its Affiliates has manufactured, distributed, treated, stored, arranged for or permitted the disposal of, transported, released, or exposed any Person to, any Hazardous Material, except as would not reasonably be expected to result in material Liability to Sellers or any of their respective Subsidiaries; and

(e) Sellers have made available to Buyer true and complete copies of any environmental site assessment, reports or evaluations or any other documents correspondence concerning environmental conditions or Liabilities under Environmental Law with respect to the Owned Real Property, the property subject to the Leases or the operations of the Business, to the extent such reports, documents or correspondence are in any of Sellers' or their respective Subsidiaries' possession, custody or control and identify conditions that would reasonably be expected to result in Buyer incurring material Liabilities under Environmental Laws.

Section 3.16 Related Party Transactions. Except as set forth on Section 3.16 of the Disclosure Schedule and other than the Employee Benefit Plans, no officer, director or manager (or similar position) of any Seller, any Affiliate of any Seller or any member of any of the foregoing's immediate family (other than another Seller) (a) is a party to any Contract or Lease required to be set forth on Schedule 2.8(a), or has any material business arrangement with, or has any material financial obligations to or is owed any financial obligations from, any Seller or any of its Affiliates, to the Knowledge of Sellers, any actual competitor, vendor or licensor of any Seller (each such Contract, Lease or business arrangement, an "Affiliate Agreement"), (b) to the Knowledge of Sellers, none of the foregoing Persons have any cause of action or other claim whatsoever against or related to the Business or the Acquired Assets, and (c) to the Knowledge of Sellers, no Seller or any Affiliate of any Seller has any direct or indirect business arrangement with or financial obligation to the foregoing Persons.

Section 3.17 Financial Statements.

(a) General. True, correct and complete copies of (i) the audited consolidated balance sheets and statements of operations and comprehensive income, stockholders' equity and cash flow of Sellers and their respective Subsidiaries as of and for the years ended August 4, 2018 and August 3, 2019, together with the auditor's reports thereon (the "Audited Financial Statements"), and (ii) an unaudited consolidated balance sheets and statements of operations and comprehensive loss, cash flow and stockholders' equity of Sellers and their respective Subsidiaries as of and for the nine-month period ended May 2, 2020 (such date being the "Interim Balance Sheet Date") (the "Interim Financial Statements" and, together with Audited Financial Statements, the "Financial Statements") have been provided to Buyer. The Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of Sellers and their respective Subsidiaries as of the dates and for the periods indicated in such Financial Statements, have been prepared in accordance with the books of account and other financial records of Sellers and their respective Subsidiaries and have been prepared in conformity with GAAP (except, in the case of the Interim Financial Statements, for the absence of footnotes and other presentation items and for normal year-end adjustments that are not material individually or in the aggregate). Sellers and their respective Subsidiaries maintain a system of internal accounting controls designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements. To the Knowledge of Sellers, there have been no instances of fraud that occurred during any period covered by the Financial Statements.

(b) No Undisclosed Liabilities. Except (i) as reflected in the Financial Statements, (ii) as set forth in Section 3.17(b) of the Disclosure Schedule, (iii) for Liabilities that may have arisen since the Interim Balance Sheet Date in the Ordinary Course of Business and are not material to the Business, (iv) Liabilities arising under the executory portion of a Contract (excluding in each case Liabilities for breach, non-performance or default) that would not result in a Material Adverse Effect and (v) the Excluded Liabilities, Sellers and their respective Subsidiaries do not have any Liabilities required to be set forth on an audited balance sheet prepared in accordance with GAAP of Sellers and their respective Subsidiaries.

Section 3.18 Absence of Certain Changes. Other than as a result of the Bankruptcy Cases, since the Interim Balance Sheet Date until the date of this Agreement, each Seller and its Subsidiaries have conducted their business in the Ordinary Course of Business, and there has not been any event, circumstance, or development that, individually or together with all other events, circumstances, or developments, has had, or would reasonably be expected to have, a Material Adverse Effect.

Section 3.19 Inventory. The Inventory, taken as a whole, is of a quantity and quality historically useable or saleable in the Ordinary Course of Business. All Inventory is free from defects in materials and workmanship (normal wear and tear excepted), except as would not be material to the Business.

Section 3.20 Pricing Files. Sellers and their respective Subsidiaries (other than the JVs) have maintained their pricing files in the Ordinary Course of Business. All pricing files and records are accurate in all material respects as to the actual Cost to Sellers and their respective Subsidiaries (other than the JVs) for purchasing the goods referred to therein and as to the selling price to the public for such goods without consideration of any point of sale discounts.

Section 3.21 Royalties. Section 3.21 of the Disclosure Schedule sets forth a summary, true and correct in all material respects, without duplication, of all royalty payments generated by the licensee under the Business's license and distribution agreements in the fiscal years ended on or about August 1, 2017, 2018, and 2019 and in the ten-month period ended May 31, 2020.

Section 3.22 Disclaimer of Other Representations and Warranties. Except for the representations and warranties contained in this Article III (as modified by the Disclosure Schedule) (which representations and warranties shall terminate and be of no further force or effect as of the Closing), or expressly contained in any Related Agreement, no Seller nor any other Person makes, or shall be deemed to have made any representation or warranty, express or implied, including as to the accuracy or completeness of any information regarding any Sellers, any Acquired Assets, any Assumed Liabilities, the Business or any other matter and no Seller nor any other Person will be subject to any Liability to Buyer or any other Person resulting from such matters or the distribution to Buyer, or the use of, any such information. Notwithstanding anything herein to the contrary, but without limitation of any representation or warranty expressly contained in this Article III or any Related Agreement, NO SELLER MAKES ANY OTHER (AND HEREBY DISCLAIMS EACH OTHER) REPRESENTATION, WARRANTY, OR GUARANTY WITH RESPECT TO THE VALUE, CONDITION, OR USE OF THE ACQUIRED ASSETS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limitation of any representation or warranty expressly contained in this Article III or any Related Agreement, BUYER ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED ASSETS AND ASSUME THE ASSUMED LIABILITIES IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH, OR SAFETY MATTERS). Without limitation of any representation or warranty expressly contained in this Article III or any Related Agreement, Sellers disclaim all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any director, officer, employee, agent, consultant, or Representative of Sellers or any of their Affiliates). Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall limit Sellers' liability for fraud.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer makes the following representations and warranties to each Seller that:

Section 4.1 Organization of Buyer; Good Standing. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware.

Section 4.2 Authorization of Transaction. Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement, the Related Agreements, and all other agreements contemplated hereby to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby to which Buyer is or will be a party have been duly authorized by Buyer. Upon due execution hereof by Buyer, this Agreement, the Related Agreements, and all other agreements contemplated hereby (assuming due authorization and delivery by Sellers) constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention; Government Filings. Neither the execution, delivery, or performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Article II), will (a) conflict with or result in a breach of the organizational documents of Buyer, (b) violate any Law or Decree to which Buyer is subject or (c) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material Contract to which Buyer is a party, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a material adverse effect on Buyer. Other than in connection with applicable filing, notification, waiting period or approval requirements, to the extent required, under the HSR Act and all applicable Antitrust Laws, Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, prevent or materially impair or materially delay Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.4 Litigation; Decrees. There is no Litigation pending or, to Buyer's Knowledge, threatened in writing that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. As of the date of this Agreement, Buyer is not subject to any outstanding Decree that would prevent or materially impair or delay Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.5 Brokers' Fees. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Sellers or any of their Affiliates could become liable or obligated to pay.

Section 4.6 Sufficient Funds; Adequate Assurances. Upon the Closing, Buyer will have immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. At the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Transferred Contracts and Assumed Leases and the related Assumed Liabilities.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Efforts; Cooperation. Upon the terms and subject to the conditions set forth in this Agreement (including Section 5.5(a)), each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper, or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, except as otherwise specifically provided in Section 5.5. Without limiting the generality of the foregoing, (i) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.1 that are within its control or influence to be satisfied or fulfilled, and (ii) Buyer shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.2 that are within its control or influence to be satisfied or fulfilled.

Section 5.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Section 5.2(a) of the Disclosure Schedule, (ii) as required by applicable Law or by order of the Bankruptcy Court, (iii) as otherwise expressly required by this Agreement or (iv) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), each Seller shall, and shall cause its Subsidiaries to, (A) conduct, operate and maintain the Business and the Acquired Assets in the Ordinary Course of Business and (B) use its commercially reasonable efforts to (1) preserve intact the present business operations, organization and goodwill of the Business, (2) preserve the present relationships with licensors, licensees, contractors, distributors, consultants, vendors, suppliers and others having business relationships with Sellers in connection with the operation of the Business, (3) keep available the services of its officers and Covered Employees in the Ordinary Course of Business, (4) pay all of its undisputed post-petition obligations in the Ordinary Course of Business, and (5) continue to operate the Business and Acquired Assets in all material respects in compliance with all Laws applicable to the Business. Notwithstanding anything to the contrary herein, Sellers shall (A) have no

obligation to re-open stores and shall not be obligated to produce or source New Inventory unless Buyer pays all amounts payable for New Inventory and (B) until the Closing, (I) continue to operate the E-Commerce Platform and conduct related business in the Ordinary Course of Business, (II) cease accepting or otherwise receiving, and cause each of its Subsidiaries not to accept or otherwise receive, any payments (whether in Cash Equivalents, by netting of receivables and payables or otherwise) from any Transferred Entity or Designated Foreign Subsidiary (other than any JV or Subsidiary thereof), other than any payments due from Brooks Brothers Singapore Ptd. Ltd, Brooks Brothers Malaysia SDN, BHD. and Brooks Brothers Korea Ltd., up to an aggregate amount of $700,000, (III) initiate (or cause to be initiated) any shipment, dispatch or delivery of any inventory to any Subsidiary, Transferred Entity or Designated Foreign Subsidiary (other than any JV or Subsidiary thereof), except to the extent such shipment, dispatch or delivery was (x) initiated prior to the date of this Agreement or (y) approved in advance by Buyer in writing with payment terms having been negotiated and (IV) pay, or cause to be paid, in cash the aggregate amount of the "fully loaded" compensation and benefits cost for each employee of the Business's design and sourcing team located in Italy to its applicable Subsidiaries employing such Persons.

(b) Except (i) as set forth on Section 5.2(b) of the Disclosure Schedule, (ii) as required by applicable Law or by order of the Bankruptcy Court, (iii) as otherwise expressly required by this Agreement or (iv) with the prior written consent of Buyer, no Seller shall, and each Seller shall cause its Subsidiaries not to:

(i) other than in the Ordinary Course of Business or as required by any applicable collective bargaining agreement or Employee Benefit Plan, (A) increase compensation or benefits (excluding severance) of any Covered Employee; (B) increase the coverage or benefits available under any Assumed Employee Benefit Plan; or (C) amend any Assumed Employee Benefit Plan;

(ii) grant any new equity-based awards, or amend or modify the terms of any such outstanding awards under any Assumed Employee Benefit Plan;

(iii) other than as required by any applicable collective bargaining agreement, amend any severance plan or agreement as in effect on the date of this Agreement, except to modify the benefits due thereunder to the extent such modifications do not result in the levels of such benefits exceeding the levels of such benefits as of the Petition Date;

(iv) hire any employee who would be a Covered Employee (other than any such employee to be employed at the Stores or any Transferred Distribution Center in the Ordinary Course of Business) or terminate any Covered Employee who is an executive officer unless such termination is (A) for "cause" or (B) as a result of Buyer's written confirmation that such Covered Employee will not be hired; provided, that Sellers shall consult with Buyer prior to any such termination;

(v) sell, transfer or otherwise dispose of any Owned Real Property used in, held for use in, or relating to the Business;

(vi) amend, modify, terminate or fail to exercise any renewal option under any Contract or Lease required to be set forth on Schedule 2.8(a) (other than any Contract or Lease designated for rejection by Buyer pursuant to Section 2.8(b));

(vii) amend, modify or terminate any Covered Collective Bargaining Agreement or make any changes or negotiate to make any changes which would result in increased Liability to Buyer;

(viii) subject any of the Acquired Assets to any Lien, except for Permitted Liens and any Lien securing any debtor in possession loan facility or granted in an order authorizing use of cash collateral;

(ix) enter into any Contract or Lease that limits or restricts in any material respect the conduct or operations of the business of Sellers or any of their respective Subsidiaries, or that limits or restricts the use of the Intellectual Property included in the Acquired Assets;

(x) with respect to the Subsidiaries of each Seller, incur, create, assume, guarantee or become liable for any indebtedness for borrowed money;

(xi) use "liquidation" sales or use "brand sale", "going out of business", "out of business", "going out of business sale", "we quit", "quitting business", "everything must go", "liquidation/liquidating" or similar language with respect to the Business or the Acquired Assets;

(xii) close any Store, other than Stores set forth in Section 5.2(b)(xii) of the Disclosure Schedule (the "Closing Stores");

(xiii) modify, amend, supplement, transfer, or terminate any Contract or Lease, other than Contracts (but not Leases) which are immaterial to the Business with a value that do not exceed $25,000 individually or $100,000 in the aggregate;

(xiv) fail to make, or maintain in full force and effect, any filings necessary to maintain the material Registered Intellectual Property included in the Acquired Assets in full force and effect;

(xv) write up, write down or write off the book value of any assets other than in the Ordinary Course of Business;

(xvi) reject any Contracts or Leases other than as set forth on Section 5.2(b)(xvi) of the Disclosure Schedule or those designated for rejection by Buyer pursuant to Section 2.8;

(xvii) make any new commitment with respect to capital expenditures;

(xviii) waive any of the rights of Sellers or any of their respective Subsidiaries under any confidentiality or non-compete provisions of any material Transferred Contract;

(xix) seek to accelerate the receipt of any royalty payments or licensing or other receivables generated by Sellers or any of their respective Subsidiaries, by way of discount or otherwise;

(xx) acquire, dispose of or transfer any material asset or property that is an Acquired Asset (including any Intellectual Property right), other than (x) acquisitions and dispositions of inventory in the Ordinary Course of Business from or to Persons that are not Affiliates of any Seller and (y) Intellectual Property Licenses entered into the Ordinary Course of Business;

(xxi) pay, settle or compromise any Litigation or threatened Litigation involving or with respect to the Business or the Acquired Assets, or commence any Litigation;

(xxii) amend the organizational documents of any Transferred Entity or any Designated Foreign Subsidiary;

(xxiii) change financial accounting policies or procedures with respect to or otherwise affecting any of the Acquired Assets or the Business, except as required by changes in GAAP or applicable Law;

(xxiv) invalidate or cause the cancellation of any current insurance coverage (without replacement thereof) or fail to maintain current insurance coverage or suitable renewals thereof providing coverage substantially the same as any expiring policy;

(xxv) fail to file any material Tax Return or pay any material Taxes when due with respect to the Acquired Assets or the Business;

(xxvi) transfer any Inventory from any closed Store or Closing Store to any other Store (for the avoidance of doubt, it is understood that transfers of Inventory from any closed Store or Closing Store to any Transferred Distribution Center is not restricted by this Section 5.2(b)(xxvi));

(xxvii) transfer any Cash Equivalents located at the Stores, any Cash Equivalents in Store depository accounts or en route to Store depository accounts, or any petty cash located at the Stores and corporate offices out of such locations outside of the Ordinary Course of Business in each case except to the extent located at a closed Store or a Closing Stores;

(xxviii)issue any Gift Cards, other than to replace lost or stolen Gift Cards consistent with the applicable policies in place as of the date of this Agreement;

(xxix) enter into any Affiliate Agreement, other than Affiliate Agreements on arm's-length terms;

(xxx) with respect to any Designated Foreign Subsidiary or any other Transferred Entity, declare, set aside or pay any dividend or other distribution

(whether in cash, stock or property or any combination thereof) in respect of any equity interests thereof; or

(xxxi) agree, whether in writing or otherwise, to do anything prohibited by this Section 5.2.

Section 5.3 Regulatory Approvals.

(a) Each of the Parties hereto shall promptly (and in no event later than seven (7) Business Days following the date that this Agreement is executed) make to the extent required its respective filing under the HSR Act with respect to the transactions contemplated hereby. In addition, the Parties shall mutually agree to make any and all other filings required pursuant to the Antitrust Laws of any other jurisdiction as promptly as reasonably practicable following the date that this Agreement is executed. Further, Buyer shall use its commercially reasonable efforts to (i) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Law, including the HSR Act; and (ii) cause the expiration or termination of any applicable waiting periods under the HSR Act or any other Antitrust Law as soon as practicable. Buyer shall not withdraw its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or other waiting period under any Antitrust Law, or enter into any agreements to delay or not to consummate the transactions contemplated hereby without the prior written consent of Sellers. All filing fees related to the HSR Act or any other filings under any other Antitrust Laws shall be borne by Buyer.

(b) In connection with the efforts referenced in Section 5.1 and this Section 5.3 to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Law or any state Law, Buyer shall use its commercially reasonable efforts to (i) cooperate with Sellers in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep Sellers informed in all material respects of any material communication received by Buyer from, or given by Buyer to, any Governmental Authority and of any material communication received or given in connection with any proceeding by a private party, in each case, regarding any of the transactions contemplated hereby; and (iii) permit Sellers to review any material communication given to it by, and consult with Buyer in advance of any meeting or conference with, any Governmental Authority, including in connection with any proceeding by a private party, and, unless prohibited by an applicable Governmental Authority, provide the opportunity to attend or participate in such meeting, conference, or proceeding. The foregoing obligations in this Section 5.3(b) shall be subject to the Confidentiality Agreement and any attorney-client, work product, or other privilege, and materials provided to the other Party may be reasonably designated as "Outside Counsel Only". The Parties expect their outside counsel to enter into a joint defense agreement or common interest agreement in connection with such efforts to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Law to allow for the exchange of such privileged materials without waiving any such privilege.

Section 5.4 Bankruptcy Court Matters.

(a) Approval of Break-Up Fee and Expense Reimbursement.

(i) In the event that this Agreement is terminated by Buyer or Sellers for any reason pursuant to Section 8.1, other than termination pursuant to Section 8.1(a) or Section 8.1(d), in consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Sellers, Sellers shall pay Buyer, in accordance with the terms hereof (including Article VIII), the amount of the reasonable and documented expenses of Buyer incurred in connection with the transactions contemplated hereby up to an aggregate amount of $1,000,000 (the "Expense Reimbursement"). The Expense Reimbursement shall be paid on the third Business Day following the date of such termination by wire transfer(s) in immediately available funds to one or more bank accounts of Buyer (or any of its Affiliates) designated in writing by Buyer to Sellers.

(ii) In addition to any payments that may be due pursuant to Section 5.4(a)(i), if this Agreement is terminated by (A) Buyer or Sellers pursuant to Section 8.1(b)(ii) at a time when Buyer would have been permitted to terminate pursuant to Section 8.1(e) or Section 8.1(f) or (B) by Buyer pursuant to Section 8.1(c), Section 8.1(e), Section 8.1(f) or Section 8.1(i) then in each case of the foregoing clauses (A) and (B), upon consummation by Sellers of (x) in the case of termination pursuant to Section 8.1(c) only, a transaction or series of related transactions involving the sale, licensing or other disposition of all or any material portion of the Intellectual Property included in the Acquired Assets (other than any such sale of Intellectual Property to the DIP Lenders) or (y) a Competing Bid, Sellers shall also promptly (and in any event within three (3) Business Days of such consummation), pay to Buyer the Break-Up Fee, such payment of the Break-Up Fee to be made by wire transfer(s) in immediately available funds to one or more bank accounts of Buyer (or any of its Affiliates) designated in writing by Buyer to Sellers.

(iii) The Parties acknowledge and agree that (A) the Parties have expressly negotiated the provisions of this Section 5.4(a) and the payment of the Break-Up Fee and the Expense Reimbursement are integral parts of this Agreement, (B) in the absence of Sellers' obligations to make these payments, Buyer would not have entered into this Agreement, and (C) the Break-Up Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense Claims pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, other than, and subject and subordinate in all respects to, the Carve Out and the DIP Obligations (each as defined in the DIP Interim Order).

(iv) Each Seller acknowledges and agrees that such Seller shall be jointly and severally liable for the entire Break-Up Fee and the Expense Reimbursement payable by Sellers pursuant to this Agreement.

(v) The obligations of Sellers to pay the Break-Up Fee or the Expense Reimbursement shall survive the termination of this Agreement in accordance with Section 8.2. The Break-Up Fee or the Expense Reimbursement shall be deemed earned upon entry of the Bidding Procedures Order.

(vi) Subject to Section 8.2, nothing in this Section 5.4 shall relieve Buyer or Sellers of any Liability for a breach of this Agreement prior to the date of termination. Upon payment of the Termination Payment to Buyer in accordance with this Section 5.4(a) and subject to Section 2.3(b)(iii), Sellers and their respective Representatives and Affiliates, on the one hand, and Buyer and its Representatives and Affiliates, on the other, will be deemed to have fully released and discharged each other from any Liability resulting from the termination of this Agreement and none of Sellers, their Representatives or Affiliates, on the one hand, nor Buyer, its Representatives or Affiliates, on the other hand, or any other Person will have any other remedy or cause of action under or relating to this Agreement or any applicable Law, including for reimbursement of expenses.

(b) Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids in respect of all or any part of the Acquired Assets (whether in combination with other assets of Sellers or their Affiliates or otherwise) (each a "Competing Bid"). From the date hereof (and any prior time) and until the transactions contemplated hereby are consummated, Sellers are permitted to and to cause their Representatives and Affiliates to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates and Representatives) in connection with any sale or other disposition of the Acquired Assets. In addition, Sellers shall have the authority to respond to any inquiries or offers to purchase all or any part of the Acquired Assets (whether in combination with other assets of Sellers or their Affiliates or otherwise) and perform any and all other acts related thereto, including as required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, and including supplying information relating to the Business and the assets of Sellers to prospective purchasers.

(c) Bankruptcy Court Filings.

(i) On or before July 23, 2020, Sellers shall file with the Bankruptcy Court a supplement to their motion seeking entry of the Bidding Procedures Order (which shall, among other things, approve and authorize payment of the Termination Payment in accordance with this Section 5.4) (the "Supplemental Motion"). Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Bidding Procedures Order and the Sale Order, including a finding of adequate assurance of future performance by Buyer, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing

necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Buyer shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Acquired Assets hereunder. In the event the entry of the Bidding Procedures Order shall be appealed, Sellers and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

(ii) Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Transferred Contracts and Assumed Leases and, subject to the consent of Buyer, to determine the amount of the Cure Costs; provided, that nothing herein shall preclude Sellers from filing such motions to reject any Contracts or Leases that have been designated for rejection by Buyer pursuant to Section 2.8.

(iii) Sellers shall cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, any other orders (whether of the Bankruptcy Court or otherwise, and whether relating to the Bankruptcy Cases or any other insolvency proceeding initiated pursuant to Section 5.12 or otherwise) relating to the transactions contemplated by this Agreement, and the bankruptcy or other insolvency proceedings in connection therewith, and Sellers shall, to the extent reasonably practicable, provide Buyer with draft copies of all applications, pleadings, notices, proposed orders, and other documents relating to such proceedings at least two (2) Business Days in advance of the proposed filing date so as to permit Buyer sufficient time to review and comment on such drafts, and, with respect to all provisions that impact Buyer or relate to the transactions contemplated by this Agreement, such pleadings and proposed orders shall be in form and substance reasonably acceptable to Buyer. Sellers shall use commercially reasonable efforts to give Buyer reasonable advance notice of any hearings regarding the Bidding Procedures Order, the Sale Order, or any other orders (whether of the Bankruptcy Court or otherwise, and whether relating to the Bankruptcy Cases or any other insolvency proceeding initiated pursuant to Section 5.12 or otherwise) relating to the transactions contemplated by this Agreement.

(d) Bankruptcy Court Milestones. Sellers shall comply with the following timeline (the "Bankruptcy Court Milestones"):

(i) As promptly as practicable but in no event later than July 23, 2020, Sellers shall file with the Bankruptcy Court the Supplemental Motion, together with a fully executed or substantially final form of this Agreement;

(ii) No later than August 12, 2020, Sellers shall obtain entry of the DIP Final Order;

(iii) No later than August 12, 2020, Sellers shall obtain entry of the Bidding Procedures Order;

(iv) No later than August 20, 2020, the Auction (if necessary) shall have been held pursuant to the Bidding Procedures Order;

(v) No later than August 27, 2020, the Bankruptcy Court shall have held the Sale Hearing to consider entry of the Sale Order; and

(vi) No later than August 30, 2020, Sellers shall obtain entry by the Bankruptcy Court of the Sale Order.

(e) Back-up Bidder. Sellers and Buyer agree that, in the event that Buyer is not the winning bidder at the auction undertaken pursuant to the Bidding Procedures Order (the "Auction"), if and only if (i) Buyer submits the second highest or second best bid at the Auction or the terms of this Agreement constitute the second highest or best bid and Sellers give Buyer written notice of such determination (a "Back-Up Bidder Notice"), and (ii) Sellers give written notice to Buyer on or before October 20, 2020 (the "Back-up Termination Date"), stating that Sellers (A) failed to consummate the sale of the Acquired Assets with the winning bidder, and (B) terminated the purchase agreement with the winning bidder, Buyer shall consummate the transactions contemplated hereby upon the terms and conditions as set forth herein (notwithstanding any subsequent bid by Buyer at the Auction). For the avoidance of doubt, references herein to "the date hereof", "the date of this Agreement," and similar references shall refer to the date set forth in the Preamble to this Agreement notwithstanding any subsequent bid by Buyer at the Auction or delivery by Sellers of the written notice described in this Section 5.4(e).

(f) Sale Order. Provided Buyer is selected as the winning bidder in respect of the Acquired Assets at the Auction, Sellers shall seek entry of the Sale Order and any other necessary orders to close the sale by the Bankruptcy Court as soon as reasonably practicable following the closing of the Auction in accordance with the terms and conditions hereof. Buyer and Sellers understand and agree that the transactions contemplated by this Agreement are subject to approval by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order. In the event the entry of the Sale Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeal.

(g) Sellers shall not voluntarily pursue or seek, or fail to use commercially reasonable efforts to oppose any third party in pursuing or seeking, a conversion of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, the appointment of a trustee under chapter 11 of the Bankruptcy Code or chapter 7 of the Bankruptcy Code, or the appointment of an examiner with expanded powers.

(h) Sellers shall promptly serve true and correct copies of all applicable pleadings and notices in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and any other applicable order of the Bankruptcy Court.

Section 5.5 Notices and Consents. Prior to the Closing following the Closing:

(a) Sellers will give, or will cause to be given, any notices to third parties, and each of the Parties will use its commercially reasonable efforts to obtain any third party

consents or sublicenses, in connection with the matters referred to in Section 5.5(a) of the Disclosure Schedule or as are otherwise necessary and appropriate to consummate the transactions contemplated hereby, including the assignment to, and assumption by, Buyer or its designee of the Transferred Contracts and the Assumed Leases; provided, however, that (i) Sellers shall control all correspondence and negotiations with third parties regarding any such matters, (ii) none of Sellers or any of their Subsidiaries shall be required to pay any consideration therefor or incur any expenses in connection therewith, (iii) Sellers shall not be obligated to initiate any Litigation or legal proceedings to obtain such consent or approval, and (iv) Buyer shall pay any reasonable and documented out-of-pocket costs as a result of amendments or modifications to any Transferred Contract or Assumed Lease, in either case as is necessary to obtain such consent or sublicense, and if Buyer refuses to pay such costs, such Contract or Lease shall be excluded from the transactions hereunder and there shall be no adjustment to the Purchase Price on account of such exclusion.

(b) Without limiting Section 5.3, each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of Governmental Authorities as are necessary and appropriate to consummate the transactions contemplated hereby.

Section 5.6 Notice of Developments. Each Seller and Buyer will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the occurrence of any event, of which it has Knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in Article VII not to be satisfied as of a reasonably foreseeable Closing Date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; provided, however, that (i) the delivery of any such notice pursuant to this Section 5.6 shall not be deemed to amend or supplement this Agreement and (ii) the failure to deliver or delay in delivering any such notice shall not (A) constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party or (B) be considered for purposes of the conditions to Closing set forth in Section 7.1(b) or Section 7.2(b).

Section 5.7 Access. Upon the reasonable request of Buyer, Sellers will permit Buyer and its Representatives to have, upon reasonable advance written notice, reasonable access to all premises, properties, information books and records and Transferred Contracts and Assumed Leases included in the Acquired Assets during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of any Seller; provided, however, that, for avoidance of doubt, the foregoing shall not (a) require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto (it being agreed that each such Person shall use commercially reasonable efforts to cause such access or information to be provided in a manner that does not cause such waiver) or (b) permit Buyer or its Representatives to conduct any sampling or testing of soil, groundwater, air, or other environmental media with respect to the Acquired Assets. Buyer and its Representatives shall, upon reasonable notice to, and good faith consultation with, Sellers, be permitted to contact any employees, vendors, suppliers, landlords, or licensors of any Seller in connection with or pertaining to any subject matter of this Agreement, and Sellers shall, at their election, be entitled to have a representative present at any such meetings.

Section 5.8 Bulk Transfer Laws. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer laws or similar Laws of any jurisdiction in connection with the transactions contemplated by this Agreement, including the United Nations Convention on the Sale of Goods, and hereby waives all claims related to the non-compliance therewith.

Section 5.9 Replacement Bonding Requirements. On or prior to the Closing Date, Buyer shall settle or provide replacement guarantees, standby letters of credit or other assurances of payment, in forms reasonably satisfactory to Sellers, with respect to only those Bonding Requirements set forth on Schedule 5.9 that are outstanding as of the date of this Agreement, and, both prior to and following the Closing Date, Sellers will cooperate with Buyer in connection with the performance of Buyer's obligations under this Section 5.9. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, in no event will Buyer have any obligation under this Section 5.9 to replace, settle or collateralize any Bonding Requirement if such Bonding Requirement relates to a Lease unless and until such Lease is deemed an Assumed Lease hereunder and has been actually assumed by Buyer.

Section 5.10 Directors and Officers Insurance. Upon Buyer's request, prior to the Closing, Sellers shall (at Buyer's sole cost and expense) obtain, maintain and, upon receiving sufficient funds from Buyer, fully pay for irrevocable "tail" insurance policies (the "Tail Policies") naming each present (as of immediately prior to the Closing) and former director and officer of Sellers and their respective Subsidiaries as direct beneficiaries, with a claims period of at least six (6) years from the Closing Date, from an insurance carrier with the same or better credit rating as Sellers' current insurance carrier with respect to directors' and officers' liability insurance in an amount and scope at least as favorable as Sellers' existing policies with respect to matters existing or occurring at or prior to the Closing Date.

Section 5.11 Intercompany Indebtedness. Prior to the time that Buyer causes the sale, assignment or other transfer of the equity interests of any JV pursuant to Section 6.11, Sellers and Buyer shall discuss in good faith the treatment of all intercompany indebtedness, accounts and balances and Liabilities (the "Intercompany Obligations") between and among any Seller or any Subsidiary thereof, on the one hand, and such JV or any of its Subsidiaries, on the other hand, to the extent permissible pursuant to any applicable JV Agreement; provided, however, that if Sellers and Buyer cannot agree to the treatment of the Intercompany Obligations, at the request of Buyer, Sellers shall cause any payables owed by any Seller or any Subsidiary thereof (other than such JV and its Subsidiaries) to such JV or any of its Subsidiaries to be fully and finally settled and eliminated (which may include the netting of receivables and payables, contributions to equity and dividends), in each case with no further Intercompany Obligations between Sellers and their respective Subsidiaries (other than such JV and its Subsidiaries), on the one hand, and such JV or any of its Subsidiaries, on the other hand, other than any such Intercompany Obligations set forth in this Agreement and any Related Agreement, to the extent permissible pursuant to any applicable JV Agreement. Nothing in this Section 5.11 shall require Sellers to terminate any Intercompany Obligations solely between or among any Seller and any of their respective Subsidiaries that are not Transferred Entities. Notwithstanding anything in this Agreement to the contrary, Sellers hereby agree to use commercially reasonable efforts to cause, prior to the time that Buyer causes the sale, assignment or other transfer, directly or indirectly, of the equity interests of Brooks Brothers Greater China Limited (Hong Kong), the elimination of the Intercompany Obligation

entitled "Loan to BBUS" line item in the amount of US$2,220,000 from the balance sheet of Brooks Brothers Greater China Limited (Hong Kong) to the extent permissible pursuant to any applicable JV Agreement.

Section 5.12 Canadian Inventory. Prior to the Closing, Sellers shall use their reasonable best efforts to obtain releases of any Liens (other than Permitted Post-Closing Liens) of all finished goods inventory of the Business located in Canada in connection with the Closing, including through obtaining a court order to such effect through an insolvency proceeding in the United States or Canada, if deemed necessary by the Buyer in its sole discretion, following consultation among counsel to Sellers and counsel to Buyer.

Section 5.13 Transition Services Agreement. Prior to the Closing, Sellers and Buyer shall discuss in good faith a transition services agreement to be entered into effective as of the Closing. Sellers and Buyer shall cooperate and use commercially reasonable efforts to negotiate such transition services agreement prior to the Closing Date, which shall be in form and substance reasonably acceptable to Sellers and Buyer.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will, at the requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request which actions shall be reasonably necessary to transfer, convey or assign to Buyer all of the Acquired Assets or to confirm Buyer's assumption of the Assumed Liabilities. Without limiting the generality of the foregoing:

(a) If, following the Closing, Buyer or any Seller becomes aware that Buyer or any of its Affiliates is in possession of any asset or right that is an Excluded Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Seller, Buyer shall execute, or cause the relevant Affiliate(s) of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of, and Buyer shall thereafter transfer, any such asset or right to Sellers or such other entities nominated by such Sellers for no consideration and such Sellers shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, Buyer receives any payments in respect of an Excluded Asset, Buyer shall promptly remit such payments to the applicable Sellers or other entity designated by such Sellers.

(b) If, following Closing, Buyer or any Seller becomes aware that a Seller or any of its Affiliates is in possession of any asset or right that is an Acquired Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of Buyer, the applicable Sellers shall execute or cause the relevant Affiliate(s) of such Sellers to execute such documents as may be reasonably necessary to cause the transfer of and such

Sellers shall thereafter transfer any such asset or right to Buyer or any other entities nominated by Buyer for no consideration and Buyer shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Sellers or its Affiliates receive any payments in respect of the Acquired Assets, such Sellers shall promptly remit such payments to Buyer or other entity nominated by Buyer.

(c) From and after the Closing, Sellers hereby authorize and empower Buyer and its Affiliates to receive and open all mail and other communications (including electronic communications) received by Buyer or its Affiliates relating to the Business, the Acquired Assets or the Assumed Liabilities and to deal with the contents of such communications. From and after the Closing, Sellers shall promptly deliver or cause to be delivered to Buyer any mail or other communication (including electronic communications) received by Sellers or any of their respective Affiliates after the Closing Date pertaining to the Business, the Acquired Assets or the Assumed Liabilities and if Sellers or any of their respective Affiliates receive from any Person after the Closing Date any telephone calls with respect to the Business at any telephone number not transferred to Buyer, Sellers shall inform such Person that the telephone number for the Business has changed and provide such Person with, and forward such call to, such telephone number for the Business as is supplied by Buyer.

Section 6.2 Access; Enforcement; Record Retention. From and after the Closing, upon request by any Party (the "Requesting Party"), the other Parties will permit the Requesting Party and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of such other Party, to all premises, properties, personnel, books and records, and Contracts or Leases of such Party for the purposes of (a) preparing Tax Returns, (b) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, (c) complying with the requirements of any Governmental Authority or (d) otherwise providing such reasonable assistance and cooperation as may be reasonably requested by Buyer from time to time to facilitate the transition of the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law (it being agreed that each such Person shall use commercially reasonable efforts to cause such access or information to be provided in a manner that does not cause such waiver or violation as set forth in the foregoing clauses (i) and (ii)), or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Buyer agrees to maintain the files or records which are contemplated by the first sentence of this Section 6.2 in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time, for six (6) years following the Closing.

Section 6.3 Covered Employees.

(a) Offer of Employment. At least fifteen (15) days prior to the Closing Date, Buyer shall, or shall cause its Affiliates to, provide an offer letter of employment to the Covered Employees selected by Buyer in its sole discretion and set forth on Section 6.3(a) of the Disclosure Schedule (the Covered Employees as in effect on the date of this Agreement are set forth on the Covered Employee Census, which may be updated by

Sellers from time to time), which terms and conditions are expected to be reasonably comparable to the Covered Employees' employment terms and conditions as in effect immediately prior to the Closing (excluding any defined benefit pension plan, retiree medical and equity arrangements) effective as of the Closing Date and contingent upon the Closing. Each Covered Employee who accepts such offer of employment shall be deemed a "Transferred Employee" from and after the date his or her offer becomes effective and Sellers will reasonably cooperate with any reasonable requests by Buyer in order to facilitate the offers of employment and the delivery of such offers.

(b) Compensation and Benefits. Commencing on the Closing Date and continuing through the first anniversary of the Closing Date, Buyer or its Affiliates shall provide or cause to be provided to each Transferred Employee: (i) the same location of employment or a location within twenty-five (25) miles of such Transferred Employee's location of employment as in effect immediately prior to the Closing; (ii) annual base salary or base wages and cash incentive compensation opportunities and employee benefits (excluding severance), that are substantially comparable in the aggregate to the annual base salary or base wages and cash incentive compensation opportunities and employee benefits (excluding severance) provided to such Transferred Employee immediately prior to the Closing and (iii) severance that is substantially comparable to the severance provided to similarly situated employees of Buyer.

(c) Service Credit. Buyer and its Affiliates shall provide each Transferred Employee with credit for all years of service with Sellers, their Subsidiaries and their respective predecessors prior to the Closing, under any employee benefit plans or arrangements of Buyer and its Affiliates maintained by Buyer or its Affiliates in which such Transferred Employee participates following the Closing Date, for purposes of eligibility, vesting, and entitlement to benefits, excluding for severance benefits, vacation entitlement or accrual of pension benefits. Notwithstanding the foregoing, nothing in this Section 6.3(c) shall be construed to require crediting of service that would result in a duplication of benefits.

(d) Waiver of Pre-Existing Conditions; Crediting of Deductibles. No later than the Closing Date, Buyer or its Affiliates shall establish or cause to be established, at its own expense, benefit plans that provide life insurance, health care, dental care, accidental death and dismemberment insurance, disability and other group welfare benefits for Transferred Employees. Buyer or its Affiliates shall use reasonable best efforts to cause (i) the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Transferred Employees under any welfare benefit plans to the extent that such conditions, exclusions or waiting periods would not apply under the analogous Employee Benefit Plans, and (ii) for the plan year in which the Closing Date occurs (or, if later, in the calendar year in which Transferred Employees and their dependents commence participation in a welfare plan of Buyer or its Affiliates), the crediting of each Transferred Employee with any co-payments and deductibles paid prior to participation in such welfare plans in satisfying any applicable deductible or out-of-pocket requirements thereunder.

(e) Buyer 401(k) Plan. No later than the Closing Date, Buyer shall adopt or identify a qualified defined contribution retirement plan in which Transferred Employees shall participate commencing on the Closing Date (such plan, the "Buyer 401(k) Plan"). Buyer shall cause the Buyer 401(k) Plan to accept a "direct rollover" to the Buyer 401(k) Plan of each Transferred Employee's account balances (including promissory notes evidencing all outstanding loans) under Sellers' 401(k) plans if such rollover is elected in accordance with applicable Law by such Transferred Employee.

(f) Accrued Vacation. Buyer or its Affiliates shall provide each Transferred Employee with credit for the same amount of vacation and paid time off such Transferred Employee has accrued but not used through the Closing Date, provided that, to the extent any such accrued amounts are required to be paid by Sellers at or following the Closing under applicable Law, such amounts shall be timely paid by Buyer or its Affiliates to the applicable Transferred Employee in cash (rather than by Buyer or its Affiliates providing vacation or paid time off credit to such Transferred Employee) in full satisfaction of any such payment obligation otherwise owed by Sellers to the applicable Transferred Employee. Neither Sellers nor their Subsidiaries shall have any obligation or liability to pay or provide any vacation or paid time off payments accrued by any Transferred Employee on or following the Closing Date, and Buyer and its Affiliates expressly assume any such obligation or liability that Sellers or their Subsidiaries may have otherwise owed to any Transferred Employee under applicable Law.

(g) Welfare Benefit Claims; COBRA. On the Closing Date, Sellers and their Subsidiaries shall cease to provide welfare coverage to each Transferred Employee and his or her covered dependents, and Buyer or its Affiliates shall commence providing such coverage to such individuals. Sellers shall be responsible in accordance with its applicable welfare plans (and the applicable welfare plans of their Subsidiaries) in effect prior to the Closing Date for all reimbursement claims (such as medical and dental claims) for expenses incurred, and for all non-reimbursement claims (such as life insurance claims) incurred, under Sellers' or their Subsidiaries' Employee Benefit Plans that are welfare benefit plans prior to the Closing Date by the Transferred Employees and their dependents. Buyer or its Affiliates shall be responsible in accordance with the applicable welfare plans of Buyer or its Affiliates for all reimbursement claims (such as medical and dental claims) for expenses incurred, and for all non-reimbursement claims (such as life insurance claims) incurred, after the Closing Date by Transferred Employees and their dependents. For purposes of this Section 6.3(g), a claim shall be deemed to have been incurred as follows: (i) for health, dental and prescription drug benefits, upon provision of such services, (ii) for life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, disability or accident giving rise to such benefits, and (iii) for hospital-provided health, dental, prescription drug or the benefits that become payable with respect to any hospital confinement, based upon the initial date of such event. Sellers or their Subsidiaries shall provide coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") under Sellers' or their Subsidiaries' Employee Benefit Plans that are group health plans with respect to qualifying events occurring prior to the Closing Date; provided, however, that to the extent that a dependent of a Transferred Employee is receiving continuation coverage under COBRA as of the Closing Date, Buyer or its Affiliates shall be obligated to continue to provide COBRA continuation coverage to such

dependent on and following the Closing Date for the period required under applicable Law. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible dependents or beneficiaries under Buyer's group health plans with respect to qualifying events occurring on and after the Closing Date.

(h) WARN Act. Sellers shall provide Buyer with a list, by date and location, of employee layoffs implemented by Sellers with respect to employees of the Business in the ninety (90) day period preceding the Closing Date. Seller agrees to take any action reasonably requested by Buyer with respect to the WARN Act including sending out conditional notices to Covered Employees.

(i) Tax Reporting. Buyer shall adopt the "alternate procedure" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, Buyer as the successor employer shall provide Forms W-2 to Transferred Employees reflecting all wages paid and Taxes withheld with respect to such Transferred Employees for the calendar year in which the Closing Date occurs. Sellers as the predecessor employers shall have no employment Tax reporting responsibilities for the Transferred Employees following the Closing Date. Buyer shall also adopt the "alternate procedure" of Revenue Procedure 2004-53 for purposes of Internal Revenue Service Forms W-4 (Employee's Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate).

(j) Cooperation. After the Closing Date, Buyer shall, and shall cause its Affiliates to, reasonably cooperate with Sellers to provide such current information regarding the Transferred Employees on an ongoing basis as may be reasonably necessary to facilitate determinations of eligibility for, and payments of benefits to, the Transferred Employees under any applicable Employee Benefit Plan that continues to be maintained by Sellers or their Affiliates. Buyer shall, and shall cause its Affiliates to, permit Transferred Employees to provide such assistance to Sellers as may be reasonably required in respect of claims against Sellers or their Affiliates, whether asserted or threatened, to the extent that, in Sellers' good faith and reasonable opinion, (i) a Transferred Employee has knowledge of relevant facts or issues, or (ii) a Transferred Employee's assistance is reasonably necessary in respect of any such claim.

(k) Covered Collective Bargaining Agreements. For the avoidance of doubt, neither Buyer nor any of its Affiliates shall assume, be bound by or become a party to any of the Covered Collective Bargaining Agreements or any other collective bargaining agreement with respect to any Covered Employees or current or former employees of Sellers or their respective Affiliates, and any obligation, Liability or expenses with respect to or relating to any collective bargaining agreements (including withdrawal liability) shall be an Excluded Liability and the Acquired Assets shall be purchased free and clear of all such obligations, Liabilities or expenses. For the avoidance of doubt, Buyer or its Affiliates may in Buyer's sole discretion offer employment to any employees that were covered by collective bargaining agreements on such terms and conditions that Buyer determines in its sole discretion.

(l) No Third Party Beneficiary Rights; Covered Collective Bargaining Agreements. The Parties agree that nothing in this Section 6.3, whether express or implied, creates any third party beneficiary rights in any Transferred Employee. No provision of this Agreement shall create any third party beneficiary rights in any current or former employee or service provider of an Sellers, any Covered Employee or Transferred Employee (including any beneficiary or dependent thereof) in respect of continued employment by Sellers or any of their respective Affiliates or Buyer or its Affiliates or otherwise. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of Buyer or any of its Affiliates to terminate any Transferred Employee for any reason, (ii) require Buyer or any of its Affiliates to continue any Employee Benefit Plans, or arrangements or prevent the amendment, modification or termination thereof after the Closing, or (iii) constitute an amendment to any Employee Benefit Plan, employee benefit plans or arrangements.

Section 6.4 Certain Tax Matters.

(a) Transfer Taxes. Buyer shall pay any stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, duty, assessment or governmental charge (a "Transfer Tax") imposed under applicable Law in connection with the transactions contemplated hereby. Accordingly, if any Seller is required by Law to pay any such Transfer Taxes, Buyer shall promptly reimburse such Seller for the amount of such Transfer Taxes actually paid by such Seller (including the cost associated with preparing and filing any such Tax Returns). The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. The non-filing Party shall be entitled to receive copies of such Tax Returns and other documentation reasonably in advance of filing by the filing Party, but not less than ten (10) Business Days prior to the due date of such Tax Returns, and such Tax Returns and other documentation shall be subject to the non-filing Party's approval, which shall not be unreasonably withheld, delayed, or conditioned. The Parties shall cooperate to permit the filing Party to prepare and timely file any such Tax Returns.

(b) Tax Adjustments. Subject to Section 2.10, Taxes (other than Transfer Taxes) imposed upon or assessed directly against the Acquired Assets (including real estate Taxes, personal property Taxes and similar Taxes) for the tax period in which the Closing occurs (the "Proration Period") will be apportioned and prorated between Sellers and Buyer as of the Closing Date with Buyer bearing the expense of Buyer's proportionate share of such Taxes which shall be equal to the product obtained by multiplying (i) a fraction, the numerator being the amount of the Taxes and the denominator being the total number of days in the Proration Period, times (ii) the number of days in the Proration Period following the Closing Date, and Sellers shall bear the remaining portion of such Taxes. If the precise amount of any such Tax cannot be ascertained on the Closing Date, apportionment and proration shall be computed on the basis of the amount payable for each respective item during the tax period immediately preceding the Proration Period, using the apportionment method described in Section 2.10(c), and any proration shall be adjusted thereafter on the basis of the actual charges for such items in the Proration Period. When the actual amounts become known, such proration shall be recalculated by Buyer and Sellers, and Buyer or

Sellers, as the case may be, promptly (but not later than ten (10) days after notice of payment due and delivery of reasonable supporting documentation with respect to such amounts) shall make any additional payment or refund so that the correct prorated amount is paid by each of Buyer and Sellers. Any refunds of such Taxes for a Proration Period shall be allocated between Sellers and Buyer in a manner consistent with this Section 6.4(b).

(c) Tax Refunds. In furtherance of Sellers' right to retain those assets described in clause (a)(iii) of the definition of Excluded Assets, Sellers shall be entitled to receive from Buyer all refunds (or credits for overpayments) of Retained Taxes, including any interest paid thereon, by a Governmental Authority, net of any costs, fees, expenses or Taxes incurred in obtaining such refunds (or credits). In furtherance of Buyer's right to retain those assets described in clause (cc) of the definition of Acquired Assets, Buyer shall be entitled to receive from Sellers all refunds (or credits for overpayments) of Assumed Taxes, including any interest paid thereon, by a Governmental Authority, net of any costs, fees, expenses or Taxes incurred in obtaining such refunds (or credits). Buyer and Sellers shall execute all documents, take reasonable additional actions and otherwise reasonably cooperate as may be necessary to obtain the Tax refunds (or credits) contemplated by this Section 6.4(d). Buyer or Sellers, as applicable, shall pay any such Tax refund (or the amount of any such credit) to the other party within five (5) calendar days after Buyer or Sellers, as applicable, receives such Tax refund from a Governmental Authority or files a Tax Return claiming such credit.

(d) Cooperation. Buyer and Sellers shall reasonably cooperate (i) in the preparation and timely filing of any Tax Return relating to the Business, the Acquired Assets, or the Assumed Liabilities; (ii) in any audit or other proceeding with respect to Taxes or Tax Returns relating to the Business, the Acquired Assets, or the Assumed Liabilities; (iii) in making available any information, records, or other documents relating to any Taxes or Tax Returns relating to the Business, the Acquired Assets, or the Assumed Liabilities; and (iv) in providing certificates or forms, and in timely executing any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

(e) Tax Proceedings. Sellers, at their sole cost and expense, shall control any audits or other proceedings relating to Retained Taxes. Buyer, at its sole cost and expense, shall control any audits or other proceedings relating to Assumed Taxes. Notwithstanding the foregoing, to the extent the audit or Tax proceeding relates to Taxes relating solely to Acquired Assets for a Straddle Period, Buyer, at its sole cost and expense, shall control such audit or Tax proceeding to the extent it could result in or could affect an Assumed Tax; provided that Buyer shall keep Sellers reasonably informed regarding the status of such audit or Tax proceeding and provided further, that the costs and expenses of conducting such an audit or Tax proceeding will be apportioned and prorated between Sellers and Buyer as of the Closing using the apportionment method described in Section 6.4(b).

Section 6.5 Insurance Matters. Buyer acknowledges that, except as otherwise set forth in this Agreement and the Related Documents, upon Closing, all insurance coverage

provided in relation to Sellers, the Stores, the Business or the Acquired Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) shall cease to provide any coverage to Buyer, the Stores, or the Acquired Assets and no further coverage shall be available to Buyer, the Stores, the Business or the Acquired Assets under any such policies.

Section 6.6 Acknowledgements. Buyer acknowledges that it has received from Sellers certain projections, forecasts, and prospective or third party information relating to Sellers, the Stores, the Acquired Assets, the Assumed Liabilities, and other related topics. Buyer acknowledges that (i) there are uncertainties inherent in attempting to make such projections and forecasts and in such information; (ii) Buyer is familiar with such uncertainties and is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections, forecasts, and information so furnished; and (iii) neither Buyer nor any other Person shall have any claim against any Seller or any of their Affiliates or any of their respective directors, officers, employees, stockholders, members, managers, partners, Affiliates, agents, or other Representatives with respect thereto. Accordingly, without limiting the generality of Section 9.1, Buyer acknowledges that none of Sellers nor any other Person makes any representations or warranties with respect to such projections, forecasts, or information.

Section 6.7 Press Releases and Public Announcements. Promptly following the Closing, the Parties shall issue an initial press release concerning this Agreement and the transactions contemplated hereby in form and substance reasonably acceptable to Sellers and Buyer. Thereafter, no Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of the other Parties, unless (a) a press release or public announcement is required by applicable Law or a Decree of the Bankruptcy Court or (b) such press release or public announcement is consistent with press releases or public statements previously made in accordance with this Section 6.7. If any such announcement or other disclosure is required by applicable Law or a Decree of the Bankruptcy Court, the disclosing Party shall give the nondisclosing Parties prior notice of, and an opportunity to comment on, the proposed disclosure. The Parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Bidding Procedures Order or the Sale Order.

Section 6.8 Wind Down and Marketing License. Sellers shall, from the period commencing on the Closing Date and ending on June 30, 2021, be entitled to use, and Buyer hereby grants to Sellers a license to use, on a non-exclusive and royalty-free basis, all trademarks included in the Acquired Assets in connection with winding down the Business or the promotion, marketing or offering for sale any of the Excluded Assets (provided that such marketing or offering for sale shall not include any "liquidation" sales or use "brand sale", "going out of business", "out of business", "going out of business sale", "we quit", "quitting business", "everything must go", "liquidation/liquidating" or similar language with respect to the Business or the Acquired Assets), including any existing trademarks that are in active use solely on existing stocks of signs, billboards, trucks, cars, labels, packaging, letterheads, advertisements and promotional materials, inventory and other documents and materials relating to the Business as of the Closing Date (the "Seller Existing Stock") (such trademarks, the "Licensed Marks") (such period, the "License Period"), by the end of which period, Sellers shall, and shall have caused their applicable Subsidiaries to (a) cease using the Licensed Marks, and (b) destroy or remove any and all Licensed

Marks from any and all assets in their possession or control that contain, incorporate or display the Licensed Marks so that there is no continued use of the Licensed Marks. Solely to the extent necessary to promote, market or sell any Excluded Assets, Sellers and their Subsidiaries may create, produce or issue any additional stocks of signs, billboards, trucks, cars, labels, packaging, letterheads, advertisements and promotional materials, inventory and other documents and materials that include the Licensed Marks; provided, however, that by the end of the License Period, Sellers shall, and shall have caused their applicable Subsidiaries to destroy or remove all Licensed Marks from any of the foregoing. All goodwill resulting from the use of the Licensed Marks under this Section 6.8 in connection with winding down the Business shall inure to the benefit of Buyer. Any and all use of the Licensed Marks by Sellers shall be consistent with the manner in which such Licensed Marks are used as of the date of this Agreement and any and all goods and services sold under the Licensed Marks shall comply with the quality control and quality standards in effect as of the date of this Agreement. As soon as reasonably practicable, but in no event more than (i) thirty (30) days after the Closing in the U.S. or (ii) sixty (60) days after the Closing in the case of any Seller or Affiliate thereof domiciled outside the U.S., each Seller shall, and shall cause its Affiliates to, take all actions necessary to change its legal, registered, assumed, trade and "doing business as" name, as applicable, to a name or names not containing "Brooks Brothers" or any name confusingly similar to the foregoing and will cause to be filed as soon as practicable after the Closing, in all jurisdictions in which each Seller and each of its Affiliates is qualified to do business, any documents necessary to reflect such change in its legal, registered, assumed, trade and "doing business as" name, as applicable, or to terminate its qualification therein. Each Seller may sublicense its rights hereunder to any of its respective Affiliates or an entity that was an Affiliate prior to the Petition Date so long as it conditions the license grant on the sublicensee's compliance with the restrictions above that apply to Sellers, secures an acknowledgment that all goodwill resulting from use of the Licensed Marks in connection with winding down the Business shall inure to the benefit of Buyer, provides in the relevant sublicense agreement that Buyer is an intended third-party beneficiary thereof, and provides that the license shall be terminable if the sublicensee commits a material uncured breach of the restrictions above that apply to Sellers. So long as each Seller notifies Buyer promptly upon learning of a material breach of such restrictions and exercises such termination right promptly upon becoming aware of such an uncured material uncured breach, no act or omission of a sublicensee will be deemed to be a breach of such Seller's obligations under this provision.

Section 6.9 No Successor Liability. The Parties intend that upon the Closing, Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to any Seller, including, a "successor employer" for the purposes of the IRC, ERISA or other applicable Laws; (b) have any responsibility or Liability for any obligations of any Seller, or any Affiliate of any Seller based on any theory of successor or similar theories of Liability; (c) have, de facto or otherwise, merged with or into any Seller; (d) be an alter ego or a mere continuation or substantial continuation of any Seller (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, Tax, COBRA, labor, employment, environmental, or other Law, rule or regulation (including filing requirements under any such Laws, rules or regulations), or under any products liability Law or doctrine with respect to any Seller's Liability under such Law, rule or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any Seller or its estate.

Section 6.10 Confidentiality. The Confidentiality Agreement shall automatically terminate in connection with the Closing without further action by any Party thereto. For a period of five (5) years following the Closing, each Seller shall, and shall cause such Seller's respective Representatives and Affiliates (each of the foregoing, collectively, "Seller Related Parties") to, (i) maintain the confidentiality of, (ii) not use, and (iii) not divulge to any Person, any confidential, non-public or proprietary information included in the Acquired Assets or otherwise relating to the Business ("Confidential Information"), except with the prior written consent of Buyer, or as may be required by applicable Law; provided, that such Seller and its Seller Related Parties shall not be subject to such obligation of confidentiality for Confidential Information that is or becomes generally available to the public without breach of this Agreement by such Seller or any of its Seller Related Parties. If any Seller or any Seller Related Party shall be required by applicable Law to divulge any Confidential Information, such Seller or its Seller Related Party shall provide Buyer with prompt written notice of each such request so that Buyer may, at Buyer's sole expense, seek an appropriate protective order or other appropriate remedy, and such Seller or Seller Related Party shall reasonably cooperate with Buyer to obtain a protective order or other remedy; provided, that, in the event that a protective order or other remedy is not obtained, such Seller or Seller Related Party shall furnish only that portion of such Confidential Information which, in the opinion of its counsel, such Seller or Seller Related Party is legally compelled to disclose and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information so disclosed.

Section 6.11 Designated Foreign Subsidiaries.

(a) Subject to compliance with any applicable Laws or any JV Agreement as in effect on the date of this Agreement, from and after the Closing through the expiration of the Designation Rights Period (the "Interim International Period"), Buyer and its Affiliates shall have the exclusive right to act as Sellers' exclusive agent for the purposes of marketing and selling, assigning or otherwise transferring any or all of Sellers' and their Subsidiaries' rights, title and interest in and to the capital stock (or similar equity interests) in the Designated Foreign Subsidiaries. Any such transaction may be to any purchaser, acquirer, assignee or transferee, whether or not a third party, on such terms as Buyer shall determine in its sole discretion, subject to compliance with any applicable Laws or any JV Agreement as in effect on the date of this Agreement. Each Seller shall take, and shall cause its applicable Affiliates to take, all actions as may reasonably be requested by Buyer or reasonably be required to effectuate the foregoing on behalf of Buyer and its Affiliates, subject to compliance with any applicable Laws or any JV Agreement as in effect on the date of this Agreement. Without limiting the generality of the foregoing, during the Interim International Period, Sellers shall, and shall cause their respective Affiliates to, subject to compliance with any applicable Laws or any JV Agreement as in effect on the date of this Agreement:

(i) cooperate with Buyer and its Representatives and any potential purchasers, acquirers, assignees or other transferees of any of Sellers' and their respective Subsidiaries' rights, title and interest in and to the capital stock (or similar equity interests) in any of the Designated Foreign Subsidiaries, and thereafter Sellers shall, and shall cause their respective Affiliates to, direct all bids or expressions of interest regarding Sellers' and their respective Affiliates' rights, title and interest in and

to the capital stock (or similar equity interests) in the Designated Foreign Subsidiaries to Buyer;

(ii) consult and cooperate with Buyer in good faith with respect to all material aspects of the day-to-day operation of the Designated Foreign Subsidiaries;

(iii) use reasonable best efforts to prevent such Designated Foreign Subsidiaries from changing accounting policies or procedures or Tax reporting principles, methods or policies, except as required by a change in GAAP; and

(iv) upon the request of Buyer and at Buyer's sole cost and expense, initiate and administer an insolvency proceeding with respect to any Designated Foreign Subsidiaries; provided, that initiating and administering such insolvency proceeding does not breach or violate (or otherwise give rise to any unreimbursed liability of Sellers or any of their Affiliates pursuant to), in the reasonable good faith opinion of Sellers, any fiduciary or other similar duties owed by Sellers or any of their Affiliates to such Designated Foreign Subsidiary under applicable Law.

(b) Except as otherwise expressly required by this Agreement or any JV Agreement as in effect on the date of this Agreement or with the prior written consent of Buyer, and subject to compliance with applicable Laws, during the Interim International Period solely with respect to the Designated Foreign Subsidiaries, Sellers shall not (with respect to the Designated Foreign Subsidiaries), and shall cause the Designated Foreign Subsidiaries not to, take any action that, if taken after the date of this Agreement without Buyer's consent, would constitute a breach of the covenants set forth in Section 5.2 (applied *mutatis mutandis* to the Designated Foreign Subsidiaries).

(c) All proceeds from the sale, assignment or transfer of Sellers' and their Subsidiaries' rights, title and interest in and to the capital stock (or similar equity interests) in the Designated Foreign Subsidiaries (other than any proceeds from or attributable to sales of Inventory by such Designated Foreign Subsidiaries in the Ordinary Course of Business until the date the applicable Designated Foreign Subsidiary is sold, assigned or transferred hereunder (the "Seller Retained Proceeds")) shall be paid to and retained by Buyer for Buyer's sole and exclusive benefit, and Sellers shall thereafter have no right, title, or interest therein or thereto. Notwithstanding anything to the contrary herein, Sellers shall have no obligation to pay, perform or discharge any Liabilities (including Taxes) relating to, under, arising out of or in connection with, or as a result of, the Designated Foreign Subsidiaries (other than the JVs and their respective Subsidiaries), in each case that are incurred and come due and payable during the International Interim Period. Nothing herein will restrict or prohibit Sellers and its Subsidiaries (other than the JVs and their respective Subsidiaries) from following good faith consultation with Buyer, (i) taking any action required by applicable Laws and (ii) with the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed, it being understood that it would be unreasonable for Buyer to withhold its consent in the event that, in the reasonable good faith opinion of Sellers, any fiduciary or other similar duties owed by Sellers or any of their Affiliates to such Designated Foreign Subsidiary under applicable Law would be breached by Sellers' failure to take the following steps), taking any steps to reorganize or restructure

Sellers and its Subsidiaries (other than the JVs and their respective Subsidiaries), including filing for insolvency proceedings. Any and all Seller Retained Proceeds shall be paid to and retained by Sellers for Sellers' sole and exclusive benefit, and Buyer shall promptly pay over or cause to be promptly paid over any and all Seller Retained Proceeds actually received in cash by Buyer or its Affiliates.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver by Buyer of the following conditions:

(a) (i) the representations set forth in Section 3.1, Section 3.2, Section 3.3(a), and Section 3.9 (the "Fundamental Representations") shall be true and correct in all respects, other than de minimis exceptions, as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), (ii) the representations and warranties set forth in Section 3.4(a) shall be true and correct in all material respects, as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), and (iii) all representations and warranties of Sellers in this Agreement (other than the Fundamental Representations and as set forth in clause (ii)) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except in the case of this clause (iii) where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation or qualification as to "material", "materiality" or "Material Adverse Effect" (or any correlative terms) set forth therein), individually or in the aggregate, has not resulted in, and would not reasonably be expected to result in, a Material Adverse Effect;

(b) Sellers shall have performed and complied with each of their respective covenants and agreements hereunder through the Closing in all material respects;

(c) since the date of this Agreement, there shall not have occurred any event, change, occurrence or effect that, individually or together with all other events, changes, occurrences or effect, has had, or would reasonably be expected to have, a Material Adverse Effect;

(d) the Bankruptcy Court shall have entered (i) the Bidding Procedures Order, and (ii) the Sale Order, and no order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;

(e) all applicable waiting periods under any Antitrust Law shall have expired or otherwise been terminated;

(f) no material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement; and

(g) each delivery contemplated by Section 2.5(b) to be delivered to Buyer shall have been delivered.

Section 7.2 Conditions to Sellers' Obligations. Sellers' obligations to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver by Sellers of the following conditions:

(a) (i) the representations set forth in Section 4.1, Section 4.2, Section 4.3(a) and Section 4.5 shall be true and correct in all respects, other than de minimis exceptions, as of the Closing Date as though made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date) and (ii) all representations and warranties set forth in Article IV (other than as set forth in clause (i)) shall be true and correct in all material respects (except that any representation or warranty that is qualified by materiality shall have been true and correct in all respects) as of the Closing Date as though made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), in each case except for such failure to be so true and correct that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement;

(b) Buyer shall have performed and complied with each of its covenants and agreements hereunder through the Closing in all material respects;

(c) the Bankruptcy Court shall have entered (i) the Bidding Procedures Order, and (ii) the Sale Order, and no order staying, reversing, modifying, or amending the Sale Order shall be in effect on the Closing Date;

(d) all applicable waiting periods under any Antitrust Law shall have expired or otherwise been terminated;

(e) no material Decree shall be in effect that prohibits consummation of any of the transactions contemplated by this Agreement; and

(f) each delivery contemplated by Section 2.5(c) to be delivered to Sellers shall have been delivered.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was primarily caused by such Party's or its Affiliates' failure to comply with the terms of this Agreement in all material respects.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

(a) by the mutual written consent of the Parties;

(b) by any Party by giving written notice to the other Parties if:

(i) any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to a Party if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of such Party to have fulfilled, in any material respect, any of its obligations under this Agreement; or

(ii) the Closing shall not have occurred prior to October 4, 2020 (the "Outside Date"); provided, however, that if the Closing shall not have occurred due to the failure of the Bankruptcy Court to enter the Sale Order or the condition to Closing set forth in Section 7.1(e) remains unsatisfied or not waived and if all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Outside Date shall have been so fulfilled or waived, then no Party may terminate this Agreement pursuant to this Section 8.1(b)(ii) prior to October 20, 2020; provided, further, that if the Closing shall not have occurred on or before the Outside Date primarily due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Buyer or Sellers, then the breaching Party may not terminate this Agreement pursuant to this Section 8.1(b)(ii).

(c) by Buyer by giving written notice to Sellers if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.1(a) or Section 7.1(b) and such breach has not been waived by Buyer, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (i) ten (10) days after receipt of Buyer's notice of intent to terminate or (ii) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 8.1(c) if Sellers could, at such time, terminate this Agreement pursuant to Section 8.1(d);

(d) by any Seller by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by such Seller, or, if such breach is curable, cured by Buyer prior to the earlier to

occur of (i) ten (10) days after receipt of such Seller's notice of intent to terminate or (ii) the Outside Date; provided, that no Seller shall have a right of termination pursuant to this Section 8.1(d) if Buyer could, at such time, terminate this Agreement pursuant to Section 8.1(c);

(e) by Sellers or Buyer, if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Bid or (y) the Bankruptcy Court enters an order approving a Competing Bid; provided, that if Sellers have delivered to Buyer a Back-Up Bidder Notice in accordance with Section 5.4(e), and the Back-Up Termination Date has not yet occurred, Buyer shall not be permitted to terminate this Agreement pursuant to this Section 8.1(e) until the Back-Up Termination Date or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement, subject to Buyer's right to payment of the Termination Payment, if applicable, in accordance with the provisions of Section 5.4;

(f) by Buyer, if Buyer is not the Successful Bidder at the Auction; provided, that if Sellers have delivered to Buyer a Back-Up Bidder Notice in accordance with Section 5.4(e), and the Back-Up Termination Date has not yet occurred, Buyer shall not be permitted to terminate this Agreement pursuant to this Section 8.1(f) until the Back-Up Termination Date;

(g) by Buyer, if any of the Bankruptcy Court Milestones are not met;

(h) by Sellers or Buyer, if the Bankruptcy Cases are dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Business is appointed in the Bankruptcy Cases;

(i) by Buyer, if Sellers withdraw or seek authority to withdraw the Supplemental Motion; or

(j) by Buyer, if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (A) amended, modified or supplemented in a manner materially adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay, or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in a materially adverse way without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay.

Section 8.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that Article I, Section 2.3(b), Section 5.4(a), Section 6.6, Article IX, and this Section 8.2 shall survive any such termination) and no Party shall have any Liability (except as set forth in Section 5.4) to the other Party hereunder; provided, however, that nothing in this Section 8.2 shall relieve any Party from Liability for any material breach occurring prior to any such termination (but solely to the extent such breach was willful, grossly negligent, or fraudulent) set forth in this Agreement; provided, further, that the

maximum Liability of (a) Sellers under this Agreement, if this Agreement is terminated in accordance with Section 8.1, shall not exceed the aggregate amount of the Termination Payment and (b) Buyer under this Agreement, if this Agreement is terminated in accordance with Section 8.1, shall not exceed the Escrow Amount. Sellers' receipt of the Escrow Amount, together with all accrued investment income thereon, if any, shall constitute liquidated damages (and not a penalty) in a reasonable amount that will compensate Sellers in the circumstances in which this Agreement is terminated pursuant to Section 8.1(d), which amount would otherwise be impossible to calculate with precision, and be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of Sellers against Buyer, and any of its former, current, or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents for any loss suffered as a result of any breach of any covenant, representation, warranty or agreement in this Agreement by Buyer or the failure of the transactions contemplated hereby to be consummated, and upon payment of such amounts, none of Buyer nor any of its former, current, or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents shall have any further Liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Survival. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to Section 2.5(b) or Section 2.5(c) shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing. Any covenants or obligations to be performed from and after the Closing shall survive in accordance with their terms.

Section 9.2 Expenses. Except as otherwise expressly set forth herein, each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts and consultants. For the avoidance of doubt, Buyer shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 9.3 Entire Agreement. This Agreement, the Related Agreements and the Confidentiality Agreement constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 9.4 Incorporation of Exhibits and Disclosure Schedule. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall

be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties. Notwithstanding the foregoing or anything in this Agreement to the contrary, Buyer may assign (in whole or in part) any of its rights, interests or obligations hereunder to any other Person without the prior written consent of the other Parties; provided, that no such assignment shall relieve Buyer of its obligations hereunder. In furtherance of the foregoing, Buyer may, without the consent of any of the other Parties, designate, in accordance with the terms of this paragraph and effective as of the Closing, one or more Persons to acquire all, or any portion of, the Acquired Assets and assume all or any portion of the Assumed Liabilities or pay all or any portion of the Purchase Price. Such designation may be made by Buyer by written notice to Sellers at any time prior to the Closing; provided, that such designation shall not relieve Buyer of its obligations hereunder. The Parties agree to modify, or cause to be modified, any Closing deliverables in accordance with any such designation.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Sellers:

Steven Goldaper
100 Phoenix Drive
Enfield, CT 06082
E-mail: SGoldaper@brooksbrothers.com

With a copy (which shall not constitute notice to Sellers) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Jackie Cohen and Garrett Fail
Facsimile: (212) 310-8007

E-mail: jackie.cohen@weil.com, garrett.fail@weil.com

If to Buyer:

SPARC Group LLC
c/o Simon Property Group
225 West Washington Street
Indianapolis, Indiana 46204
Attention: Stanley Shashoua; Steven Fivel, David Dick
E-mail: SShashoua@simon.com; SFivel@simon.com;
DDick@aeropostale.com

With a copy (which shall not constitute notice to Buyer) to:
Authentic Brands Group
1411 Broadway
New York, New York 10001
Attention: Jay Dubiner
E-mail: jdubiner@abg-nyc.com

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Edward T. Ackerman; Robert B. Schumer
E-mail: eackerman@paulweiss.com; rschumer@paulweiss.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware (without regard to its conflicts of law principles), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 9.9 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court; provided, however, that if the Bankruptcy Cases have not been commenced, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, any other court of the State of Delaware or any federal court sitting in the State of Delaware, for the resolution of any such claim or dispute. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other

security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7; provided, however, that nothing in this Section 9.9 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 9.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 Specific Performance. Each Party acknowledges and agrees that the other Parties (and, in the case of Sellers, their respective estates) would be damaged irreparably in the event each of the other Parties does not perform its obligations under this Agreement in accordance with the specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that the Parties hereto may have under Law or equity, each Party shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

Section 9.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 No Third Party Beneficiaries. Except as otherwise expressly provided in Section 9.14, this Agreement shall not confer any rights or remedies upon any Person other than Buyer, each Seller, and their respective successors and permitted assigns.

Section 9.14 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the Related Agreements may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing ("Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or affiliates) for any

claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Related Agreements or based on, in respect of, or by reason of this Agreement or the Related Agreements or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-party Affiliates with respect to the performance of this Agreement or the Related Agreements or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Agreements. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 9.14.

Section 9.15 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule shall be deemed to be a disclosure against only those other sections of the Disclosure Schedule to which it is reasonably apparent on the face of such disclosure that such matter relates. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication to any third party that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all respects provided subject to the Confidentiality Agreement.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BROOKS BROTHERS GROUP, INC.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Chief Financial Officer

696 WHITE PLAINS ROAD, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

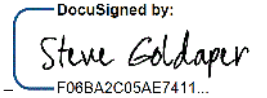
BBD HOLDING 1, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

BBD HOLDING 2, LLC

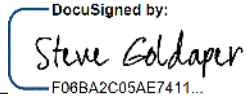
By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS INTERNATIONAL, LLC

By: 

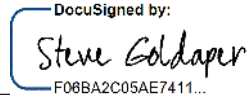
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS RESTAURANT, LLC

By: 

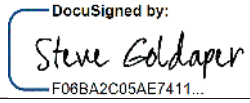
Name: Steven Goldaper
Title: Authorized Signatory

RBA WHOLESALE, LLC

By: 

Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC

By: 

Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS CANADA LTD.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS CANADA LTD.

By: Brooks Brothers International, LLC,
the sole shareholder of Brooks Brothers Canada Ltd.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBDI, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS FAR EAST LIMITED

DocuSigned by:
By: Stephen Marotta
39FD55485E59400...

Name: Stephen Marotta
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SPARC GROUP LLC

By: _____
Name: David Dick
Title: CFO

THIS IS **EXHIBIT "N"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: D.I. 154, 204, 206**

ORDER (I) APPROVING (A) BIDDING PROCEDURES, (B) DESIGNATION OF STALKING HORSE BIDDER AND STALKING HORSE BID PROTECTIONS, (C) SCHEDULING AUCTION AND SALE HEARING, (D) FORM AND MANNER OF NOTICE OF SALE, AUCTION, AND SALE HEARING, AND (E) ASSUMPTION AND ASSIGNMENT PROCEDURES AND (II) GRANTING RELATED RELIEF

Upon the (i) *Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the "**Motion**") [D.I. No. 154]; (ii) the *Supplement to Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances,*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [D.I. No. 204] (the "**Supplement**");[2] and (iii) the *Declaration of Derek Pitts in Support of Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief, and the Supplement Related Thereto* [D.I. No. 206] (the "**Pitts Declaration**"), each filed by Brooks Brothers Group, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") for entry of an order (i) approving the bidding procedures, substantially in the form attached hereto as **Exhibit 1** (the "**Bidding Procedures**") in connection with the sale of substantially all of the Debtors' assets (the "**Assets**") (subject to certain exceptions); (ii) authorizing the Debtors to designate SPARC Group LLC as the stalking horse bidder (the "**Stalking Horse Bidder**"); (iii) approving the Bid Protections (as defined in the Supplement) proposed to be granted in accordance with the terms and conditions of the Bidding Procedures and the Stalking Horse Agreement (as defined herein); (iv) authorizing and scheduling

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion and the Supplement, as applicable.

an auction (the "**Auction**") and scheduling a hearing (the "**Sale Hearing**") with respect to the approval of a proposed sale transaction (the "**Sale Transaction**"); (v) authorizing and approving the form and manner of notice of the (a) Debtors' entry into that certain *Asset Purchase Agreement*, executed July 23, 2020 (together with the exhibits thereto, as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Stalking Horse Agreement**") attached hereto as **Exhibit 4**, for the sale of substantially all of the Debtors' Assets (as defined in the Stalking Horse Agreement, the "**Acquired Assets**") to the Stalking Horse Bidder (the "**Stalking Horse Bid**"); (b) Auction, if any; and (c) Sale Hearing, substantially in the form attached hereto as **Exhibit 2** (the **"Sale Notice**"); (vi) approving the procedures set forth herein (the "**Assumption and Assignment Procedures**") for the assumption and assignment of the Debtors' executory contracts and unexpired leases to the Stalking Horse Bidder or the Successful Bidder (the "**Assigned Contracts**") and the determination of the amount necessary to cure any defaults thereunder (the "**Cure Costs**"); (viii) authorizing and approving the form and manner of notice to each relevant non-Debtor counterparty to an executory contract or unexpired lease (collectively, the "**Contract Counterparties**") regarding the Debtors' assumption and assignment of the Assigned Contracts to the Successful Bidder (as defined herein) and of the Debtors' calculation of the Cure Costs, substantially in the form attached hereto as **Exhibit 3** (the "**Cure Notice**"); and (vii) granting related relief; all as more fully described in the Motion and the Supplement; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Sale

Notice Parties (as defined in the Motion), and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion; and upon the Pitts Declaration and the record of the hearing; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Jurisdiction. This Court has jurisdiction to hear and determine the Motion and to grant the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1.

C. Prepetition Marketing Process. The Debtors and their advisors, including PJ Solomon, L.P. ("**PJ Solomon**"), engaged in a robust and extensive sale process before and after

[3] 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 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.

the commencement of these chapter 11 cases, over a period of fifteen (15) months, to solicit and develop the highest or best offer for the Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of, the Assets, as determined by the Debtors' sound business judgment. The Bidding Procedures were negotiated in good faith and at arms' length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in all or part of the Debtors' assets and businesses resulting in the highest or otherwise best offer. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of Stalking Horse Bid. The Stalking Horse Bid as reflected in the Stalking Horse Agreement represents the highest and best offer the Debtors have received to date during their sale process to purchase the Acquired Assets in accordance with the Bidding Procedures. The Stalking Horse Agreement provides the Debtors with the opportunity to sell the Acquired Assets in order to preserve and realize their going concern value and provide a floor for a further marketing and auction process. Without the Stalking Horse Bid, the Debtors would likely realize a lower price for the Acquired Assets. As such, the contributions of the Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and creditors in these chapter 11 cases. The Stalking Horse Bid will enable the Debtors to continue their operations, preserve jobs, minimize disruption to the Debtors' business, and secure a fair and adequate baseline price for the Acquired Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. Designation of Stalking Horse Bidder. Stalking Horse Bidder shall act as the "stalking horse bidder" pursuant to the Stalking Horse Agreement and the Stalking Horse Bid

shall be subject to higher or better offers in accordance with the Bidding Procedures. The Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Stalking Horse Bidder and the Debtors. Pursuit of the Stalking Horse Bidder as a "stalking-horse" bidder and its Stalking Horse Bid as a "stalking-horse" purchase agreement is in the best interests of the Debtors and the Debtors' estates and creditors, and it reflects a sound exercise of the Debtors' business judgment.

G. Stalking Horse Bid Protections. The Bid Protections (i) have been negotiated by the Stalking Horse Bidder and the Debtors and their respective advisors at arm's-length and in good faith and (ii) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its Stalking Horse Agreement and the Sale Transaction contemplated thereby. The Termination Payment (as defined in the Stalking Horse Agreement), to the extent payable under the Stalking Horse Agreement, (a)(x) is an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code; (b) is commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidder; and (c) is fair, reasonable, and appropriate, including in light of the size and nature of the Sale Transaction and the efforts that have been and will be expended by the Stalking Horse Bidder. The Stalking Horse Bid Protections are a material inducement for, and condition of, the Stalking Horse Bidder's execution of the Stalking Horse Agreement.

H. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Assumption and Assignment Procedures, including the form of the Sale Notice

attached hereto as **Exhibit 2** and the form of the Cure Notice attached hereto as **Exhibit 3**, are fair, reasonable, and appropriate. The Assumption and Assignment Procedures provide an adequate opportunity for all Contract Counterparties to raise any objections to the proposed assumption and assignment or the proposed Cure Costs. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

I. Cure Notice. The Cure Notice, the form of which is attached hereto as **Exhibit 3**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

J. Sale Notice. The Sale Notice, the form of which is attached hereto as **Exhibit 2**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Assumption and Assignment Procedures, the Auction, the Sale Hearing, and the Sale Transaction (including the sale of the Acquired Assets as set forth under the Stalking Horse Bid) free and clear of any liens, claims, encumbrances, or interests pursuant to section 363(f) of the Bankruptcy Code (provided, however, that any such liens, claims, encumbrances, or interests shall attach to the proceeds of the sale of the applicable Acquired Assets), and any and all objection deadlines related thereto, and no other or further notice shall be required for the Sale Motion, the Sale Transaction, or the assumption and assignment of the Assigned Contracts except as expressly required herein.

K. Notice. Good and sufficient notice of the relief sought in the Motion (including the Supplement) has been provided under the circumstances, and no other or further notice is required, except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief

granted herein has been afforded to all parties in interest, including those persons and entities entitled to notice pursuant to Bankruptcy Rule 2002.

L. The Debtors have articulated good and sufficient business reasons for the Court to approve (i) the Bidding Procedures, (ii) the Assumption and Assignment Procedures, (iii) the Stalking Horse Bid Protections, and (iv) the form and manner of notice of the Auction and the Sale Hearing for the Sale Transaction.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. All objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied on the merits with prejudice.

3. The Bidding Procedures are hereby approved in their entirety, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale of the Assets and the Auction. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

Stalking Horse Bid Protections

4. The Stalking Horse Bid shall be subject to higher or better Qualified Bids, in accordance with the terms and procedures of the Bidding Procedures.

5. The Stalking Horse Bid Protections are approved in their entirety. The Termination Payment shall be payable in accordance with, and subject to the terms of, the Stalking Horse Agreement and the Bidding Procedures.

6. The Break-Up Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense Claims pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, other than, and subject and subordinate in all respects to, the Carve Out and the DIP Obligations (each as defined in the DIP Interim Order (as defined in the Stalking Horse Agreement)).

The Bidding Procedures

7. The Bidding Procedures, attached hereto as **Exhibit 1**, are fully incorporated herein and approved, and shall apply with respect to any bids for, and the Auction and sale of, all of the Debtors' Assets, including the Acquired Assets set forth in the Stalking Horse Agreement. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a "Qualified Bid" (as defined herein), are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures in accordance with the terms of this Order and the Bidding Procedures.

8. The deadline for submitting Bids (the "**Bid Deadline**") is **August 6, 2020 at 4:00 p.m. (prevailing Eastern Time)**; provided, that the Debtors shall have the right to extend the Bid Deadline for any reason whatsoever, in their reasonable business judgment, for all or certain Potential Bidders, without further order of the Court, after consultation with counsel to the Committee (as defined in the Motion) and subject to providing prior notice to the Stalking Horse Bidder, the Prepetition ABL Agent, and all Potential Bidders (as defined in Bidding Procedures). Any party that does not submit a Qualified Bid by the Bid Deadline in accordance with the Bidding

Procedures will not be allowed to (a) submit any offer after the Bid Deadline or (b) participate in the Auction.

9. The Stalking Horse Bidder and the Prepetition ABL Agent are Qualified Bidders and the bid reflected in the Stalking Horse Bid (including as may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Bidder will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all or a portion of the value of the secured portion of its claims (if any) pursuant to section 363(k) of the Bankruptcy Code.

10. All Potential Bidders submitting bids determined by the Debtors, after consultation with counsel to the Committee, to be "**Qualified Bids**" in accordance with the Bidding Procedures are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auction and the terms and conditions of the sale or transfer of the Acquired Assets.

11. To qualify as a Qualified Bid, each such bid must be accompanied by information supporting the Potential Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code (the "**Adequate Assurance Information**"), including the bidder's financial wherewithal and willingness to perform under any contracts that will be assumed and assigned to such bidder. In addition to the other requirements of a Qualified Bid as set forth in the Bidding Procedures, each such bid must be accompanied by a written statement confirming that (a) the bidder has not engaged in any collusion with respect to the submission of any bid, the bidding, or the Auction and (b) its Qualified Bid is a good faith bona fide offer that it intends to consummate if selected as the Successful Bidder.

12. Subject to the Bidding Procedures and this Order, the Debtors shall have the right as they may reasonably determine to be in the best interests of their estates to carry out the Bidding Procedures, after consultation with counsel to the Committee, including, without limitation, to: (a) determine which bidders are Qualified Bidders; (b) determine which bids are Qualified Bids; (c) determine which Qualified Bid is the highest or otherwise best purchase price and/or terms received prior to the Auction; (d) determine which Qualified Bid(s) is the Successful Bid; (e) designate the second and third highest or otherwise best bids as Back-Up Bids, each as it relates to the Auction; (f) reject any bid (other than the Stalking Horse Bid) that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Order, the Bidding Procedures, or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of the Debtors and their estates; (g) adjourn and/or cancel the Auction and/or the Sale Hearing in open court without further notice or as provided in the Bidding Procedures; (h) modify the Bidding Procedures consistent with their fiduciary duties and the Bankruptcy Code, and as set forth in the Bidding Procedures; and (i) withdraw the Motion at any time with or without prejudice.

13. The Debtors shall have the right, in their reasonable business judgment, in a manner consistent with their fiduciary duties, and applicable law, after consultation with counsel to the Committee, to modify the Bidding Procedures, including (a) waive terms and conditions with respect to any Potential Bidder or Qualified Bid; (b) extend the deadlines set forth in the Bidding Procedures; and (c) announce at the Auction modified or additional procedures for conducting the Auction, in each case, to the extent not materially inconsistent with the Bidding Procedures and this Order; provided, that any such modification or other adjustment to the Bidding Procedures shall not disproportionately affect the Stalking Horse Bidder in any material and adverse way. Nothing in this Order or the Bidding Procedures shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

14. The Debtors shall identify those bids that qualify as Qualified Bids (each bidder that submits such a Qualified Bid being a "**Qualified Bidder**") by **August 9, 2020 at 4:00 p.m. (prevailing Eastern Time)**. If more than one Qualified Bid is timely received (in addition to the Stalking Horse Bid), the Auction shall be conducted virtually pursuant to procedures to be timely filed on the Bankruptcy Court's docket, on **August 10, 2020 at 10:00 a.m. (prevailing Eastern Time)** or at such other time and location as the Debtors, after consultation with counsel to the Committee, the Prepetition ABL Agent, and its advisors, and after providing notice to the Qualified Bidders and Sale Notice Parties, may determine in their reasonable business judgment.

15. Only Qualified Bidders will be eligible to participate in the Auction, subject to such limitations as the Debtors may impose in good faith after consultation with counsel to the Committee; *provided*, *however*, that all creditors may attend (but not participate in) the Auction if such creditor provides the Debtors with written notice of its intent to attend the Auction one (1) business day prior to the Auction, which written notice shall be sent to proposed counsel for the Debtors via electronic mail, to Garrett Fail, Esq. (garrett.fail@weil.com) and David J. Cohen, Esq. (davidj.cohen@weil.com). The Debtors may, in their reasonable discretion after consultation with the Committee's advisors, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany Qualified Bidders or other creditors at the Auction, *provided*, *however*, that the individual members of the Committee as well as the Prepetition ABL Agent and their advisors shall each be entitled to attend the Auction. The proceedings of the Auction shall be transcribed or videotaped, at the Debtors' option.

16. Absent further order of the Court, no Qualified Bidder (other than the Stalking Horse Bidder solely as provided herein) shall be entitled to any expense reimbursement, break-up fee, termination fee, or other similar fee or payment in connection with any Sale Transaction, and by submitting a bid, such Qualified Bidder is deemed to have waived their right

to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

17. If the Stalking Horse Bid, as reflected in the Stalking Horse Agreement is the only Qualified Bid in respect of the Acquired Assets that is received by the Debtors by the Bid Deadline, the Debtors' shall not conduct an Auction for the Acquired Assets, and the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed the Successful Bid. In such circumstances, the Debtors shall notify the Court and publish such notice on the Claims Agent Website prior to the date on which the Auction was scheduled to occur.

18. The Debtors may, in the exercise of their business judgment, and after consultation with counsel to the Committee, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a "**Successful Bid**" and, the bidder submitting such bid, a "**Successful Bidder**"). Subject to the Bidding Procedures, the Debtors, after consultation with counsel to the Committee, may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and, if applicable, the third highest or otherwise best bid(s) and deem such second and third highest or otherwise best bid(s) each a back-up bid (such bid(s) shall each be a "**Back-Up Bid**" and, the bidder submitting such bid, a "**Back-Up Bidder**").

19. By **August 11, 2020 at 4:00 p.m. (prevailing Eastern Time)**, or as soon as reasonably practicable after the conclusion of the Auction, if one is held, the Debtors shall (i) file with the Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder's ability to comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder's financial

wherewithal and willingness to perform under applicable Proposed Assigned Contracts, as provided in such Successful Bidder's bid. For the avoidance of doubt, nothing in this paragraph shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Sale Hearing and Sale Objection Deadline

20. If the Debtors elect, after consultation with counsel to the Committee, to proceed with a Sale Transaction pursuant to a sale under § 363 of the Bankruptcy Code, the Debtors will seek the entry of an order authorizing and approving, among other things, the Sale Transaction in which all or some of the assets of the Debtors or the Debtors' business will be sold to the applicable Successful Bidder at a hearing before the Court to be held on **August 14, 2020 at 10:00 a.m. (prevailing Eastern Time)** (the "**Sale Hearing**"). The Sale Hearing may be adjourned by this Court or the Debtors from time to time without further notice other than by announcement in open court or through the filing of a notice or other document on this Court's docket.

21. The Successful Bidder (which may be the Stalking Horse Bidder) shall appear at the Sale Hearing and be prepared, if necessary, to have a representative(s) testify in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner and provide adequate assurance of its future performance under any and all executory contracts and unexpired leases to be assumed and assigned as part of the proposed Sale Transaction.

22. Objections to the Sale Transaction with the Stalking Horse Bidder (each, a "**Sale Objection**") must: (i) be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy

Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties (as defined in the Sale Notice) by the deadline provided in the applicable Sale Notice. All Sale Objections will be heard by this Court at the Sale Hearing.

23. Objections to (i) the conduct of the Auction (if held), (ii) the Successful Bidder (other than the Stalking Horse Bidder), (iii) the Sale to the Successful Bidder (other than the Stalking Horse Bidder), (iv) the adequate assurance of future performance of any Assigned Contract, or (v) the Debtors' proposed Cure Costs of any Assigned Contract (collectively, "**Supplemental Objections**") must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties (as defined herein) on or before **August 12, 2020 at 4:00 p.m. (prevailing Eastern Time)** (the "**Supplemental Objection Deadline**").

24. The failure of any objecting person or entity to timely file and serve a Sale Objection on the Objection Notice Parties shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or to the consummation and performance of the Sale Transaction contemplated by the Stalking Horse Bid or, if the Auction is held, any purchase agreement with the Successful Bidder, including the transfer of the Acquired Assets to the Stalking Horse Bidder or the Successful Bidder, free and clear of all liens, claims, encumbrances, and interests pursuant to section 363(f) of the Bankruptcy Code; provided, however, that any such liens, claims, encumbrances, or interests shall attach to the proceeds of the sale of the applicable Acquired Assets. Failure to object shall constitute consent for the purposes of sections 363(f), 1123 and 1141(c), as applicable, of the Bankruptcy Code.

Notice of Sale Transaction

25. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is approved, and no other or further notice of the Assumption and Assignment Procedures, the

Auction, the Sale Hearing, the Sale Objection Deadline, the Supplemental Objection Deadline, and the Sale Transaction shall be required if the Debtors serve and publish such notice, in the manner provided in the Bidding Procedures and this Order. The Sale Notice contains the type of information required under Bankruptcy Rule 2002 and Local Rule 6004-1, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

26. All parties in interest shall receive or be deemed to have received good and sufficient notice of (a) the Motion; (b) the Assumption and Assignment Procedures, including the proposed assumption and assignment of the Assigned Contracts to the Successful Bidder; (c) the Auction; (d) the Sale Objection Deadline and Supplemental Objection Deadline, (e) the Sale Transaction, including the sale of the Acquired Assets (as set forth under the Stalking Horse Bid); and (f) the Sale Hearing, and no further notice of the foregoing shall be required, if:

(a) As soon as practicable, but no later than one (1) calendar day after entry of this Order, the Debtors cause the Sale Notice to be filed with this Court and served by email, mail, facsimile, or overnight delivery on: (1) counsel for the Stalking Horse Bidder; (2) counsel to the Committee; (3) all Persons known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Acquired Assets in whole or in part during the past twelve (12) months; (4) all entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in the Acquired Assets (for whom identifying information and addresses are available to the Debtors); (5) all non-Debtor parties to the Assigned Contracts (for whom identifying information and addresses are available to the Debtors); (6) any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) known to have a claim in these chapter 11 cases; (7) the United States Attorney for the District of Delaware; (8) the Office of the Attorney General in each state in which the Debtors operate; (9) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (10) the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (11) all other Persons requesting notice under Bankruptcy Rule 2002 or as directed by this Court (for whom identifying information and addresses are available to the Debtors); and

(b) As soon as practicable, but no later than three (3) business days after entry of this Order, the Debtors shall cause the Sale Notice to be published on the Claims Agent Website and once in the national edition of *The New York Times* and *USA Today*.

Assumption and Assignment Procedures

27. The Assumption and Assignment Procedures are reasonable and appropriate under the circumstances, fair to all non-Debtor parties, comply in all respects with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and are approved.

28. The Cure Notice, substantially in the form attached hereto as **Exhibit 3**, is reasonable, fair, and appropriate, contains the type of information required under Bankruptcy Rule 2002 and 6006, and complies in all respects with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and is hereby approved. It is reasonably calculated to provide sufficient notice to the Contract Counterparties of the Debtors' intent to assume and assign the Assigned Contracts to the Stalking Horse Bidder (or as otherwise contemplated by the Stalking Horse Bid) or to a Successful Bidder other than the Stalking Horse Bidder, in connection with the Sale Transaction and constitutes adequate notice thereof.

29. The Debtors shall file the Cure Notice with this Court and serve the Cure Notice on the Contract Counterparties no later than seven (7) calendar days before the Supplemental Objection Deadline. Service of the Cure Notice in accordance with this Order on all Contract Counterparties is hereby deemed to be good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Assigned Contracts to the Successful Bidder (or as otherwise contemplated by the Successful Bid). As soon as reasonably practicable after serving the Cure Notice, the Debtors shall post a copy of the Cure Notice on the Claims Agent Website.

30. Upon service of the Cure Notice, all Contract Counterparties shall receive or be deemed to have received good and sufficient notice of the Cure Costs for, and the proposed assumption and assignment of, the Assigned Contracts to the Successful Bidder or as otherwise contemplated by the Successful Bid.

31. All objections to any proposed Cure Costs (each, a "**Cure Objection**") and to the provision of adequate assurance of future performance (each, an "**Adequate Assurance Objection**") must: (a) be in writing; (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; (c) state, with specificity, the legal and factual basis thereof, including, with respect to a Cure Objection, what Cure Costs the objecting party believes are required; (d) include any appropriate documentation in support thereof; and (e) be filed with this Court and served on the Objection Notice Parties (as defined in the Cure Notice) by the deadline set forth in the applicable Cure Notice.

32. Any Cure Objection or Adequate Assurance Objection must be filed and served by the Sale Objection Deadline. If a timely Cure Objection or Adequate Assurance Objection is received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such later date as the Debtors determine prior to or after the scheduled closing of the Sale Transaction.

33. To the extent the Debtors identify at any time after the Cure Notice is served, additional Assigned Contracts to be assumed and assigned to the Successful Bidder (or as otherwise contemplated by the Successful Bid), the Debtors shall file with this Court and serve by first class mail on the relevant Contract Counterparty to such Assigned Contract a supplemental Cure Notice (each, a "**Supplemental Cure Notice**," the form of which shall be substantially similar to the form of Cure Notice attached hereto as **Exhibit 3**). Any (x) Cure Objection with respect to Cure Costs set forth in a Supplemental Cure Notice and (y) Adequate Assurance

Objection with respect to the assumption and assignment of the Assigned Contract(s) set forth in such Supplemental Cure Notice must be filed within ten (10) calendar days of service of that Supplemental Cure Notice.

34. If no timely Cure Objection is filed and served in respect of an Assigned Contract, the Cure Cost identified on the Cure Notice or a Supplemental Cure Notice, as applicable, will be the only amount necessary under section 365(b) of the Bankruptcy Code to cure all defaults under such Assigned Contract. Any party failing to timely file a Cure Objection shall be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts against the Debtors, their estates, or the Successful Bidder(s).

35. If no timely Adequate Assurance Objection is filed and served with respect to an Assigned Contract, the Successful Bidder (or any other entity contemplated by the Successful Bid) will be deemed to have provided adequate assurance of future performance for such Assigned Contract in accordance with section 365(f)(2)(B) of the Bankruptcy Code.

36. If no timely Cure Objection or Adequate Assurance Objection is filed and served with respect to an Assigned Contract, the relevant Contract Counterparty shall be deemed to have consented to the assumption and assignment of the Assigned Contract to the Successful Bidder (or as otherwise contemplated by the Successful Bid).

37. The Debtors' assumption and assignment of the Assigned Contracts to the Successful Bidder (or as otherwise contemplated by the Successful Bid) is subject to approval of this Court at the Sale Hearing and the consummation of the Sale Transaction. Accordingly, absent the closing of such sale, the Assigned Contracts shall not be deemed assumed or assigned, and shall in all respects be subject to further administration under the Bankruptcy Code.

38. The inclusion of a contract, lease, or other agreement on the Cure Notice or any Supplemental Cure Notice shall not constitute or be deemed a determination or admission by

the Debtors or any other party in interest that such contract or other document is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or that the stated Cure Cost is due (all rights with respect thereto being expressly reserved). The Debtors reserve all of their rights, claims, defenses, and causes of action with respect to each contract, lease, or other document listed on the Cure Notice or any Supplemental Cure Notice. The Debtors' inclusion of an executory contract or unexpired lease on the Cure Notice or any Supplemental Cure Notice shall not be a guarantee that such executory contract or unexpired lease ultimately will be assumed or assumed and assigned.

General Provisions

39. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process, including submitting a bid for any of the Assets during the sale process and/or Auction, shall be deemed to have knowingly and voluntarily (a) submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Assets, the Auction, and any Sale Transaction, (b) consented to the entry of a final order by this Court in connection with the Motion or this Order (including any disputes related to the bidding process, the Auction, and/or any Sale Transaction) to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and (c) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

40. Nothing in the Bid Procedures or this Order shall be determinative as to the allocation of value of the Assets and all parties' rights with respect thereto are expressly reserved.

41. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable

upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

42. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

43. The Debtors are authorized to take all steps necessary or appropriate to carry out this Order.

44. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

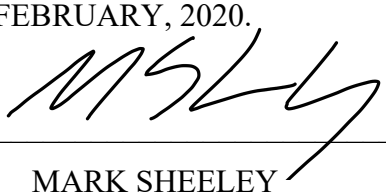
Dated: August 3rd, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "O"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.



MARK SHEELEY
Commissioner for Taking Affidavits

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**

BIDDING PROCEDURES

Overview

On July 8, 2020 (the "**Petition Date**"), Brooks Brothers Group, Inc. ("**Brooks Brothers**") and its debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Debtors' chapter 11 cases have been consolidated for procedural purposes under the lead case, *In re Brooks Brothers Group, Inc., et al.*, Case No 20-11785 (CSS) (the "**Chapter 11 Cases**").

On [●], 2020, the Bankruptcy Court entered an order (D.I. No. [●]) (the "**Bidding Procedures Order**"),[2] which approved these procedures (the "**Bidding Procedures**") for the selection of the highest or otherwise best offer or collection of offers to acquire substantially all of the Debtors' assets (the "**Assets**") (subject to certain exceptions) on the terms and conditions set forth herein.

SPARC Group LLC (the "**Stalking Horse Bidder**") has submitted a bid and has executed that certain *Asset Purchase Agreement* (together with the exhibits thereto, and as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Stalking Horse Agreement**"), executed on July 23, 2020. The Stalking Horse Agreement contemplates, pursuant to the terms and subject to the conditions contained therein, the sale of substantially all of the Assets to the Stalking Horse Bidder in exchange for the following: (i) an

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

[2] Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or Bidding Procedures Order, as applicable.

aggregate Dollar (as defined in the Stalking Horse Agreement) amount equal to (A) $305,000,000 (the "**Stalking Horse Cash Consideration**"), *minus* (B) the amount of the Credit Bid (as defined in the Stalking Horse Agreement) (if any), *plus* (C) the Estimated Inventory Adjustment Amount (as defined in the Stalking Horse Agreement), *minus* (D) the Customer Deposit Balance (as defined in the Stalking Horse Agreement), (ii) at the option of the DIP Lenders, an aggregate credit bid of all or any portion of the DIP Obligations, and (iii) the Stalking Horse Bidder's assumption of the Assumed Liabilities (as defined in the Stalking Horse Agreement) (collectively, the "**Stalking Horse Bid**"). The Stalking Horse Bid sets the floor for the sale and is subject to higher or otherwise better offers submitted in accordance with the terms and conditions of these Bidding Procedures.

Summary of Important Dates

These Bidding Procedures provide interested parties the opportunity to submit competing bids for all or any portion of the Assets, and to participate in an auction to be conducted by the Debtors (the "**Auction**"). A party may participate in the bidding process by submitting a bid for (a) all or substantially all of the Assets and/or (b) one or more, or any combination of, Assets as that party may desire. These Bidding Procedures also provide that the Debtors, after consultation with the counsel to the Committee and Prepetition ABL Agent, may also consider competing bids in the form of a chapter 11 plan of reorganization, subject to the requirements set forth herein (a "**Chapter 11 Plan Bid**").

The key dates for the sale process are as follows. Such dates may be extended or otherwise modified by the Debtors, after consultation with counsel to each of the Committee and the Prepetition ABL Agent[3] (each as defined in the Motion), by filing a notice of such extension or modification on the Court's docket:

Key Event	Deadline
Deadline to Submit Bids	**August 6, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Deadline to File Objections to Stalking Horse Sale Transaction	**August 8, 2020 at 11:59 p.m. (prevailing Eastern Time)**
Deadline for Debtors to Notify Bidders of Status as Qualified Bidders	**August 9, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Auction to be Held if the Debtors Receive More Than One Qualified Bid	**August 10, 2020 at 10:00 a.m. (prevailing Eastern Time)**
Deadline to (i) File Notice and Identities of Successful Bid(s) and Back-Up Bid(s) and (ii) Provide Affected Counterparties With the Successful Bidder's Proposed Form of Adequate	**August 11, 2020 at 4:00 p.m. (prevailing Eastern Time) or as soon as is practicable after the Auction**

[3] To the extent that the Prepetition ABL Agent submits a bid, it shall no longer have consultation rights pursuant to the Bidding Procedures.

Assurance of Future Performance With Respect to Proposed Assigned Contracts, if Applicable	
Deadline to File Objections to (i) Identity of Successful Bidder, (ii) Conduct of Auction, (iii) Cure, and (iv) Adequate Assurance	**August 12, 2020 at 4:00 p.m. (prevailing Eastern Time)**
Deadline to Reply to Objections to (i) Sale Transaction, (ii) Identity of Successful Bidder, (iii) Conduct of Auction, (iv) Cure, and (v) Adequate Assurance	**August 13, 2020 at 11:59 a.m. (prevailing Eastern Time)**
Sale Hearing	**August 14, 2020 at 10:00 a.m. (prevailing Eastern Time)**

Property To Be Sold

The Debtors seek to sell all or substantially all of the Assets to one or more purchasers (each sale in furtherance of the same, a "**Sale Transaction**").

Due Diligence

The Debtors have posted copies of all material documents related to the Assets to the Debtors' confidential electronic data room (the "**Data Room**"). To access the Data Room, an interested party must submit to the Debtors or their advisors the following:

(A) an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); and

(B) sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party (i) has the financial wherewithal to consummate the applicable Sale Transaction and (ii) intends to access the Data Room for a purpose consistent with these Bidding Procedures.

Each interested party that meets the above requirements to the satisfaction of the Debtors shall be a "**Potential Bidder**." As soon as practicable, the Debtors will provide all Potential Bidders access to the Data Room; provided, that such access will be terminated by the Debtors in their reasonable discretion at any time, including if (i) a Potential Bidder does not become a Qualified Bidder or (ii) these Bidding Procedures are terminated.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate the applicable Sale Transaction.

Until the Bid Deadline, the Debtors will provide all Potential Bidders with reasonable access to the Data Room and any additional information requested by Potential Bidders that the Debtors believe to be reasonable and appropriate under the circumstances. All additional due

diligence requests shall be directed to the Debtors' advisors, PJ Solomon, L.P., at (projectblazer@pjsolomon.com). Unless prohibited by law or otherwise determined by the Debtors, the availability of additional due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) these Bidding Procedures are terminated.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (i) to any person or entity who (a) is not a Potential Bidder; (b) does not comply with the participation requirements set forth above; or (c) in the case of competitively sensitive information, is a competitor of the Debtors (except pursuant to "clean team" or other information sharing procedures reasonably satisfactory to the Debtors) and (ii) to the extent not permitted by law.

Auction Qualification Procedures

Bid Deadline

A Potential Bidder that desires to make a bid (a "**Bid**") on some or all of the Assets shall deliver electronic copies of the Bid, so as to be received no later than **August 6, 2020 at 4:00 p.m. (prevailing Eastern Time)** (the "**Bid Deadline**"); provided, that the Debtors may, after consultation with counsel to the Committee and Prepetition ABL Agent, extend the Bid Deadline without further order of the Bankruptcy Court, subject to providing prior notice to all Potential Bidders, the Stalking Horse Bidder, and counsel to each of the Committee and Prepetition ABL Agent. **The submission of a Bid by the Bid Deadline shall constitute a binding and irrevocable offer to acquire the Assets specified in such Bid.** Any party that does not submit a Bid by the Bid Deadline will not be allowed to (i) submit any offer after the Bid Deadline or (ii) participate in the Auction.

Bids must be submitted by email to the following:

Weil, Gotshal & Manges LLP
jackie.cohen@weil.com
garrett.fail@weil.com
davidj.cohen@weil.com

PJ Solomon, L.P.
dshiffman@pjsolomon.com
dpitts@pjsolomon.com

Form and Content of Qualified Bids

A Bid must contain a signed document from a Potential Bidder received by the Bid Deadline that identifies the purchaser by its legal name and any other party that will be participating in connection with the Bid. To constitute a "**Qualified Bid**" a Bid must include, at a minimum, the following:

(A) Acquired Property. Each Bid must clearly identify in writing the particular Assets the Potential Bidder seeks to acquire from the Debtors. For the avoidance of doubt, a Qualified Bid may include a bid for less than all or substantially all of the Assets.[4]

(B) Purchase Price; Assumed Liabilities; Form of Consideration; Credit Bid. Other than for a Chapter 11 Plan Bid, each Bid must clearly set forth, as applicable:

(i) Purchase Price. Each Bid must specify the price (the "**Purchase Price**") proposed to be paid for the Assets, which Purchase Price must include an amount in cash sufficient to satisfy the Termination Payment (as defined herein) of $10,150,000.[5]

(ii) Assumed Liabilities. Each Bid must clearly identify the particular liabilities, if any, the Potential Bidder seeks to assume.

(iii) Form of Consideration. Each Bid must (a) indicate whether it is an all-cash offer (including confirmation that the cash component of the Bid is based in U.S. Dollars) or consists of certain non-cash components, such as a credit bid and/or the assumption of liabilities; and (b) provide sufficient cash consideration specifically designated for the payment of the Termination Payment.

(iv) Credit Bid. Persons or entities holding a perfected security interest in the Assets may, pursuant to section 363(k) of the Bankruptcy Code, seek to submit a "credit bid" on such Assets, to the extent permitted by applicable law, any Bankruptcy Court orders, the documentation governing the Debtors' prepetition or postpetition secured credit facilities, and the Committee's challenge rights as set forth in the Interim DIP Order. To the extent applicable, a credit bid must include a copy of the direction by the applicable lenders to the applicable agent authorizing the submission of such credit bid. In the event of a competing Qualified Bid, the Stalking Horse Bidder will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all or a portion of the value of the secured portion of its claims (if any) pursuant to section 363(k) of the Bankruptcy Code.

(C) Proposed Asset/Stock Purchase Agreement. Each Bid, other than a Chapter 11 Plan Bid, must include, in both PDF and MS-WORD format, an executed purchase agreement (the "**Proposed Purchase Agreement**"), together with a copy of the

[4] The Debtors will consider a Qualified Bid for less than all or substantially all of the Assets, as long as the Debtors have an acceptable sale, restructuring, or other solution for the remaining Assets, as determined by the Debtors after consultation with the Committee's advisors.

[5] "**Termination Payment**," as defined in the Stalking Horse Agreement, means the sum of the Break-Up Fee and the Expense Reimbursement (each as defined in the Stalking Horse Agreement).

same that has been marked against the Stalking Horse Agreement, a copy of which is located in the Debtors' data room.

(D) Chapter 11 Plan Bid. A Chapter 11 Plan Bid must be accompanied by an executed investment agreement (the "**Proposed Investment Agreement**"), signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate a non-taxable recapitalization transaction effectuated pursuant to a chapter 11 plan of reorganization, and must provide for a fully-committed investment of capital in exchange for substantially all of the equity of the reorganized Debtors.

(E) Unconditional Offer. A commitment that the Bid is formal, binding, and unconditional, is not subject to any due diligence or financing contingency, and is irrevocable until the Debtors notify such Potential Bidder that such Bid has not been designated as a Successful Bid or a Back-Up Bid, or until the first business day after consummation of a Sale Transaction with the Successful Bidder. In the event a Bid is chosen as a Back-Up Bid, it must remain irrevocable until the Back-Up Bid Expiration Date (as defined herein).

(F) Proof of Financial Ability to Perform. Each Bid must contain such financial and other information that allows the Debtors to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the applicable Sale Transaction, including, without limitation, such financial and other information setting forth the Potential Bidder's willingness to perform under any contracts that are assumed and assigned to such party. Without limiting the foregoing, such information must include current financial statements or similar financial information certified to be true and correct as of the date thereof, proof of financing commitments (if needed) to close the applicable Sale Transaction (not subject to, in the Debtors' discretion after consultation with counsel to the Committee and Prepetition ABL Agent, any unreasonable conditions), contact information for verification of such information, including any financing sources, and any other information reasonably requested by the Debtors necessary to demonstrate that the Potential Bidder has the ability to close the applicable Sale Transaction in a timely manner.

(G) Designation of Contracts and Leases. Each Bid must identify with particularity each executory contract and unexpired lease, the assumption and assignment of which is a condition to closing the applicable Sale Transaction (collectively, the "**Proposed Assigned Contracts**"). Each Bid must also include information demonstrating adequate assurance of future performance under such Proposed Assigned Contracts in satisfaction of the requirements under section 365(f)(2)(B) of the Bankruptcy Code.[6]

[6] Examples of information that bidders may consider providing include: (i) the exact name of the entity that will be designated as the proposed assignee of the contract and any guarantor; (ii) financial statements for the proposed assignee and any guarantors; (iii) documents regarding the proposed assignee's and any guarantor's experience

(H) Required Approvals. A statement or evidence (i) that the Potential Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or other antitrust laws, as applicable, and pay the fees associated with such filings; (ii) of the Potential Bidder's plan and ability to obtain all requisite governmental, regulatory, or other third-party approvals and the proposed timing for the Potential Bidder to undertake the actions required to obtain such approvals; and (iii) that the Bid is reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors after consultation with the professionals to each of the Committee and the Prepetition ABL Agent. A Potential Bidder further agrees that its legal counsel will discuss with and explain to the Debtors' legal counsel such Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable.

(I) Disclosure of Identity and Corporate Authorization. Each Bid must (i) fully disclose, by their legal names, the identity of the Potential Bidder and each entity that will be participating in its bid, and the complete terms of any such participation, and (ii) include evidence of corporate authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Bid, participation in the Auction, and closing of the transactions contemplated by the Potential Bidder's Proposed Purchase Agreement or Proposed Investment Agreement in accordance with the terms of the Bid and these Bidding Procedures.

(J) Employee Obligations. Each Bid must (i) specify whether the Potential Bidder intends to hire all of the Debtors' employees and (ii) expressly propose the treatment of the Debtors' prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including, offer letters, employment agreements, collective bargaining agreements, consulting agreements, severance arrangements, retention bonus agreements, change in control arrangements, retiree benefits, and any other employment related agreements (collectively, the "**Employee Obligations**"). Each bid must state whether the Qualified Bidder will or will not assume sponsorship, or participation pursuant to section 4204 of the Employee Retirement Income Security Act of 1974, of all or any of the potential liabilities associated with the Brooks Brothers Pension Plan, the Retail Brand Alliance, Inc. Pension Plan, or any multiemployer pension plans.

(K) No Entitlement to Break-Up Fee, Expense Reimbursement, or Other Amounts. Each Bid (other than the Stalking Horse Bid) must include a statement that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement, and a waiver of any

operating retail stores in shopping centers; (iv) the number of retail stores the proposed assignee and any guarantor operate; (v) the proposed assignee's and any guarantor's business plans and financial projections.

substantial contribution administrative expense claims under section 503(b) of the Bankruptcy Code related to the bidding process.

(L) Joint Bids. The Debtors, after consultation with counsel to the Committee and Prepetition ABL Agent, will be authorized to approve joint Bids, including joint credit bids, in their reasonable discretion on a case-by-case basis.

(M) Representations and Warranties. Each Bid must include the following representations and warranties:

(i) a statement that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the applicable Assets prior to submitting its Bid;

(ii) a statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents, as well as the Assets and the liabilities to be assumed (as applicable), in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding such Assets or liabilities or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Potential Bidder's Proposed Purchase Agreement or Proposed Investment Agreement;

(iii) a statement that the Potential Bidder agrees to serve as Back-Up Bidder, if its Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable Assets;

(iv) a statement that the Potential Bidder has not engaged in any collusion with respect to the submission of its Bid;

(v) a statement that all proof of financial ability to consummate the applicable Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and

(vi) a statement that the Potential Bidder agrees to be bound by the terms of the Bidding Procedures.

(N) Additional Requirements. A Potential Bidder must also accompany its Bid with:

(i) a Deposit (as defined herein), except as otherwise set forth herein;

(ii) the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder;

(iii) written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the Proposed Purchase Agreement or Proposed Investment Agreement) and such other evidence of ability to consummate the transaction contemplated by the Proposed Purchase Agreement, the Proposed Investment Agreement, the Bidding Procedures Order, and the Bidding Procedures, as acceptable in the Debtors' reasonable business judgment, after consultation with counsel to the Committee and Prepetition ABL Agent;

(iv) the identity of each entity that will be participating in connection with such Bid and taking ownership of the Assets (including any equity owners or sponsors, if the Potential Bidder is an entity formed for the purpose of consummating the Sale Transaction) and a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed and to consummate the transaction contemplated by the Proposed Purchase Agreement or the Proposed Investment Agreement;

(v) a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Potential Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements; and

(vi) a detailed analysis of the value of any non-cash component of the Bid, if any, and back-up documentation to support such value.

Review of Bids; Designation of Qualified Bids

The Debtors will evaluate all Bids that are timely submitted and may engage in negotiations with Potential Bidders who submitted Bids as the Debtors deem appropriate, in the exercise of their reasonable business judgment after consultation with counsel to the Committee and Prepetition ABL Agent, based upon the Debtors' evaluation of each Bid.

The Debtors shall determine, in their reasonable judgment, after consultation with counsel to the Committee, which of the Bids received by the Bid Deadline qualify as a "**Qualified Bid**" (each Potential Bidder that submits such a Qualified Bid being a "**Qualified Bidder**") and shall notify each Qualified Bidder of its status as a Qualified Bidder by no later than **August 9, 2020 at 4:00 p.m. (prevailing Eastern Time)** (the "**Qualified Bid Deadline**"). To the extent reasonably practicable, counsel to the Debtors shall provide summaries of the material terms of each Qualified Bid to the Committee and its advisors and counsel to the Prepetition ABL Agent on a professionals' eyes only basis at least twenty-four (24) hours prior to the Auction; *provided* that any information regarding a bid may be withheld from the Prepetition ABL Agent or members of the Committee or redacted to the extent that the Prepetition ABL Agent or members of the Committee are Potential Bidders or the Debtors determine, in their reasonable business judgment and after consultation with the advisors to the Committee, that sharing such information would be likely to have a negative impact on potential bidding or otherwise be contrary to the goal of maximizing value for the Debtors' estates from the sale process. Notwithstanding the foregoing, within one (1) day of

the Debtors' receipt of any bid for any or all of the Assets that include the assumption of the Debtors' Pension Plans or any liabilities associated with the Pension Plans, the Debtors shall provide such bid to the Pension Benefit Guaranty Corporation via counsel to the Committee. Notwithstanding anything to the contrary in these Bidding Procedures, the Stalking Horse Bidder and the Prepetition ABL Agent shall be deemed to be Qualified Bidders and the Stalking Horse Bid or any subsequent overbid by the Stalking Hose Bidder at the Auction shall be deemed to be a Qualified Bid; *provided*, that the Debtors reserve the right to determine in their discretion after consultation with counsel to the Committee and the Prepetition ABL Agent that any such overbid by the Stalking Horse Bidder as to which the Stalking Horse Bidder does not agree to serve as a Back-Up Bidder is not a Qualified Bid. Notwithstanding anything contained herein, all of the Prepetition ABL Agent's consultation rights hereunder shall cease upon the submission of a bid by the Prepetition ABL Agent.

To the extent any insider or affiliate of the Debtors has a bid for certain assets pending (or has expressed a continuing interest (written or verbal) in bidding for such assets), the Debtors shall not consult with such insider or affiliate regarding the sale process for such assets or provide copies of bids for such assets to such insider or affiliate.

Without the written consent of the Debtors after consultation with counsel to the Committee and Prepetition ABL Agent, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of its Qualified Bid during the period that such Qualified Bid remains binding as specified herein; provided, that any Qualified Bid may be improved at the Auction as set forth in these Bidding Procedures; provided, further, that the Stalking Horse Bid may be modified and/or amended pursuant to its terms. The Debtors reserve the right to work with any Potential Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid and to clarify or otherwise improve such Bid such that it may be designated a Qualified Bid.

In evaluating the Bids, the Debtors may take into consideration the following non-binding factors:

1. the amount and the form of consideration of the Purchase Price (provided that for purposes of evaluating competing Bids, every dollar of a credit bid shall be treated the same as a dollar from a cash or other non-cash Bid, and a credit bid shall not be considered inferior to a comparable cash or other non-cash Bid because it is a credit bid);

2. the assets and liabilities included in or excluded from the Bid, including any executory contracts, unexpired leases, or the Brooks Brothers Pension Plan and/or the Retail Brand Alliance, Inc. Pension Plan proposed to be assumed;

3. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates, including as a result of any Termination Payment that may be payable;

4. any benefit to the Debtors' bankruptcy estates from any assumption or waiver of liabilities;

5. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approvals;

6. the impact on employees and the proposed treatment of the Employee Obligations, including the assumption of sponsorship of or liabilities associated with the Pension Plans or the assumption of any liabilities associated with any multi-employer pension plan;

7. the impact on trade creditors;

8. the certainty of the Debtors being able to confirm a plan;

9. in the case of any overbid by the Stalking Horse Bidder, whether the Stalking Horse Bidder has agreed to be a Back-Up Bidder with respect to such overbid; and

10. any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties.

Failure to Receive Qualified Bids Other Than Stalking Horse Bid

If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid) for any of the Assets on the same or better terms as provided in the Stalking Horse Bid by the Bid Deadline, the Debtors will not conduct the Auction and shall file a notice with the Bankruptcy Court indicating that the Auction has been cancelled. The Debtors shall also publish such notice on the website of their claims and noticing agent, Prime Clerk (https://cases.primeclerk.com/brooksbrothers/, the "**Claims Agent Website**"). If the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Deposit

A Bid must be accompanied by a good faith cash deposit in the amount of no less than ten percent (10%) of the Purchase Price (a "**Deposit**"), unless otherwise agreed to by the Debtors (after consultation with counsel to the Committee and Prepetition ABL Agent) and a Potential Bidder; provided, however, that, a Potential Bidder submitting a credit bid will not be required to accompany its Bid with a Deposit for any portion of the Purchase Price that is a credit bid, but shall be required to provide a Deposit for any portion of its Bid that is not a credit bid. A Deposit must be deposited prior to the Bid Deadline with an escrow agent selected by the Debtors (the "**Escrow Agent**") pursuant to an escrow agreement to be provided by the Debtors. To the extent a Qualified Bidder increases the Purchase Price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Deposit so that it equals ten percent (10%) of the increased Purchase Price. The requirements set forth in this "Deposit" section do not apply to the Stalking Horse Bidder.

Auction Procedures

If the Debtors receive any Qualified Bids (other than the Stalking Horse Bid), the Debtors will conduct the Auction on **August 10, 2020 beginning at 10:00 a.m. (prevailing Eastern Time)**, **or on such other date as may be determined by the Debtors after consultation with the advisors to each of the Committee, the Stalking Horse Bidder, and the Prepetition ABL Agent virtually pursuant to procedures to be timely filed on the Bankruptcy Court's docket.** Only Qualified Bidders will be eligible to participate in the Auction, subject to such limitations as the Debtors may impose in good faith. In addition, professionals and/or other representatives of the Debtors and of the Committee and Prepetition ABL Agent shall be permitted to attend and observe the Auction. Further, any creditor of the Debtors may request permission to attend and observe the Auction; provided, that such creditor provides the Debtors with written notice of its intention to attend the Auction on or before one (1) business day prior to the Auction, which written notice shall be sent to proposed counsel for the Debtors via electronic mail at gary.holtzer@weil.com; jackie.cohen@weil.com; garrett.fail@weil.com; and davidj.cohen@weil.com. The Debtors may, in their reasonable discretion after consultation with counsel to the Committee and Prepetition ABL Agent, also establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany Qualified Bidders or other creditors at the Auction, *provided, however*, for the avoidance of doubt, that the individual members of the Committee shall each be entitled to attend the Auction.

Each Qualified Bidder shall be required to confirm, both before and after the Auction, that it has not engaged in any collusion with respect to the submission of any Bid, the bidding, or the Auction.

At the Auction, bidding for the Assets will start with the highest or otherwise best purchase price and/or terms received as determined by the Debtors after consultation with counsel to the Committee and Prepetition ABL Agent and will proceed thereafter in minimum bid increments of not less than $1,000,000 (a "**Minimum Overbid Amount**"). The Debtors, after consultation with counsel to the Committee and Prepetition ABL Agent, reserve the right to adapt and may increase or decrease the Minimum Overbid Amount at any time during the Auction. The Stalking Horse Bidder and other Qualified Bidders may increase their bids at the Auction, including with cash, cash equivalents, or other forms of consideration.

The Debtors may, in the exercise of their business judgment, adopt rules for the Auction consistent with these Bidding Procedures and the Bidding Procedures Order that the Debtors, after consultation with counsel to each of the Committee and the Prepetition ABL Agent, reasonably determine to be appropriate to promote a competitive auction. Any rules adopted by the Debtors will not unilaterally modify any of the terms of the Stalking Horse Bid (as it may be consensually modified at the Auction), without the consent of the Stalking Horse Bidder. Any rules developed by the Debtors will provide that all bids in the Auction will be made and received on an open basis, and all bidders participating in the Auction will be entitled to be present for all bidding with the understanding that the true identity of each bidder placing a bid at the Auction will be fully disclosed to all other bidders participating in the Auction and that all material terms of each Qualified Bid submitted in response to any successive bids made at the Auction will be disclosed to all other bidders. Each Qualified Bidder will be permitted what the Debtors reasonably

determine to be an appropriate amount of time to respond to the previous bid at the Auction. The Auction will be conducted openly and shall be transcribed or recorded.

The Debtors may, in the exercise of their reasonable business judgment after consultation with counsel to the Committee and Prepetition ABL Agent, identify the highest or otherwise best Qualified Bid(s) as the successful bid(s) (a "**Successful Bid**" and, the bidder submitting such bid, a "**Successful Bidder**"). The Debtors may also identify which Qualified Bid(s) constitute the second highest or otherwise best bid(s) and, if applicable, the third highest or otherwise best bid(s) and deem such second and third highest or otherwise best bid(s) each a back-up bid (such bid(s) shall each be a "**Back-Up Bid**" and, the bidder submitting such bid, a "**Back-Up Bidder**"). Back-Up Bid(s) shall remain open and irrevocable until the earliest to occur of (i) the applicable outside date for consummation of the Sale Transaction set forth in the Back-Up Bid, (ii) consummation of the Sale Transaction with a Successful Bidder, and (iii) the release of such Back-Up Bid by the Debtors in writing (such date, the "**Back-Up Bid Expiration Date**"). If a Sale Transaction with a Successful Bidder is terminated prior to the Back-Up Bid Expiration Date, the Back-Up Bidder shall be deemed a Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were a Successful Bid. Notwithstanding the foregoing, the Stalking Horse Bidder may only be selected as a Back-Up Bidder with respect to the Stalking Horse Bid as set forth in the Stalking Horse Agreement or any subsequent overbid with respect to which the Stalking Horse Bidder has agreed to be a Back-Up Bidder, and the Debtors are not required to deem an overbid by the Stalking Horse Bidder to be a Qualified Bid if the Stalking Horse Bidder does not agree to be a Back-Up Bidder with respect to such overbid. For the avoidance of doubt, nothing in this "Auction Procedures" section shall alter the requirement that, if the Debtors receive no Qualified Bids other than the Stalking Horse Bid, the Stalking Horse Bidder shall be deemed the Successful Bidder and the Stalking Horse Bid shall be deemed a Successful Bid.

Within one (1) business day after the Auction, (i) the Successful Bidder(s) shall submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s) and (ii) the Back-Up Bidder(s) shall submit to the Debtors execution versions of the documentation memorializing the terms of the Back-Up Bid(s). Except as provided in the Stalking Horse Agreement with respect to the Stalking Horse Bidder, neither a Successful Bid nor a Back-Up Bid may be assigned to any party without the consent of the Debtors, after consultation with the Committee and Prepetition ABL Agent.

At any time before entry of an order approving any Sale Transaction, the Debtors reserve the right to and may reject the applicable Qualified Bid (other than the Stalking Horse Bid) if such Qualified Bid, in the Debtors' judgment after consultation with counsel to the Committee and Prepetition ABL Agent, is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, or the terms and conditions of the applicable Sale Transaction; or (iii) contrary to the best interests of the Debtors and their estates. No attempt by the Debtors to reject a Qualified Bid under this paragraph will modify any rights of the Debtors, the Stalking Horse Bidder under the Stalking Horse Agreement (as it may be consensually modified in writing by the Debtors and the Stalking Horse Bidder at the Auction or prior thereto).

Post-Auction Process

Within twelve (12) hours after the Auction (if any), the Debtors shall provide the counsel and advisors to each of the Committee and Prepetition ABL Agent with written copies of the best and final version of each Qualified Bid submitted to the Debtors (along with any supplemental documentation). No later than **August 11, 2020 at 4:00 p.m. (prevailing Eastern Time)**, the Debtors shall (i) file with the Bankruptcy Court and post on the Claims Agent Website a notice of the Successful Bid(s), Successful Bidder(s), Back-Up Bid(s), and Back-Up Bidder(s), and (ii) provide or cause to be provided to affected Counterparties information supporting the Successful Bidder's ability to comply with the requirements to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2) and, if applicable, Bankruptcy Code section 365(b)(3), including, to the extent reasonably available and applicable, the Successful Bidder's financial wherewithal and willingness to perform under applicable Proposed Assigned Contracts, as provided in such Successful Bidder's bid. Unless otherwise required by the Debtors' fiduciary duties, the Debtors shall not consider any bids submitted after the conclusion of the Auction.

Each Successful Bidder shall appear at the Sale Hearing and be prepared to have a representative(s) testify in support of its Successful Bid and the Successful Bidder's ability to close in a timely manner and provide adequate assurance of its future performance under all executory contracts and unexpired leases to be assumed and assigned as part of the applicable Sale Transaction. Within seven (7) calendar days after the Auction (if any), the Debtors shall direct the Escrow Agent to return the Deposits of all bidders, together with interest accrued thereon, other than the Deposits of the Successful Bidder(s) and Back-Up Bidder(s); provided, for the avoidance of doubt, the return of the Escrow Amount (as defined in the Stalking Horse Agreement) shall be governed by the Stalking Horse Agreement. Within five (5) calendar days after the Back-Up Bid Expiration Date, the Debtors shall direct the Escrow Agent to return the Deposit(s) of the Back-Up Bidder(s), together with interest accrued thereon (if any). Upon the authorized return of any such Deposits, the Bid associated therewith shall be deemed revoked and no longer enforceable.

Each Successful Bidder's deposit (if any) shall be applied against the portion of the Purchase Price of its Successful Bid upon the consummation of the applicable Sale Transaction. In addition to the foregoing, the deposit of any Qualified Bidder will be forfeited to the Debtors if (i) the Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted herein or with the Debtors' written consent, during the time the Qualified Bid remains binding and irrevocable or (ii) except as provided herein, the Qualified Bidder is selected as a Successful Bidder and fails to enter into the required definitive documentation or to consummate the applicable Sale Transaction in accordance with these Bidding Procedures; provided, however, that this paragraph shall not apply to the Escrow Amount, and such Escrow Amount shall be treated as set forth in the Stalking Horse Agreement.

Notices Regarding Assumption and Assignment

The Debtors shall provide all notices regarding the proposed assumption and assignment of contracts and leases in accordance with the Assumption and Assignment Procedures included in the Bidding Procedures Order.

Sale Hearing

The Debtors will seek entry of an order authorizing and approving, among other things, the applicable Sale Transaction at a hearing before the Bankruptcy Court to be held on **August 14, 2020 at 10:00 a.m. (prevailing Eastern Time)** (the "**Sale Hearing**"). The objection deadline for the Sale Transaction with the Stalking Horse Bidder is **August 8, 2020 at 11:59 p.m. (prevailing Eastern Time)** (the "**Sale Objection Deadline**"). The Sale Hearing may be adjourned or continued to a later date by the Debtors, after consultation with counsel to each of the Committee and the Prepetition ABL Agent, by sending notice prior to or making an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party. Objections to the conduct of the Auction (if held), the Successful Bidder (other than the Stalking Horse Bidder), or the Sale with the Successful Bidder (other than the Stalking Horse Bidder) (each a "**Supplemental Objection**") must be (i) filed in accordance with the Bidding Procedures, (ii) filed with the Bankruptcy Court, and (iii) served on the Objection Notice Parties on or before **August 12, 2020 at 4:00 p.m. (prevailing Eastern Time)** (the "**Supplemental Objection Deadline**").

Objections to any Sale Transactions, including any objection to the sale of any Assets free and clear of liens, claims, encumbrances, and other interests (each, a "**Sale Objection**"), must: (i) be in writing; (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (iii) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (iv) conform to the Bankruptcy Code, Bankruptcy Rules, and Local Rules; and (v) be filed with the Bankruptcy Court and be served on the Objection Notice Parties (as defined in the Sale Notice) by the deadline provided in the applicable Sale Notice. In addition to being filed with the Bankruptcy Court, any such responses or objections must be served on the Objection Notice Parties and any such other parties as the Bankruptcy Court may order, by the Sale Objection Deadline or Supplemental Objection Deadline (as applicable); provided, that the Debtors may extend such Sale Objection Deadline or Supplemental Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment and after consultation with counsel to the Committee and Prepetition ABL Agent. If a timely Sale Objection or Supplemental Objection cannot otherwise be resolved by the parties, such objection shall be heard by the Bankruptcy Court at the applicable sale hearing (which may be the Sale Hearing).

Any party who fails to (i) file a Sale Objection with the Bankruptcy Court and serve it on the Objection Notice Parties by **August 8, 2020 at 11:59 p.m. (prevailing Eastern Time)** or (ii) file a Supplemental Objection on the Objection Notice Parties on or before **August 12, 2020 at 4:00 p.m.** will be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the consummation of the applicable Sale Transaction, any Supplemental Objection, and any related relief requested by the Debtors.

Consent to Jurisdiction and Authority as Condition to Bidding

All Potential Bidders (including the Stalking Horse Bidder) that participate in the bidding process shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court with respect to these Bidding Procedures, the bid process, the Auction, any Sale Transaction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to

a Sale Transaction; (ii) waived any right to a jury trial in connection with any disputes relating to any of the foregoing; and (iii) consented to the entry of a final order or judgment in any way related to any of the foregoing if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Reservation of Rights

The Debtors reserve the right to, in their reasonable business judgment, after consultation with counsel to the Committee and Prepetition ABL Agent, in a manner consistent with their fiduciary duties and applicable law: (i) to modify these Bidding Procedures; (ii) waive terms and conditions set forth herein with respect to all Potential Bidders; (iii) extend the deadlines set forth herein; and (iv) announce at the Auction the modified or additional procedures for conducting the Auction, in each case, to the extent not materially inconsistent with these Bidding Procedures and the Bidding Procedures Order; provided, that any such modification or other adjustment to the Bidding Procedures shall not disproportionately affect the Stalking Horse Bidder in any material and adverse way. Except as provided in the Stalking Horse Agreement, nothing in these Bidding Procedures shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset with a Qualified Bidder.

Subject to the consultation rights of the Committee set forth herein, the Committee reserves its right to seek Bankruptcy Court relief with regard to the Auction, the Bidding Procedures, and any related items. The Committee will be permitted to seek relief from the Bankruptcy Court on an expedited basis if it disagrees with any actions or decision made by the Debtors as part of these Bidding Procedures. The rights of the Committee with respect to the outcome of the Auction are reserved.

Fiduciary Out

Nothing in these Bidding Procedures shall require the Debtors to take any action, or refrain from taking any action to the extent the Debtors determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law.

THIS IS **EXHIBIT "P"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of August 11, 2020 (the "Amendment Date"), by and among Brooks Brothers Group, Inc., a Delaware corporation ("BBGI") and the direct or indirect wholly-owned Subsidiaries of BBGI signatory hereto (together with BBGI, each a "Seller" and, collectively, "Sellers"), and SPARC GROUP LLC, a Delaware limited liability company ("Buyer"). Each Seller and Buyer are referred to herein as a "Party" and, collectively, as the "Parties".

WHEREAS, the Parties have previously entered into that certain Asset Purchase Agreement, dated as of July 23, 2020 (the "Asset Purchase Agreement"), setting forth the terms and conditions upon which Buyer would acquire the Acquired Assets (as defined in the Asset Purchase Agreement), on the terms and subject to the conditions contained in the Asset Purchase Agreement;

WHEREAS, Section 9.5 of the Asset Purchase Agreement provides that the Asset Purchase Agreement may be amended by a writing that is signed by each Party;

WHEREAS, the Parties now intend to amend the Asset Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set out and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

1. Amendments to Section 1.1.

a. The following defined terms are hereby deleted in their entirety from Section 1.1 of the Asset Purchase Agreement:

""Back-Up Bidder Notice" has the meaning set forth in Section 5.4(e)."

""Back-Up Termination Date" has the meaning set forth in Section 5.4(e)."

b. The definition of "Excluded Assets" in Section 1.1 of the Asset Purchase Agreement is hereby amended as follows:

i. Clauses (p) and (q) are amended and restated in their entirety to read as follows:

> "(p) all assets exclusively used or exclusively held for use in the Excluded Business;
>
> (q) those items set forth on Schedule 1.1(e); and"

ii. The following shall be added as new clause (r):

"(r) the equity interests of Brooks Brothers Austria GmbH."

c. The following new defined term is hereby added to Section 1.1 of the Asset Purchase Agreement:

""Pre-Closing Restructuring" has the meaning set forth in Section 5.14."

d. The defined term "Purchased Actions" in Section 1.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

""Purchased Actions" means all causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of setoff, counterclaims, defenses, demands, remedies, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights (whether choate or inchoate, known or unknown, contingent or noncontingent) available to Sellers or their estates as of the time of the Closing against (A) Buyer or any of its Affiliates (other than Claims pursuant to this Agreement or arising out of the transactions contemplated hereby), (B) any person who as of the Closing serves as a director, officer, manager, employee, or advisor of any Seller or any Subsidiary thereof or any shareholder or Related Party of any Seller who becomes a director or advisor of Buyer or its Affiliates or becomes a Transferred Employee on or after the date of this Agreement ("Employee Purchased Actions"), and (C) any customer, supplier, manufacturer, distributor, broker, or vendor of any Seller, any Subsidiary thereof or any other Person with whom any Seller or any Subsidiary thereof has a commercial relationship in connection with the Business; provided, that the Purchased Actions shall not include any such causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of setoff, counterclaims, defenses, demands, remedies, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights available to Sellers or their estates as of the time of the Closing against any Person set forth on Schedule 1.1(i)."

e. The defined term "Retained Actions" in Section 1.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

""Retained Actions" means all causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of setoff, counterclaims, defenses, demands, remedies, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights (whether choate or inchoate, known or unknown, contingent or noncontingent) available to Sellers or their estates as of the time of the Closing against (A) any person who as of the Closing serves as a director, officer, manager, employee, or advisor of any Seller or any shareholder or Related Party of any Seller, other than Employee Purchased Actions or (B) any Person set forth on Schedule 1.1(i)."

2. Amendment to Section 2.3(a). Section 2.3(a) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Subject to adjustment pursuant to Section 2.7, the consideration for the Acquired Assets shall be (i) an aggregate Dollar amount equal to (A) $325,000,000, *minus* (B) the amount of the Credit Bid (if any), *plus* (C) the Estimated Inventory Adjustment Amount; *minus* (D) the Customer Deposit Balance (such amount, the "Closing Date Purchase Price"), (ii) at the option of the DIP Lenders, an aggregate credit bid of all or any portion of the DIP Obligations (as defined in the DIP Order) (the "Credit Bid" which, together with the Closing Date Purchase Price, as adjusted pursuant to Section 2.7, shall be the "Purchase Price") and (iii) Buyer's assumption of the Assumed Liabilities."

3. Amendment to Section 2.4. Section 2.4 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 a.m., New York City time, on August 31, 2020 (the "Closing Date") provided that all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in Article VII (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived as of such date, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto, or, if the Closing has not occurred by August 31, 2020 as a result of such conditions to the obligations of Sellers and Buyer (other than the conditions that by their nature are to be satisfied at the Closing itself) not being satisfied or waived, then the Closing Date shall instead be the earliest practicable Business Day after such conditions are satisfied or waived. For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Acquired Assets, shall be deemed to be effective as of 12:01 a.m., New York City time, on the Closing Date (including for accounting purposes), but after giving effect to any actions taken by Sellers on the Closing Date prior to the Closing."

4. Amendment to Section 5.4(e). Section 5.4(e) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(e) [Reserved]."

5. Amendment to Section 5.5. Section 5.5 of the Asset Purchase Agreement is hereby amended by replacing "Notices and Consents. Prior to the Closing following the Closing:" with "Notices and Consents. Prior to the Closing:".

6. Section 5.14. The following is hereby added to the Asset Purchase Agreement as a new Section 5.14:

"Pre-Closing Restructuring. Prior to the Closing, Sellers shall cause all of the equity interests of Brooks Brothers Austria GmbH to be sold, assigned or transferred to any Seller or any Subsidiary thereof (a) that is not a Designated Foreign Subsidiary and (b) the equity interests of which do not constitute an Acquired Asset, in each case with no Liabilities in respect thereof to Buyer, any of its Affiliates, any Designated Foreign Subsidiary or other Person the equity interests of which constitute an Acquired Asset (the "Pre-Closing Restructuring"). Following the consummation of the Pre-Closing Restructuring, Sellers shall wind up the business of Brooks Brothers Austria GmbH as promptly as reasonably practicable."

7. Amendments to Section 7.1.

a. Sections 7.1(e), (f) and (g) of the Asset Purchase Agreement are hereby amended and restated in their entirety to read as follows:

"(e) all applicable waiting periods under the HSR Act shall have expired or otherwise been terminated;

(f) no material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement;

(g) each delivery contemplated by Section 2.5(b) to be delivered to Buyer shall have been delivered; and"

b. The following is hereby added as a new Section 7.1(h) of the Asset Purchase Agreement:

"(h) the Pre-Closing Restructuring shall have been consummated and evidence of such consummation in form and substance reasonably acceptable to Buyer shall have been delivered to Buyer."

8. Amendment to Section 7.2. Section 7.2(d) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(d) all applicable waiting periods under the HSR Act shall have expired or otherwise been terminated;"

9. Amendments to Section 8.1.

a. Section 8.1(e) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(e) by Sellers or Buyer, if (i) (x) Sellers enter into a definitive agreement with respect to a Competing Bid or (y) the Bankruptcy Court enters an order approving a Competing Bid or (ii) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions

set forth in this Agreement, subject to Buyer's right to payment of the Termination Payment, if applicable, in accordance with the provisions of Section 5.4;"

b. Section 8.1(f) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(f) by Buyer, if Buyer is not the Successful Bidder at the Auction;"

10. Addition of Schedule 1.1(i). Schedule 1.1(i), in the form attached hereto as Exhibit A, is hereby added to the Disclosure Schedules.

11. Effect on the Asset Purchase Agreement. Other than as specifically set forth herein, all other terms and provisions of the Asset Purchase Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

12. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

13. Miscellaneous.

a. *No Further Amendments*. Except as expressly modified hereby, the Asset Purchase Agreement remains in full force and effect. Upon the execution and delivery hereof, the Asset Purchase Agreement shall thereupon be deemed to be amended as hereinabove set forth as fully and with the same effect as if the amendments made hereby were originally set forth in the Asset Purchase Agreement, and this Amendment and the Asset Purchase Agreement shall henceforth be read, taken and construed as one and the same instrument.

b. *Counterparts; Facsimile and Electronic Signatures.* This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Amendment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

c. *Incorporation by Reference.* Sections 9.1 (Survival), 9.2 (Expenses), 9.3 (Entire Agreement), 9.4 (Incorporation of Exhibits and Disclosure Schedule), 9.5 (Amendments and Waivers), 9.6 (Succession and Assignment), 9.7 (Notices), 9.8 (Governing Law), 9.9 (Submission to Jurisdiction; Service of Process); 9.10 (Waiver of Jury Trial), 9.11 (Specific Performance), 9.12 (Severability), 9.13 (No Third Party Beneficiaries), 9.14 (Non-Recourse), 9.15 (Mutual Drafting) and 9.16 (Disclosure Schedule) of the Asset Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Asset Purchase Agreement on the day and year first above written.

BROOKS BROTHERS GROUP, INC.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Chief Financial Officer

696 WHITE PLAINS ROAD, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBD HOLDING 1, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBD HOLDING 2, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBDI, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS INTERNATIONAL, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS RESTAURANT, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RBA WHOLESALE, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS CANADA LTD.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS CANADA LTD.

By: Brooks Brothers International, LLC,
the sole shareholder of Brooks Brothers Canada Ltd.

By: DocuSigned by: Steve Goldaper F06BA2C05AE7411... _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS FAR EAST LIMITED

By: _____
Name: Stephen Marotta
Title: Chief Restructuring Officer

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS CANADA LTD.

By: _____
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS CANADA LTD.

By: Brooks Brothers International, LLC,
the sole shareholder of Brooks Brothers Canada Ltd.

By: _____
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS FAR EAST LIMITED

By: DocuSigned by: Stephen Marotta 39FD55485E59400... _____
Name: Stephen Marotta
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Asset Purchase Agreement on the day and year first above written.

SPARC GROUP LLC

By: _____
Name: David Dick
Title: Chief Financial Officer

Exhibit A

Schedule 1.1(i)

Excluded Claims

1. Claudio Del Vecchio
2. Matteo Del Vecchio
3. Any member of Claudio Del Vecchio's or Matteo Del Vecchio's immediate families
4. The CDV Trust
5. The CDV 2010 Annuity Trust
6. The Del Vecchio Family Trust
7. Delfin S.Á R.L.
8. DV Family LLC
9. The CDV 2015 Annuity Trust
10. The CDV 2015 Annuity Trust U/A/D 9-16-2015
11. The Del Vecchio Family Trust U/A/D 2-9-2006
12. 346 Madison Avenue, LLC
13. 11 East 44th Street, LLC

THIS IS **EXHIBIT "Q"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: D.I. 154, 204, 285**

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT, (II) AUTHORIZING SALE TO THE STALKING HORSE BIDDER OF THE ACQUIRED ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (III) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Sale Motion**"),[2] dated July 15, 2020 [D.I. 154], of Brooks Brothers Group, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), seeking, among other things, entry of an order authorizing and approving the sale of substantially all of the Debtors' assets and the assumption and assignment of certain executory contracts and unexpired

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein) or, if not defined in the Asset Purchase Agreement, the meanings ascribed to such terms in the Sale Motion.

leases of the Debtors in connection therewith; and this Court having held a hearing on August 3, 2020 (the "**Bidding Procedures Hearing**") and having taken into consideration this Court's prior order, dated August 3, 2020 [D.I. 285] (the "**Bidding Procedures Order**"), approving bidding procedures for the sale of substantially all of the Debtors' assets (the "**Bidding Procedures**") and granting certain related relief; and SPARC Group LLC, a Delaware limited liability company, together with its permitted assigns pursuant to Section 9.6 of the Asset Purchase Agreement (all such entities, collectively "**Buyer**") having submitted the highest and best bid[3] for the Acquired Assets and having been declared the Successful Bidder (as defined in the Bidding Procedures Order) by the Debtors; and this Court having conducted a hearing to consider the Sale Transaction (as defined herein) on August 14, 2020 (the "**Sale Hearing**"), during which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and this Court having reviewed and considered (i) the Sale Motion and the exhibits thereto; (ii) the *Asset Purchase Agreement*, dated as of July 23, 2020 and annexed to the Bidding Procedures Order, as amended by the *First Amendment to the Asset Purchase Agreement,* dated as of August 11, 2020 and annexed to the *Notice of Cancellation of Auction and Designation of the Stalking Horse Bid as the Successful Bid*, filed on August 11, 2020 [D.I. 375], (as amended, supplemented or otherwise modified, including all exhibits, schedules and other attachments thereto, the "**Asset Purchase Agreement**"), by and among certain of the Debtors and Buyer, whereby the applicable Debtors have agreed to, among other things, sell or cause to be sold the Acquired Assets to Buyer, including the Transferred Contracts and Assumed Leases of the Debtors that will be assumed and assigned to Buyer (the "**Assumed Contracts**"), on the terms and conditions set forth in the Asset Purchase

[3] Copies of the Asset Purchase Agreement and the amendment thereto are annexed hereto as **Exhibit A-1** and **Exhibit A-2**, respectively.

Agreement (the "**Sale Transaction**"); (iii) the Bidding Procedures Order and the record of the Bidding Procedures Hearing, at which the Bidding Procedures Order was approved; (iv) *the Declaration of Derek Pitts in Support of Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief, and the Supplement Related Thereto* [D.I. 206] (the "**Sale Declaration**"); and (v) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and due notice of the Sale Motion, the Sale Hearing, and the form of this Order (the "**Sale Order**") having been provided; and all objections to the Sale Transaction and the Sale Order having been withdrawn, resolved, or overruled; and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest in these chapter 11 cases; and upon the record of the Sale Hearing and these chapter 11 cases; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute this 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 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. The Court's findings shall also include any oral findings of fact and conclusions of law made by this Court during or at the conclusion of the Sale Hearing. This Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Sale Motion, the Asset Purchase Agreement, the Sale Transaction and the property of the Debtors' estates, including the Acquired Assets, pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) that this Court can decide by final order under the United States Constitution. Venue of these chapter 11 cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates**. The statutory and other legal predicates for the relief granted herein are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014.

D. **Notice and Opportunity to Object**. As evidenced by the Affidavit of Service Regarding Sale[4] and the Certificates of Publication[5] previously filed with the Court, a fair and reasonable opportunity to object to, and be heard with respect to, the Sale Motion and the Sale Transaction has been given to all Persons entitled to notice pursuant to the Bidding Procedures Order, including, but not limited to, the following: (i) counsel for the Buyer, Paul, Weiss, Rifkind, Wharton & Garrison LLP; (ii) counsel to the Prepetition ABL Agent, Choate, Hall & Stewart LLP; (iii) proposed counsel for the Committee, Akin Gump Strauss Hauer & Feld LLP and Troutman Pepper Hamilton Sanders LLP; (iv) the United States Trustee for the District of Delaware; (v) all counterparties to the Assumed Contracts; (vi) all persons and entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in any Acquired Asset; (vii) all affected federal, state and local regulatory and taxing authorities; (viii) all persons or entities known by the Debtors and their advisors to have recently expressed an interest in a transaction

[4] See *Affidavit of Service* [D.I. 3364] (the "**Affidavit of Service Regarding Sale**").

[5] See *Certificate of Publication* [D.I. 359]; and *Certificate of Publication* [D.I. 361] (the "**Certificates of Publication**").

with respect to any of the Acquired Assets; (ix) all of the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (x) all parties that have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

E. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after the entry of this Order and shall not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

F. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Asset Purchase Agreement, and the other agreements, documents, and instruments deliverable thereunder or attached thereto or referenced therein (collectively, the "**Transaction Documents**"), and approval of the Sale Transaction. The Debtors' entry into and performance under the Transaction Documents (i) constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties, (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their stakeholders, and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (a) the Purchase Price and the other terms set forth in the Asset Purchase Agreement constitute the highest and best offer received for the Acquired Assets; and (b) the Sale Transaction on the terms set forth in the Transaction Documents presents the best opportunity to maximize the value of the Acquired Assets on a going concern basis and avoids a

liquidation of the Acquired Assets, which would result in more Claims against the Debtors' estates and would result in significantly less value for all stakeholders of the relevant Debtors.

G. **Compliance with Bidding Procedures Order**. On August 3, 2020, this Court entered the Bidding Procedures Order approving the Bidding Procedures for, among other things, the Acquired Assets. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity or Person to make an offer to purchase the Acquired Assets. The Debtors and Buyer complied with the Bidding Procedures and the Bidding Procedures Order in all respects except as properly waived in the exercise of their fiduciary duties in accordance with the Bidding Procedures. Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder (as defined in the Bidding Procedures) for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

H. **Credit Bid**.[6] Pursuant to the Bidding Procedures, applicable law, including Bankruptcy Code sections 363(b) and 363(k), and in accordance with the *Final 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; and (VI) Granting Related Relief*, dated August 14, 2020 [D.I. 443] (the "**DIP Order**"), the DIP Lenders were authorized to credit bid the DIP Claims for the Acquired Assets. No additional or further evidence of the Buyer's ability to include the Credit Bid as consideration for the Sale Transaction pursuant to the Asset Purchase Agreement is required. The Credit Bid,

[6] Capitalized terms used in this paragraph but not otherwise defined herein shall have their respective meanings ascribed to such terms in the DIP Order.

plus the cash consideration and assumption of the Assumed Liabilities, was a valid and proper offer pursuant to the Bidding Procedures Order and Bankruptcy Code sections 363(b) and 363(k). There is no cause to limit the amount of the Credit Bid pursuant to section 363(k) of the Bankruptcy Code.

I. **Marketing Process**. As demonstrated by (a) the Sale Motion, (b) the Sale Declarations, (c) the testimony and other evidence proffered or adduced at the Bidding Procedures Hearing and the Sale Hearing, and (d) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, in light of the exigent circumstances presented: (i) the Debtors and their investment banker, PJ Solomon, L.P., engaged in a robust and extensive marketing and sale process, both prior to the Petition Date and through the postpetition sale process pursuant to the Bidding Procedures Order and the Bidding Procedures; (ii) the Debtors and their advisors conducted a fair and open sale process; (iii) the sale process, and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets; and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures obtained the highest and best value for the Acquired Assets for the Debtors and their estates, and there was no other transaction available or presented that would have yielded as favorable an economic result for the Acquired Assets.

J. **Fair Consideration; Highest or Best Value**. The consideration to be provided by Buyer under the Asset Purchase Agreement is fair and reasonable consideration for the Acquired Assets and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any

other applicable laws of the United States, any state, territory or possession or the District of Columbia. Such consideration constitutes the highest and best bid for the Acquired Assets. No other person or entity, or group of persons or entities, has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtors than Buyer. Prompt approval of the Sale Transaction is the only means to preserve and maximize the value of the Acquired Assets. The Sale Transaction is supported by the DIP Agent (as defined in the DIP Order), the DIP Lender (as defined in the DIP Order, and together with the DIP Loan Parties and the DIP Agent, the "**DIP Parties**"), the Prepetition ABL Parties and the Committee.

K. **No Successor or Other Derivative Liability**. Except as otherwise expressly provided herein, upon Closing, and to the greatest extent allowed by applicable law, Buyer shall not have any liability (including, but not limited to, any successor liability) or other obligation of any of the Debtors, including any liability or obligation arising under or related to the sale and transfer of the Acquired Assets owned by the Debtors to Buyer or with respect to the Excluded Liabilities (as defined in the Asset Purchase Agreement), provided that, upon Closing, Buyer shall remain liable for any Assumed Liabilities. Buyer is not, and the consummation of the Sale Transaction will not render Buyer, a mere continuation, and Buyer is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, enterprise, or operations, and there is no continuity or common identity between Buyer and the Debtors. Accordingly, the Sale Transaction does not amount to a consolidation, merger, or de facto merger of Buyer with or into any of the Debtors or their estates and Buyer is not, and shall not be deemed, as a result of the consummation of the Sale Transaction: (i) to be a successor to any of the Debtors or their estates, (ii) to be the successor of or successor employer (as described under COBRA and applicable regulations thereunder) to the Debtors, including without limitation, with respect to any collective

bargaining agreements (including the Covered Collective Bargaining Agreements) and any employee benefit plans and any common law successorship liability, including with respect to withdrawal liability, (iii) to be the successor of or successor employer to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws, (iv) to be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or (v) to be liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Acquired Assets owned by the Debtors, other than as set forth in the Asset Purchase Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in the Asset Purchase Agreement, the parties intend that the Buyer shall not be liable for any Claims (other than Assumed Liabilities) against any Debtor, or any of its predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whatsoever, whether known or unknown as of the Closing, whether now existing or hereafter arising, whether asserted or unasserted, or whether fixed or contingent, with respect to the Business, the Acquired Assets owned by the Debtors or any Liabilities of any Debtor. The Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon "successor liability" theories.

L. **Good Faith**. The Transaction Documents and the Sale Transaction were negotiated, proposed, and entered into, and are being undertaken by the Debtors and Buyer in good faith, without collusion, and from arm's-length bargaining positions. Likewise, the value that the relevant Debtors and their estates will receive on consummation of the Sale Transaction is the product of arm's-length negotiations between the Debtors, Buyer and their respective representatives and advisors. Buyer is a "good faith purchaser" within the meaning of section

363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Buyer has proceeded in good faith in all respects in that, among other things, (i) Buyer agreed to subject the Acquired Assets to higher or better offers; (ii) Buyer complied with the provisions of the Bidding Procedures Order, including compliance with confidentiality obligations and restrictions under the Bidding Procedures and any applicable non-disclosure or confidentiality agreement; (iii) Buyer's bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; and (iv) all consideration to be provided by Buyer and all other material agreements or arrangements entered into by Buyer and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate. Other than agreements among the Debtors and Buyer, as reflected in the Asset Purchase Agreement and herein, the Purchase Price in respect of the Acquired Assets was not controlled by any agreement among potential bidders. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Transaction Documents were not entered into and the Sale Transaction is not being consummated for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. All consideration to be provided by Buyer in connection with the Sale Transaction has been disclosed. Neither the Debtors nor Buyer is entering into the Transaction Documents, or proposing to consummate the Sale Transaction, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Colombia.

M. The Sale of the Acquired Assets is consistent with the Debtors' policy concerning the transfer of personally identifiable information and the Debtors have, to the extent necessary,

satisfied section 363(b)(1) of the Bankruptcy Code. Accordingly, the appointment of a consumer ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Sale Motion.

N. **Notice**. As evidenced by the Affidavits of Service Regarding Sale filed with this Court: (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the Bidding Procedures (including the bidding process and the deadline for submitting bids at the Auction), the Sale Hearing, the Sale Transaction, and the Sale Order was provided by the Debtors; (ii) such notice was good, sufficient, and appropriate under the particular circumstances and complied with the Bidding Procedures Order, Bankruptcy Code Section 363(b) and Bankruptcy Rules 2002, 6004, 6006, 9006, 9008 and 9014, and Local Rule 6004-1; and (iii) no other or further notice of the Sale Motion, the Sale Transaction, the Bidding Procedures, the Sale Hearing, or the Sale Order is required. With respect to Persons whose identities are not reasonably ascertained by the Debtors, publication of the notice in the national editions of *The New York Times* and *USA Today* on August 6, 2020, as evidenced by the Affidavit of Publication, was sufficient and reasonably calculated under the circumstances to reach such Persons.

O. **Cure Notice**. As evidenced by the Affidavit of Service Regarding Cure Costs[7] filed with this Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, the Cure Notice[8], which provided notice of the Debtors' executory contracts and unexpired Leases available for assumption and assignment to Buyer (the "**Available Contracts**") and of the related proposed Cure Costs upon each non-Debtor counterparty to such contracts. The service of the Cure Notice was timely, good, sufficient, and

[7] See *Affidavit of Service* [Docket No. 374]; (the "**Affidavit of Service Regarding Cure Costs**").

[8] See *Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale Transaction* [D.I. 306] (the "**Cure Notice**").

appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Available Contracts. All non-Debtor counterparties to the Available Contracts have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Cure Notice, as applicable, and to the assumption and assignment to Buyer of any Available Contract. No defaults exist in the Debtors' performance under the Assumed Contracts as of the date of this Order other than the failure to pay the Cure Costs, as may be required, or such defaults that are not required to be cured. The list of Available Contracts may be updated by the Debtors from time to time to add additional Contracts or Leases. Following any such update, the Debtors shall file and serve a supplemental notice in accordance with the terms of the Bidding Procedures Order on any counterparty to a Contract or Lease that was added to the list of Available Contracts.

P. **Satisfaction of Section 363(f) Standards**. Except as otherwise expressly provided herein, the Debtors are authorized to sell the Acquired Assets owned by the Debtors to Buyer free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), property interests, rights, liabilities, encumbrances, pledges, and other interests of any kind or nature whatsoever against the Debtors or the Acquired Assets owned by the Debtors, including, without limitation, all Excluded Liabilities (as defined in the Asset Purchase Agreement) and any debts, claims, rights, causes of action, and/or suits arising under or out of, in connection with, or in any way relating to, any acts, omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee retirement or benefit plan claims, severance claims, retiree healthcare or life insurance claims, and/or claims for taxes of or against the Debtors and/or the Acquired Assets owned by the Debtors to the maximum extent available under applicable law, and any derivative,

vicarious, transferee, or successor liability claims, rights, or causes of action (whether in law or in equity, under any law, statute, rule, or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior or subsequent to the commencement of these chapter 11 cases, whether known or unknown, whether fixed or contingent, whether anticipated or unanticipated, whether yet accrued or not, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Acquired Assets owned by the Debtors, the Debtors' operation of the Business before the Closing, or the transfer of the Debtors' interests in the Acquired Assets owned by the Debtors to Buyer, (collectively, all such liens, claims, property interests, rights, liabilities, encumbrances, pledges, other interests and other matters described above in this paragraph P, but excluding any Assumed Liabilities, the "**Claims**"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Motion have either consented to or are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. In addition, one or more of the other subsections of section 363(f) of the Bankruptcy Code apply and, therefore, holders of Claims with an interest in the Acquired Assets owned by the Debtors are adequately protected by having their Claims that constitute interests in such Acquired Assets owned by the Debtors attach solely to the proceeds of the Sale Transaction in the same order of priority and with the same extent, validity, force, and effect that such holders had prior to the Sale Transaction and by providing for the distributions provided for herein. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Acquired Assets owned by the Debtors shall be forever barred, estopped, and permanently

enjoined from pursuing or asserting such Claims against Buyer or any of its assets, property, Affiliates, successors, assigns, or the Acquired Assets owned by the Debtors.

Q. Each of (i) the DIP Parties and (ii) the Prepetition ABL Parties (each as defined in the DIP Order) has consented to the sale of the Acquired Assets to Buyer pursuant to the Asset Purchase Agreement free and clear of any Claims of the DIP Parties and the Prepetition ABL Parties against the Acquired Assets, subject to the terms and conditions of the DIP Credit Agreement, the DIP Order, the Prepetition ABL Agreement (as defined in the DIP Order) and the Sale Order, as applicable.

R. Buyer would not have entered into the Transaction Documents and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors, (i) if the sale of the Acquired Assets was not free and clear of all Claims, liens, encumbrances and other interests, including, without limitation, any rights or Claims based on any successor or transferee liability (other than, in each case, the Assumed Liabilities) pursuant to Bankruptcy Code section 363(f), or (ii) if Buyer would, or in the future could, be liable for any such Claims, liens, interests and encumbrances including, without limitation, any rights or Claims based on any successor or transferee liability (other than, in each case, the Assumed Liabilities owned by the Debtors).

S. Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors, if the sale of the Acquired Assets owned by the Debtors was not free and clear of all Claims, or if Buyer would, or in the future could, be liable for any such Claims.

T. The total consideration to be provided under the Asset Purchase Agreement reflects Buyer's reliance on this Order to provide it with title to and possession of the Acquired Assets

owned by the Debtors free and clear of all Claims pursuant to sections 105(a) and 363(f) of the Bankruptcy Code.

U. **Assumption and Assignment of Assumed Contracts; Rejection**. The subset of the Assumed Contracts to be assumed by the Debtors and assigned to Buyer at the Closing are set forth on **Exhibit B** annexed hereto. The assumption and assignment of the Assumed Contracts is integral to the Sale Transaction, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assumed Contracts (i) is necessary to sell the Acquired Assets to Buyer, (ii) is an integral part of the Acquired Assets being purchased by Buyer, (iii) limits the losses suffered by non-Debtor counterparties to the Assumed Contracts, and (iv) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assumed Contracts; and, in light of the foregoing, such assumption and assignment of the Assumed Contracts is reasonable and enhances the value of the relevant Debtors' estates.

V. With respect to each of the Assumed Contracts, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code because Buyer has agreed to cure or will cure on or before the Closing or the effective date of the assumption and assignment to Buyer of such Assumed Contract during the Designation Rights Period, as applicable, any monetary default required to be cured with respect to the Assumed Contracts under section 365(b)(1) of the Bankruptcy Code and Buyer has provided adequate assurance of future performance under the Assumed Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required. Accordingly, the Assumed Contracts may be assumed by the Debtors and assigned to Buyer as provided for in the Asset Purchase Agreement and herein

(subject, in the case of Assumed Contracts to be so assumed and assigned during the Designation Rights Period, to the procedures set forth herein). The assumption and assignment of each Assumed Contract is approved notwithstanding any provision in such Assumed Contract or other restrictions prohibiting its assignment or transfer. The applicable Cure Notice, or Notice of Assumption and Assignment provided by the Debtors is sufficient to advise the non-Debtor counterparties to the Assumed Contracts that, pursuant to the Asset Purchase Agreement, Buyer's decision on which executory contracts and unexpired Leases will be assumed and assigned may not be made until after the entry of this Order. The authority hereunder for the Debtors to assume and assign any Assumed Contract to Buyer includes the authority to assume and assign an Assumed Contract, as amended.

W. **Validity of Transfer**. The transfer of the Acquired Assets to Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest Buyer with all any legal, equitable and beneficial right, title, and interest of the applicable Debtors in and to the Acquired Assets, free and clear of all Claims (other than Assumed Liabilities and Post-Closing Liens). The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

X. The Debtors (i) have full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Transactions have been duly and validly authorized by all necessary corporate action of the Debtors; and (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement. Upon entry of this Order, other than any consents identified

in the Asset Purchase Agreement, the Debtors need no consent or approval from any other Person to consummate the Transactions.

Y. The Transaction Documents are valid and binding contracts between the Debtors and Buyer and shall be enforceable pursuant to their terms. None of the Transaction Documents were entered into and none of the Debtors or Buyer have entered into the Asset Purchase Agreement or proposed to consummate the Sale Transaction for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession, or the District of Columbia. The Transaction Documents, the Sale Transaction itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the applicable Debtors, and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. None of the Debtors nor Buyer entered into the Asset Purchase Agreement or proposed to consummate the Sale Transaction fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to any of the foregoing.

Z. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and Buyer intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction

as contemplated by the Asset Purchase Agreement. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated by this Order.

AA. **Backup Bid**. Ralph Lauren Corporation (the "**Back-Up Bidder**") was designated as the Back-Up Bidder for that certain license agreement, effective as of June 15, 1981 (the "**License**"). The bid submitted by the Back-Up Bidder (the "**Back-Up Bid**") is the Back-Up Bid for the License and shall remain open as the Back-Up Bidder in accordance with the terms of the Bidding Procedures.

BB. **Legal and Factual Bases**. The legal and factual bases set forth in the Sale Motion, the Sale Declarations, and at the Sale Hearing establish just cause for the relief granted herein.

CC. **Necessity of Order**. Buyer would not consummate the transactions absent the relief provided for in this Order.

NOW THEREFORE, IT IS ORDERED THAT:

1. **Motion is Granted**. To the extent not already approved pursuant to the Bidding Procedures Order, the Sale Motion and the relief requested therein is granted and approved as set forth herein.

2. **Objections Overruled**. Except in the case of objections described in paragraph 3, 44 and 45 below, all objections, if any, and any and all joinders thereto, to the Sale Motion or the relief granted herein that have not been previously overruled, withdrawn with prejudice, waived, or settled as announced to this Court at the Sale Hearing, by stipulation filed with this Court, or as provided in this Order, and all reservations of rights included therein, are hereby overruled on the merits and with prejudice.

3. **Contract Objections**. If a counterparty to any Available Contract timely files, in accordance with the Bidding Procedures Order and paragraph 29 of this Sale Order, an

objection to the assumption and assignment to Buyer of such Available Contract, then such Available Contract shall be deemed a "**Disputed Contract**." The Debtors shall be authorized to resolve or settle any objections to the assumption and assignment of Disputed Contracts in accordance with the terms of the Asset Purchase Agreement (including section 2.8(c) thereof), including with respect to Cure Costs or necessary consents, and without need for any further order or action from this Court. All disputes regarding the assumption and assignment of executory contracts and unexpired Leases that have not been resolved, withdrawn or overruled are hereby adjourned to the next omnibus hearing, scheduled for September 11, 2020 at 2:00 p.m. EST.

4. **Notice**. Notice of the Sale Motion and Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006 and the Bidding Procedures Order.

5. **Fair Purchase Price**. The consideration provided by Buyer under the Asset Purchase Agreement is fair and reasonable, is the highest and best offer for the Acquired Assets, and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

6. **Approval of the Transaction Documents**. The Transaction Documents, including all of the transactions contemplated thereby, and all of the terms and conditions thereof, are hereby authorized and approved in their entirety. The failure specifically to include

any particular provision of the Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Transaction Documents, and the relevant Debtors' entry therein, be authorized and approved in their entirety.

7. **Consummation of Sale Transaction**. Pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to transfer the Acquired Assets in accordance with the terms of the Asset Purchase Agreement and the terms of this Order. The relevant Debtors, as well as their directors, officers, employees, and agents, are authorized to execute, deliver, and perform their obligations under and comply with the terms of the Transaction Documents and to consummate the Sale Transaction, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale Transaction and each of the transactions contemplated thereby pursuant to and in accordance with the terms and conditions of the Transaction Documents and this Order. For the avoidance of doubt, all Persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to Buyer in accordance with the Asset Purchase Agreement and this Order.

8. The relevant Debtors, their affiliates, and their respective directors, officers, employees, and agents, are authorized to execute and deliver, and authorized to perform under, consummate, and implement all additional notices, assumptions, conveyances, releases, acquittances, instruments and documents that may be reasonably necessary or desirable to implement the Transaction Documents, including the transfer and, as applicable, the assignment of all the Acquired Assets, the assumption of the Assumed Liabilities, and the assumption and assignment of all the Assumed Contracts, and to take all further actions as

may be (i) reasonably requested by Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to Buyer, or reducing to Buyer's possession, the Acquired Assets and/or (ii) necessary or appropriate to the performance of the obligations contemplated by the Transaction Documents, all without further order of this Court.

9. All Persons that are currently in possession of some or all of the Acquired Assets are hereby directed to surrender possession of such Acquired Assets to Buyer upon the Closing Date or at such later time as Buyer reasonably requests.

10. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to Buyer in accordance with the Asset Purchase Agreement and this Order, provided that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

11. Buyer has provided or will provide, as applicable, adequate assurance of future performance of and under the Assumed Contracts, within the meaning of 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Except as otherwise expressly provided herein, the Debtors' creditors and the holders of any Claims are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims in the Acquired Assets, if any, as such Claims may otherwise exist.

12. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transaction Documents.

13. **Transfer of Acquired Assets Free and Clear; Injunction**. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets in accordance with the terms of the Asset Purchase Agreement and this Order. The transfer of the Acquired Assets owned by the Debtors to Buyer in accordance with the Asset Purchase Agreement shall: (i) be valid, legal, binding, and effective; (ii) vest Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets; and (iii) be free and clear of all Claims against the Debtors and the Acquired Assets owned by the Debtors (except as otherwise expressly provided herein and including Claims of any Governmental Authority), but excluding Assumed Liabilities and Permitted Post-Closing Liens) in accordance with section 363(f) of the Bankruptcy Code.

14. Except as otherwise provided in the Asset Purchase Agreement or herein, all Persons (and their respective successors and assigns) including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Acquired Assets owned by the Debtors, arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets owned by the Debtors, the operation or ownership of the Acquired Assets by the Debtors prior to the Closing, or the Sale Transaction, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against Buyer, its Affiliates, successors, assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with

respect to any Claims: (i) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against Buyer, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Buyer, its Affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (iii) creating, perfecting, or enforcing any Claim against Buyer, its affiliates, any of their respective successors, assigns, assets (including the Acquired Assets), and/or properties; (iv) asserting a Claim as a setoff, right of subrogation, or recoupment of any kind against any obligation due against Buyer, its affiliates or any of their respective successors or assigns; or (v) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof. No such Person shall assert or pursue against Buyer or its Affiliates, successors or assigns any such Claim.

15. Except as expressly set forth in the Asset Purchase Agreement and the Transaction Documents, this Order (i) shall be effective as a determination that, as of the Closing all Claims have been unconditionally released, discharged and terminated as to Buyer and the Acquired Assets owned by the Debtors and that the conveyances and transfers described herein and in the Asset Purchase Agreement and the Transaction Documents have been effected, and (ii) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county and local officials and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise

record or release any documents or instruments that reflect that Buyer is the assignee and owner of the Acquired Assets, free and clear of all Claims, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "**Recording Officers**"). All Recording Officers are authorized to strike recorded encumbrances, claims, liens, and other interests against the Acquired Assets owned by the Debtors recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens, pledges, and other interests against the Acquired Assets owned by the Debtors recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable or appropriate, and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

16. Except as otherwise expressly provided herein, following the Closing, no holder of any Claim shall interfere with Buyer's title to or use or enjoyment of the Acquired Assets based on or related to any Claim or based on any actions or omissions by the Debtors, including any actions or omissions the Debtors may take in these chapter 11 cases.

17. Except as expressly set forth in the Asset Purchase Agreement and the Transaction Documents, Buyer and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever for any Claims, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether liquidated or unliquidated, whether asserted derivatively or vicariously, whether asserted based on Buyer's status as a transferee, successor, or otherwise, of any kind, nature, or character whatsoever, including Claims based on, relating

to, and/or arising under, without limitation: (i) any employment, labor, or collective bargaining agreement, or any employee pension or welfare plan participation agreement, employee pension or benefit plan trust agreement; (ii) any pension, multiemployer plan (as such term is used in Section 3(37) or Section 4001(a)(3) of ERISA (as defined below)), health or welfare, compensation or other employee plan, agreements, practices, and programs, including, without limitation, any pension or employee plan (including any Employee Benefit Plan) of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, any claims, rights, or causes of action that might arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (b) the Multi-Employer Pension Plan Amendments Act of 1980, including all amendments thereto, (c) the Fair Labor Standards Act, (d) Title VII of the Civil Rights Act of 1964, (e) the Federal Rehabilitation Act of 1973, (f) the National Labor Relations Act, (g) the Worker Adjustment and Retraining Notification Act of 1988, (h) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (i) the Americans with Disabilities Act of 1990, (j) the Consolidated Omnibus Budget Reconciliation Act of 1985, (k) state and local discrimination laws, (l) state and local unemployment compensation laws or any other similar state and local laws, (m) state workers' compensation laws, and/or (n) any other state, local, or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any of their

predecessors; (vi) any antitrust laws; (vii) any product liability or similar laws, whether state, federal, or otherwise; (viii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes (subject to paragraph 18); (ix) any bulk sales or similar laws; (x) any federal, state, or local tax statutes, rules, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xi) any federal or state common law doctrine of *de facto* merger, successor, transferee, or vicarious liability, substantial continuity liability, successor-in- interest liability theory, and/or any other theory of or related to successor liability; and (xii) any Excluded Liabilities. For the avoidance of doubt, Buyer shall not have (i) any liability with respect to any defined benefit pension plan, including the Pension Plans, or (ii) any withdrawal liability or liability with respect to any multiemployer plan, whether under a collective bargaining agreement or otherwise.

18. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets owned by the Debtors sold, transferred, or conveyed to Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction contemplated by the Asset Purchase Agreement and the Transaction Documents.

19. Immediately upon the later of (a) the indefeasible receipt by the Prepetition ABL Agent (as defined in the DIP Order) of the sum of $205,807,243, which shall be paid in full and complete satisfaction of the Prepetition ABL Obligations (as defined in the DIP Order), and (b) the Closing (the "**ABL Lien Release Date**"), the Prepetition ABL Parties (i)

shall be deemed to have automatically released all of the security interests, liens and pledges (including the Prepetition ABL Liens and any other Claims on the ABL Collateral) securing the Prepetition ABL Obligations or evidenced by the Prepetition ABL Documents with no further action (the "**ABL Release**") and (ii) are authorized and directed to take any such actions as may be reasonably requested by the Debtors to evidence the release of such security interests, liens and pledges, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or Buyer or as may be required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*. Upon the ABL Lien Release Date (x) the Debtors shall be authorized and directed to execute and file such statements, instruments, or releases on behalf of the Prepetition ABL Parties with respect to the ABL Release, and (y) Buyer shall be authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the ABL Release. For the avoidance of doubt, upon the occurrence of and subsequent to the ABL Lien Release Date, the Prepetition ABL Agent shall be deemed to have released all claims and liens against the Credit Parties (as defined in the Prepetition ABL Agreement). Subject to the Closing occurring, no costs or expenses of administration which have been or may be incurred in any of the Chapter 11 Cases at any time shall be charged against the Prepetition ABL Lenders, any of the Prepetition ABL Lenders' claims, or the ABL Collateral pursuant to sections 506(c) or 105(a) of the Bankruptcy Code, or otherwise, without the prior written consent of the Prepetition ABL Agent. Upon the occurrence of and subsequent to the ABL Lien Release Date, neither the Debtors nor the Committee shall commence a Challenge (as such term is defined in the DIP Order) with respect to the Prepetition ABL Obligations, Prepetition ABL Liens or Prepetition ABL Collateral (as

each term is defined in the DIP Order) and the Prepetition Lien and Claim Matters (as such term is defined in the DIP Order) as to the Prepetition ABL Parties (as such term is defined in the DIP Order) shall become binding, conclusive, and final on any person, entity, or party in interest in the Cases (as such term is defined in the DIP Order), and their successors and assigns, and in any Successor Case (as such term is defined in the DIP Order) for all purposes and shall not be subject to challenge or objection by any party in interest, including, without limitation, a trustee, responsible individual, examiner with expanded powers, or other representative of the Debtors' estates. Upon the occurrence of the ABL Lien Release the Debtors shall be deemed to have forever, unconditionally and irrevocably released, discharged and acquitted, the Prepetition ABL Agent and the Prepetition ABL Parties, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys advisors, professional and agents, past, present, and future, and their respective heirs, predecessors, successors and assigns of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses, debts, liens, actions and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether or not known or matured, arising out of or relating to, as applicable, the negotiations over and entry into the Prepetition ABL Documents, the Prepetition ABL Liens and/or the transactions contemplated hereunder or thereunder. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the Prepetition ABL Parties consent to the Sale Transaction and this Order is conditioned upon the Closing occurring on or before September 18, 2020, unless otherwise extended by the Prepetition ABL Agent (whose consent shall not be unreasonably withheld)

(the "**ABL Outside Date**"). In the event the Closing does not occur on or before the ABL Outside Date, such consent shall be of no force or effect and all rights of the Debtors, the Creditors' Committee and the Prepetition ABL Parties are reserved.

20. Immediately upon the later of (a) the indefeasible receipt by the DIP Agent (as defined in the DIP Order) of an amount sufficient to pay the DIP Obligations (as defined in the DIP Order) in full in cash (or pursuant to a credit bid in accordance with the Asset Purchase Agreement), and (b) the Closing (the "**DIP Lien Release Date**"), the DIP Parties (i) shall be deemed to have automatically released all of the security interests, liens and pledges (including the DIP Liens and any other Claims on the DIP Collateral) securing the DIP Obligations or evidenced by the DIP Documents with no further action (the "**DIP Release**") and (ii) are authorized and directed to take any such actions as may be reasonably requested by the Debtors to evidence the release of such security interests, liens and pledges, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or Buyer or as may be required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*. Upon the DIP Lien Release Date (i) the Debtors shall be authorized and directed to execute and file such statements, instruments, or releases on behalf of the DIP Parties with respect to the DIP Release and (ii) Buyer shall be authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the DIP Release and (iii) the DIP Parties shall be deemed to have released all claims and liens against the Credit Parties (as defined in the DIP Agreement). This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

21. On the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets, transferring good and marketable, indefeasible title and interest in all of the Acquired Assets to Buyer with effect at Closing of the Sale Transaction in accordance with the Transaction Documents.

22. To the maximum extent available under applicable law and to the extent provided for under the Asset Purchase Agreement, Buyer shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets and, to the maximum extent available under applicable law and to the extent provided for under the Transaction Documents, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Buyer as of the Closing. All existing licenses or permits applicable to the business shall remain in place for Buyer's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures.

23. **Distribution and Application of Sale Proceeds**. In accordance with the Asset Purchase Agreement, prior to the Closing, the Debtors shall provide to Buyer the Pre-Closing Statement, which shall indicate, among other things, that, at the Closing, Buyer shall pay to (i) the DIP Agent, a portion of the Purchase Price in an amount sufficient to pay the DIP Obligations (each as defined in the DIP Order) in full in cash; (ii) subject to the Closing occurring before the ABL Outside Date, the ABL Agent, the sum of $205,807,243, which amount shall be a full and complete satisfaction of the Prepetition ABL Obligations (as defined in the DIP Order); and (iii) the Debtors (in accordance with the terms of the Asset Purchase

Agreement), the balance of the Purchase Price remaining due and owing under the Asset Purchase Agreement. Following the payments provided for in this paragraph 23, subject to paragraphs 19 and 20 herein, all Liens that existed prior to Closing in the Acquired Assets owned by the Debtors shall attach to the remaining proceeds of the Sale Transaction in the same order of priority and with the same extent, validity, force, and effect that such Liens had prior to the Sale Transaction.

24. **Wind-Down Funding**. Notwithstanding the foregoing, upon the Closing, the Debtors are authorized to: (i) fund the Wind-Down Account (each as defined in the DIP Order) with a portion of the proceeds from the Sale in accordance with Section 6.24 of the DIP Agreement, and (ii) fund into the Professional Fees Account an amount equal to $12,000,000 in proceeds from the Sale (in excess of any amounts already in the Professional Fees Account) in accordance with paragraph 44(a)(ii) of the DIP Order.

25. **No Successor or Other Derivative Liability**. By virtue of the Sale Transaction, neither Buyer nor any of its Affiliates shall be deemed to: (i) be a legal successor, or otherwise deemed to be a successor, to any of the Debtors under any theory of law or equity; (ii) have, de facto or otherwise, merged with or into any or all Debtors or their estates; (iii) have a common identity or a continuity of enterprise with the Debtors; or (iv) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors; (v) to be the successor of or successor employer (as described under COBRA and applicable regulations thereunder) to the Debtors, including without limitation, with respect to any collective bargaining agreements (including Covered Collective Bargaining Agreements) and any employee benefit plans and any common law successorship liability, including with respect to withdrawal liability, (vi) be

the successor of or successor employer to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws, or (vii) to be liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Acquired Assets, other than as set forth in the Asset Purchase Agreement. To the maximum extent available under applicable law, Buyer's acquisition of the Acquired Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of the Closing (other than, to the extent applicable, any Assumed Liabilities), and the Acquired Assets shall not be subject to any Claims arising under or in connection with any Excluded Liability. The operations of Buyer and its Affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Acquired Assets.

26. **Assumption and Assignment of Assumed Contracts**. Except as otherwise expressly provided herein, the Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assumed Contracts to Buyer free and clear of all Claims, and to execute and deliver to Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to Buyer as provided in the Asset Purchase Agreement. Upon the assumption and assignment to Buyer of the applicable Assumed Contract at the Closing or during the Designation Rights Period, as applicable, and the payment of the applicable Cure Costs, Buyer shall be fully and irrevocably vested with all right, title, and interest of the relevant Debtors in, to, and under the Assumed Contracts and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be

relieved from any further liability with respect to the Assumed Contracts, except as provided in the Asset Purchase Agreement and the Transaction Documents. Buyer acknowledges and agrees that, from and after the Closing, it shall comply with the terms of each Assumed Contract in its entirety, including, without limitation, any indemnification obligations expressly contained in such Assumed Contract that could arise as a result of events or omissions that occur either before or after the Closing and any security deposit and/or maintenance reserve obligations pursuant to such Assumed Contracts.

27. All Cure Costs that have not been waived shall be determined in accordance with the Bidding Procedures Order or this Order and paid by Buyer in accordance with the terms of the Asset Purchase Agreement. Assumption and payment of the Cure Costs by Buyer shall be in full satisfaction and cure of any and all monetary defaults under the Assumed Contracts and is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Upon the assumption by a Debtor and the assignment to Buyer of any Assumed Contract, and the payment of any applicable Cure Costs, each non-Debtor counterparty to the Assumed Contracts is forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Buyer, their Affiliates, successors, or assigns, or the property of any of them, any default existing as of the effective date of such assumption and assignment, and (ii) exercising any rights or remedies against any Debtor or Buyer based on an asserted default that occurred on, prior to, or as a result of, the effective date of such assumption and assignment, including the type of default specified in section 365(b)(1)(A) of the Bankruptcy Code. Buyer has provided adequate assurance of future performance under the Assumed Contracts within the meaning of sections 365(b)(1)(c) and 365(f)(2)(B) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the

Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Buyer, of each of the Assumed Contracts. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement, the Buyer shall be liable for all obligations and liabilities under the Assumed Leases to the extent such obligations or liabilities arise or are (as required by the applicable lease) billed after the Closing, including, but not limited to any and all liabilities or obligations arising under the Leases with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees or other charges) when billed in the ordinary course regardless of whether such obligations or liabilities are attributable to the period prior to the Closing, in each case subject to the terms and conditions of the Assumed Lease. Nothing in the foregoing sentence shall limit the Debtors' obligations to the Buyer under the Asset Purchase Agreement with respect to rent or other charges that accrue prior to closing.

28. To the extent a non-Debtor counterparty to the Assumed Contracts has failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Cost at any time. Consistent with the Bidding Procedures Order, the non-Debtor counterparty to an Assumed Contract is forever bound by the applicable Cure Cost and, upon payment of such Cure Cost as provided herein and in the Asset Purchase Agreement, is hereby enjoined from taking any action against Buyer with respect to any claim for cure under the Assumed Contract. To the extent no timely Cure Objection or Adequate Assurance Objection has been filed and served with respect to an

Assumed Contract, the non-Debtor counterparty to such Assumed Contract is deemed to have consented to the assumption and assignment of the Assumed Contract to Buyer.

29. At the Closing, the Debtors shall assume and assign to Buyer each Assumed Contract designated by Buyer for assumption at the Closing pursuant to Schedule 2.8(b) to the Asset Purchase Agreement, and which Assumed Contracts are set forth on Exhibit B annexed hereto. In accordance with the terms of the Asset Purchase Agreement, during the Designation Rights Period, Buyer may deliver written notices (each, a "**Designation Notice**") to the Debtors designating any Designated Contract or Designated Lease that has not previously been designated for assumption and assignment or rejection for either (i) assumption and assignment to Buyer, or (ii) rejection. Any such Designation Notice must be provided by the Buyers to the Debtors at least five (5) days prior to expiration of the applicable Designation Rights Period. Within three (3) Business Days following the Debtors' receipt of any such Designation Notice, the Debtors shall provide written notice to the counterparty to such Designated Contract or Designated Lease of the Debtors' intent to assume and assign or reject such Designated Contract or Designated Lease, which notice shall include, among other things, a deadline (the "**Objection Deadline**") no less than seven (7) calendar days from the service of such notice to object to the assumption and assignment of such Designated Contract or Designated Lease. Upon the expiration of this Objection Deadline, no further Court approval shall be required for the transfer of such Contracts or Leases in accordance with the terms of the Asset Purchase Agreement beyond this Order unless (1) the Designation Counterparty timely serves an objection upon the Debtors and Buyer that relates to adequate assurance of future performance or a cure issue that could not have been raised in an objection to any Cure Notice prior to the Sale Hearing and pertains to matters arising after the Closing,

or (2) the Designation Counterparty otherwise consents to the assumption and assignment on terms mutually agreed by Buyer and the Designation Counterparty. To the extent a counterparty to a Contract or Lease timely files an objection with respect to the assumption and assignment or rejection of such Contract or Lease, the Debtors shall be authorized to settle or resolve such objection pursuant to the terms of the Asset Purchase Agreement and this Order without further order from this Court unless the objecting Designation Counterparty requests in writing that the Debtors seek an order of the Court enter a separate order confirming the terms of the assumption and assignment or rejection of the applicable Contract or Lease; provided, however, that if the Debtors, Buyer and objecting Designation Counterparty are unable to resolve such objection timely served, the Debtors shall schedule the matter for hearing on no less than five (5) Business Days' notice.

30. Notwithstanding Section 2.8(c) of the Asset Purchase Agreement, during the Designation Rights Period, Buyer may deliver a written notice to the Debtors of Buyer's entry into an agreement with a Designation Counterparty to any Designated Contract or Designated Lease pursuant to which such Designation Counterparty consents to the assumption and assignment to Buyer or its designee of such Designated Contract or Designated Lease on the terms set forth in such agreement (each, an "**Amended Designated Contract**" or "**Amended Designated Lease**", as applicable). The assumption and assignment of such Amended Designated Contract or Amended Designated Lease shall be effective on the date set forth in the written notice provided to the Debtors without further order of the Bankruptcy Court, unless the counterparty to the Designated Contract or Designated Lease requests in writing that the Debtors seek an order confirming the terms of the assumption and assignment of the applicable Contract or Lease.

31. The assignments of each of the Assumed Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

32. Nothing in paragraphs 29 and 30 of this Order or in the Asset Purchase Agreement shall override the limitations of Section 365(d)(4) of the Bankruptcy Code with respect to any unexpired Lease without further order of the Bankruptcy Court.

33. The Debtors' obligations to counterparties of unexpired Leases of non-residential real property pursuant to Section 365(d)(3) (as may be modified by other orders of the Court) through the effective date of assumption and assignment or rejection of such leases in accordance with the designation rights procedures in the Asset Purchase Agreement shall not be affected or modified by this Order.

34. **Ipso Facto Clauses**. Except as otherwise specifically provided for by order of this Court, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms, including all rights of Buyer as the assignee of the Assumed Contracts, notwithstanding any provision in any Assumed Contract (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, including any provision that prohibits or conditions the assignment or sublease of a Assumed Contract (including without limitation, the granting of a lien therein) or allows the non-Debtor counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, which shall constitute an unenforceable anti-assignment provision that is void and of no force and effect in connection with the transactions contemplated pursuant to this Order and the Asset Purchase Agreement. There shall be no, and all non-Debtor counterparties to any Assumed Contract

are forever barred and permanently enjoined from raising or asserting against the Debtors or Buyer any default, breach, termination, claim, penalty, pecuniary loss, rent or other acceleration of amount due thereunder, escalation, assignment fee, increase, or any other fee charged to Buyer or the Debtors as a result of (i) any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contracts; or (ii) the assumption or assignment of the Assumed Contracts in accordance with this Order and the Asset Purchase Agreement.

35. The failure of the Debtors or Buyer to enforce at any time one or more terms or conditions of any of the Assumed Contracts shall not be a waiver of such terms or conditions, or of the Debtors' and Buyer's rights to enforce every term and condition of the Assumed Contracts.

36. **Statutory Mootness**. The transactions contemplated by the Asset Purchase Agreement and the other Transaction Documents are undertaken by Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and were negotiated by the parties at arm's-length and, accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Acquired Assets to Buyer free and clear of Claims, unless such authorization is duly stayed before the Closing Date pending such appeal. Buyer is a good faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Order.

37. **No Avoidance of Asset Purchase Agreement**. Neither the Debtors nor Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Asset Purchase Agreement and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Asset Purchase Agreement or the Sale Transaction.

38. **Modification of Asset Purchase Agreement**. Subject to the terms of the Transaction Documents, including the Asset Purchase Agreement, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by the party against whom enforcement of any such modification, amendment, or supplement is sought, and in accordance with the terms thereof, without further order of this Court but upon notice to the Creditors' Committee; provided that notwithstanding any such modification, amendment, or supplement, the sale of the Acquired Assets to Buyer will still comply with the requirements of section 363 of the Bankruptcy Code; and, provided further, that no material modifications, amendments or supplements adversely affecting the Debtors' estates shall be made without notice to the Court and the Creditors' Committee and such material modifications, amendments or supplements shall be subject to Court order while the Chapter 11 Cases remain pending.

39. **Local Taxing Entities**. To the extent that Dickinson Independent School District, Harris County MUD #358, Harris County WCID #155, Woodlands Metro MUD, Woodlands RUD #1, City of Mercedes, Mercedes ISD, Arlington ISD, the Maricopa County Treasurer; Allen, Allen ISD, Bexar County, Cypress-Fairbanks ISD, Dallas County, El Paso,

Galveston County, Harris County, Hidalgo County, Montgomery County, Northwest ISD, Nueces County, San Marcos CISD, and Tarrant County (each, a "**Local Taxing Entity**", and collectively the "**Local Taxing Entities**") has a valid, perfected, enforceable, senior and non-avoidable lien on any proceeds from the Sale Transaction, and as adequate protection for the Local Taxing Entity's claims, proceeds sufficient to satisfy such Claims shall be segregated (for record-keeping purposes only) and maintained by the Debtors and may, in the Debtors' discretion, may be used to pay the Local Taxing Entity on account of such claims promptly following the sale. The liens asserted by the Local Taxing Entities (the "**Tax Liens**") shall attach to such proceeds to the same extent and with the same priority as the liens the Local Taxing Entities assert against such assets of the Debtors. Any funds maintained by the Debtors in accordance with the foregoing shall be solely for the purpose of providing adequate protection for the Tax Liens and shall neither constitute allowance of the claims of the Local Taxing Entities (the "**Tax Claims**"), nor a floor or cap on the amounts the Local Taxing Entities may be entitled to receive. Furthermore, all parties' rights to object to the priority, validity, amount and extent of the Tax Claims and the asserted Tax Liens are fully preserved. These funds may not be paid to any other party prior to payment of the claims of the Local Taxing Authorities absent their consent or on an order entered after notice to the Local Taxing Authorities.

40. **UniCredit**. To the extent that UniCredit S.p.A. – New York Branch ("**UniCredit**") has valid, perfected, enforceable, senior and non-avoidable liens on the Collateral (as defined in the *Limited Objection of UniCredit S.P.A. – New York Branch to the Debtors' Proposed Sale Transaction*, filed on August 7, 2020 [D.I. 340]), as adequate protection (i) the liens asserted by UniCredit (the "**UniCredit Liens**") in the Collateral shall

attach to the proceeds of the sale of the Collateral to the same extent and with the same priority, validity, and enforceability as the liens UniCredit asserts against the Collateral, and (ii) proceeds from the sale of the Collateral may be used by the Debtor to satisfy UniCredit's claim (the "**UniCredit Claim**"). The foregoing shall be solely for the purpose of providing adequate protection for the UniCredit Liens and shall neither constitute allowance of the UniCredit Claim, nor a floor nor cap on the amounts UniCredit may be entitled to receive. Furthermore, all parties' rights to object to the priority, validity, amount and extent of the asserted UniCredit Claim and UniCredit Liens are fully preserved. The adequate protection lien provided to UniCredit hereunder will not be waived, lost or diminished as a consequence of the proceeds of the Collateral being commingled with other assets of the Debtors' estates.

41. **Dixie Development**. As adequate protection (i) the liens (the "**Dixie Liens**") asserted by Dixie Development Company ("**Dixie**") in the Dixie Property (as defined in Dixie's *Limited Objection* filed on August 8, 2020 [D.I. 346]) shall attach to the proceeds of the sale of the Dixie Property to the same extent and with the same priority, validity, and enforceability as the liens Dixie asserts against the Dixie Property, and (ii) proceeds from the sale of the Dixie Property may be used by the Debtor to satisfy Dixie's claim (the "**Dixie Claim**"). The foregoing shall be solely for the purpose of providing adequate protection for the Dixie Liens and shall neither constitute allowance of the Dixie Claim, nor a floor nor cap on the amounts Dixie may be entitled to receive. Furthermore, all parties' rights to object to the priority, validity, amount and extent of the asserted Dixie Claim and Dixie Liens and to seek or object to satisfaction of the Dixie Claim are fully preserved. Proceeds from the sale in an amount sufficient to satisfy the Unpaid Note Obligations, shall be segregated (for record-keeping purposes only), and held until agreement of the parties or order of the Court regarding

the priority, validity, amount and extent of the asserted Dixie Claim and Dixie Liens, or satisfaction of the Dixie Claim.

42. **Certain Union Objection Rights Preserved**. Notwithstanding the procedures for assumption by the Debtors and assignment to Buyer of Assumed Contracts set forth in the Bidding Procedures Order and this Sale Order, in the event that the Debtors intend to assume and assign to the Buyer any non-residential real property lease underlying a retail store (a "**Store**") covered by a Specified Collective Bargaining Agreement, the Debtors shall provide written notice to Workers United of such intent and of the deadline to object to such assumption and assignment, which deadline shall be no earlier than ten (10) days following the service of such notice. To the extent Workers United timely files an objection with respect to the assumption and assignment of such lease, the Debtors shall be authorized to settle or resolve such objection without further order from this Court; provided, however, that if the Debtors, Buyer, and Workers United are unable to resolve such objection timely served, the Debtors shall schedule the matter for hearing on no less than five (5) Business Days' notice. For purposes of this paragraph 43, "Specified Collective Bargaining Agreements" means each of the following collective bargaining agreements of the Debtors: (i) that certain collective bargaining agreement involving the 188, The Mid-Atlantic Regional Joint Board of Workers United Washington DC Union, (ii) that certain collective bargaining agreement involving the 352, Philadelphia Joint Board, Worker's United, (iii) that certain collective bargaining agreement involving the 42J, Western States Regional Joint Board, (iv) that certain collective bargaining agreement involving the 5, Chicago and Midwest Regional Joint Board, Workers United A/W SEIU, and (v) that certain collective bargaining agreement involving the 55D, Workers United, Western States Regional Joint Board. The litigation of any objection by

Workers United following a notice at the time and as provided in this Paragraph, and any discussions that the parties may have in attempting to resolve it, shall be without prejudice to the position or rights of any party.

43. **Brooks Sports**. Consideration of the *Limited Objection of Brooks Sports, Inc. to Motion of Debtors for Entry of Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (C) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, (III) Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 347] (the "**Brooks Objection**"), is hereby adjourned to September 11, 2020 at 2:00 p.m. EST. Nothing herein shall be deemed to alter, modify or otherwise prejudice any rights and remedies of Brooks Sports, Inc., nor any of the arguments and positions, in each case set forth in the Brooks Objection, all of which are reserved.

44. **Ralph Lauren**. Consideration of the *Limited Objection and Reservation of Rights of Ralph Lauren Corporation to (I) Motion of Debtors for Entry of Order Approving (A) Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (II) Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts or Unexpired Leases in Connection with Sale Transaction* [D.I. 348] (the "**Ralph Lauren Objection**"), is hereby adjourned to September 11, 2020 at 2:00 p.m. ET, and the License shall not be deemed assumed and assigned, sold, or otherwise transferred to Buyer unless and until such objection is resolved or overruled. Nothing herein shall be deemed to

alter, modify or otherwise prejudice any rights and remedies of Ralph Lauren Corporation, nor any of the arguments and positions, in each case set forth in the Ralph Lauren Objection, all of which are reserved.

45. **PBGC**. Notwithstanding anything to the contrary, no provision contained in the Asset Purchase Agreement or this Order shall alter any rights or obligations under applicable law, government policy, or regulatory provision with respect to the Brooks Brothers Pension Plan or the Retail Brand Alliance, Inc. Pension Plan (collectively, the "**Pension Plans**") by, among other things, discharging, releasing, exculpating or relieving any Person other than Buyer and its affiliates existing before the Closing, and its and their respective successors and assigns (but not including any individuals who were employees, directors, officers, or shareholders of the Debtors prior to the Closing) from any liability with respect to the Pension Plans. The Pension Benefit Guaranty Corporation ("**PBGC**") and the Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility against any Person except Buyer and its affiliates, and its and their respective successors and assigns.

46. **Records Retention**. The Debtors are either the contributing sponsor or member of the contributing sponsor's controlled group with respect to the Pension Plans. All documents and records of the Pension Plans (the "**Pension Plan Documents**") shall be stored and preserved by the Debtors until the PBGC has completed its investigation regarding the Pension Plans. If any Pension Plan Documents are transferred to the Buyer, the Debtors shall retain copies to comply with this provision of the Sale Order. Pension Plan Documents may be in hard copy or electronic form and may include, but are not limited to, any Pension Plan governing documents, actuarial documents, records and statements of the Pension Plans' assets, board resolutions relating to the Pension Plans, and employee and personnel records of

the employees who participate in the Pension Plans. The Debtors shall not abandon or destroy any Pension Plan Documents and shall make the Pension Plan Documents available to the PBGC for inspection and copying.

47. **Infor (US), Inc**. Notwithstanding anything to the contrary contained in this Order or the Purchase Agreement, this Order does not (i) approve the sale or transfer of (a) the software (the "**Infor Software**") of Infor (US), Inc. ("**Infor**") or (b) any rights under the Infor Agreements[9] or (ii) grant any rights to possess or use the Infor Software to any purchaser of any of the Debtors' assets. For the avoidance of doubt, no purchaser of the Debtors' assets shall receive any rights to possess, use, or otherwise benefit from the Infor Software as a result of entry of this Order; provided, however, a purchaser and Infor may agree to enter into a license (or licenses) for such purchaser's possession and use of the Infor Software. Absent further order of the Court or the written agreement of Infor, the Buyer shall have no right, by virtue of this Order, the Asset Purchase Agreement, or the occurrence of the Closing, to possess, use, or otherwise benefit from the Infor Software.

48. **Adequate Assurance Deposit**. For the avoidance of doubt, and notwithstanding anything else to the contrary herein or in the Asset Purchase Agreement, the Adequate Assurance Deposit (as defined in D.I. 10) and any deposits provided to and held by a Utility Provider (as defined in D.I. 10) as adequate assurance of future payment shall not be Acquired Assets transferred to the Buyer as part of the Sale Transaction.

49. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local

[9] Capitalized Terms used in this paragraph but not otherwise defined herein shall have the meanings ascribed to them in the *Limited Objection and Reservation of Rights of Infor (Us), Inc. With Respect To Proposed Sale Of Substantially All Of The Debtors' Assets And Proposed Assumption And Assignment Of Executory Contracts* [D.I. 347].

Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction and the Debtors and Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing, or risk its appeal will be foreclosed as moot.

50. **Binding Effect of this Order**. The terms and provisions of the Asset Purchase Agreement and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, Buyer and its affiliates, successors, and assigns, and any affected third parties, including all Persons asserting Claims, notwithstanding any subsequent appointment of any trustee, examiner, or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, or receiver. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized to (i) operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of the Transaction Documents and (ii) perform under the Transaction Documents without the need for further order of this Court.

51. **Conflicts; Precedence**. In the event that there is a direct conflict between the terms of this Order and the terms of the Transaction Documents, the terms of this Order shall control.

52. **Automatic Stay**. Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Transaction Documents or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Order.

53. **Provisions Non-Severable**. The provisions of this Order are non-severable and mutually dependent.

54. **Discharge of Indebtedness**. Any discharge of indebtedness that might otherwise be recognized for U.S. income tax purposes as income from discharge of indebtedness by the Debtors as a result of the performance of any obligation or taking of any other action contemplated by the Asset Purchase Agreement, and any discharge or release of indebtedness as result of the Asset Purchase Agreement, is hereby granted by the Court.

55. **Retention of Jurisdiction**.This Court shall retain jurisdiction to, among other things, (i) interpret, enforce, and implement the terms and provisions of this Order and the Asset Purchase Agreement (including all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith) and (ii) adjudicate disputes related to this Order and the Asset Purchase Agreement (including all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith).

Dated: August 14th, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "R"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–11785 (CSS)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: Docket No. 534**

ORDER APPROVING STIPULATION AND AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION REGARDING SALE ORDER AND RELEASE OF LIENS AND CLAIMS

Upon consideration of the *Stipulation and Agreement with Wells Fargo Bank, National Association Regarding Sale Order and Release of Liens and Claims*, a copy of which is attached hereto as **Exhibit 1** (the "**Stipulation**"); and the Court having determined that good and adequate cause exists for approval of the Stipulation; it is hereby **ORDERED** that:

1. The Stipulation is approved.

2. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A), BBD Holding 2, LLC (N/A), BBDI, LLC (N/A), Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

3. This Court retains jurisdiction with respect to all matters arising from or related to the Stipulation and this Order.

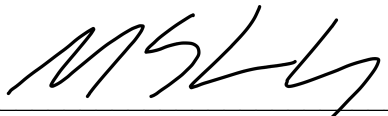
Dated: August 31st, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT "S"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.



MARK SHEELEY
Commissioner for Taking Affidavits

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS GROUP, INC., *et al.*,	:	**Case No. 20–11785 (CSS)**
Debtors. [1]	:	**(Jointly Administered)**

STIPULATION AND AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION REGARDING SALE ORDER AND RELEASE OF LIENS AND CLAIMS

This stipulation and agreement ("**Agreement**") sets forth certain agreed terms by and among Brooks Brothers Group, Inc., a Delaware corporation ("**BBGI**"), Brooks Brothers Canada Ltd., a Canada limited company ("**BB Canada**"), the other direct and indirect wholly-owned subsidiaries of BBGI that are party to the Asset Purchase Agreement (as defined below) (together with BBGI and BB Canada, each a "**Seller**" and, collectively, the "**Sellers**"), and the other debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and (ii) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacities, the "**Agent**") pursuant to the Credit Agreement (as defined below). The Debtors, Sellers, and the Agent are referred to collectively in this Agreement as the "**Parties**," and, each, as a "**Party**." The Parties hereby stipulate and agree as follows:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Brooks Brothers Group, Inc. (8883); Brooks Brothers Far East Limited (N/A); BBD Holding 1, LLC (N/A); BBD Holding 2, LLC (N/A); BBDI, LLC (N/A); Brooks Brothers International, LLC (N/A); Brooks Brothers Restaurant, LLC (3846); Deconic Group LLC (0969); Golden Fleece Manufacturing Group, LLC (5649); RBA Wholesale, LLC (0986); Retail Brand Alliance Gift Card Services, LLC (1916); Retail Brand Alliance of Puerto Rico, Inc. (2147); and 696 White Plains Road, LLC (7265). The Debtors' corporate headquarters and service address is 346 Madison Avenue, New York, New York 10017.

RECITALS

A. On July 8, 2020 (the "**Petition Date**"), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. BBGI, BB Canada and certain other Debtors (the "**Loan Parties**"), the Agent and the lenders from time to time party thereto (the "**Lenders**", and collectively with the Agent, the "**Prepetition ABL Parties**") are party to that certain Credit Agreement, dated as of June 28, 2019 (as amended by that certain First Amendment to Credit Agreement dated as of April 22, 2020 and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Credit Agreement**"), pursuant to which the Lenders agreed, subject to the terms and conditions contained therein, to extend credit to the Loan Parties.

C. The Sellers and SPARC Group LLC, a Delaware limited liability company (the "**Buyer**"), have entered into that certain *Asset Purchase Agreement*, dated as of July 23, 2020 (as amended by that certain *First Amendment to the Asset Purchase Agreement* dated as of August 11, 2020, and as may be amended by that certain *Second Amendment to the Asset Purchase Agreement*, the "**Asset Purchase Agreement**" or "**APA**"), setting forth the terms and conditions upon which Buyer would acquire the Acquired Assets (as defined in the APA), on the terms and subject to the conditions contained in the APA (the "**Sale Transaction**").

D. On August 14, 2020, the Bankruptcy Court entered an order [D.I. 444] (the "**Sale Order**") which, *inter alia*, authorized the Sellers' entry into and performance of the Asset Purchase Agreement and the Sale Transaction, which is expected to close on August 31, 2020.

E. Pursuant to paragraph 19 of the Sale Order, the Agent shall be deemed to have released all claims and liens against BB Canada immediately upon the later of (i) the indefeasible receipt by the Agent of the sum of $205,807,243 (the "**Payment Amount**"), which shall be paid in full and complete satisfaction of the Prepetition ABL Obligations (as defined in the DIP Order [D.I. 443]), and (ii) the Closing (as defined in the APA).

F. The Sellers agreed to pay the Payment Amount to the Agent in accordance with the Sale Order with the expectation that all Collateral owned by BB Canada (the "**Canadian Collateral**"), including Inventory owned by BB Canada (which, as of August 28, 2020, has (i) an estimated cost value of $8,249,681, and (ii) an implied value of $7,243,698 (the "**Canadian Collateral Value Amount**"), based solely on the Payment Amount), would be sold, transferred and assigned to the Buyer under the APA.

G. The Sellers and the Buyers anticipate entering into that certain *Second Amendment to the Asset Purchase Agreement* (the "**Second Amendment**"), which will, *inter alia*, facilitate the sale, transfer and assignment of all Canadian Collateral by BB Canada to Buyer following entry of an order from a court of competent jurisdiction in Canada authorizing the sale of BB Canada's assets that would otherwise constitute Acquired Assets (the "**Canadian Sale**").

H. The Debtors, Sellers, and the Agent now enter into this stipulation to (a) confirm that notwithstanding that the conveyance of the Canadian Collateral will occur post-Closing, the Debtors shall still pay the full Payment Amount to the Agent upon the Closing, (b) stipulate that, as consideration for the Debtors providing the Agent the full Payment Amount

(including the Canadian Collateral Value Amount) in respect of the anticipated post-Closing sale, transfer and assignment of the Canadian Collateral, the Agent shall retain (rather than release) its liens and claims against BB Canada, on behalf of and solely for the benefit of the Debtors, and shall turnover any proceeds of the Canadian Collateral received by the Agent after the date of this Agreement to BBGI, and (c) affirm that the Buyer will pay the purchase price related to the Canadian Collateral directly to BBGI upon the conveyance of the Canadian Collateral (the "**Canadian Collateral Proceeds**"), in accordance with and subject to the terms and conditions of the APA.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS (WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, AND THE MUTUAL COVENANTS HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES THAT:

1. Notwithstanding anything to the contrary in the Sale Order or DIP Order, upon the later of (a) the indefeasible receipt by the Agent of the Payment Amount, and (b) the Closing, the Agent shall not be deemed to have released any of its security interests, liens, and pledges against BB Canada (the "**BB Canada Liens**") and shall retain a claim against BB Canada in the amount of the Prepetition ABL Obligations *less* the Payment Amount (which remaining claim is in excess of $8.3 million dollars (the "**BB Canada Claim**")), in each case, on behalf of and solely for the benefit of the Debtors.

2. Pursuant to the APA, the Buyer shall pay the Canadian Collateral Proceeds to the Debtors upon the conveyance of the Canadian Collateral to the Buyer pursuant to the Canadian Sale in accordance with the APA. Subject to the Agent receiving the Payment Amount upon the Closing of the Sale Transaction, any proceeds of the Canadian Collateral received by the Agent in respect of the BB Canada Liens or the BB Canada Claim after the date of this Agreement

shall be held in trust by the Agent, on behalf of and solely for the Debtors, and shall be remitted to the Debtors by wire transfer of immediately available funds within three (3) Business Days after the receipt of such proceeds. Upon the delivery of a written notice from BBGI to the Agent that the Agent shall release the BB Canada Claims and BB Canada Liens and payment by the Debtors of the legal fees and expenses required to be paid pursuant to paragraph 3 below, the Prepetition ABL Parties shall be deemed to have automatically released the BB Canada Claim and BB Canada Liens. Unless otherwise consented to by the Debtors and BB Canada, each of the Prepetition ABL Parties shall forbear from taking any Enforcement Actions (as defined in the DIP Order) against BB Canada as a result of the occurrence and continuation of any of the ABL Events of Default (as defined in the DIP Order).

3. The Sellers shall pay the reasonable and documented out-of-pocket costs and expenses incurred by the Agent (including reasonable and documented fees, charges and disbursements of legal counsel and financial advisors of the Agent, limited to one single firm of primary counsel and one local counsel in Canada) in connection with (a) the drafting, negotiation and administration of this Agreement and (b) the administration of any insolvency proceeding commenced by BB Canada. In accordance with Section 10.4 of the Credit Agreement, the Sellers shall indemnify and hold harmless each of the Prepetition ABL Parties from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the fees, charges and disbursements of any counsel for any of them), incurred by any of them or asserted against any of them by any third party or by any Debtors or Sellers arising out of, in connection with, or as a result in connection with the execution and delivery of this Agreement, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby.

4. Other than the Sale Order and DIP Order, there are no other understandings, express or implied, among the Sellers and the Agent regarding the subject matter hereof or thereof. This Agreement modifies and supplements the terms and provisions of the Sale Order related to release of the BB Canada Liens and the BB Canada Claim. For the avoidance of doubt, (i) nothing contained herein shall limit or modify the indefeasible payment of the Payment Amount to the Prepetition ABL Parties under the Sale Order and DIP Order, and (ii) the ABL Release Date (as defined in the Sale Order) shall be deemed to have occurred except as expressly modified herein. In the event of any conflict between the Sale Order and this Agreement, the terms and provisions of this Agreement shall control. Each of the undersigned who executes this Agreement by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Agreement on behalf of such Party.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Agreement to present any copies, electronic copies, or facsimiles signed by the Parties and the Buyer here to be charged.

6. This Agreement shall not be modified, altered, amended, or vacated without the written consent of the Parties.

7. The terms and provisions of this Agreement immediately shall be effective and enforceable, and shall thereafter be binding upon the Parties and their respective affiliates and successors.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that the Bankruptcy Code applies, without

regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

9. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first below written.

Dated: August 30, 2020

By: **BROOKS BROTHERS GROUP, INC.**, on behalf of itself and its Debtor and Seller Affiliates

Name: Stephen Marotta
Title: Chief Restructuring Officer

By: **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Agent

Name: Michele Riccobono
Title: Authorized Officer

THIS IS **EXHIBIT "T"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

SECOND AMENDMENT TO THE
ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO THE ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of August 31, 2020 (the "Amendment Date"), by and among Brooks Brothers Group, Inc., a Delaware corporation ("BBGI") and the direct or indirect wholly-owned Subsidiaries of BBGI signatory hereto (together with BBGI, each a "Seller" and, collectively, "Sellers"), and SPARC GROUP LLC, a Delaware limited liability company ("Buyer"). Each Seller and Buyer are referred to herein as a "Party" and, collectively, as the "Parties".

WHEREAS, the Parties have previously entered into that certain Asset Purchase Agreement, dated as of July 23, 2020 (as amended by that certain First Amendment, dated as of August 11, 2020, the "Asset Purchase Agreement"), setting forth the terms and conditions upon which Buyer would acquire the Acquired Assets (as defined in the Asset Purchase Agreement), on the terms and subject to the conditions contained in the Asset Purchase Agreement;

WHEREAS, Section 9.5 of the Asset Purchase Agreement provides that the Asset Purchase Agreement may be amended by a writing that is signed by each Party;

WHEREAS, the Parties now intend to amend the Asset Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set out and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

1. Amendments to Section 1.1.

a. Clause (cc) of the definition of "Acquired Assets" in Section 1.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "accounts receivable of Sellers which consist of (i) accounts payable of any Designated Foreign Subsidiary (other than any JV) the equity interests of which are sold, assigned or transferred in accordance with Section 6.11 or any Transferred Entity, other than accounts payable of any such a Designated Foreign Subsidiary or Transferred Entity permitted to be paid in accordance with Section 5.2(a)(II) or (III) or (ii) accounts payable of The Paradies Shops, LLC or any of its Affiliates other than accounts payable that constitute royalty payments or licensing receivables."

b. The definition of "Excluded Inventory" in Section 1.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

> "Excluded Inventory" means inventory of the Business that is (i) not saleable in the ordinary course because it is so damaged or defective that it cannot reasonably be

used for its intended purpose; (ii) the Canadian Inventory; or (iii) not transferable to Buyer under applicable Law."

c. The following new defined terms are hereby added to Section 1.1 of the Asset Purchase Agreement:

""Canadian Assets" has the meaning set forth in Section 6.12."

""Canada Closing Date" has the meaning set forth in Section 6.12."

""Canadian Court" has the meaning set forth in Section 6.12."

""Canadian Inventory" means all Inventory located in Canada."

""Canadian Inventory Purchase Price" means the product of (a) the aggregate Inventory Value of the Canadian Inventory as of the Canada Closing Date multiplied by (b) 0.75."

""Canadian Sale Order" means an order or orders of a court of competent jurisdiction in Canada in form and substance reasonably acceptable to Buyer and Sellers approving the sale of the Canadian Inventory pursuant to Section 6.12 of this Agreement, free and clear of all Liens (other than Permitted Post-Closing Liens)."

""Estimated Customer Deposit Balance" means Sellers' good faith estimate of the aggregate Customer Deposit Balance."

""Final Order" means an order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect and is no longer subject to appeal."

""Proration Time" has the meaning set forth in Section 2.10(a)."

""Italy Sourcing Employees Payment Amount" means $244,000."

2. Amendment to Section 2.3(a). Section 2.3(a) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Subject to adjustment pursuant to Section 2.7, the consideration for the Acquired Assets shall be (i) an aggregate Dollar amount equal to (A) $325,000,000, *minus* (B) the amount of the Credit Bid (if any), *plus* (C) the Estimated Inventory Adjustment Amount (which, for the avoidance of doubt, shall exclude any amounts in respect of Canadian Inventory); *minus* (D) the Estimated Customer Deposit Balance; *minus* (E) the Italy Sourcing Employees Payment Amount (such amount, the "Closing Date Purchase Price"), (ii) at the option of the DIP Lenders, an aggregate credit bid of all or any portion of the DIP Obligations (as defined in the DIP Order) (the "Credit Bid" which, together with the Closing Date Purchase Price,

as adjusted pursuant to Section 2.7, shall be the "Purchase Price") and (iii) Buyer's assumption of the Assumed Liabilities."

3. Amendment to Section 2.3(c). Section 2.3(c) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(c) At least five (5) Business Days prior to the Closing Date, Sellers shall prepare and deliver to Buyer a statement (the "Pre-Closing Statement") setting forth, together with reasonable supporting detail, the Estimated Customer Deposit Balance, the Estimated Inventory Value and the resulting Estimated Inventory Adjustment Amount, if any. Sellers shall make their relevant financial records and personnel available to Buyer and its accountants and other Representatives prior to the Closing at reasonable times for purposes of review of the Pre-Closing Statement. Sellers shall consider in good faith Buyer's comments, if any, to the Pre-Closing Statement or any of the components thereof or calculations therein and Buyer and Sellers shall negotiate in good faith to resolve any such disagreements. If Buyer and Sellers are unable to resolve any such disagreements prior to the Closing, Sellers' proposed Pre-Closing Statement and the components thereof and calculations contained therein, with such changes as have been agreed upon by Buyer and Sellers, shall control for the purposes of the payments to be made at Closing and shall not limit or otherwise affect Buyer's remedies under this Agreement or otherwise constitute an acknowledgement by Buyer of the accuracy of the Purchase Price."

4. Amendment to Section 2.4. Section 2.4 of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 10:00 a.m., New York City time, on August 31, 2020 (the "Closing Date") provided that all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in Article VII (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived as of such date, or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto, or, if the Closing has not occurred by August 31, 2020 as a result of such conditions to the obligations of Sellers and Buyer (other than the conditions that by their nature are to be satisfied at the Closing itself) not being satisfied or waived, then the Closing Date shall instead be the earliest practicable Business Day after such conditions are satisfied or waived. For purposes of this Agreement and the transactions contemplated hereby, so long as the Closing occurs on August 31, 2020, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Acquired Assets, shall be deemed to be effective, as of 12:01 a.m., New York City time, on August 30, 2020 (including for accounting purposes), but after giving effect to any actions taken by Sellers on or after such date prior to the Closing."

5. Amendment to Section 2.5(a)(i). Section 2.5(a)(i) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(i) the amount equal to (A) the Closing Date Purchase Price, *minus* (B) the Escrow Amount and all accrued investment income thereon, which shall be released to Sellers (or such other Person(s) as agreed between Sellers and Buyer) by the Escrow Agent, *minus* (C) (1) an amount equal to the product of (x) 0.10 multiplied by (y) the lesser of (I) the Estimated Inventory Value and (II) the Target Inventory Value *minus* (2) $5,000,000 (such amount, the "Holdback Amount") by wire transfer of immediately available funds into an account (or accounts) designated in advance by Sellers; and"

6. Amendment to Section 2.5(c). Section 2.5(c) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(c) At the Closing, Buyer will deliver to Sellers (i) the Bill of Sale duly executed by Buyer; (ii) the Assignment and Assumption Agreement duly executed by Buyer; (iii) a duly executed Assignment and Assumption of Lease with respect to each of the Leases for the Stores that is an Assumed Lease as of the Closing; (iv) a duly executed certificate from an officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) are satisfied; and (v) the Occupancy Agreement duly executed by Buyer."

7. Amendment to Section 2.7(a). Section 2.7(a) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(a) Determination of Purchase Price After Closing. No later than forty-five (45) calendar days after the Closing Date (or, if the Inventory Report (as defined in Schedule 2.6) is delivered to Buyer after the Closing Date, forty-five (45) calendar days following the date of delivery of the Inventory Report; provided, that in any event no later than November 1, 2020), Buyer shall deliver a statement to Sellers (the "Closing Statement") setting forth Buyer's calculations, together with reasonable supporting detail, of (i) the Seller Proration Amount, if any, (ii) the Buyer Proration Amount, if any, (iii) the Customer Deposit Balance and (iv) the Inventory Value and the resulting Inventory Adjustment Amount, in each case, calculated in accordance with the terms and definitions set forth in this Agreement and after giving effect to any actions taken by Sellers on the Closing Date prior to the Closing."

8. Amendment to Section 2.7(c)(i). Section 2.7(c)(i) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

> "(i) If the computation of (A) the Inventory Adjustment Amount (as finally determined in accordance with this Section 2.7) *minus* the Estimated Inventory Adjustment Amount (which calculation may be a negative number), *plus* (B) the Seller Proration Amount, if any (as finally determined pursuant to this Section 2.7), *minus* (C) the Buyer Proration Amount, if any (as finally determined in accordance

with this Section 2.7) *minus* (D) the Customer Deposit Balance (as finally determined in accordance with this Section 2.7) *minus* the Estimated Customer Deposit Balance (which calculation may be a negative number) (the computation of the preceding clauses (A)-(D) constituting the "Adjustment Amount") is a positive number, then (1) Buyer shall promptly (but in any event within three (3) Business Days) pay to Sellers an amount equal to the Adjustment Amount by wire transfer of immediately available funds and (2) Buyer and BBGI shall promptly (but in any event within three (3) Business Days) deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to promptly release to Sellers the entire Holdback Amount from the Holdback Account; provided, that in no event shall Buyer's Liability in respect of the Adjustment Amount exceed an amount equal to the Holdback Amount."

9. Amendment to Section 2.8(e). Section 2.8(e) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(e) Buyer shall be responsible for any and all payment Liabilities (including Taxes) of Buyer, Sellers or any of their respective Affiliates (i) under the Designated Contracts and Designated Leases, in each case that are incurred and come due and payable during the period from and after 12:01 a.m. on September 1, 2020, in the case of Designated Leases, and from and after 12:01 a.m. on August 30, 2020 in the case of Designated Contracts, in each case through the effective date of such Designated Contract's or Designated Lease's assumption and assignment to Buyer or rejection by any Seller in accordance with this Agreement or (ii) as a result of, arising out of or in connection with the operation of any Store or distribution center governed by any such Designated Contracts or Designated Leases (other than, for the avoidance of doubt, any amounts described in the preceding clause (i)), in each case that are incurred and come due and payable during the period from and after 12:01 a.m. on August 30, 2020 through the effective date of such Designated Contract's or Designated Lease's assumption and assignment to Buyer or rejection by any Seller in accordance with this Agreement. All such Liabilities incurred during and attributable to such period but that become due and payable after such effective date shall be prorated using the proration method set forth in Section 2.10 as appropriately modified to reflect the fact that the proration shall occur as of the effective date of the assignment and assumption or rejection and that Buyer is responsible for the prorated charges through such effective date. For the avoidance of doubt, Buyer shall pay all such Liabilities on a current basis as and when they come due and payable."

10. Amendment to Section 2.8(l). Section 2.8(l) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"(l) In the case of any executory Contract or Lease of Canadian Seller listed on Schedule 2.8(a), to the extent insolvency proceedings are commenced with respect to Canadian Seller pursuant to Section 6.12 or otherwise, Sellers and Buyer shall cooperate in good faith to provide for treatment of each such Contract or Lease pursuant to such insolvency proceedings substantially similar to that set forth in

Section 2.8(b)-(k), to the extent permitted by or otherwise in accordance with applicable Canadian Law; *provided*, that upon the commencement of an insolvency proceeding being commenced with respect to Canadian Seller, as between Buyer and Sellers (a) Canadian Seller shall be responsible for any payment Liabilities of Canadian Seller accrued under the Designated Contracts or Designated Leases of Canadian Seller until the later of (i) 15 days following the commencement of such proceeding, and (ii) the entry of the Canadian Sale Order, and (b) Buyer shall be responsible for any all payment Liabilities of Canadian Seller under the Designated Contracts or Designated Leases thereafter; *provided*, *further*, that if Buyer provides a notice of rejection in accordance with Section 2.8(c) in respect of any Designated Contract or Designated Lease, and Canadian Seller provides written notice to the counterparty to such Designated Contract or Designated Leases in accordance with the timeline provided for in Section 2.8(c) (the "Rejection Notice"), and an order of the Canadian Court approving such rejection is not entered by the Canadian Court within 30 days of the delivery of such Rejection Notice, then provided that the Canadian Court shall have entered the Canadian Sale Order, the Buyer and Canadian Seller shall share all payment Liabilities of Canadian Seller under such Designated Contracts and Designated Leases after such 30-day period on an equal basis until such rejection is approved by the Canadian Court. To the extent insolvency proceedings are not commenced with respect to Canadian Seller, the provisions of Section 2.8(b)-(k) shall not apply to the executory Contracts and Leases of Canadian Seller. For the avoidance of doubt, Buyer shall not be liable or responsible for any payment Liabilities of Canadian Seller under the Designated Contracts or Designated Leases of Canadian Seller in respect of the period prior to the commencement of an insolvency proceeding with respect to Canadian Seller pursuant to Section 6.12 or otherwise unless such Designated Contract or Designated Lease is assumed and assigned to Buyer, in which case Buyer shall be responsible for applicable Buyer Cure Costs."

11. Amendment to Section 2.10(a)-(b). Section 2.10(a) and (b) of the Asset Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(a) On the Closing Date all monthly payments for the month in which the Closing occurs (including base rent, common area maintenance fees, and utility charges) under the Assumed Leases (the "Prorated Charges") shall be apportioned and prorated between Sellers on the one hand and Buyer on the other hand as of 12:01 a.m. on September 1, 2020 (the "Proration Time") with (i) Buyer bearing the expense of Buyer's proportionate share of such Prorated Charges that shall be equal to the product obtained by multiplying (A) a fraction, the numerator being the amount of the Prorated Charges under the applicable Lease and the denominator being the total number of days in the lease month in which the Closing Date occurs, times (B) the number of days in such lease month from and after the Proration Time and paying such amount to Sellers to the extent payment for such Prorated Charges has been made by Sellers prior to the Closing Date and not already taken into account in the Adjustment Amount, and (ii) Sellers bearing the remaining portion of such Prorated Charges (and paying the amounts thereof to Buyer to the extent payment for such Prorated Charges has not been previously made by Sellers and

not already taken into account in the Adjustment Amount). The net amount of all Prorated Charges owed to Buyer and Sellers under this shall be referred to as the "Buyer Proration Amount" if owed to Buyer or the "Seller Proration Amount" if owed to Sellers. Except as set forth in this Section 2.10 and in Section 6.4, no amounts paid or payable under or in respect of any Acquired Asset or group of Acquired Assets shall be apportioned and prorated between Sellers and Buyer.

"(b) As to all non-monthly real estate related payments under the Assumed Leases, the same shall be apportioned between Sellers and Buyer as of the Proration Time. If any amounts are payable in installments, all installments due through the day prior to the Proration Time together with the accrued but unpaid portion of any other installments not yet due as of such time shall be prorated based on the periods of time covered by such installments occurring before but not including and after and including the Proration Time."

12. Amendment to Section 5.2(a). Clause (B)(IV) of the final sentence of Section 5.2(a) of the Asset Purchase Agreement is hereby deleted in its entirety. For the avoidance of doubt, prior to this Amendment such clause (B)(IV) (which is hereby deleted in its entirety) read as follows:

"(IV) pay, or cause to be paid, in cash the aggregate amount of the "fully loaded" compensation and benefits cost for each employee of the Business's design and sourcing team located in Italy to its applicable Subsidiaries employing such Persons."

13. Addition of Section 6.12. The following is hereby added to the Asset Purchase Agreement as a new Section 6.12:

""Canadian Assets.

(a) Canadian Seller shall, at its sole cost and expense, seek entry of an order, in form and substance reasonably acceptable to Buyer, from a court of competent jurisdiction in Canada (the "Canadian Court") authorizing the sale of the Canadian Inventory free and clear of all Liens (other than Permitted Post-Closing Liens) to Buyer (the "Canadian Sale Order"). Buyer agrees that it will use commercially reasonable efforts to take, at Sellers' sole cost and expense, such actions as are reasonably requested by Sellers to cooperate in a commercially reasonable manner with Canadian Seller in obtaining entry of the Canadian Sale Order.

(b) Within ten (10) Business Days following the date on which the Canadian Sale Order has been entered and has become a Final Order, Buyer will purchase from Canadian Seller, and Canadian Seller will sell, transfer, assign, convey, and deliver to Buyer, all of Canadian Seller's right, title and interest in, to and under the Canadian Inventory free and clear of Liens (other than Permitted Post-Closing Liens) for an amount equal to the Canadian Inventory Purchase Price, as adjusted in accordance with Section 2.6 and Section 2.7, applied *mutatis mutandis* with respect to the Canadian Inventory, and Buyer shall pay BBGI such amount by wire

transfer of immediately available funds into an account (or accounts) designated in advance by BBGI (the date upon which such purchase occurs, the "Canada Closing Date"). Until the entry of the Canadian Sale Order, none of Canadian Seller's assets shall transfer to Buyer.

(c) Notwithstanding anything to the contrary in this Agreement, (i) if the Canadian Sale Order has not been entered and become a Final Order within 90 days of the Closing Date, Buyer shall have no obligation to purchase the Canadian Inventory and (ii) for the avoidance of doubt, (A) none of Buyer or any of its Affiliates shall have any obligation pursuant to this Section 6.12 to purchase any assets, or assume any liabilities, of Canadian Seller other than the Canadian Inventory to the extent expressly set forth in, and in accordance with, this Section 6.12, and in no event shall Buyer or any of its Affiliates be obligated to take, or omit to take, any action that could reasonably be expected to result in Buyer or any of its Affiliates being deemed a successor to Canadian Seller or any of its Affiliates and (B) nothing herein shall prohibit, limit or restrict Buyer or any of its Affiliates from entering into any license agreements with potential purchasers of the Canadian Inventory or any assets of Canadian Seller in connection with any insolvency proceeding of Canadian Seller, or any such licensee from participating in any sale process with respect to such Canadian Inventory or assets or negotiating leases with any landlords with respect thereto.

14. Amendment to Schedule 1.1(i). Schedule 1.1(i) is hereby amended and restated in its entirety in the form attached hereto as Exhibit A.

15. Effect on the Asset Purchase Agreement. Other than as specifically set forth herein, all other terms and provisions of the Asset Purchase Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

16. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

17. Miscellaneous.

a. *No Further Amendments*. Except as expressly modified hereby, the Asset Purchase Agreement remains in full force and effect. Upon the execution and delivery hereof, the Asset Purchase Agreement shall thereupon be deemed to be amended as hereinabove set forth as fully and with the same effect as if the amendments made hereby were originally set forth in the Asset Purchase Agreement, and this Amendment and the Asset Purchase Agreement shall henceforth be read, taken and construed as one and the same instrument.

b. *Counterparts; Facsimile and Electronic Signatures*. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Amendment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

c. *Incorporation by Reference.* Sections 9.1 (Survival), 9.2 (Expenses), 9.3 (Entire Agreement), 9.4 (Incorporation of Exhibits and Disclosure Schedule), 9.5 (Amendments and Waivers), 9.6 (Succession and Assignment), 9.7 (Notices), 9.8 (Governing Law), 9.9 (Submission to Jurisdiction; Service of Process); 9.10 (Waiver of Jury Trial), 9.11 (Specific Performance), 9.12 (Severability), 9.13 (No Third Party Beneficiaries), 9.14 (Non-Recourse), 9.15 (Mutual Drafting) and 9.16 (Disclosure Schedule) of the Asset Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Asset Purchase Agreement on the day and year first above written.

BROOKS BROTHERS GROUP, INC.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Chief Financial Officer

696 WHITE PLAINS ROAD, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBD HOLDING 1, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBD HOLDING 2, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS INTERNATIONAL, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS RESTAURANT, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RBA WHOLESALE, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

RETAIL BRAND ALLIANCE OF PUERTO RICO, INC.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS CANADA LTD.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Treasurer

BROOKS BROTHERS CANADA LTD.

By: Brooks Brothers International, LLC,
The sole shareholder of Brooks Brothers Canada Ltd.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BBDI, LLC

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...
Name: Steven Goldaper
Title: Authorized Signatory

BROOKS BROTHERS FAR EAST LIMITED

By: DocuSigned by: Stephen Marotta 39ED55485E59400...
Name: Stephen Marotta
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Asset Purchase Agreement on the day and year first above written.

SPARC GROUP LLC

DocuSigned by:
By: David J. Dick
7EB5D58CEACC450...
Name: David Dick
Title: Chief Financial Officer

Exhibit A

Schedule 1.1(i)

Excluded Claims

1. Claudio Del Vecchio
2. Matteo Del Vecchio
3. Any member of Claudio Del Vecchio's or Matteo Del Vecchio's immediate families
4. The CDV Trust
5. The CDV 2010 Annuity Trust
6. The Del Vecchio Family Trust
7. Delfin S.Á R.L.
8. DV Family LLC
9. The CDV 2015 Annuity Trust
10. The CDV 2015 Annuity Trust U/A/D 9-16-2015
11. The Del Vecchio Family Trust U/A/D 2-9-2006
12. 346 Madison Avenue, LLC
13. 11 East 44th Street, LLC
14. CDV Holdings LLC
15. 2015 Omega Trust U/A/D 9-16-2015
16. DV Family, LLC

THIS IS **EXHIBIT "U"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement") dated as of August 31, 2020 (the "Effective Date") is made and entered into by and between BB OpCo LLC, a Delaware limited liability company ("Service Provider") and Brooks Brothers Group, Inc., a Delaware corporation and its direct and indirect wholly-owned subsidiaries ("Service Recipient"). Service Provider and Service Recipient are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, SPARC GROUP LLC ("SPARC") and Brooks Brothers Group, Inc., 696 White Plains Road, LLC, Brooks Brothers International, LLC, Brooks Brothers Restaurant, LLC, RBA Wholesale, LLC, Retail Brand Alliance Gift Card Services, LLC, Retail Brand Alliance of Puerto Rico, Inc., Brooks Brothers Canada Ltd., BBD Holding 1, LLC, BBD Holding 2, LLC, BBDI, LLC and Brooks Brothers Far East Limited (together, the "Sellers") entered into that certain Asset Purchase Agreement, dated as of July 23, 2020 (as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which SPARC agreed to acquire certain assets from the Sellers and their subsidiaries related to the Business (as defined in the Purchase Agreement) on the Effective Date;

WHEREAS, SPARC and Service Provider entered into that certain designation agreement, pursuant to which SPARC designated Service Provider to acquire certain assets and certain liabilities from Service Recipient;

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, the Parties desire that Service Provider shall provide or cause to be provided to Service Recipient, certain services on a transitional basis for the limited term specified herein, in accordance with the terms and subject to the conditions set forth herein; and

WHEREAS, this Agreement is being executed and delivered pursuant to Section 5.13 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the agreements, obligations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. The following capitalized terms shall have the meanings specified in this Section 1.1. Capitalized terms used in this Agreement but not defined in this Section 1.1 or elsewhere in this Agreement shall have the respective meanings for such terms set forth in the Purchase Agreement.

(a) "Additional Services" shall have the meaning set forth in Section 2.2.

(b) "Agreement" shall have the meaning set forth in the preamble.

(c) "Base Services" shall have the meaning set forth in Section 2.1(a).

(d) "Benefits Transition Services Agreement" means that certain Benefits Transition Services Agreement, dated as of the date hereof, by and between Service Provider and Service Recipient.

(e) "Confidential Information" shall have the meaning set forth in Section 9.1.

(f) "Disclosing Party" shall have the meaning set forth in Section 9.1.

(g) "Dispute" shall have the meaning set forth in Section 13.9(a).

(h) "Dispute Notice" shall have the meaning set forth in Section 13.9(b).

(i) "Effective Date" shall have the meaning set forth in the preamble.

(j) "Escalation Notice" shall have the meaning set forth in Section 13.9(b).

(k) "Force Majeure Event" shall have the meaning set forth in Section 13.11.

(l) "Losses" means all losses, damages, costs, expenses, liabilities, interest, deficiencies, settlements, awards, judgments, fines, assessments, penalties, offsets, legal or arbitration proceedings or other charges of any kind, including reasonable attorneys' fees, costs of investigation and costs of pursuing any insurance providers.

(m) "Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

(n) "Party" shall have the meaning set forth in the preamble.

(o) "Provider Indemnified Party" shall have the meaning set forth in Section 11.1

(p) "Receiving Party" shall have the meaning set forth in Section 9.1.

(q) "Recipient Indemnified Party" shall have the meaning set forth in Section 11.2.

(r) "Record" shall have the meaning set forth in Section 6.4.

(s) "Required Consents" shall have the meaning set forth in Section 2.6.

(t) "Required Technology" shall have the meaning set forth in Section 6.1.

(u) "Sales and Services Taxes" shall have the meaning set forth in Section 4.4(a).

(v) "Sellers" shall have the meaning set forth in the preamble.

(w) "Service Fee" shall have the meaning set forth in Section 4.1.

(x) "Service Provider" shall have the meaning set forth in the preamble.

(y) "Service Recipient" shall have the meaning set forth in the preamble.

(z) "Service Term" shall have the meaning set forth in Section 2.3.

(aa) "Services" shall have the meaning set forth in Section 2.1(a).

(bb) "Services Representative" shall have the meaning set forth in Section 3.1.

(cc) "Systems" means systems, networks, software, e-mail, databases, other computer-based resources, or similar technology.

(dd) "Tax Benefit" shall have the meaning set forth in Section 4.4(c).

(ee) "Term" shall have the meaning set forth in Section 8.1.

(ff) "Third Party Provider" shall have the meaning set forth in Section 2.5.

(gg) "Transferee Party" shall have the meaning set forth in Section 4.4(c).

(hh) "Transferor Party" shall have the meaning set forth in Section 4.4(c).

ARTICLE 2

SERVICES

2.1 Services.

(a) Service Provider shall provide or cause to be provided to Service Recipient the services listed in Schedule 2.1(a) (the "Base Services", and collectively with any Additional Services, the "Services").

(b) All the Services shall be for the sole use and benefit of Service Recipient.

(c) None of the Services listed on any Schedule shall require Service Provider to provide to Service Recipient or any of its Affiliates or any of their respective Representatives, in connection with the Services or otherwise, any (i) legal, regulatory, compliance or tax advice; (ii) accounting or financing services or arrangements; or (iii) payroll and/or benefits services, in each case to the extent provision of (i), (ii) or (iii) is prohibited or restricted by applicable Law or puts Service Provider's existing benefits plans at risk.

2.2 Changes/Additional Services. Any requests by Service Recipient for changes to the Base Services or access to additional services which are not included in Schedule 2.1(a) shall be requested by Service Recipient in writing, including a description of the proposed change and/or additional service being requested. The Parties shall negotiate in good faith such changes or additions and Service Provider will not unreasonably refuse to perform a service that was provided to the Sellers prior to the Closing using assets or resources sold pursuant

to the Purchase Agreement that remain in the possession or control of Service Provider, SPARC or any of their respective subsidiaries at such time. If the Parties agree in writing to the requested change, this Agreement will be deemed amended to include the terms and conditions of such agreed-upon change; if the Parties agree in writing to add the additional services, the Parties shall amend Schedule 2.1(a) in writing to include such additional services (such additional services, the "Additional Services") (including the incremental fees and termination date with respect to such Additional Services which fees shall be equal to Service Provider's actual cost if the service was one provided to the Sellers using assets or resources sold pursuant to the Purchase Agreement) and such Additional Services shall be deemed "Services" in accordance with the terms and conditions of this Agreement.

2.3 Duration of Services. Service Provider shall provide or cause to be provided to Service Recipient each Service until the earlier of (a) August 31, 2021 (including any extension period, the "Service Term") or (b) the date on which this Agreement is terminated under Article 8; provided, however, to the extent that Service Provider's ability to provide a Service is dependent on the continuation of any other Service and such dependence has been made known to Service Recipient, Service Provider's obligation to provide such dependent Service shall terminate automatically with the termination of such supporting Service. Upon mutual written consent by the Parties, the Parties may extend the Service Term of a particular Service on a quarterly basis beyond August 31, 2021. Any requests by Service Recipient for extension of the period for any Services shall be requested by Service Recipient in writing. The Parties shall negotiate such extension in good faith if Service Recipient is not then in breach of this Agreement. If the Parties agree in writing to the requested extension, this Agreement will be deemed amended to include the agreed-upon extension and the Parties shall amend Schedule 2.1(a) in writing to include such additional time period as applicable.

2.4 Standards of Service. Except as otherwise expressly provided in this Agreement, Service Provider shall perform the Services to be provided under this Agreement in a commercially reasonable manner. If a Service was provided immediately prior to the Effective Date by a third party other than the Sellers and their subsidiaries, and such Service will continue to be provided by such third party on behalf of Service Provider, Service Provider shall use its commercially reasonable efforts so that the quality and availability of such Service is provided to Service Recipient in a manner reasonably consistent with the applicable agreement pursuant to which such third party provided the Service to the Business immediately prior to the Effective Date. Service Provider shall not be required to perform any obligation under this Agreement that would result in the breach or violation of any applicable Law or third party contract or agreement. Service Provider shall not be required to hire new personnel, retain any particular personnel, replace any particular departing personnel, expand its facilities or incur new capital expenses in order to provide any Services.

2.5 Third Party Providers. Service Provider shall have the right to designate an Affiliate or a qualified third party provider ("Third Party Provider") to provide the applicable Services with the prior written consent of Service Recipient, such consent not to be unreasonably withheld, conditioned or delayed; provided, that (a) Service Recipient's prior written consent shall not be required if the designee is an Affiliate of Service Provider that acquired

the assets and resources used to provide those Services prior to the Effective Date or if the designee is a Third Party Provider who provided the same services to Service Provider, one of its Affiliates or the Business, prior to the Effective Date and the Services are being provided under substantially the same terms as provided prior to the Effective Date; (b) Service Provider shall take commercially reasonable measures to ensure that each Third Party Provider complies with the terms of this Agreement in relation to the provision of Services; and (c) Service Provider shall at times remain responsible for the performance of each such Third Party Provider and such Third Party Provider's compliance with the terms hereof.

2.6 Third Parties. Without limiting Section 6.1, in the event any third party consent, waiver or approval is required for a Service Provider or its designees to provide any Services and such consent, waiver or approval is not obtained, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to such Services, if available. Except as set forth in Section 6.1 (the "Required Consents"), neither Service Provider nor its Affiliates shall be required to obtain any consent, waiver or approval of any third party in order to provide any Services. Upon Service Recipient's request, Service Provider shall use commercially reasonable efforts, at Service Recipient's cost and expense, to (a) assist Service Recipient to obtain Required Consents from third parties with whom Service Provider has existing contracts as necessary to enable Service Provider to perform Services, or if any such Required Consent cannot be obtained as a result of such efforts, (b) assist Service Recipient in entering into a new contract or agreement with such third party or an alternate provider in order to receive such Services in a manner as closely as possible to the standards described in this Agreement; provided, however, that nothing in this Section 2.6 shall require Service Provider to enter into any new contracts with third parties or pay increased fees or other consideration for any required consent unless Service Recipient pays Service Provider for such increased fees or other consideration.

2.7 Information. If Service Provider reasonably requests information within the control of Service Recipient to perform any Services, Service Recipient shall promptly provide such information, or cause such information to be provided, to Service Provider, at Service Recipient's cost and expense; provided, that Service Recipient shall not be required to disclose any information to the extent disclosure of such information to Service Provider is not permitted under applicable Law or disclosure of such information is subject to any contractual restrictions which prevent Service Recipient from disclosing such information. If disclosed by Service Recipient, such information shall be subject to Article 9. If Service Recipient does not disclose any information reasonably necessary in order for Service Provider to perform the Services, Service Provider shall be entitled to suspend performance of such Service until it has access to the information reasonably required or such Service is modified in accordance with Section 2.8. The Parties shall follow mutually agreed upon procedures for the collection and transmission of the information to be processed pursuant to the Services. Each Party processing or handling any information in the performance or receipt of Services will be responsible for its own compliance with applicable Laws.

2.8 Modifications. Service Provider may modify a Service (including with respect to scope, timing and quality) (a) to the extent the same modification is made with respect to the entirety of Service Provider's provision of the same service for its own purposes or to its

Affiliates and other Persons to whom Service Provider provides such service or (b) if provision of such Service is prohibited or restricted by applicable Law or puts Service Provider's or its Affiliates' existing contractual relationships at risk; provided, however, that in any case: (i) Service Provider will provide written notice of the need for modification and the details of such modification to Service Recipient as soon as reasonably practicable; (ii) Service Provider will use commercially reasonable efforts to limit the disruption to the operation of Service Recipient's business caused by such modification; and (iii) Service Recipient may terminate such Service immediately upon notice to Service Provider, provided, that Service Recipient shall be liable for, and shall pay to Service Provider, all fees accrued in respect of such Service through the date of termination of the Service.

ARTICLE 3

SERVICE REPRESENTATIVES

3.1 Services Representatives. Each Party shall appoint and maintain a representative for the Services (each, a "Services Representative"), as set forth on Schedule 2.1(a) who shall: (a) use commercially reasonable efforts to achieve the overall intent of this Agreement with respect to the Services; (b) supervise the activities of its respective employees and Representatives with respect to the Services; and (c) serve as an initial point of contact for the other Party with respect to questions and issues that may arise in connection with the Services. For the avoidance of doubt, no Services Representative has authority to amend this Agreement. Brian Baumann shall be the initially appointed Services Representative for Service Provider and Steve Goldaper, Adrian Frankum and Stephen Marotta shall be the initially appointed Service Representatives for Service Recipient. Either Party may change its Service Representatives upon written notice to the other Party delivered in accordance with the notice provisions set forth herein.

ARTICLE 4

FEES.

4.1 Service Fees. In consideration for the provision by Service Provider of the Services, Service Provider shall charge Service Recipient, and Service Recipient shall pay Service Provider a fee for services equal to the sum of (i) personnel cost for services provided by Service Provider's employees; (ii) an allocable share of the fees paid by Service Provider to Service Recipient under the Benefits Transition Services Agreement for services provided by individuals whose services are provided under such agreement, with such allocation being on an hourly basis (computed assuming 1850 working hours in a year); and (iii) all other actual documented out-of-pocket expenses (with no markup) that Service Provider incurs by reason of performing the Services (the "Service Fee"). For the avoidance of doubt, the Service Fee charged shall not include allocations of overhead. For these purposes, personnel cost of each employee shall be an hourly amount (computed assuming 1850 working hours in a year) equal to the relevant employee's salary multiplied by 1.15 to account for benefits and other costs.

4.2 Payment Details.

(a) Service Provider shall invoice Service Recipient in arrears twice per month at approximately equal intervals for (i) all Service Fees for each Service during the Term, beginning fifteen (15) days following the Effective Date and (ii) amounts due in connection with Sales and Services Taxes pursuant to Section 4.4. Invoices shall be accompanied by reasonable documentation supporting each of the invoiced amounts and shall be payable by Service Recipient within five (5) business days of the date of such invoice.

(b) Notwithstanding the above, if Service Recipient in good faith disputes any amount invoiced by Service Provider, Service Recipient shall, at any time prior to the due date, notify Service Provider in writing of the dispute (in which case Service Provider may withhold payment of such disputed amounts until the dispute is resolved pursuant to this Section 4.2(b)), identifying the Service(s) to which the dispute relates and including reasonable detail about the basis of disagreement, which notice shall be sent to Service Provider's Services Representative in accordance with the notice provisions set forth herein. Amounts not so disputed shall be paid, notwithstanding disputes on other items; provided, that Service Recipient may retroactively dispute in good faith any invoiced amount up to thirty (30) days following the due date, whether or not such payments have already been made to Service Provider. The Parties shall negotiate in good faith to resolve any such dispute. Until such dispute is ultimately resolved, (i) Service Recipient shall not be obligated to pay the portion of the invoiced amount that is the subject of a valid dispute and (ii) Service Provider shall be obligated to continue to provide any Services to which the dispute relates unless it otherwise has an independent right to discontinue the provision of such Service pursuant to this Agreement. If such dispute is not resolved twenty (20) days after Service Provider receives notice of the dispute, Service Provider may suspend performance of the applicable Service until such time as the earlier of (x) resolution of the dispute or (y) receipt of payment of the disputed amount from Service Recipient pending resolution of the dispute. If Service Recipient pays Service Provider the disputed amount in accordance with Section 4.2(b)(y), Service Provider shall resume provision of the applicable Service and refund Service Recipient the disputed amount (or applicable portion thereof) to the extent Service Recipient ultimately prevails in the dispute.

4.3 Taxes.

(a) All charges and fees to be paid to Service Provider under this Agreement are exclusive of any and all sales, use, transfer, value-added, goods or services taxes or similar gross-receipts-based Taxes ("Sales and Services Taxes") required by Law to be collected from Service Recipient or which may be assessed on the provision of the Services hereunder. If any Sales and Services Taxes are assessed on the provision of any of the Services under this Agreement, (i) Service Provider will deliver to Service Recipient an invoice (or other valid and customary documentation) reflecting such Sales and Services Taxes in accordance with applicable Law, (ii) Service Recipient will pay to Service Provider the amount

shown as due on such invoice in accordance with Section 4.2, and (iii) Service Provider will remit such amount to the applicable Tax authority in accordance with applicable Law. Service Provider shall be responsible for any Sales and Services Taxes (including any deficiency, interest and penalties) imposed as a result of a failure to timely remit any Sales and Services Taxes to the applicable Tax authority to the extent Service Recipient timely remits such Sales and Services Taxes to Service Provider or Service Recipient's failure to timely remit such Sales and Service Taxes results from Service Provider's failure to timely charge or provide notice of such Sales and Services Taxes to Service Recipient.

(b) Notwithstanding anything in this Agreement to the contrary, Service Recipient shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as Service Recipient is required to deduct and withhold with respect to the making of any such payment under any provision of U.S. federal, state, local or foreign law. To the extent that amounts are so withheld, Service Recipient shall promptly submit to Service Provider written evidence of payment of any such withholding Tax to the applicable Tax authority, and such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(c) In the event that a Party (the "Transferor Party") receives any credit, reduction or refund of any Sales and Services Taxes (a "Tax Benefit") for which the other Party (the "Transferee Party") is economically responsible pursuant to this Agreement, the Transferor Party shall (i) promptly provide to the Transferee Party a copy of the certificate or other documentation from the applicable Tax authorities showing the receipt of such Tax Benefit, and (ii) provide the Transferee Party with an amount equal to such Tax Benefit, as and when actually realized and net of any additional Taxes or reasonable expenses incurred in connection therewith by the Transferor Party. A Transferee Party shall repay any Tax Benefit paid pursuant to this Section 4.3(c) (plus any penalties, interest, or other charges imposed by the relevant Tax authority that are not attributable to the actions of Transferor Party) in the event that the Transferor Party is required to repay such Tax Benefit to such Tax authority.

(d) The Parties will cooperate with each other in determining the extent to which any Sales and Service Taxes described in this Section 4.3 are due and owing under the circumstances and in minimizing any such Sales and Service Taxes, including by making reasonably available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party. Each Party agrees to provide the other Party such information and data as reasonably requested from time to time, and to fully cooperate with the other Party, in connection with (i) the reporting of any Sales and Services Taxes or other Taxes connected to the provision of Services under this agreement, (ii) any audit relating to any Sales and Services Taxes or other Taxes connected to the provision of Services under this agreement, or (iii) any assessment, refund, claim or legal proceeding relating to any Sales and Services Taxes or other Taxes connected to the provision of Services under this

agreement. Each Party shall promptly notify the other Party of any deficiency claim or similar notice by a Tax authority with respect to any Sales and Services Taxes or other Taxes connected to the provision of Services under this agreement.

4.4 Accounting and Authority. The Parties acknowledge and agree that with respect to Services, including those relating to bookkeeping, treasury, finance, payroll, accounting, cash management, audit, technology and procurement, Service Provider's role is to provide Services on behalf of Service Recipient and therefore, Service Recipient shall retain the economic benefits and risks associated with such activities. The Parties acknowledge and agree that Service Recipient retains authority for all decisions relating to its bookkeeping, treasury, finance, payroll, accounting, cash management, audit, technology, procurement and other business matters and in Service Provider's provision of all Services, Service Provider is not making any decisions or commitments on behalf of, or providing any legal, accounting or other financial advice to Service Recipient and no attorney-client or other advisory or fiduciary relationship will be formed between Service Provider and Service Recipient under this Agreement. Service Provider shall not be responsible for any losses or mistakes in the provision of Services which result from any inaccurate or insufficient information given to Service Provider.

ARTICLE 5

DISASTER RECOVERY AND MAINTENANCE

5.1 Disaster Recovery. During the Term, Service Provider shall use commercially reasonable efforts to maintain disaster recovery plans, systems and services (e.g., recovery of data, operating environment, telecommunications, infrastructure, and other facilities) that are no less favorable to Service Recipient than the disaster recovery plans, systems, and services, as updated from time to time, in place in connection with Service Provider's own businesses immediately prior to the Effective Date. Service Provider shall make available to Service Recipient any disaster recovery policies and procedures in effect for the Services during the Term upon Service Recipient's reasonable request. In the event of a disaster, Service Provider shall timely implement all applicable disaster recovery plans and procedures for the Services provided to Service Recipient as it implements for similar services performed for itself and/or its Affiliates.

5.2 Maintenance. Service Provider shall have the right to temporarily shut down the operation of any Systems or facilities providing any Service whenever, in Service Provider's judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes; provided, that Service Provider shall provide Service Recipient with written notice of such temporary suspension as soon as reasonably practicable stating the date and extent of such suspension. With respect to Services dependent on the operation of such Systems and facilities, Service Provider shall be relieved of its obligations hereunder to provide such Services during the period that such Systems or facilities are so shut down in compliance with this Agreement but shall use commercially reasonable efforts to minimize the duration of any such shutdown and, in such event, Service Recipient shall have no obligation to pay any Service Fees for any Services that were not received as a result of such suspension of Services. Service Provider

shall resume performance of the Services as soon as reasonably practicable after removal of the cause for such temporary suspension.

ARTICLE 6

ELECTRONIC ACCESS AND SECURITY.

6.1 Required Technology. If a Party believes that the performance or receipt of Services hereunder requires access to the other Party's Systems (including Systems of Third Party Providers, as applicable) ("Required Technology"), such Party will notify the other Party, who shall promptly consider such request in good faith and determine in its sole discretion the manner of access to grant or the alternative means of providing or receiving the applicable Service. If either Party grants the other Party access to any Required Technology, or if either Party is otherwise granted access to any of the other Party's Systems in connection with provision or receipt of the Services, the accessing Party shall comply with all applicable system security policies, procedures and requirements as communicated to the accessing Party in advance. Notwithstanding the foregoing, neither Party shall be required to pay any fees or other payments or incur any obligations to enable the other Party to obtain any license to use Required Technology; provided, however, if and to the extent requested by a Party, the other Party shall use commercially reasonable efforts to assist the first Party in its efforts to obtain licenses (or other appropriate rights), at Service Recipient's sole cost and expense, to use, duplicate or distribute, as necessary, any Systems necessary for such Party to provide or receive the applicable Services.

6.2 Protection of Data. Each Party shall, and shall cause its Affiliates and Third Party Providers to, use commercially reasonable steps (physical, procedural, and electronic), to protect any data owned by the other Party and shared with such Party, consistent with such Party's practices in protecting its own data, but in no event less than customary and reasonable practices or as required by applicable Law and applicable contractual obligations and policies.

6.3 Access to Systems. Each Party shall take commercially reasonable steps to ensure that only those of its Representatives who are specifically authorized and require the access to the Systems of the other Party or its Third Party Provider gain such access, and shall prevent unauthorized access, use, destruction, alteration, or loss of information contained therein, and shall notify its Representatives regarding the restrictions set forth in this Agreement. At all times when a Party is accessing the Systems owned or controlled by the other Party pursuant to this Agreement, such Party shall, and shall cause its Affiliates, Representatives and/or Third Party Provider, as the case may be, to, use commercially reasonable efforts to (a) only access that information and data as specifically authorized and required in connection with the Services, and (b) comply with the policies and procedures of the other Party concerning confidentiality and data security, to the extent such policies and procedures are communicated to such Party in advance.

6.4 Records. During the term of this Agreement and for three (3) years thereafter, Service Provider shall maintain complete and accurate records related to (a) Service Fees invoiced and payments made hereunder, documentation substantiating such Service Fees, personnel,

books and records in respect of the Services provided hereunder and (b) all personnel (including, for the avoidance of doubt, the preservation of electronic communications (but only to the extent in accordance with Service Provider's bona fide electronic records retention policies or covered by a "litigation hold" or similar notice provided by Service Recipient to Service Provider), and other documents known by Service Provider to be relevant to or concerning potential claims or causes of action against directors and officers of the debtors or covered by a "litigation hold" or similar notice provided by Service Recipient to Service Provider), books and records related to the Business that were transferred to Service Provider and its Affiliates pursuant to the Purchase Agreement, in each case, to the extent in the possession of Service Provider (collectively, the "Records"). Upon request by Service Recipient, Service Provider shall and shall cause its Affiliates to, at Service Recipient's sole cost and expense, during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of Service Provider or the applicable Affiliate of Service Provider, in connection with any reasonable business purpose, including the preparation or amendment of Tax Returns, claims or obligations relating to administering or winding down the estate of Service Recipient, claims reconciliation, potential or actual claims or causes of action of Service Recipient (but excluding claims or causes of action against Service Provider, SPARC or any of their respective Affiliates or Representatives), the preparation of financial statements, or bank regulatory reporting obligations, (x) permit Service Recipient and its respective Representatives to have reasonable access to Records, and (y) make available to Service Recipient and its Representatives and their respective Affiliates those employees of the Service Provider or its Affiliates who remain employed by Service Provider or its Affiliates whose assistance, expertise, notes or recollections are reasonably necessary to assist Service Recipient, its Representatives or their respective Affiliates in connection with its inquiries for any such reasonable business purpose referred to above, including, as appropriate, reasonably requesting that such employees who remain employed by Service Provider at the time of such request be available for a reasonable number of interviews; provided, however, that for the avoidance of doubt, the foregoing shall not require Service Provider to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law (it being agreed that each such Person shall, at Service Recipient's sole cost and expense, use commercially reasonable efforts to cause such access or information to be provided in a manner that does not cause such waiver or violation as set forth in the foregoing clauses (i) and (ii)), or (iii) providing such access or information could be reasonably expected to be disruptive to its normal business operations. In addition, Service Provider agrees not to penalize any employee solely for such employee's provision of truthful testimony in depositions, trials or other legal proceedings described above; provided, that nothing in this Agreement, whether express or implied, creates any third party beneficiary rights in any employee of Service Recipient or any of its Affiliates, no provision of this Agreement shall create any third party beneficiary rights in any current or former employee or service provider of Service Provider or any of its Affiliates (including any beneficiary or dependent thereof) in respect of continued employment by Service Provider or any of its Affiliates or otherwise, and nothing herein shall guarantee employment for any period of time or preclude the ability of Service Provider or any of its Affiliates to terminate any employee thereof for any reason. Notwithstanding the

foregoing, this Section 6.4 shall not apply with respect to any adversarial claim or proceeding between or among Service Recipient or any of its Affiliates or Representatives, on the one hand, and Service Provider, SPARC or any of their respective Affiliates or Representatives, on the other hand, in which case the applicable rules of discovery shall apply.

ARTICLE 7

INTELLECTUAL PROPERTY.

7.1 Ownership and License. Except as expressly provided for under the terms of this Agreement, Service Recipient acknowledges that it shall acquire no right, title or interest (including any license rights or rights of use) in any Intellectual Property which is owned or licensed by Service Provider, by reason of the provision of the Services provided hereunder. Subject to Section 6.1, each Party hereby grants on behalf of itself and its Affiliates to the other Party and its Affiliates, a limited, royalty-free, fully paid-up, worldwide, non-sublicensable, non-exclusive, non-transferable (except as set forth in Section 13.5) license solely during the Term in, to and under all Intellectual Property, software, technology and data owned or controlled by such Party or any of its Affiliates, solely to the extent necessary for, as applicable, Service Provider to provide the Services and Service Recipient to receive and use the Services.

ARTICLE 8

TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence immediately upon the Effective Date and terminate upon the earlier of (a) the last date on which Service Provider is obligated to provide any Service to Service Recipient in accordance with the terms hereof (which, for the avoidance of doubt, shall be no later than August 31, 2021 unless otherwise agreed to by the Parties in writing) or (b) the mutual written agreement of the Parties to terminate this Agreement in its entirety, in each case, unless earlier terminated under Section 8.2 (the "Term").

8.2 Termination. Upon written notice to the other Party, this Agreement may be terminated:

(a) by Service Provider (i) if Service Recipient is in material breach of the terms of this Agreement, and Service Recipient fails to cure such breach within thirty (30) days after Service Provider delivers written notice of such breach to Service Recipient, or (ii) if Service Recipient has failed to make payments as required under Section 4.2, and such payments are not the subject of a good faith dispute pursuant to the terms and conditions of Section 4.2(b), and Service Recipient fails to cure such breach within ten (10) Business Days after Service Provider delivers written notice of such breach to Service Recipient;

(b) by Service Recipient if Service Provider is in material breach of the terms of this Agreement and Service Provider fails to cure such breach within thirty (30) days

after Service Recipient delivers written notice of such breach to Service Provider; or

(c) by Service Recipient if Service Provider commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consents to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it, or makes a general assignment for the benefit of creditors or takes any corporate action to authorize any of the foregoing.

Notwithstanding the foregoing, a Party's failure to terminate this Agreement in the event of a material breach of this Agreement by the other Party under Section 8.2(a) or Section 8.2(b) will not constitute a waiver by such Party of such breach or affect in any way any other rights or remedies such Party might otherwise have given such breach. Such Party's remedies for any such breach are cumulative.

8.3 Partial Termination of Services. With respect to any Service:

(a) Service Recipient may terminate such Service, in whole but not in part with respect to such Service, upon thirty (30) days' prior written notice to Service Provider or otherwise upon the mutual agreement of the Parties;

(b) Service Recipient may terminate such Service, in whole but not in part with respect to such Service, at any time upon prior written notice to Service Provider if Service Provider has failed to perform any of its material obligations under this Agreement with respect to such Service, and such failure remains uncured thirty (30) days after Service Recipient delivers written notice of such failure to Service Provider; and

(c) Service Provider may terminate such Service, in whole but not in part with respect to such Service, at any time upon prior written notice to Service Recipient (i) if Service Recipient has failed to perform any of its material obligations under this Agreement with respect to such Service, and such failure remains uncured thirty (30) days after Service Provider delivers written notice of such failure to Service Recipient or (ii) if Service Recipient has failed to make payments as required under Article 4 and such failure remains uncured ten (10) Business Days after Service Provider delivers written notice of such failure to Service Recipient.

If any Service is terminated pursuant to this Section 8.3, or upon the completion of the duration of any Service, Schedule 2.1(a) shall automatically be deemed to be updated to reflect such termination in Service.

8.4 Effect of Termination.

(a) Upon termination of any Service in accordance with this Agreement, Service Provider will have no further obligation to provide such terminated Service and

Service Recipient shall have no obligation to pay any Service Fees relating to any such terminated Service (excluding, for the avoidance of doubt, any Service Fees relating to the provision of such Service prior to the effective time of its termination); provided, that Service Recipient shall remain obligated to Service Provider for any Service Fees or other required amounts owed and payable in respect of such terminated Service that was provided prior to the effective date of termination. In connection with the termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any such termination.

(b) Upon termination of this Agreement pursuant to this Article 8, all rights and obligations of the Parties hereunder shall terminate (other than Article 1, Article 4, the first sentence of Section 7.1, this Section 8.4, Article 9, Article 10, Article 11, Article 12, and Article 13 which shall survive such termination indefinitely).

8.5 Extension; Waiver. Either Service Provider, with respect to Service Recipient, or Service Recipient, with respect to Service Provider, may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) waive compliance with any of the agreements or conditions of the other Party contained in this Agreement but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party granting such extension or waiver. Neither the waiver by either of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

ARTICLE 9

CONFIDENTIALITY.

9.1 Confidential Information. Service Recipient and Service Provider each acknowledge that, by reason of their relationship, it may have access to certain information and materials concerning the other Party's business and products (including information and materials contained in technical data provided to the other Party, information concerning the Business, financial information and data, strategies and marketing and customer information) which is confidential and of substantial value to the disclosing Party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Each Party agrees that it shall not, and shall cause its Affiliates and its and its Affiliates' officers, directors, members, managers, partners, employees, agents and other Representatives not to, use in any way, for their own account or the account of any third party, or disclose to any third party, any such Confidential Information without prior written authorization from the other Party, except as otherwise required by Law, a court of

competent jurisdiction, or the rules of a national securities exchange and then only after notifying the other Party, to the extent reasonably practicable and permissible, in advance. Each Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and in any event not less than precautions consistent with the efforts exercised by it with respect to its own Confidential Information. Notwithstanding anything to the contrary set forth herein, a Party who receives Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not be required to hold in confidence information that (a) is or becomes generally available to the public other than as a result of a breach of these provisions by the Receiving Party, (b) becomes available to the Receiving Party after the Effective Date on a non-confidential basis from a source other than the Disclosing Party or in connection with the provision of the Services, provided, that the source of such information was not bound by a confidentiality agreement with, or bound by any other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information or (c) is independently developed by the Receiving Party or its affiliates without reference to or use of the Confidential Information of the Disclosing Party. This provision shall survive the termination or expiration of this Agreement.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES.

10.1 Disclaimer of Warranties. Except as expressly set forth herein, the Parties acknowledge and agree that the Services are provided as-is, that Service Recipient assumes all risks and liability arising from or relating to its use of and reliance upon the Services and Service Provider makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTIBILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE AND SERVICE RECIPIENT HEREBY ACKNOWLEDGES SUCH DISCLAIMER AND SERVICE RECIPIENT HEREBY ACCEPTS SUCH DISCLAIMER.

10.2 Service Provider Representations and Warranties. Service Provider represents and warrants that it has the authority to enter into and perform its covenants and agreements set forth in this Agreement, and that the execution, delivery and performance of this Agreement does not materially conflict with or constitute a material breach or default under the terms and conditions of its organizational documents. Except as expressly set forth in this Agreement, Service Provider specifically disclaims all warranties of any kind arising out of or related to this Agreement.

10.3 Service Recipient Representations and Warranties. Service Recipient represents and warrants that it has the authority to enter into and perform its covenants and agreements set forth in this Agreement, and that the execution, delivery and performance of this

Agreement does not materially conflict with or constitute a material breach or default under the terms and conditions of its organizational documents. Except as expressly set forth in this Agreement, Service Recipient specifically disclaims all warranties of any kind arising out of or related to this Agreement.

ARTICLE 11

INDEMNIFICATION.

11.1 Indemnification of Service Provider by Service Recipient. Service Recipient shall indemnify and hold harmless Service Provider, its Affiliates and its and their respective Representatives (each, a "Provider Indemnified Party") from and against any Losses (including reasonable attorneys' fees) incurred to the extent caused by or resulting from (a) Service Recipient's material breach of this Agreement or (b) gross negligence or willful misconduct by Service Recipient in using any Services rendered pursuant to this Agreement; provided that in no event shall Service Recipient be responsible for any Losses of such Provider Indemnified Party to the extent that such Loss is caused by or results from Service Provider's material breach of this Agreement, gross negligence or willful misconduct in providing any of the Services provided or to be provided by or on behalf of Service Provider pursuant to this Agreement.

11.2 Indemnification of Service Recipient by Service Provider. Service Provider shall indemnify and hold harmless Service Recipient, its Affiliates and its and their respective Representatives (each a "Recipient Indemnified Party") from and against any Losses (including reasonable attorneys' fees) incurred to the extent caused by or resulting from (a) Service Provider's material breach of this Agreement or (b) gross negligence or willful misconduct by Service Provider in providing any Services pursuant to this Agreement; provided, that in no event shall Service Provider be responsible for any Losses of such Recipient Indemnified Party to the extent that such Loss is caused by or resulting from Service Recipient's material breach of this Agreement, gross negligence or willful misconduct in using any of the Services rendered or to be rendered to Service Recipient pursuant to this Agreement.

11.3 Indemnification Procedures. The indemnified Party, under Section 11.1 or Section 11.2, as applicable, shall give the indemnifying Party, under Section 11.1 or Section 11.2, as applicable, prompt written notice of any claim subject to indemnification under Sections 11.1 and Section 11.2; provided that the indemnified Party's failure to promptly notify the indemnifying Party will not affect the indemnifying Party's indemnification obligations except to the extent that any such delay prejudices the indemnifying Party's ability to defend such claim. The indemnifying Party will defend any claim with counsel of its own choosing subject to the acceptance of the indemnified Party (not to be unreasonably withheld, conditioned or delayed), and settle it as the indemnifying Party deems appropriate; provided that the indemnifying Party will not enter into any settlement without the indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed). At the expense of the indemnifying Party, the indemnified Party will reasonably cooperate with the indemnifying Party in the defense and settlement of any claim subject to indemnification hereunder. At its discretion and expense, the indemnified

Party may participate in the defense, any appeals, and settlement with counsel of its own choosing, and such counsel shall have full access to all information, documents and other materials related to the claim.

ARTICLE 12

LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO LIABILITY FOR PAYMENTS BY SERVICE RECIPIENT IN ACCORDANCE WITH ARTICLE 4 OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT THAT ARE IN THE NATURE OF LOST PROFITS OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL SERVICE PROVIDER'S LIABILITY HEREUNDER EXCEED THE AGGREGATE OF ALL SERVICE FEES DUE AND PAYABLE (INCLUDING TO THE EXTENT ALREADY PAID) TO SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT.

ARTICLE 13

MISCELLANEOUS.

13.1 Expenses. Except as otherwise expressly set forth herein, each Party will bear its own costs and expenses incurred in connection with this Agreement, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts and consultants.

13.2 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) upon receipt of confirmation of receipt if sent by facsimile transmission; (d) on the day such communication was sent by e-mail; or (e) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Service Provider, to:

c/o SPARC Group LLC
c/o Simon Property Group
225 West Washington Street
Indianapolis, Indiana 46204

Attention: Stanley Shashoua; Steven Fivel; David Dick
E-mail: SShashoua@simon.com; SFivel@simon.com; DDick@aeropostale.com

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Edward T. Ackerman; Robert B. Schumer
E-mail: eackerman@paulweiss.com; rschumer@paulweiss.com

if to Service Recipient, to:

Steven Goldaper
100 Phoenix Drive
Enfield, CT 06082
Email: SGoldaper@brooksbrothers.com

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Jackie Cohen and Garrett Fail
Facsimile: (212) 310-8007
Email: jackie.cohen@weil.com; garrett.fail@weil.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 13.2.

13.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

13.4 Entire Agreement; Amendments and Waivers. This Agreement (including all exhibits and schedules) and the Purchase Agreement constitute the entire agreement between and among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such

waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 13.4 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13.5 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party, except that either Party may assign this Agreement, in whole or in part, to an Affiliate or in connection with a sale or disposition of any assets or lines of business of a Party to which this Agreement relates, provided, that the transferee of such assets shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto and that no such assignment shall relieve the assigning Party of its obligations hereunder. No assignment hereunder shall be deemed effective until the assignee shall have executed and delivered an instrument in writing reasonably satisfactory in form and substance to the non-assigning Party, pursuant to which the assignee assumes all of the obligations of the applicable assigning Party hereunder. Any purported assignment in violation of this Section 13.5 shall be void. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party shall be deemed to include the names of its successors and permitted assigns.

13.6 No Third-Party Beneficiaries. Except as expressly provided in Article 11, this Agreement shall not confer any rights or remedies upon any Person other than Service Provider, Service Recipient, and their respective successors and permitted assigns.

13.7 Governing Law. This Agreement (including all exhibits and schedules) shall be governed by and construed in accordance with the internal laws of the State of Delaware (without regard to its conflicts of law principles), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

13.8 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served

at the address and in the manner provided for the giving of notices in Section 13.2; provided, however, that nothing in this Section 13.8 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

13.9 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13.10 Dispute Resolution.

(a) Except as otherwise specifically provided in this Agreement, the procedures for discussion and negotiation set forth in this Section 13.10 shall apply to all disputes, controversies, Litigations or claims (whether arising in contract, tort or otherwise) that may arise out of, relate to, arise under, or in connection with this Agreement or the transactions contemplated hereby, the performance or non-performance or timely performance of the obligations set forth herein or asserted breach of this Agreement (including any questions regarding the existence, validity, interpretation, enforceability or termination of this Agreement) or the commercial or economic relationship of the Parties relating hereto, between or among the Parties and their respective Affiliates (any such dispute, controversy or claim, a "Dispute"). It is the intent of the Parties to each use their respective commercially reasonable efforts to settle amicably any and all Disputes that may arise from time to time on a mutually acceptable negotiated basis prior to commencing any Litigation.

(b) Any Party may deliver a written notice setting forth a Dispute (including reasonable details thereof) to the other Party or Parties (such written notice, a "Dispute Notice"). Upon receipt of such Dispute Notice, each of the Parties shall cooperate and use commercially reasonable efforts to resolve such Dispute for a period of thirty (30) days. If the Parties are not able to resolve such Dispute within such thirty (30) day period, such Dispute shall be referred, by written notice (an "Escalation Notice") given by one Party to the other Party, to Senior Executives of each Party for resolution by such Senior Executives. The Senior Executives shall discuss and use commercially reasonable efforts to resolve the Dispute (whether in person or by telephone) for an additional thirty (30)-day period.

13.11 Specific Performance. Each Party acknowledges and agrees that the other Parties (and, in the case of Sellers, their respective estates) would be damaged irreparably in the event each of the other Parties does not perform its obligations under this Agreement in accordance with the specific terms or otherwise breaches this Agreement, so that, in addition to any

other remedy that the Parties hereto may have under Law or equity, each Party shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

13.12 Force Majeure. Continued performance of any Service may be suspended immediately by Service Provider to the extent made impossible by any event or condition beyond the reasonable control of Service Provider, including acts of God, fire, flood, labor or trade disturbance, war, riots, civil commotion, compliance in good faith with the requirements of any applicable Law or Order of any Governmental Authority (whether or not it later proves to be invalid), unavailability of materials, or other event or condition whether similar or dissimilar to the foregoing (a "Force Majeure Event"). Notwithstanding the foregoing or anything else in this Agreement to the contrary, Service Provider may, and without any required prior written notice, suspend the performance of any or all of the Services it provides as to which a Force Majeure Event relates. Service Provider shall give prompt notice to Recipient of the occurrence of a Force Majeure Event giving rise to any suspension of a Service and of the nature and anticipated duration of such Force Majeure Event, and shall use commercially reasonable efforts to cure the cause of such suspension promptly, it being understood, however, that labor disputes shall be a continuing cause of suspension, and settlement of the same shall be entirely within the discretion of Service Provider. Upon the occurrence of a Force Majeure Event, the Parties shall cooperate with each other to find reasonable alternative commercial means and methods for the provision of the suspended Service, if reasonably necessary.

13.13 Independent Parties. This Agreement shall not be deemed to create any partnership, joint venture, amalgamation or agency relationship between the Parties. Each Party shall act hereunder as an independent contractor.

13.14 References and Construction. Unless otherwise indicated herein to the contrary:

(a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.

(b) The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if."

(e) The use of "or" herein is not intended to be exclusive.

(f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

(g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(h) References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(i) Any reference herein to "Dollars" or "$" shall mean United States dollars.

(j) The specification of any dollar amount in the representations, warranties, or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material.

(k) References in this Agreement to materials or information "furnished to Buyer" and other phrases of similar import include all materials or information made available to Buyer or its Representatives in the data room prepared by Sellers prior to the date of this Agreement.

(l) References from or through any date means, unless otherwise specified, from and including or through and including such date, respectively. References to "days" shall refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

(m) Unless the context otherwise requires, the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if.".

13.15 Schedules. The Schedules attached to this Agreement are incorporated herein by reference and made a part hereof. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

13.16 Headings. The section headings contained in this Agreement and the Schedules are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[*Signatures follow*]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the Effective Date.

BB OPCO LLC

DocuSigned by:

By: David J. Dick
7EB5D58CEACC450...

Name: David J. Dick
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the Effective Date.

BROOKS BROTHERS GROUP, INC.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...

Name: Steven Goldaper
Title: Chief Financial Officer

Schedule 2.1(a)

Base Services

For the Business:

Service	Service Description
1. Claims reconciliation (Administrative and Unsecured)	
2. General Book Keeping and Month-End Accounting closes	
3. Financial statement preparation and reporting	
4. Tax filings and return preparation	
5. Cash reconciliations, Cashflow reporting	
6. Treasury management; Accounts Payable (process invoices, issue payments, vendor communications, 1099 filings); Accounts Receivable (final invoices, cash applications, reconciliations)	
7. HR services (process employee terminations, benefit plan terminations etc.)	
8. Risk management services (process workers comp, insurance claims etc.)	
9. Provide resources with respect to Asset Recovery - data gathering and analysis, counter-party correspondence	
10. Provide resources to wind-down entities if/when Service	

Provider indicates wind-down is desired. At no charge.	
11. Services which Deconic requires of Buyer -- DC/inventory storage	

Service Provider Representative: Brian Baumann

Service Recipient Representatives: Steve Goldaper, Adrian Frankum and Stephen Marotta

THIS IS **EXHIBIT "V"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

BENEFITS TRANSITION SERVICES AGREEMENT

This **BENEFITS TRANSITION SERVICES AGREEMENT** (this "Agreement"), dated as of August 31, 2020 is entered into by and between BB OpCo LLC, a Delaware limited liability company ("OpCo"), and Brooks Brothers Group, Inc., a Delaware corporation ("Seller" and, together with OpCo, the "Parties," and each a "Party"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement, dated as of July 23, 2020 (the "Purchase Agreement"), by and among Seller, SPARC Group LLC, a Delaware limited liability company ("Buyer"), and the other parties thereto.

R E C I T A L S:

WHEREAS, on July 23, 2020, Seller and certain of its Affiliates filed voluntary petitions for relief under chapter 11 the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, on August 14, 2020, the Bankruptcy Court entered the Sale Order authorizing the Seller to enter into this Agreement;

WHEREAS, the Purchase Agreement provides for, among other things, the sale by Seller and its Subsidiaries, and the purchase by Buyer, of the Acquired Assets, and the assignment by Seller and its Subsidiaries, and assumption by Buyer, of the Assumed Liabilities;

WHEREAS, the Purchase Agreement provides that, in connection with the consummation of the transactions contemplated thereby, Buyer and Sellers may enter into a transition services agreement, pursuant to which Seller and its Subsidiaries will provide, or cause to be provided, the Services on a transitional basis relating to the Covered Employees set forth on Section 6.3(a) of the Disclosure Schedule as updated as of the date hereof (the "Benefits TSA Employees") following the Closing in accordance with the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in connection with being designated by Buyer to acquire certain Acquired Assets under the Purchase Agreement, OpCo is entering into this Agreement with Sellers; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
SERVICES

Section 1.1 Services.

(a) During the Term, except as otherwise consented to in writing by OpCo, Seller shall, and shall cause its Subsidiaries to, except as otherwise required by applicable law or court order:

(i) retain and not terminate any Benefits TSA Employee employed by Seller or any of its Subsidiaries as of the Closing, other than (x) the termination of any Benefits TSA Employee at the direction of OpCo, (y) the termination of any Benefits TSA Employee for cause, or (z) the termination of any Benefits TSA Employee who terminates his or her employment with Seller or its Subsidiaries voluntarily or as a result of death or disability;

(ii) continue in effect (A) all Employee Benefit Plans in effect as of the Closing (excluding any defined benefit pension plan or multiemployer plan, retiree medical plan, retiree life insurance plan, nonqualified deferred compensation plans or union plans), without any amendment, modification or termination thereto as they relate to the Benefits TSA Employees providing Services hereunder (excluding any defined benefit pension plan or multiemployer plan, retiree medical plan, retiree life insurance plan, nonqualified deferred compensation plans or union plans); provided that the parties acknowledge that the Employee Benefit Plans that are medical plans may be terminated at the end of the Term, unless otherwise assumed by OpCo and (B) for the sole and exclusive benefit of OpCo and its Affiliates and designees identified by OpCo to Seller, each of which Seller shall cause to be included as a named insured under, those insurance policies listed on Exhibit B (the "Specified Insurance Policies"), in each case as and to the extent permitted under the terms of the applicable Specified Insurance Policy; and

(iii) direct and cause the Benefits TSA Employees to perform substantially the same functions, roles and services for OpCo, Buyer or any of Buyer's other designees that acquires any Acquired Assets (collectively, the "Buyer Parties") as were performed for Seller or any of its Subsidiaries prior to the Closing in the Ordinary Course of Business, and otherwise such functions, roles and services as reasonably directed by OpCo in connection with the transition of the Business to OpCo during the Term, in each case, other than changes required by the Bankruptcy Court, in response to the COVID-19 pandemic or as a result of any other significant market change.

Each such service listed in sub-clauses (i) through (iii) above is referred to herein as a "Service", and collectively, the "Services".

(b) Exhibit A attached hereto sets forth a list of the Employee Benefit Plans which may be assumed by OpCo as of the expiration of the Term (the "Assumed Company Benefit Plans"). The Parties acknowledge and agree that (i) OpCo shall retain the discretion to determine which Employee Benefit Plans will be assumed by OpCo for a period of 30 days following the Closing Date; and (ii) as of their assumption, all Liabilities under the Assumed Company Benefit Plans will constitute Assumed Liabilities, other than liabilities incurred during the Term solely by non-Benefits TSA Employees who participated in such Assumed Company Benefit Plans during the Term, but in all cases, including all liabilities

relating to COBRA, whether arising prior to on or following the Closing, for any current or former participants in any Assumed Company Benefit Plan (including non-Benefits TSA Employees). The Parties will cooperate reasonably and in good faith to take the actions set forth on Exhibit A with respect to the Assumed Company Benefit Plans.

Section 1.2 Employment Matters.

(a) During the Term of this Agreement:

(i) all services, acts and activities of the Benefits TSA Employees in the course of their employment with Seller or any of its Subsidiaries shall be for the benefit of the Buyer Parties;

(ii) except as otherwise provided by the terms of this Agreement, OpCo shall, in its sole discretion, have the authority to make all employment-related decisions with respect to the Benefits TSA Employees in connection with their provision of Services hereunder, including (A) having the right to direct the general scope, manner and method of activities that the Benefits TSA Employees will perform such Services on behalf of the Buyer Parties and the Business, (B) the authority to direct and manage the Benefits TSA Employees in connection with such Services, (C) the authority to set policies and procedures and codes of conduct with respect to the Benefits TSA Employees in connection with such Services, and (D) the right to request that Seller and its Subsidiaries terminate any particular Benefits TSA Employee's Services hereunder and Seller shall terminate the employment of such Benefits TSA Employee within three (3) Business Days following receipt of such request or such longer notice period required by Law or Contract (and OpCo shall be responsible for the applicable Compensation Costs through the date of such termination, including any severance, termination pay, notice pay or other Liability in respect of such termination); provided, however, that, notwithstanding the foregoing, Seller may elect, in its sole discretion, to retain any such Benefits TSA Employee to assist in the wind-down of its operations; provided that, following such election by Seller, such individual shall no longer be a Benefits TSA Employee under this Agreement (and, for the avoidance of doubt, Seller shall be responsible for the applicable Compensation Costs following the date of such election); and

(iii) except as otherwise provided by the terms of this Agreement or as agreed between OpCo and Seller, Seller shall not, and shall cause its Subsidiaries not to, without the prior written consent of OpCo, reassign, remove or reallocate any Benefits TSA Employee during the Term.

(b) Notwithstanding the foregoing, for the avoidance of doubt, (i) OpCo acknowledges that, while OpCo shall have the day-to-day authority to direct that Benefits TSA Employees provide certain Services, Seller and its Subsidiaries shall be the ultimate supervisors of the Benefits TSA Employees and shall at all times maintain the right to control the manner and means by which Services are provided and (ii) OpCo shall not instruct Seller or any of its Subsidiaries to undertake any act or omission with respect to the Benefits TSA Employees, and neither Seller nor any of its Subsidiaries shall be required to take or omit to

take any action with respect to the Benefits TSA Employees, if the same would violate applicable Law or could reasonably be expected to result in Liability to the Seller or any of its Subsidiaries.

(c) Notwithstanding anything to the contrary in Section 6.3(a) of the Purchase Agreement, within 30 calendar days following the Closing Date, OpCo shall make offers of employment to all Benefits TSA Employees on such terms and conditions as contemplated by the Purchase Agreement and with such offers to be effective as of the expiration of the Term.

Section 1.3 Service Coordinators.

(a) The Parties shall each nominate a representative to act as the primary contact person with respect to the performance of the Services (each such person, a "Service Coordinator", and collectively, the "Service Coordinators"). Unless the Parties otherwise agree in writing, all communications relating to this Agreement and the Services will be directed to the Service Coordinators. Either Party may change its Service Coordinator at any time following the date hereof upon written notice to the other Party.

(b) The Parties' Service Coordinators will attempt to resolve all disputes under this Agreement or relating to Benefits TSA Employees in good faith. Notwithstanding the foregoing, the Parties shall be entitled to all remedies available at Law, including injunctive relief.

Section 1.4 Independent Contractor. In providing Services hereunder, Seller and its Subsidiaries shall act solely as independent contractors. Nothing herein shall constitute or be construed to be or create in any way or for any purpose a partnership, joint venture or principal-agent relationship between the Parties. No Party shall have any power to control the activities and/or operations of the other Party. No Party shall have any power or authority to bind or commit any other Party. In providing the Services hereunder, Seller's and/or its Subsidiaries' employees or agents shall not be considered employees or agents of any Buyer Party, nor shall Seller's and/or its Subsidiaries' employees or agents be eligible or entitled to any compensation, benefits, or perquisites (including severance) given or extended to any of any Buyer Party's respective employees or agents. For the avoidance of doubt, each Party shall be solely responsible for the operation of its business and the decisions and actions taken in connection therewith, and nothing contained herein shall impose any Liability or responsibility on the other Party with respect thereto. Seller and its Subsidiaries shall be solely responsible throughout the Term for (a) paying to, or causing the payment to, Seller's and its Subsidiaries' employees all compensation and benefits due and owing under applicable Law, contract, or otherwise, (b) all payroll, accounting and administrative services associated with payment of each of such employees' compensation and the administration and provision of benefits pursuant to their employee benefit plans or programs and as provided by Law, (c) the payment of all federal, state and local payroll taxes, workers' compensation insurance, unemployment compensation and social security benefits for such employees and for preparing and filing any necessary returns and reports concerning those employees, (d) obtaining and maintaining in full force and effect during the Term workers' compensation insurance coverage for such employees in accordance with

applicable Law, and (e) compliance with all applicable Laws with respect to the employment of such employees; provided that, in the case of clauses (a)-(e), all such amounts and related costs shall be considered "Service Charges" for purposes of Section 2.1.

Section 1.5 Representations, Warranties and Covenants of the Parties.

(a) Organization and Authorization. Each Party represents and warrants to the other as of the date hereof that such Party is an entity validly existing and in good standing under the Laws of the state of its formation. Such Party has the requisite power and authority, and has taken all action necessary, to authorize, execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder. This Agreement has been duly executed and delivered by such Party and (assuming the due authorization, execution and delivery by the other Party) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party. The execution and delivery of this Agreement by such Party will not conflict with the organizational documents of such Party, or violate any Law or Decree to which such Party is subject.

(b) No Conflict. Each Party represents and warrants to the other as of the date hereof that performance of its respective obligations as contemplated by this Agreement will not (i) conflict with or result in a breach of the organizational documents of any such Party or, in the case of Seller, its Subsidiaries, (ii) violate any Law or Decree to which such Party or, in the case of Seller, any of its Subsidiaries, is subject, or (iii) result in a breach of, constitute a default under, or require any notice under any material contract to which such Party or, in the case of Seller, any of its Subsidiaries, is a party.

ARTICLE II
SERVICE CHARGES

Section 2.1 Fees.

(a) The Services will be provided at Seller's and its Subsidiaries' actual cost to employ the Benefits TSA Employees and provide the Services, as applicable, during the period from and including the Closing through the end of the Term (the "Service Charges") which Service Charges, for the avoidance of doubt, shall include, without limitation, as applicable (i) all "fully loaded" actual costs for the compensation and employee benefits (including all payments made to the Benefits TSA Employees, severance payments (solely to the extent such severance payments arise from the termination of a Benefits TSA Employee's employment at OpCo's request and/or direction), any paid time off and sick leave benefits, employee withholding and similar taxes, the actual costs incurred under any self-insured health care plan (subject to any stop loss policies), and any costs relating to the provision of benefits under COBRA) payable or provided to the Benefits TSA Employees in the Ordinary Course of Business with respect to the period from and after the Closing through the end of the Term (the "Compensation Costs"), (ii) all third-party costs or other non-payroll expenses incurred in connection with providing the Services and employing and providing benefits to the Benefits TSA Employees in the Ordinary Course of Business during the Term, including, without limitation, all costs relating to (A) payroll, accounting and administrative services associated with payment of each of such employees' compensation

and the administration and provision of benefits pursuant to their employee benefit plans or programs and as provided by Law, (B) the payment of all federal, state and local payroll taxes, (C) workers' compensation insurance and any cost incurred in connection with any workers' compensation claims that arise during the Term (including if payable after the Term), (D) unemployment compensation and social security benefits for such Benefits TSA Employees and (E) preparing and filing any necessary returns and reports concerning those employees ("Third Party Costs") and (iii) and any other costs, fees, expenses or liabilities incurred by or in respect of the Benefits TSA Employees. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the Service Charges in respect of the Specified Insurance Policies will not be paid via deposit into the Services Account as described below, but instead shall be determined by mutual agreement of OpCo and Seller (each acting reasonably and in good faith), to as closely as practicable equal the cost of providing such Services based on the period of time such Services are provided hereunder relative to the applicable policy period, as soon as reasonably practicable following the Term and will become due and payable by OpCo to Seller as of such determination, with payment to be made by OpCo to Seller promptly thereafter.

(b) Subject to Section 2.1(d), with respect to each payroll period ending during the Term, at least three (3) Business Days in advance of the date the applicable payroll becomes due, OpCo will deposit, or cause to be deposited, cash into a segregated account jointly controlled by Seller and OpCo (the "Services Account") the amount provided by Seller at least five (5) Business Days prior to the date the applicable payroll becomes due, which amount would be Seller's good-faith estimate of the Compensation Costs incurred for such payroll period (including any reductions in aggregate Compensation Costs as a result of any termination of Benefits TSA Employees in accordance with the terms of this Agreement) and any applicable Third-Party Costs. Subject to Section 2.1(d), in the event Seller determines that the amount of cash on deposit in the Services Account (after deducting the amount of any Third-Party Costs that have not yet been paid) is insufficient to pay for the Compensation Costs or Third-Party Costs incurred during the applicable payroll period, Seller shall immediately inform OpCo in writing and OpCo shall as promptly as reasonably practical deposit, or cause to be deposited, into the Services Account an amount of cash sufficient to cover such shortfall.

(c) Subject to Section 2.1(d), no later than the fifth Business Day following the Closing Date, OpCo will deposit, or cause to be deposited, an amount equal to the Seller's good faith estimate of the Third Party Costs and the Service Charges for the first payroll.

(d) The obligations of Seller and its Subsidiaries to provide the Services hereunder shall be conditioned upon OpCo's prepayment of the Service Charges and Third Party Costs payable hereunder in accordance with this Section 2.1 (subject to Section 2.1(d)). For the avoidance of doubt, nothing herein shall require double payment in respect of the obligations of the Buyer or OpCo, as applicable, set forth in the Purchase Agreement, this Agreement or the other Related Agreements.

(e) Within thirty (30) Business Days following the end of the Term, Seller shall deliver a report to OpCo setting forth, in reasonable detail the Service Charges actually incurred over the course of the Term (the "Report"). In the event that, following final

resolution of the Report in accordance with Section 3.1, the actual Service Charges for the Term is less than the amount deposited by OpCo into the Services Account, OpCo may authorize the disbursement of such excess (the "Excess Amount") from the Services Account to OpCo. The Parties acknowledge and agree that OpCo shall be solely liable for all claims, costs and liabilities incurred during the Term (including those payable after the Term) in respect of Benefits TSA Employees under any Employee Benefit Plan that is not an Assumed Company Benefit Plan (including any such claims, costs and liabilities arising after the date of the Report, but in all events excluding any claims, costs and liabilities with respect to defined benefit pension plan or multiemployer plan, retiree medical plan, retiree life insurance plan, nonqualified deferred compensation plans or union plans) and the Parties shall work in good faith with any providers to ensure that OpCo shall be liable for such claims, costs and liabilities.

Section 2.2 Taxes.

(a) The Service Charges are exclusive of any and all sales, use, transfer, value-added, goods or services Taxes or similar gross-receipts-based Taxes ("Sales and Services Taxes") required by Law to be collected from OpCo or which may be assessed on the provision of the Services hereunder. If any Sales and Services Taxes are assessed on the provision of any of the Services under this Agreement, (i) Seller will deliver to OpCo an invoice (or other valid and customary documentation) reflecting such Sales and Services Taxes in accordance with applicable Law, (ii) OpCo will pay to Seller the amount shown as due on such invoice in accordance with Section 2.1, and (iii) Seller will remit such amount to the applicable Tax authority in accordance with applicable Law. Seller shall be responsible for any Sales and Services Taxes (including any deficiency, interest and penalties) imposed as a result of a failure to timely remit any Sales and Services Taxes to the applicable Tax authority to the extent OpCo timely remits such Sales and Services Taxes to Seller or OpCo's failure to timely remit such Sales and Service Taxes results from Seller's failure to timely charge or provide notice of such Sales and Services Taxes to OpCo.

(b) Notwithstanding anything in this Agreement to the contrary, OpCo shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as OpCo is required to deduct and withhold with respect to the making of any such payment under any provision of U.S. federal, state, local or foreign law. To the extent that amounts are so withheld, OpCo shall promptly submit to Seller written evidence of payment of any such withholding Tax to the applicable Tax authority, and such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(c) In the event that a Party (the "Transferor Party") receives any credit, reduction or refund of any Sales and Services Taxes (a "Tax Benefit") for which the other Party (the "Transferee Party") is economically responsible pursuant to this Agreement, the Transferor Party shall (i) promptly provide to the Transferee Party a copy of the certificate or other documentation from the applicable Tax authorities showing the receipt of such Tax Benefit, and (ii) provide the Transferee Party with an amount equal to such Tax Benefit, as and when actually realized and net of any additional Taxes or reasonable expenses incurred in connection therewith by the Transferor Party. A Transferee Party shall repay any Tax

Benefit paid pursuant to this Section 2.2(c) (plus any penalties, interest, or other charges imposed by the relevant Tax authority that are not attributable to the actions of Transferor Party) in the event that the Transferor Party is required to repay such Tax Benefit to such Tax authority.

(d) The Parties will cooperate with each other in determining the extent to which any Sales and Service Taxes described in this Section 2.2 are due and owing under the circumstances and in minimizing any such Sales and Service Taxes, including by making reasonably available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party. Each Party agrees to provide the other Party such information and data as reasonably requested from time to time, and to fully cooperate with the other Party, in connection with (i) the reporting of any Sales and Services Taxes or other Taxes connected to the provision of Services under this Agreement, (ii) any audit relating to any Sales and Services Taxes or other Taxes connected to the provision of Services under this Agreement, or (iii) any assessment, refund, claim or legal proceeding relating to any Sales and Services Taxes or other Taxes connected to the provision of Services under this Agreement. Each Party shall promptly notify the other Party of any deficiency claim or similar notice by a Tax authority with respect to any Sales and Services Taxes or other Taxes connected to the provision of Services under this Agreement.

ARTICLE III
DISPUTE

Section 3.1 Disputes. If OpCo, acting in good faith, disputes the amount of any Service Charge set forth in the Report, OpCo shall notify Seller in writing of the amount of the disputed Service Charge and provide a reasonably detailed description of the reasons for the disputed charge, cost or expense. In the event resolution is not reached by the Parties within five (5) Business Days after receipt of the Report, the matter shall be referred to the Bankruptcy Court in accordance with Section 5.6. Subject to the terms and conditions of this Agreement, the failure of the Parties to resolve a dispute pursuant to this Section 3.1 shall not relieve a Party hereto of its obligations hereunder.

Section 3.2 Audit Rights. At all times during the term of this Agreement, Seller shall, and shall cause its Subsidiaries to, maintain books of account, receipts, disbursements and all other records relating to the Services performed hereunder, in each case that are sufficient to support the calculation of the Service Charges. OpCo shall have the right, at reasonable times during usual business hours of Seller to audit such books and records, and such books and records shall be transferred to OpCo upon the expiration of the Term. This Section 3.2 shall survive termination or expiration of this Agreement for a period of twelve (12) months. In the event that the audit reveals that OpCo was overbilled, the matter shall be referred to the Bankruptcy Court in accordance with Section 5.6.

Section 3.3 Insurance. Seller shall, and shall cause its Subsidiaries to, at all times during the Term, maintain (i) worker's compensation and employer's liability insurance policies with respect to the Benefits TSA Employees (and shall endorse OpCo as a named insured on all such policies), in such amounts and with such limits as are consistent with the

amounts and limits Seller or its Subsidiaries maintained in respect of the Benefits TSA Employees immediately prior to the Closing, or as the Parties may from time to time otherwise agree, or with the consent of OpCo, Seller or its Subsidiaries may self-insure those risks in accordance with applicable Laws and (ii) unless OpCo consents otherwise in writing, the Specified Insurance Policies. For the avoidance of doubt, all costs related to maintaining and providing such insurance (including the Specified Insurance Policies) shall be Third-Party Costs under this Agreement, payable in accordance with Section 2.1.

Section 3.4 Seller as Employer. Notwithstanding the Services provided by Seller to OpCo, the Parties acknowledge and agree that Seller or its relevant Subsidiary is and shall remain the employer of the Benefits TSA Employees, and the Benefits TSA Employees shall remain subject to the policies, procedures, codes of conduct and other rules established by the Seller and its Subsidiaries regarding conditions of employment. Subject to OpCo's compliance with the payment obligations under Section 2.1, Seller or its relevant Subsidiary shall be responsible for the payment to the Benefits TSA Employees of all payroll expenses, and, at the reasonable request of OpCo, Seller shall provide to OpCo, evidence that all of such payments have been made.

Section 3.5 Liabilities. Except as specifically provided in this Agreement or as set forth in the Purchase Agreement, Buyer and OpCo shall have no Liability under, or with respect to, any Employee Benefit Plan or Specified Insurance Policy prior to or during the Term; provided, however, for the avoidance of doubt, the costs of administration of any Employee Benefit Plan and maintenance of any Specified Insurance Policy during the Term or any other fees or expenses incurred in respect thereof in the Ordinary Course of Business during the Term shall be Third-Party Costs under this Agreement, payable in accordance with Section 2.1.

ARTICLE IV
TERM AND TERMINATION

Section 4.1 Term. The term of this Agreement will commence as of the Closing and end on the sixtieth (60^{th}) day thereafter or such earlier date as selected by OpCo in writing, with at least ten (10) Business Days advance notice to Sellers (the "Term").

Section 4.2 Effect of Termination. In the event of termination of this Agreement upon the expiration of the Term on the sixtieth day after the Closing Date, this Agreement shall cease to have further force or effect, and neither Party shall have any Liability to the other Party with respect to this Agreement; provided that:

(a) expiration of the Term shall not release a Party from any Liability or obligation that already has accrued as of the effective date of such expiration and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies or claims which a Party may have hereunder at Law, in equity or otherwise or which may arise out of or in connection with such termination or expiration; and

(b) Section 2.1(e) (Fees), Section 2.2 (Taxes), Section 3.1 (Disputes), Section 3.2 (Audit Rights) and Article V (Miscellaneous) shall survive the expiration of this Agreement

and shall remain in full force and effect.

ARTICLE V
MISCELLANEOUS

Section 5.1 Limitation of Liability; Disclaimer of Warranties.

(a) To the maximum extent permitted by applicable Law, and except for any breaches of Seller's or any of its Affiliates' confidentiality obligations hereunder, under any Related Agreement or under the Confidentiality Agreement, in no event shall Seller or any of its Affiliates have any Liability under any provision of this Agreement, including any Liability for consequential or other indirect damages, including for any loss of profits, revenue, business reputation or opportunity, any diminution of value, or any damages (each of which is hereby disclaimed) arising from or related to the Services provided hereunder or otherwise under this Agreement, and OpCo shall indemnify, defend and hold harmless Seller and its Subsidiaries from any and all Liabilities that arise from or are related to any actions or omissions of OpCo in connection with the Services provided hereunder (including any action or omission by Seller or its Subsidiaries at the direction of OpCo in accordance with this Agreement) or otherwise under this Agreement, including, without limitation, with respect to any Service Charges incurred pursuant to this Agreement and any employment-related Liabilities arising under applicable Laws governing workers compensation, discrimination, harassment, job loss, wrongful termination, wage and hour Laws, mass layoffs and plant closings applicable to the Benefit TSA Employees providing Services to OpCo during the Term, except for and to the extent of any damages to OpCo caused by the fraud, gross negligence or willful misconduct of or material breach of this Agreement, in each case by Seller or its Subsidiaries in the performance of Services under this Agreement; provided that prior to seeking any such indemnification hereunder, Seller shall promptly after it obtains knowledge thereof, provide notice of any fact or circumstance that would constitute a breach of this Agreement to OpCo and shall provide OpCo a reasonable opportunity to cure (if capable of cure) such breach. Except as expressly set forth herein or in the Related Agreements, (a) Seller does not guarantee or warrant the Services to be provided hereunder, (b) the Services shall be provided on an "as is" and "with all faults" basis and (c) there are no, and OpCo is not relying on any, express or implied warranties or guarantees of any kind, including any warranty of merchantability, non-infringement or fitness for a particular purpose, and all such warranties not expressly set forth herein or in the Related Agreements are expressly disclaimed.

(b) Seller shall indemnify, defend and hold harmless OpCo and its Subsidiaries from any and all Liabilities that arise from or are related to any material breach of this Agreement by Seller or its Subsidiaries, except for and to the extent of any damages caused by the fraud, gross negligence or willful misconduct of or material breach of this Agreement, in each case by OpCo or its Subsidiaries; provided that, prior to seeking any such indemnification hereunder, OpCo shall promptly after it obtains knowledge thereof, provide notice of any fact or circumstance that would constitute a breach of this Agreement to Seller and shall provide Seller a reasonable opportunity to cure (if capable of cure) such breach.

(c) The Parties acknowledge that the foregoing limitations of liability are an

essential element of this Agreement and that in their absence the pricing and other terms of this Agreement would be materially different. For the avoidance of doubt, nothing in this Section 5.1 shall limit either Party's right to seek specific performance under Section 5.10 hereunder or obtain other equitable relief.

Section 5.2 Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 5.2 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 5.3 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) on the day such communication was received by e-mail; or (d) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to OpCo:

BB OpCo LLC
c/o Simon Property Group
225 West Washington Street
Indianapolis, Indiana 46204
Attention: Stanley Shashoua; Steven Fivel; David Dick
E-Mail: SShashoua@simon.com;
SFivel@simon.com; DDick@aeropostale.com

With copies to (which shall not constitute notice):	Authentic Brands Group 1411 Broadway New York, New York 10001 Attention: Jay Dubiner E-mail: jdubiner@abg-nyc.com Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019 Attention: Edward T. Ackerman; Robert B. Schumer E-mail: eackerman@paulweiss.com; rschumer@paulweiss.com
If to Seller:	Steven Goldaper 100 Phoenix Drive Enfield, CT 06082 E-mail: SGoldaper@brooksbrothers.com
With copies to (which shall not constitute notice):	Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attention: Jackie Cohen and Garrett Fail E-mail: Jackie.Cohen@weil.com; Garrett.Fail@weil.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 5.3.

Section 5.4 Assignment; Binding Effect; No Delegation of Services. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives and permitted assigns, including any trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code. Notwithstanding the foregoing, no Party to this Agreement may assign any of its rights or delegate any or all of its obligations under this Agreement to any Person other than to an Affiliate without the express prior written consent of the other Party, and any purported assignment in violation of the foregoing shall be null and void; provided that such assignment shall not relieve the assigning Party of its obligations hereunder. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to any provision of this Agreement.

Section 5.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 5.6 Governing Law, etc.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware (without giving effect to the principles of conflict of Laws of any jurisdiction that would cause the application of the Law of a jurisdiction other than Delaware, except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

(b) Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or the transactions contemplated hereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court, or (b) bring any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 5.3; provided, however, that nothing in this Section 5.6 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or the transactions contemplated hereby.

(c) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.7 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

Section 5.8 Interpretation. Unless otherwise indicated herein to the contrary:

(a) When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement.

(b) The words "include," "includes" or "including" and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words "without limitation."

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The word "if" and other words of similar import shall be deemed, in each case, to be followed by the phrase "and only if."

(e) The use of "or" herein is not intended to be exclusive.

(f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

(g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(h) References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(i) Any reference herein to "Dollars" or "$" shall mean United States dollars.

(j) If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(k) The words "to the extent" shall mean "the degree by which" and not "if.".

Section 5.9 Entire Agreement. This Agreement, the Purchase Agreement, and the other Related Agreements constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 5.10 Specific Performance. The Parties shall be entitled to an injunction or injunctions to enforce specifically the Parties' respective covenants and agreements under this Agreement, without the requirement of posting a bond or other security or making a showing of irreparable harm.

Section 5.11 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 5.12 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BUYER:

BB OPCO LLC

DocuSigned by:
By: David J. Dick
7EB5D58CEACC450...
Name: David J. Dick
Title: Chief Financial Officer

SELLER:

BROOKS BROTHERS GROUP, INC.

By: _____
Name:
Title:

SELLER:

BROOKS BROTHERS GROUP, INC.

By: DocuSigned by: Steven Goldaper F06BA2C05AE7411...

Name: Steven Goldaper
Title: Chief Financial Officer

EXHIBIT A

Assumed Company Benefit Plans

Subject to further revision in accordance with Section 1.1(b) of this Agreement, effective as of the expiration of the Term, OpCo may assume the sponsorship of the following Employee Benefit Plans:

1. Retirement Plan - Fidelity
    a. Brooks Brothers 401(k) Retirement Savings Plan
2. Medical Plans
    a. UHC Brooks Brothers Group, Inc. Choice Plus PPO Plan
    b. UHC Brooks Brothers Group, Inc. Choice Plus CDHP Plan
    c. Humana Health Plans of Puerto Rico Inc. POS Basic
    d. Express Scripts
        i. Pharmacy Benefit Management Plan
            1. Livongo Diabetes
            2. Livongo Hypertension
            3. Save On SP
3. Dental Plans
    a. CIGNA DPPO1
    b. CIGNA DPPO2
4. Short Term Disability Plans
    a. The Hartford Short Term Disability Salary Continuation Plan – Hourly
    b. The Hartford Short Term Disability Salary Continuation Plan - Salaried
5. Long Term Disability Plans
    a. The Hartford Long Term Disability Plan – Hourly
    b. The Hartford Long Term Disability Plan - Salaried
6. Life Insurance Plans

a. The Hartford Group Basic Term Life, Supplemental Dependent Life, Supplemental Term Life, Basic Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment Plan - Hourly

b. The Hartford Group Basic Term Life, Supplemental Dependent Life, Supplemental Term Life, Basic Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment Plan - Salaried

7. Flexible Spending Accounts

    a. WageWorks - Brooks Brothers Flexible Benefits Plan

    b. Commuter Expense Reimbursement Account

8. Vision

    a. Eye Med Insight Plan D – Non-Voluntary Discount Plan

    b. EyeMed Insight Plan H Fixed Fee – Voluntary Plan

9. Voluntary Benefits

    a. Unum - Brooks Brothers Group Accident Insurance Plan

    b. Unum – Brooks Brothers Critical Illness Insurance Plan

    c. Nationwide - Pet Insurance

    d. Arag – Ultimate Advisor Group Legal Insurance Plan

    e. InfoArmor – PrivacyArmor Identity Theft Insurance Plan

    f. Gradvisor

    g. CommonBond Lending LLC – Common Bond

    h. MetLife Home & Auto

10. HealthAdvocate

11. Employee Assistance Plan

    a. New Directions EAP

Tyler Hughes Fund

For the avoidance of doubt, OpCo will also assume any stop-loss policies associated with the assumed Employee Benefit Plans listed on this Exhibit A.

EXHIBIT B

Specified Insurance Policies

1. Workers' Compensation (Deductible) – Property/Casualty Ins Company of Harford – 12WNJ80406

2. Workers' Compensation (Retro-WI) – Twin City Fire Insurance Company – 12WBRJ80407

3. General Liability – Hartford Fire Insurance Co. – 12CSEJ80408

4. Commercial Automobile – Hartford Fire Insurance Co. – 12ABJ80409

5. Umbrella – Safety Merchants and Retail Tenants Umbrella Program

    a. Great American Insurance Co. – UMB 9999753

    b. Fireman's Fund Insurance Co. – SHX 00058127027

    c. Fireman's Fund Insurance Co. – SHX 00058217027

    d. Ohio Casualty Insurance Co. – 1000332602-01

6. Foreign Master Controlled Program – Casualty – Travelers Property & Casualty Company of America – ZPP 12R89826

7. Commercial Property – Travelers Property Casualty Co of America – KTJCMB5P32044820

8. Excess High Hazard Flood (Scheduled Locations) – Navigators Specialty Insurance Co. – BO20HCMZ04LACIC

9. Excess California Earthquake (Schedule Locations) – Certain Underwriters at Lloyd's, London – LLO18478

10. Ocean Marine – Travelers Property & Casualty Insurance Co – ZOC14P5542020ND

11. Executive Risk Package – Federal Insurance Co. – 81719919

12. Special Coverage – Federal Insurance Co. – 82089501

13. Privacy & Network Liability/Cyber – Lloyds of London (Beazley) – W1B97D190401

14. Group Travel Accident – Federal Insurance Co./Chubb – 99079401

THIS IS **EXHIBIT "W"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT ("Occupancy Agreement") is effective as of the 31st day of August, 2020, by and between Brooks Brothers Group, Inc., a Delaware corporation on behalf of itself and its Subsidiaries ("Licensor") and SPARC GROUP LLC, a Delaware limited liability company on behalf of itself and its Subsidiaries and other applicable Affiliates ("Licensee"). Each of Licensor and Licensee is sometimes referred to herein as a "Party".

RECITALS:

A. Licensor and Licensee are parties to that certain Asset Purchase Agreement dated as of July 23, 2020 (as may be amended, restated, supplemented, or modified from time to time, the "Purchase Agreement") pursuant to which the Licensor agreed to sell to the Licensee the rights to designate certain Contracts (the "Designation Rights") including, among others, the Leases and the Licensee agreed to purchase from the Licensor the Designation Rights on the terms and subject to the conditions set forth in the Purchase Agreement.

B. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

C. The transactions contemplated by the Purchase Agreement were consummated on the date hereof ("Closing Date").

D. Prior to the Closing Date, the Business and one or more affiliates of Licensor occupied the leased premises related to the Designated Leases.

E. Pursuant to Section 2.8(k) of the Purchase Agreement, the operation of the leased premises under each of the Designated Leases during the Designation Rights Period (collectively, the "Occupancy Leased Premises") will be governed by the terms of this Occupancy Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, Licensor and Licensee do hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee an exclusive license to use and occupy the Occupancy Leased Premises during the Term (as defined below). It is hereby specifically acknowledged and agreed to by both Licensor and Licensee that this Occupancy Agreement is not intended to negate or supersede the terms of the Purchase Agreement nor are the terms of the Purchase Agreement intended to negate or supersede the terms of this Occupancy Agreement, and to the extent of any conflict, the terms of the Purchase Agreement shall govern and control.

2. Use.

(a) The Occupancy Leased Premises may be used by Licensee in a manner that is substantially similar to the manner in which the Occupancy Leased Premises were used for the operation of the Business during the twelve month period immediately prior to the Closing Date; provided, however, that Licensee shall be permitted to use the Occupancy Leased Premises to the

fullest extent permitted under the applicable Designated Lease demising the Occupancy Leased Premises; including, for the avoidance of doubt, to conduct closing sales or other similar sales at the Occupancy Leased Premises. Subject to the terms of the Purchase Agreement, Licensee shall comply with all federal, state and local governmental laws, rules, regulations and ordinances applicable to Licensee's use and/or occupancy of the Occupancy Leased Premises during the Term (collectively, the "Applicable Laws") and with any leases or other agreements affecting Licensor's rights with respect to the Occupancy Leased Premises. During the Designation Rights Period, Licensee will be permitted to operate the Occupancy Leased Premises pursuant to this Occupancy Agreement.

3. Term. The term of this Occupancy Agreement (the "Term") shall commence on the Closing Date and expire with respect to each Occupancy Leased Premises upon the earlier of (i) the expiration of the Designation Rights Period with respect to such Occupancy Leased Premises as set forth in the Purchase Agreement or (ii) the expiration of the Designated Lease for such Occupancy Leased Premises.

4. Consideration. Licensee shall not have any obligation to pay any compensation to Licensor for the use and/or occupancy of the Occupancy Leased Premises during the Term other than that set forth in the Purchase Agreement.

5. Expenses; Condition of Occupancy Leased Premises. Licensee shall pay directly (or reimburse Licensor) for all Liabilities incurred in connection with the Occupancy Leased Premises in accordance with Section 2.8(e) of the Purchase Agreement.

6. Alterations. During the Term, Licensee shall not make any material alterations to or undertake any material construction at the Occupancy Leased Premises, including modifications to the exterior of the building and signage, without the prior written approval of Licensor, which shall not be unreasonably withheld, conditioned or delayed, subject to compliance with the terms of the applicable Designated Lease, or otherwise with the consent of the landlord under the applicable Designated Lease.

7. Liens. During the Term, Licensee shall keep the Occupancy Leased Premises and appurtenant easements free from any liens (other than Permitted Liens, provided that Licensee shall remove any Permitted Liens to the extent required under the applicable Designated Lease in the event that such Designated Lease is rejected by Licensor) for any labor or material furnished to Licensee in connection with any work performed at the Occupancy Leased Premises by Licensee or its contractors or agents during the Term, except that Licensee shall have the right to contest the validity or amount of any such lien provided that Licensee shall maintain adequate reserves with respect to the same contest.

8. Surrender. If the Designated Lease for any Occupancy Leased Premises does not become designated for assumption and assignment pursuant to a Designation Notice on or before the end of the Designation Rights Period in accordance with Section 2.8(c) of the Purchase Agreement, then upon expiration of the Term, Licensee shall remove any acquired Inventory and other personal property from the Occupancy Leased Premises prior to expiration of the Term and shall deliver possession of the Occupancy Leased Premises to Licensor with any acquired Inventory and other personal property removed, and otherwise in the condition as

required under the applicable Designated Lease upon expiration or earlier termination thereof. Any of Licensee's property that is left on the Occupancy Leased Premises after expiration of the Term shall be deemed abandoned and Licensor shall have no Liability with respect thereto and Licensor may dispose of and/or demolish any such property without compensation to Licensee.

9. As Is. Subject to the terms of, and except as otherwise set forth in, the Purchase Agreement, Licensee hereby acknowledges that Licensee accepts the Occupancy Leased Premises in "AS IS" condition without any representation or warranty of any kind. Licensee has performed and is relying solely on its own investigation or independent inquires as to the condition of the Occupancy Leased Premises or Licensee has elected to waive any right to perform its own investigation or independent inquiries as to the condition of the Occupancy Leased Premises and agrees that, except as set forth in the Purchase Agreement, Licensee is not relying on any representation of Licensor regarding the physical condition of the Occupancy Leased Premises, any environmental matters affecting the Occupancy Leased Premises or regarding the suitability of the Occupancy Leased Premises for any particular purpose. Licensee agrees to accept the Property from Licensor hereunder in such condition.

10. Risk of Loss. Licensee shall bear the responsibility and Liability for any loss of or damage to any Inventory or any of Licensee's property located at, on or about the Occupancy Leased Premises during the Term.

11. Indemnity. Licensee shall indemnify and hold Licensor and Licensor's parents, subsidiaries and affiliated companies and their respective officers, directors, shareholders, agents, employees, invitees, customers, contractors or subcontractors (collectively, "Licensor Parties") harmless from and against all claims, actions, losses, damages, costs and expenses (including without limitation all reasonable attorney's fees and court costs), and Liabilities (except those caused by the willful misconduct or grossly negligent acts or omissions of any Licensor Party), arising out of Licensee's use and occupancy of the Occupancy Leased Premises, including without limitation, any of same arising out of actual or alleged injury to or death of any person or loss of or damage to property in or on the Occupancy Leased Premises, in each case solely during the Term. The terms of this paragraph shall survive the termination of this Occupancy Agreement.

12. Destruction (Fire or Other Cause) and Eminent Domain. In the event of casualty or taking of all or any part of the Occupancy Leased Premises under the power of eminent domain, all insurance recoveries and all warranty and condemnation proceeds received or receivable during the Term with respect to such Occupancy Leased Premises shall be paid to Licensee. During the Term, each Party will use commercially reasonable efforts to provide the other Party with prompt notice of any casualty or condemnation at any Occupancy Leased Premises. Nothing in this Section 12 shall relieve the Licensee from surrendering the Occupancy Leased Premises in accordance with Section 8 hereof.

13. Assignment. Except as otherwise provided in the Purchase Agreement, during the Term of this Occupancy Agreement, Licensee shall not assign this Occupancy Agreement or further license the use and/or occupancy of all or any part of the Occupancy Leased Premises.

14. Notices. Any notice, consent or other communication required or permitted under this Occupancy Agreement shall be in writing and shall be delivered in accordance with Section 9.7 of the Purchase Agreement.

15. Licensor Access. During the Term of this Occupancy Agreement, Licensor shall only be permitted access to the Occupancy Leased Premises in the event of an emergency or as otherwise consented to in writing by Licensee, which consent shall not be unreasonably withheld, conditioned or delayed, provided that there is no unreasonable interference with Licensee's use and occupancy of the Occupancy Leased Premises (taking into account the nature of the emergency).

16. Miscellaneous.

(a) Voluntary Agreement. The parties have read this Occupancy Agreement, and on advice of counsel they have freely and voluntarily entered into this Occupancy Agreement.

(b) Governing Law. This Occupancy Agreement shall be construed and enforceable in accordance with the laws indicated in Section 8.9 of the Purchase Agreement. Any lawsuit brought by Licensor or Licensee against the other must comply with the requirements of the Purchase Agreement.

(c) Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Occupancy Agreement or the transactions contemplated hereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Occupancy Agreement or the transactions contemplated hereby in any other court; provided, however, that if the Bankruptcy Cases have not been commenced, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, any other court of the State of Delaware or any federal court sitting in the State of Delaware, for the resolution of any such claim or dispute. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 14; provided, however, that nothing in this Section 16(c) shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Occupancy Agreement or the transactions contemplated hereby.

(d) WAIVER OF TRIAL BY JURY; INJUNCTION. LICENSOR AND LICENSEE EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION

ARISING OUT OF OR RELATING TO THIS OCCUPANCY AGREEMENT, THE PURCHASE AGREEMENT, OR THE RELATED AGREEMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT OR IN TORT, IN LAW OR IN EQUITY OR GRANTED BY STATUTE).

(e) Agreements. This Occupancy Agreement together with the Purchase Agreement and the other Related Agreements constitute the entire agreement between the parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the parties to the extent they relate in any way to the subject matter hereof. Nothing in this Occupancy Agreement shall alter any Liability arising under the Purchase Agreement. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Occupancy Agreement, the provisions of the Purchase Agreement shall govern.

(f) Amendment; Waiver. No amendment of any provision of this Occupancy Agreement shall be valid unless the same shall be in writing and signed by each party. No waiver of any breach of this Occupancy Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Occupancy Agreement. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Occupancy Agreement shall be binding unless this Occupancy Agreement is amended or modified in writing pursuant to the first sentence of this Section 16(f) except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

(g) Headings. The section headings and the table of contents contained in this Occupancy Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Binding Effect. This Occupancy Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

(j) Mutual Drafting. The parties have participated jointly in the negotiation and drafting of this Occupancy Agreement. In the event an ambiguity or question of intent or interpretation arises, this Occupancy Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Occupancy Agreement.

(k) Time is of the Essence. Time is of the essence with respect to the timeliness of all obligations of Licensor and Licensee under this Occupancy Agreement.

(l) No Recording. Neither Licensor nor Licensee shall record this Occupancy Agreement.

(m) Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Occupancy Agreement may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing ("Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Occupancy Agreement or based on, in respect of, or by reason of this Occupancy Agreement or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Party Affiliates with respect to the performance of this Occupancy Agreement or any representation or warranty made in, in connection with, or as an inducement to this Occupancy Agreement. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 16(m).

(n) Savings Clause. To the extent any agreement to which Licensor or its Subsidiaries is a party prohibits or limits the ability of Licensor to enter into this Occupancy Agreement or limits the rights which may be granted pursuant to this Occupancy Agreement, then the rights granted pursuant to this Occupancy Agreement will automatically and without further action be limited to the maximum rights that may be granted in compliance with such other agreement and Licensor and Licensee will cooperate in all reasonable respects in order to grant to Licensee all material benefits intended to be provided pursuant to this Occupancy Agreement and remain in compliance with such other agreement.

(o) Severability. The invalidity or unenforceability of any provision of this Occupancy Agreement shall not affect the validity or enforceability of any other provisions of this Occupancy Agreement. In the event that any of the provisions of this Occupancy Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such

provisions shall be limited or eliminated only to the minimum extent necessary so that this Occupancy Agreement shall otherwise remain in full force and effect.

[Signatures Appear on Following Page.]

LICENSEE:
SPARC GROUP LLC, a Delaware Limited Liability Company

By: _____
Name: David Dick
Title CFO

LICENSOR:

BROOKS BROTHERS GROUP, INC., a Delaware corporation

By: _____
Name: Steven Goldaper
Title: Chief Financial Officer

THIS IS **EXHIBIT "X"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
Commissioner for Taking Affidavits

836

Fill in this information to identify the case:

United States Bankruptcy Court for the District of Delaware

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 Brooks Brothers Canada Ltd.

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

Brooks Brothers

3. Debtor's federal Employer Identification Number (EIN) N/A

4. Debtor's address

Principal place of business

100 Phoenix Avenue
Number Street

Enfield CT 06082
City State ZIP Code

Hartford
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL) https://www.brooksbrothers.com/

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

Debtor Brooks Brothers Canada Ltd. Case number (if known) _____
Name

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?

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.

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. *Check all that apply*:
  - ☐ 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?

If more than 2 cases, attach a separate list.

- ☒ No
- ☐ Yes District _____ When _____ (MM/ DD/ YYYY) Case number _____

District _____ When _____ (MM / DD/ YYYY) Case number _____

838

Debtor Brooks Brothers Canada Ltd. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

☒ Yes Debtor See Schedule 1 Relationship See Schedule 1

District Delaware When July 8, 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 creditors

☐ 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		

839

Debtor Brooks Brothers Canada Ltd. 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 September 10, 2020
MM / DD / YYYY

✘ */s/ Stephen Marotta* — Stephen Marotta
Signature of authorized representative of debtor — Printed name

Chief Restructuring Officer
Title

18. Signature of attorney

✘ */s/ Zachary I. Shapiro* — Date September 10, 2020
Signature of attorney for debtor — MM / DD / YYYY

Zachary I. Shapiro	Garrett A. Fail
Printed Name	
Richards, Layton & Finger, P.A.	Weil, Gotshal & Manges LLP
Firm Name	
One Rodney Square, 920 North King Street	767 Fifth Avenue
Address	
Wilmington, Delaware 19801	New York, New York 10153
City/State/Zip	
(302) 651-7700	(212) 310-8000
Contact Phone	
shapiro@rlf.com	garrett.fail@weil.com
Email Address	
5103	Delaware
Bar Number	State

Schedule 1

Pending Bankruptcy Cases Filed by Affiliates of the Debtor

On July 8, 2020, each of the affiliated entities listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware.

COMPANY
Brooks Brothers Group, Inc.
Brooks Brothers International, LLC
696 White Plains Road LLC
Brooks Brothers Restaurant, LLC
BBD Holding 1, LLC
BBD Holding 2, LLC
BBDI, LLC
Deconic Group LLC
Golden Fleece Manufacturing Group, LLC
RBA Wholesale, LLC
Retail Brand Alliance Gift Card Services, LLC
Retail Brand Alliance of Puerto Rico, Inc.
Brooks Brothers Far East Limited

ACTION BY WRITTEN CONSENT OF
THE GOVERNING BODY
OF
BROOKS BROTHER CANADA LTD.

September 9, 2020

WHEREAS, the undersigned (the "**Governing Body**") of Brooks Brothers Canada Ltd. (the "**Company**"), does hereby consent to, adopt, and approve, by written consent in accordance with the applicable provisions of the Ontario Business Corporations Act, the following resolutions and each and every action effected thereby.

WHEREAS, the Governing Body of the Company has reviewed and had the opportunity to ask questions about the materials presented by the management and the legal and financial advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's businesses;

WHEREAS, the Governing Body of the Company has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider, and has considered, each of the strategic alternatives available to the Company;

WHEREAS, on July 8, 2020, the Brooks Brothers Group, Inc. ("**BBGI**") and certain of its subsidiaries (collectively, the "**Chapter 11 Debtors**") filed petitions seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"); and

WHEREAS, the Governing Body desires to approve the following resolutions.

I. Commencement of BB Canada Chapter 11 Case and Canadian Recognition Proceedings

NOW, THEREFORE, BE IT RESOLVED, that, with respect to the Company, the Governing Body has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that a petition be filed by the Company seeking relief under the Bankruptcy Code (the "**BB Canada Chapter 11 Case**") and to have the BB Canada Chapter 11 Case jointly administered for procedural purposes as part of the chapter 11 cases of the Chapter 11 Debtors (collectively, including with respect to the BB Canada Chapter 11 Case, the "**Chapter 11 Cases**"); and be it further

RESOLVED, that, with respect to the Company, the Governing Body has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that the Company file or cause any other Chapter 11 Debtor to file an application for the recognition of the Chapter 11 Cases pursuant to proceedings under Part IV of the Companies' Creditors Arrangement Act (Canada) (the "**Recognition Proceedings**") in the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"); and be it further

RESOLVED, that any officer or other authorized person of the Company, including

officers appointed pursuant to Section II below (each, an "**Authorized Person**"**),** in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, with full power of delegation, and directed to negotiate, execute, deliver, and file, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, and other documents in connection with the Chapter 11 Cases (the "**Chapter 11 Filings**"**)** in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"**),** or in connection with the Recognition Proceedings in the CCAA Court (the "**CCAA Materials**") (with such changes therein and additions thereto as any such Authorized Person may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings or the CCAA Materials by any such Authorized Person with any changes thereto to be conclusive evidence that any such Authorized Person deemed such changes to meet such standard); and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds which such Authorized Person deems necessary, appropriate, or desirable in connection with the Chapter 11 Cases, the Chapter 11 Filings, the Recognition Proceedings, and/or the CCAA Materials, including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Person deems necessary, proper, or desirable, and (ii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the Chapter 11 Cases and the Recognition Proceedings, with a view to the successful prosecution of the Chapter 11 Cases and the Recognition Proceedings (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

II. Officers

RESOLVED, that the individuals set forth below be, and hereby are, elected to the newly created offices of the Company set forth opposite their names, to serve subject to and in accordance with, the governing documents of the Company and direction of the Governing Body, and to hold such offices until their job is satisfied or until their earlier death, resignation or removal:

Stephen Marotta	Chief Restructuring Officer
Adrian Frankum	Restructuring Officer

III. Retention of Advisors

RESOLVED, that, in connection with the Company's Chapter 11 Cases and the Recognition Proceedings, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals which such Authorized Person deems necessary, appropriate, or desirable in connection with, or in furtherance of, the Company's Chapter 11 Cases and the Recognition Proceedings, with a view to the successful prosecution of the Chapter 11 Cases and the Recognition Proceedings (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

RESOLVED, that, with respect to the Company, the law firm of Weil, Gotshal &

Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as attorneys for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the law firm of Osler, Hoskin & Harcourt LLP, located at 100 King St. W, Toronto, Ontario M5X 1B8, is hereby retained as attorneys for BB Canada in the Chapter 11 Cases and the Recognition Proceedings, subject to Bankruptcy Court approval with respect to the Chapter 11 Cases; and be it further

RESOLVED, that, with respect to the Company, the firm of PJ Solomon, L.P., located at 1345 Avenue of the Americas, 31st Floor, New York, New York 10105, is hereby retained as investment banker for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that, with respect to the Company, the firm of Ankura Consulting Group LLC, located at 485 Lexington Avenue, 10th Floor, New York, New York 10017, is hereby retained as financial advisor for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that Prime Clerk, located at One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165, is hereby retained as claims, noticing, and solicitation agent for the Company in the Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that, with respect to the Company, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds, including, without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses and taxes such Authorized Person deems necessary, proper, or desirable, and (iii) negotiating, executing, delivering and performing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

IV. General

RESOLVED, that, with respect to the Company, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, renewals, replacements, consolidations, substitutions, extensions, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing and (iii) the payment of all fees, consent payments, taxes and other expenses as any such Authorized Person, in his or her sole discretion, may approve or deem necessary, appropriate or desirable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Person deemed the same to be so necessary, appropriate or desirable; and be it further

RESOLVED, that any and all past actions heretofore taken by any Authorized

Person or any director of the Company, in the name and on behalf of, or for the benefit of, the Company or in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of Brooks Brothers Canada Ltd., has executed this written consent as of the date first set forth above.

BROOKS BROTHERS INTERNATIONAL, LLC, as the sole shareholder of Brooks Brothers Canada Ltd.

DocuSigned by:
By: Stephen Marotta
39FD55485E59400...
Name: Stephen Marotta
Title: Chief Restructuring Officer

Fill in this information to identify the case:

Debtor name: Brooks Brothers Canada Ltd.

United States Bankruptcy Court for the District of Delaware (State)

Case number (*If known*):

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the 20 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 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	**Name, telephone number, and email address of creditor contact**	**Nature of the claim** (for example, trade debts, bank loans, professional services, and government contracts)	**Indicate if claim is contingent, unliquidated, or disputed**	**Amount of unsecured 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**	**Unsecured claim**
1	110 Bloor Street West, Inc One Queen St.East, Ste 1925 Box 72 C/O Cushman & Wakefield Asset Services Toronto, On M5C 2W5 Canada	Attn.: Violet Wytiuk Phone: 416-360-7940 Email: violet.wytiuk@cushwake.com	Rent				$2,832,096
2	Royal Bank Plaza Oxford Properties Group Inc c/o Royal Bank Plaza 200 Bay Street Suite 1305 South Tower Toronto, ON M5J 2J1 Canada	Attn.: John Spano Phone: 416-865-6832 Email: jspano@oxfordproperties.com	Rent				$1,011,343
3	Warrington PCI Management 475189 British Columbia Ltd. 1700-1030 West Georgia Street Vancouver, Bc V6E 2Y3 Canada	Attn.: Adam Spear Phone: 604-602-1887 Email: dcousins@warringtonpci.com	Rent				$522,385
4	BCIMC Realty Corporation 2901 Bayview Ave., Unit C-105 Toronto, On M2K 1E6 Canada	Attn.: Jennifer Miller Phone: 416-572-3628 Email: jennifermiller@quadreal.com	Rent				$355,617
5	Ivanhoe Cambridge II 1 Bass Pro Mills Drive Vaughan, On L4K 5W4 Canada	Attn.: Stephen Gascoine Phone: 905-879-1777 x 572113 Email: stephen.gascoine@ivanhoecambridge.com	Rent				$337,667
6	Halton Hills Shopping Center Partners P.O. Box 15659, Stn. A Toronto, On M5W 1C1 Canada	Attn.: Amanda Louden Phone: 317-464-8981 Email: Amanda.louden@simon.com	Rent				$316,262

Brooks Brothers Canada Ltd.
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured 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	Unsecured claim
7	Expert Customs Broker 2595 Inkster Blvd. Winnipeg, Mb R3C 2E6 Canada	Attn.: Louie Tolaini Phone: 204-633-1200 Email: ar@ecb.com	Trade Debt				$279,524
8	The Outlet Collection at Niagara 95 Wellington Street West, Suite 300 Toronto, ON M5J 2R2 Canada	Attn.: April Daku Phone: 905-687-7011 x 562107 Email: april.daku@ivanhoecambridge.com	Rent				$237,562
9	Templeton Doc Limited 7899 Templeton Road Richmond, BC V7B 1Y7 Canada	Attn.: Christie Lim Phone: 604-231-5521 Email: christie.Lim@mcarthurglen.com	Rent				$193,249
10	Riocan Management, Inc 700 Lawrence Avenue West Suite 315 Toronto, ON M6A 3B4 Canada	Attn.: Eric Topolnisky Phone: 613-741-0751 x 33037 Email: etopolnisk@riocan.com	Rent				$150,645
11	Beyersbergen Interior 15327-116 Avenue Edmonton, Ab T5M 3Z5 Canada	Attn.: Casey Beyersbergen Phone: 780 451 4714 Email: reception@beyersbergen.com	Trade Debt				$138,146
12	Ivanhoe Cambridge, Inc P.O. Box 19097 1153 56Th Street Delta, BC V4L 2P8 Canada	Attn.: Angel Zhang Phone: 604-948-8241 Email: angel.zhang@ivanhoecambridge.com	Rent				$72,339
13	Ivanhoe Cambridge In Crossiron Mills Unit #800-261055 Crossiron Blvd. Rocky View, Ab T4A 0G3 Canada	Attn.: Kate Davies Phone: 403-984-6812 Email: kate.davies@ivanhoecambridge.com	Rent				$72,291
14	Kone, Inc Postal Station A P.O. Box 4269 Toronto, On M5W 5V2 Canada	Attn.: Jo-Anne Gilbert Phone: 905-858-8383 Email: Jo-anne.gilbert@kone.com	Trade Debt				$69,666
15	Rapid Response Restoration 7862 - 10Th Street Ne Calgary, Ab T2E 8W1 Canada	Attn.: Cam Wight Phone: 403-295-4693 Email: cwight@rapid-response-restoration.com	Trade Debt				$63,772
16	Bell Canada Acct. #520053160 Customer Payment Centre P.O. Box 3650 Station Don Mills Toronto, On M3C 3X9 Canada	Attn.: Mirko Bibic Phone: 866-310-2355 Email:	Utilities				$33,927
17	Koolspace 427 Parkside Drive Toronto, On M6R 2Z7 Canada	Attn.: Steven Alikakos Phone: 416-560-2880 Email: steve@koolspace.com	Trade Debt				$28,250

Brooks Brothers Canada Ltd.
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured 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	Unsecured claim
18	Ainsworth, Inc #104 - 17741 65A Ave. Surrey, Bc V3S 1Z8 Canada	Attn.: Craig Stanford Phone: 604 576 1357 Email: nosc@ainsworth.com	Trade Debt				$19,454
19	CEC Leaseholds Inc. 333 7th Ave Sw, Suite 900 C/O Cushman & Wakefield Asset Services Calgary, AB T2P 2Z1 Canada	Attn.: Pina Dennis Phone: 403-441-4901 Email: corereception@cushwake.com	Rent				$15,189
20	DLA Piper (Canada) LLC 1 First Canadian Place, Ste. 6000 P.O. Box 367, 100 King Street West Toronto, On M5X 1E2 Canada	Attn.: Simon Levine Phone: 416-365-3500 Email: diana.hobden@dlapiper.com	Trade Debt				$13,040

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS CANADA LTD.	:	**Case No. 20-_____**
Debtor.	:	

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1

Pursuant to Federal Rules of Bankruptcy Procedure 1007(a)(1) and 7007.1, attached hereto as **Exhibit A** is an organizational chart reflecting all of the ownership interests in Brooks Brothers Group, Inc. ("**Brooks Brothers**") and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**") including Brooks Brothers Canada Ltd. The Debtors respectfully represent as follows:

1. The following entities own, directly or indirectly, the below equity interests in Brooks Brothers:

a. The Del Vecchio Family Trust owns approximately 15.1% of the Class A Common Stock in Brooks Brothers.

b. DV Family, LLC owns approximately 5.9% of the Class A Common Stock in Brooks Brothers.

c. The CDV 2015 Annuity Trust owns approximately 71.5% of the Class A Common Stock in Brooks Brothers.

d. Delfin S.á r.l. owns approximately 7.5% of the Class A Common Stock in Brooks Brothers.

e. Castle Apparel Limited owns 100% of the Class B Common Stock in Brooks Brothers.

2. Brooks Brothers International, LLC directly owns 100% of the equity or membership interests, as applicable, in the following Debtors:

a. BBD Holding 1, LLC ("**Holdco 1**").

b. BBD Holding 2, LLC ("**Holdco 2**").

c. Brooks Brothers Canada Ltd.

3. Holdco 1 and Holdco 2 each own 50% of the membership interests in BBDI, LLC.

4. The following entities own, directly or indirectly, the below equity interests in Brooks Brothers Far East Limited ("**Brooks Brothers Far East**"):

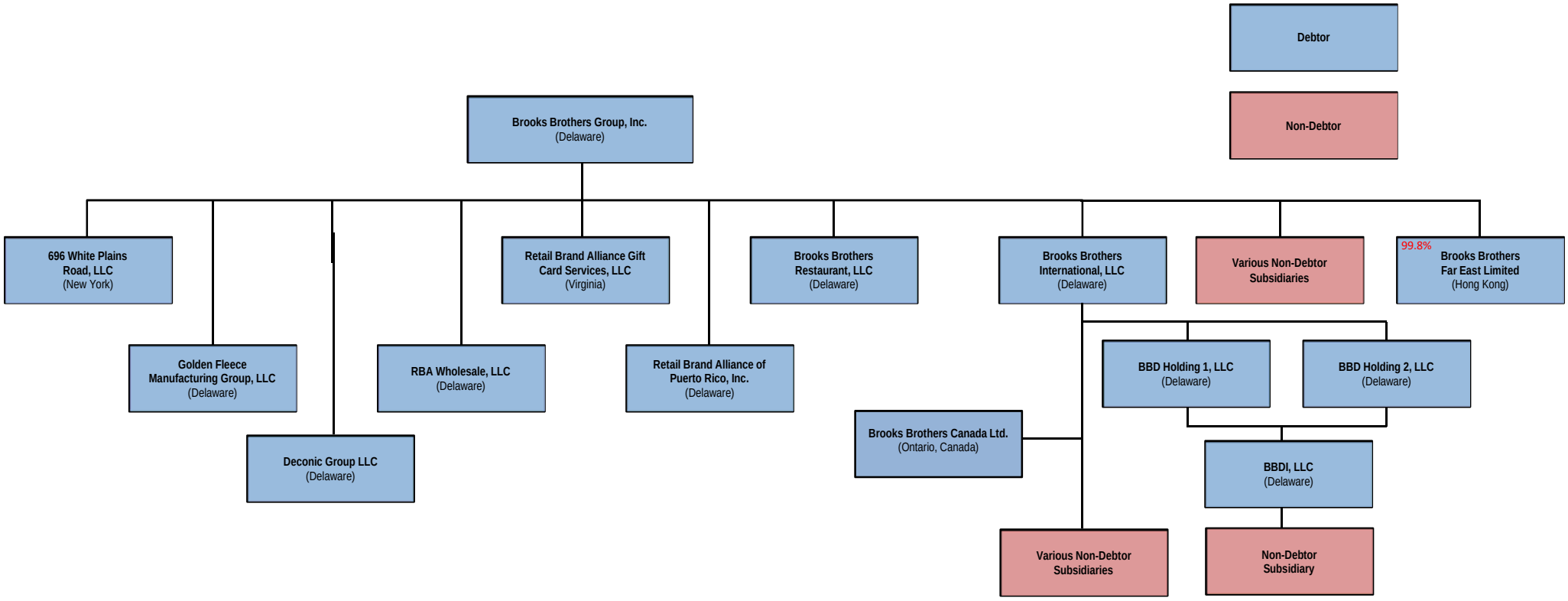
a. Brooks Brothers owns 99.8% of the shares of Brooks Brothers Far East.

b. Claudio Del Vecchio owns 0.2% of the shares of Brooks Brothers Far East.

5. Brooks Brothers directly owns 100% of the equity or membership interests, as applicable, of each other Debtor.

Exhibit A

Organizational Chart



*Ownership is 100% unless otherwise indicated.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
BROOKS BROTHERS CANADA LTD.	:	**Case No. 20-_____**
Debtor.	:	

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders, which is prepared in accordance with Bankruptcy Rule 1007(a)(3) for filing in this chapter 11 case.

DEBTOR	NAME AND ADDRESS OF EQUITY HOLDER	PERCENTAGE OF EQUITY HELD
Brooks Brothers Canada Ltd.	Brooks Brothers International, LLC 100 Phoenix Ave. Enfield, CT 06082	100%

Fill in this information to identify the case:

Debtor name: Brooks Brothers Canada Ltd.

United States Bankruptcy Court for the District of Delaware (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 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☑ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 10, 2020
MM / DD /YYYY

X */s/ Stephen Marotta*
Signature of individual signing on behalf of debtor

Stephen Marotta
Printed name

Chief Restructuring Officer
Position or relationship to debtor

THIS IS **EXHIBIT "Y"** REFERRED TO IN THE AFFIDAVIT OF STEPHEN MAROTTA,

SWORN BEFORE ME over videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg. 431/20, on September 13, 2020, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Little Silver, in the State of New Jersey, in the United States of America,

THIS 13th DAY OF FEBRUARY, 2020.

MARK SHEELEY
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 BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

CONSENT TO ACT AS INFORMATION OFFICER

ALVAREZ & MARSAL CANADA INC. hereby consents to act as the Information Officer in the within proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) in accordance with the terms of an order substantially in the form attached hereto.

DATED this 13th day of September, 2020.

ALVAREZ & MARSAL CANADA INC.

Per: Alan J. Hutchens
Title: Senior Vice-President

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

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceeding commenced at Toronto

CONSENT TO ACT AS INFORMATION OFFICER

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Tracy Sandler (LSO# 32443N)
Tel: 416.862.5890
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Shawn Irving (LSO# 50035U)
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sirving@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No:

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

AFFIDAVIT OF STEPHEN MAROTTA

OSLER, HOSKIN & HARCOURT, LLP
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Lawyers for the Applicant

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No:

AND IN THE MATTER OF BROOKS BROTHERS GROUP, INC., BROOKS BROTHERS FAR EAST LIMITED, BBD HOLDING 1, LLC, BBD HOLDING 2, LLC, BBDI, LLC, BROOKS BROTHERS INTERNATIONAL, LLC, BROOKS BROTHERS RESTAURANT, LLC, DECONIC GROUP LLC, GOLDEN FLEECE MANUFACTURING GROUP, LLC, RBA WHOLESALE, LLC, RETAIL BRAND ALLIANCE GIFT CARD SERVICES, LLC, RETAIL BRAND ALLIANCE OF PUERTO RICO, INC., 696 WHITE PLAINS ROAD, LLC, AND BROOKS BROTHERS CANADA LTD.

APPLICATION OF BROOKS BROTHERS GROUP, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

APPLICATION RECORD

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Toronto, ON M5X 1B8

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Fax: 416.862.6666

Lawyers for the Applicant