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

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

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

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

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

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

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

[2] Capitalized terms used but not immediately defined herein shall have the meanings ascribed to them elsewhere in this declaration.

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

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

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

A Founding Tailored for Success

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

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

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

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

7. Selling apparel was a natural choice for Mr. Zimmer. His father first worked for a discount clothier and later started a raincoat manufacturing company. Mr. Zimmer grew up hiding in the clothes racks as his father visited stores around New York City and spent summers packing raincoats in the warehouse of his father's company.

8. Mr. Zimmer was a natural and hardworking salesman. And he was in high demand. Immediately before opening his first Men's Wearhouse store, Mr. Zimmer spent six months in Hong Kong working as a salesman for his father's raincoat manufacturing company. When he turned his attention to getting Men's Wearhouse off the ground, it took his father's business more than six months to find a replacement for him. As a result, during the time Mr. Zimmer continued to work for his father from Monday through Thursday, and on Friday and Saturday he would travel back to Houston to be on the sales floor of Men's Wearhouse.

> *The only thing better than a friend in the business is a father in the business.*
> — Men's Wearhouse commercial

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

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

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

10. Capitalizing on the reputation that the Company had developed through its conscious business decisions, the Company shifted its marketing campaign to capture this corporate culture. In 1986, Mr. Zimmer starred in his first television commercial, in which the famous tagline "*I guarantee it*" was born. Mr. Zimmer wanted the nation to know that he personally stood behind his suits. In later years, the Company's advertising emphasized service and expertise, in contrast to earlier price-centered pitches.

An Expansion Suited for Growth

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

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

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

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

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

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

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

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

A Recent Unravelling

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

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

Ironing Creases: Operational and Financial Improvements

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

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

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

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

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

I. The Company's Current Operations.

A. The Tailored Brands Companies.

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

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

1. The Men's Wearhouse Brand.

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

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

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

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

2. The Jos. A. Bank Brand.

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

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

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

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

3. The Moores Clothing for Men Brand.

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

4. The K&G Fashion Superstore Brand.

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

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

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

B. The Company's Omni-Channel Operations.

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

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

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

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

1. Supply Chain.

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

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

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

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

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

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

2. Employee Compensation and Benefits.

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

3. Real Estate Obligations.

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

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

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

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

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

II. The Debtors' Prepetition Corporate and Capital Structure.

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

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

A. The ABL Revolving Credit Facility.

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

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

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

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

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

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

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

B. The Term Loan.

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

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

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

49. The Term Loan Credit Agreement has a commitment level of $900 million[8] and provides for an interest rate of 5.53%,[9] with a maturity date of April 9, 2025.[10] The obligations are secured on a senior basis by a first priority lien on substantially all of the assets of the Debtors, subject to certain exceptions and limitations set forth in the Prepetition Term Loan Documents. As of the Petition Date, the Debtors have approximately $877.4 million of aggregate principal outstanding under the Term Loan Credit Agreement.

C. Senior Notes.

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

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

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

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

obligations of The Men's Wearhouse, Inc. and the guarantors, respectively, and will rank equally with all of The Men's Wearhouse, Inc.'s and each guarantor's present and future senior indebtedness. The Senior Notes will mature on July 1, 2022.[11] As of the Petition Date, there is approximately $173.8 million outstanding under the Senior Notes.

D. Equity Interests.

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

III. Prepetition Strategic Turnaround Initiatives.

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

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

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

A. Operational Initiatives.

1. Change in Leadership.

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

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

2. Sale of Non-Core Operations.

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

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

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

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

3. Right Sizing Physical Store Footprint.

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

(a) Prepetition Store Closures.

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

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

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

(b) Postpetition Store Closures.

62. Pursuant to the *Debtors' Omnibus Motion Seeking Entry of an Order Authorizing (I) the Rejection of Certain Unexpired Leases and (II) Abandonment of Certain Personal Property, if any, Each Effective Nunc Pro Tunc to the Petition Date*, filed concurrently herewith, the Debtors intend to quickly wind-down their unprofitable, domestic stores.

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

4. Refocusing on Product Assortment.

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

5. Enhancing the Customer Experience.

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

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

6. Growing the Debtors' E-commerce Offering.

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

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

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

7. Response to the COVID-19 Pandemic.

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

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

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

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

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

IV. Events Leading to these Chapter 11 Cases.

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

V. The RSA and the Proposed DIP Financing.

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

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

A. The Restructuring Support Agreement.

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

- the provision of liquidity to fund the Debtors' operations and the administration of these chapter 11 cases through the entry into a new debtor-in-possession asset-based financing facility (the "DIP Facility") with a principal amount of $500 million, including a refinancing of all obligations under the Prepetition ABL Facility and a "roll-up" of the letters of credit issued thereunder;

- the Consenting Term Loan Lenders' consent to the Debtors' use of cash collateral (as defined in section 363(a) of the Bankruptcy Code) securing the Term Loan Credit Agreement to pay down outstanding obligations under the DIP Facility, on the terms set forth on the proposed form of interim order authorizing the Debtors' use of cash collateral and approving the DIP Facility, attached as Annex 5 to the RSA.

- on the Plan Effective Date:

    - the reorganized Debtors or affiliates thereof (the "Reorganized Debtors") shall enter into the following exit facilities: (a) a new senior secured, first lien term loan facility in the aggregate principal amount of between $325 million and $425 million (the "Exit Term Loan Facility"), and (b) a new asset-based exit

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

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

- holders of allowed claims under the DIP Facility shall receive a pro rata share of and interest in the Exit ABL Facility
- holders of allowed claims under the Prepetition Term Loan Credit Agreement shall receive a pro rata share and interest in: (i) the Exit Term Loan Facility, and (ii) 100% of the new common stock to be issued by the Reorganized Debtors (subject to dilution by the Management Incentive Plan);

- holders of allowed claims on account of the Debtors' swap agreements secured under the ABL Credit Agreement shall receive payment in full in cash from the proceeds of the DIP ABL Priority Collateral;

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

B. Foreign Proceedings.

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

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

C. The Proposed DIP Financing.

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

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

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

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

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

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

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

VI. First Day Motions.

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

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

- Bar Date Motion. *Debtor's Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates*;

- Cash Management Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate Their Cash Management Systems, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions*;

- Creditor Matrix Motion. *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors and a Consolidated List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, (III) Authorizing the Debtors to Redact Certain Personal Identification Information, (IV) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information, and (V) Granting Related Relief*;

- Critical Vendors Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Non-Merchandise Critical Vendors and (II) Foreign Vendors;*

- Customer Programs Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto*;

- DIP Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Authorizing the Debtors to Obtain Exit Financing, (IV) Granting Liens and Providing Superpriority Administrative Expense Status, (V) Granting Adequate Protection to the Prepetition ABL Secured Parties, (VI) Modifying the Automatic Stay, (VII) Scheduling a Final Hearing, (VII) Scheduling a Final Hearing*; *and (VIII) Granting Related Relief;*

- Foreign Representative Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing Moores the Suit People Corp. to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505.*

- Insurance Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to (I) Pay Their Obligations Under Insurance Policies Entered into Prepetition, (II) Continue to Pay Brokerage Commissions, (III) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (IV) Continue to Pay Workers' Compensation Coverage Fees*;

- Joint Administration Motion. *Debtors' Emergency Motion Seeking Entry of an Order Directing Joint Administration of Their Related Chapter 11 Cases*;

- Lease Rejection Motion. *Debtors' Omnibus Motion Seeking Entry of an Order Authorizing (I) the Rejection of Certain Unexpired Leases and (II) Abandonment of Certain Personal Property, if any, Each Effective Nunc Pro Tunc to the Petition Date*;

- Lienholders Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of (I) Lien Claimants and (II) Import Claimants;*

- NOL Motion. *Debtors' Emergency Motion Seeking Entry of Interim and Final Orders Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock*;

- Prime Clerk Retention Application. *Debtor's Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent;*

- Sealing Motion. *Debtors' Emergency Motion for Entry of an Order Authorizing the Debtors to File the Fee letters Under Seal*;

- Sell Down Motion. *Debtors' Emergency Motion Seeking Entry of an Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors' Estates*;

- SOFA Schedule Extension Motion. *Debtors' Emergency Motion Seeking Entry of an Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs*;

- Surety Bonds Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Authorizing the Debtors to Maintain the Surety Bond Program and (II) Granting Related Relief*;

- Taxes Motion. *Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Payment of Certain Prepetition Taxes and Fees*;

- Utilities Motion. *Debtors' Emergency Motion Seeking Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, (IV) Authorizing Certain Fee Payments for Services Performed, and (V) Requiring Utility Providers to Return Deposits for Utility Services No Longer in Use*; and

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

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

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

Dated: August 2, 2020
Houston, Texas

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

Exhibit A

Restructuring Support Agreement

EXECUTION VERSION

TAILORED BRANDS, INC., *ET AL.*,

RESTRUCTURING SUPPORT AGREEMENT

August 2, 2020

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

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

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

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

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

EXECUTION VERSION

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

i. Tailored Brands, Inc., a company incorporated under the Laws of Texas ("**Tailored**"), and each of the affiliates and direct and indirect subsidiaries of Tailored listed on **Schedule 1** attached hereto (together with Tailored, collectively, the "**Company Parties**"); and

ii. the undersigned and non-Affiliated holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold the Term Loans, that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties and Gibson Dunn (the "**Consenting Term Loan Lenders**").

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. ***Definitions and Interpretation***.

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

"**Ad Hoc Group**" has the meaning set forth in the recitals to this Agreement.

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

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

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

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

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

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

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

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

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

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

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

"**Company**" means Tailored.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

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

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

"**Consenting Term Loan Lenders**" has the meaning set forth in the preamble to this Agreement.

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

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

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

"**Disclosed Letters**" has the meaning set forth in Section 2.04(b)(vi).

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

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

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

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

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

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

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

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

"**Gibson Dunn**" means Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc Group.

"**Houlihan**" means Houlihan Lokey Capital, Inc., financial advisor to the Ad Hoc Group.

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

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

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

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

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

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

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

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

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

"**Milestones**" means the milestones set forth in the Restructuring Term Sheet.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

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

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

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

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

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

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

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

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

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended.

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

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

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

"**Tailored**" has the meaning set forth in the preamble to this Agreement.

"**Term Loan**" has the meaning assigned to the term "Term Loans" under the Term Loan Credit Agreement.

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

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

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

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

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

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

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

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time in accordance with this Agreement;

(d) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(e) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(g) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company laws;

(h) the use of "include" or "including" is without limitation, whether stated or not; and

(i) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

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

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

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

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

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

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

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

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

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

(c) the Plan;

(d) the Plan Supplement;

(e) the Disclosure Statement;

(f) the Solicitation Materials;

(g) the Exit ABL Credit Agreement;

(h) the Exit Term Loan Credit Agreement;

(i) the Shareholder Agreement;

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

(k) the Disclosure Statement Order;

(l) the Confirmation Order;

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

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

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

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

2.04. General Commitments, Forbearances, and Waivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. ***Commitments of the Company Parties***.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. ***Voting and Motions.***

6.01. Consenting Term Loan Lender Voting and Motions.

If the Chapter 11 Cases are commenced:

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

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

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

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

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

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

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

Section 7. ***Transfer of Interests and Securities***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. ***Termination Events*****.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. ***Amendments and Waivers.***

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

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

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

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

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

Section 13. ***Miscellaneous***.

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

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

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

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

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

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

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

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

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

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

(a) if to a Company Party, to:

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

with copies to:

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

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

with copies to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 1

Company Parties

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

EXHIBIT A

Restructuring Term Sheet

EXECUTION VERSION

TAILORED BRANDS, INC.

RESTRUCTURING TERM SHEET

August 2, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annex 1

DIP Credit Agreement

[Filed Separately With the Court]

Annex 2

Exit Facilities Term Sheets

Annex 2(a)

Exit Term Loan Facility Term Sheet

Exit Term Loan

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

Annex 2(b)

Exit ABL Facility Term Sheet

EXHIBIT G

EXIT FACILITY TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

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

Exit Facility Term Sheet

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

	$40,000,000 sublimit for swing line loans (each, a "**Swing Line Loan**"). Letters of Credit will be issued by the Issuing Bank and Swing Line Loans will be made available by the Swing Line Lender, and each of the Lenders under the Exit Revolving Facility will purchase an irrevocable and unconditional participation in each Letter of Credit and each Swing Line Loan. Such Letters of Credit may be denominated in US Dollars, Canadian Dollars or any LC Alternative Currency (as defined in the Pre-Petition ABL Credit Agreement).
Definitive Documentation:	The definitive documentation for the Exit Revolving Facility (the "**Definitive Documentation**") shall, except as otherwise set forth herein, be based on and substantially consistent with the Credit Agreement, dated as of June 18, 2014 (as amended by that certain Joinder Agreement, dated as of June 18, 2014, that certain Amendment No. 1, dated as of July 28, 2014, that certain Joinder Agreement, dated as of January 31, 2016, that certain Joinder Agreement, dated as of June 30, 2016, that certain Amendment No. 2, dated as of October 25, 2017, and that certain Amendment No. 3, dated as of April 30, 2019), by and among Parent, the Company, certain U.S. subsidiaries of Parent party thereto, Moores The Suit People Corp., a Nova Scotia unlimited company, JPMorgan Chase Bank, N.A., as the administrative agent and the collateral agent, and certain lenders party thereto from time to time (the "**Pre-Petition ABL Credit Agreement**"), (i) as modified by the terms set forth herein and the transactions contemplated by the RSA, (ii) subject to modifications to reflect changes in law or accounting standards since the date of such precedent and administrative agency, collateral agency and operational requirements of the Administrative Agent and Collateral Agent (including, without limitation, to incorporate provisions relating to LIBOR successor language, bail-in provisions and QFC stay rules) and (iii) with such other terms and conditions as may be reasonably agreed between the Borrowers, the Administrative Agent and the Lenders. The Definitive Documentation shall be negotiated in good faith within a reasonable time period to be determined based on the expected date of the Court's entry of the Confirmation Order. This paragraph, collectively, is referred to herein as the "**Documentation Principles**".
Purpose:	The proceeds of the Exit Revolving Facility will be used by the Borrowers (a) on the Conversion Date, together with the proceeds of borrowings under any other long term Indebtedness for borrowed money that is incurred in connection with the Acceptable Plan, and cash on hand, (i) to pay the consideration for the reorganization that is consummated in accordance with the Acceptable Plan (the "**Reorganization**"), (ii) for the refinancing of any Pre-Petition Indebtedness (including the Indebtedness outstanding (if any) under the Pre-Petition ABL Credit Agreement) and the replacement of the Indebtedness outstanding under the DIP Credit Agreement pursuant to the conversion described in Section 2.23 of the DIP Credit Agreement, (iii) for the payment of any close-out fees in connection with the termination of hedging obligations, if any, of the Borrower and its subsidiaries (including accrued and unpaid interest and applicable premiums), to consummate the Reorganization and other transactions contemplated by the Acceptable Plan (collectively, the

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

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

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

Availability:

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

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

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

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

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

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

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

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

Amortization: None.

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

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

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

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

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

Security:

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

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

Conditions Precedent to the Conversion Date:

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

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

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

- all fees due and payable to the Agents, Collateral Agent and Lenders shall have been paid (or shall have been caused to be paid), and all expenses to be paid or reimbursed to the Agents, Collateral Agent and Lenders that have been invoiced at least three (3) Business Days prior to the Conversion Date shall have been paid (or shall have been caused to be paid);

- the Loan Parties shall have provided the documentation and other information to the Lenders that are required by regulatory authorities under applicable "know-your-customer" rules and regulations, including the Patriot Act, at least three (3) Business Days prior to the Conversion Date (or such later date agreed to by the Administrative Agent) to the extent requested ten (10) days prior to the Conversion Date;

- the Court shall have entered (A) the Confirmation Order and (B) one or more orders authorizing and approving the extensions of credit in respect of the Exit Credit Agreement, each in the amounts and on the terms set forth herein, and all transactions contemplated by the Exit Credit Agreement, and, in each case, such orders shall be in full force and effect and shall not have been stayed, reversed, vacated or otherwise modified;

- the Collateral and Guarantee Requirement (excluding certain customary post-closing items to be mutually agreed) shall have been satisfied or waived and a satisfactory Intercreditor Agreement with respect to the take back debt shall have been executed and delivered and be in full force and effect;

- the effective date under the Acceptable Plan shall have occurred, or shall occur contemporaneously with the effectiveness of the Exit Revolving Facility and all conditions precedent thereto as set forth therein shall have been satisfied or waived, including, without limitation, the satisfaction in full of the Indebtedness under the Pre-Petition ABL Credit Agreement and the DIP Credit Agreement;

- the accuracy of representations and warranties in all material respects (without duplication of any materiality qualifier) on the Conversion Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier) as of such earlier date);

- the absence of the existence of any default or event of default under the Loan Documents on the Conversion Date;

- the receipt by the Agents and the Lenders of an updated business plan in form reasonably consistent with the business plan received prior to the filing of the Chapter 11 cases;

- the Loan Parties shall have delivered a borrowing base certificate dated as of the Conversion Date calculated with respect to the month ending at least 15 days prior to the Conversion Date, reflecting Availability as of the Conversion Date of not less than 25% of the Line Cap (after giving effect to all payments required to be made in connection with the Conversion Date, the release of any Restricted Cash (and corresponding pay down of amounts outstanding under the DIP ABL Facility) on or prior to the Conversion Date, and the release of reserves which are no longer applicable after such payments); and

- the aggregate amount of Indebtedness of the Company and its Restricted Subsidiaries (excluding the obligations under the Exit Revolving Facility and obligations outstanding on the Petition Date or permitted under the DIP Credit Agreement and permitted to remain outstanding pursuant to the RSA) shall not exceed $425,000,000 on a pro forma basis after giving to the Transactions on the Conversion Date.

Conditions to All Borrowings:

The conditions to all borrowings will be limited to:

(1) prior written notice of borrowing,

(2) the accuracy in all material respects (or in respect of representations and warranties qualified as to materiality, Material Adverse Effect or similar language, in all respects) of representations and warranties,

(3) the absence of any default or Event of Default,

(4) the absence of any overadvance as a result of such borrowing, and

(5) after giving pro forma effect to any borrowing and any use of proceeds thereof, the aggregate amount of unrestricted cash and cash equivalents of the Borrowers and Guarantors (exclusive of any (i) cash contained in any escrow accounts, payroll accounts, tax withholding accounts, trust or fiduciary accounts held exclusively for the benefit of third persons or employee wage and benefit accounts and (ii) other amounts permitted to be paid by the Company or its Restricted Subsidiaries in accordance with the Definitive Documentation for which the Company or its Restricted Subsidiaries has issued checks or has initiated wires or ACH transfers (but which amounts have not, as of such time, been subtracted from the balance in the relevant account of the Company or its Restricted Subsidiary as of such date of determination)) shall not exceed $50,000,000.

Representations and Warranties:	Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles.
Affirmative Covenants:	Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles; provided that the following modifications will be made: 1. The definition of "Enhanced Reporting Period" shall be amended and restated in its entirety as follows: ""Enhanced Reporting Period" means any period (a) commencing at any time when Availability shall be less than the greater of (i) 20% of the Line Cap and (ii) $80,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 20% of the Line Cap then in effect and (ii) $80,000,000 for a period of 30 consecutive days." 2. The definition of "Payment Conditions" shall be amended and restated in its entirety as follows: "Payment Conditions" means, at the time of determination with respect to a specified transaction or payment, that (a) no Default or Event Default then exists or would arise as a result of the entering into of such transaction or the making of such payment, and (b) on a Pro Forma Basis after giving effect to such transaction or payment and any incurrence or repayment of Indebtedness in connection therewith, both (I) Availability on such date and for each of the 90 days preceding such transaction or payment is equal to or greater than the greater of (x) $80,000,000 and (y) 20% of the Line Cap and (II) the Fixed Charge Coverage Ratio for the most recently ended four fiscal quarter period for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.01(a) or (b) is at least 1.1 to 1.0; *provided* that, in each case, Parent shall have delivered to the Administrative Agent a reasonably detailed calculation of such Availability and, if applicable, the Fixed Charge Coverage Ratio. In connection with any transaction, event, or payment subject to Payment Conditions, the Lead Borrower shall have delivered a customary officer's certificate to the Administrative Agent certifying as to compliance with the requirements of clauses (a) and (b), together with reasonably detailed supporting calculations therefor. 3. The definition of "Reduced Availability Period" shall be amended and restated in its entirety as follows: ""Reduced Availability Period" means any period (a) commencing at any time when Availability shall be less than the greater of (i) 12.5% of the Line Cap and (ii) $40,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 12.5% of the Line Cap then in effect and (ii) $40,000,000 for a period of 30 consecutive days." 4. The definition of "Weekly Reporting Period" shall be amended and restated in its entirety as follows:

	""Weekly Reporting Period" means any period (a) commencing at any time when Availability shall be less than the greater of (i) 12.5% of the Line Cap then in effect and (ii) $40,000,000 and (b) ending when Availability shall have been greater than the greater of (i) 12.5% of the Line Cap then in effect and (ii) $40,000,000 for a period of 30 consecutive days." 5. Section 5.12(a) shall be amended and restated in its entirety as follows: "(a) at any time after Availability shall have been less than the greater of (i) 20% of the Line Cap then in effect and (ii) $60,000,000 for three (3) consecutive Business Days, the Administrative Agent may request a second appraisal in the then-current twelve-month period," 6. Section 5.13(a) shall be amended and restated in its entirety as follows: "(a) at any time after Availability shall have been less than the greater of (i) 20% of the Line Cap then in effect and (ii) $60,000,000 for three (3) consecutive Business Days, the Administrative Agent may elect to conduct a second field examination in the then-current twelve-month period,"
Negative Covenants:	Substantially similar to the Pre-Petition ABL Credit Agreement, subject to the Documentation Principles and subject to customary and usual exceptions, qualifications and "baskets" to be mutually agreed and set forth in the Exit Credit Agreement; provided that so long as the Payment Conditions are met the Company shall be permitted to make unlimited restricted payments, investments, junior debt payments, asset dispositions and incur debt and liens (so long as any such liens are junior in priority to those granted to the Collateral Agent with respect to the ABL Priority Collateral (as defined in the Intercreditor Agreement) subject to satisfactory intercreditor agreements acceptable to the Agents).
Financial Covenant:	1. From the Conversion Date until the date that is the first anniversary of the Conversion Date, the Loan Parties will not permit Availability at any time to be less than the greater of (i) 10% of the Line Cap and (ii) $40,000,000. 2. From and after the first anniversary of the Conversion Date, the Loan Parties will not permit the Fixed Charge Coverage Ratio for any period of four fiscal quarters ending immediately prior to the occurrence of a Covenant Period for which financial statements have been, or were required to be, delivered pursuant to Section 5.01 of the Credit Agreement, to be less than 1.00 to 1.00. The definition of "Covenant Period" shall be amended and restated in its entirety as follows: ""Covenant Period" means any period (a) commencing on any date when Availability shall have been less than the greater of (i) 10% of the Line

	Cap and (ii) $40,000,000 and (b) ending on the first day thereafter when Availability shall have been at least the greater of (i) 10% of the Line Cap then in effect and (ii) $40,000,000 for at least 30 consecutive days."
Unrestricted Subsidiaries:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Events of Default:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Voting:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Required Lenders	Lenders having aggregate Credit Exposure and unused Exit Revolving Commitments representing more than 50% of the sum of the total Credit Exposure and unused Exit Revolving Commitments at such time.
Intercreditor Agreement:	Usual and customary for transactions of this type, subject to the Documentation Principles and based on that certain Intercreditor Agreement, dated as of June 18, 2014, among the Pre-Petition Agent, the Pre-Petition Term Agent, and the other parties thereto, except as otherwise agreed by the Administrative Agent and the Lenders.
Cost and Yield Protection:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Defaulting Lenders:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Assignments and Participations:	Usual and customary for transactions of this type, subject to the Documentation Principles.
Expenses and Indemnification:	Usual and customary for transactions of this type, subject to the Documentation Principles (including, but limited to, the reasonable fees and expenses of no more than one primary U.S. counsel and one primary Canadian counsel to the Lenders and the Agents, which counsel shall be Morgan Lewis & Bockius LLP and McMillan LLP, and local bankruptcy counsel).
Governing Law and Forum:	New York except as to certain collateral documents to be governed by local law.

ANNEX I to
EXHIBIT G

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

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

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

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

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

"**Alternate Base Rate**" means, for any day, a rate per annum equal to the greatest of (a) the rate of interest publicly announced by the Administrative Agent as its prime rate in effect at its principal office in New York City (the "**Prime Rate**") on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% per annum and (c) the Adjusted LIBO Rate on such day for a deposit in dollars with a maturity of one month plus 1% per annum.

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

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

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

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

PRICING GRID:

(a) From and after the Conversion Date until the date on which the compliance certificate is delivered in accordance with the terms of the Exit Credit Agreement for the first full fiscal quarter of the Company after the Conversion Date, the percentage per annum set forth in Level III of the pricing grid below; and

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

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

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

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

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

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

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

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

Annex 3

Exculpation and Release Language

Chapter 11 Case Releases

The release, discharge, injunction and exculpation provisions applicable to the Restructuring Transactions shall be set forth only in the Plan, substantially as set forth below[4]

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

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

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

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

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

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

Annex 4

Form of Interim DIP Order

[Filed Separately With the Court]

Annex 5

Cash Collateral Term Sheet

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

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

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

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

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

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

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

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

Carve-Out:

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

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

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

Interim and Final Orders:

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

Budget:

Prior to the Petition Date, the Prepetition Secured Parties shall have received a 13-week cash forecast in form and substance satisfactory to the Super-Majority Lenders (defined below), which reflects, on a line-item basis, the Debtors' weekly (i) projected cash receipts, (ii) projected cash disbursements (including ordinary course operating expenses, capital expenditures, and bankruptcy-related expenses, and certain other fees and expenses), (iii) net cash flows, (iv) total liquidity and (v) professional fees and disbursements with respect to the Debtors' and other estate professionals (the "Budget"). The individual line items in the Budget shall be satisfactory to the Super-Majority Lenders. On a weekly basis, the Debtors will deliver to the advisors to the Prepetition Secured Parties a line-item by line-item variance report, setting forth, in reasonable detail any variances between actual amounts for each line item in the Budget for the Variance Testing Period (defined below) versus projected amounts set forth in the applicable Budget for each line item included therein on a cumulative basis for such Variance Testing Period (for the avoidance of doubt, to be prepared by comparing the sum of the four (4) figures (or less, if the applicable Variance Testing Period has less than four weeks) for each relevant fiscal week for such corresponding line item in the relevant Budget that was in effect in respect of each relevant week at the time).

The variance report shall also provide a reasonably detailed explanation (including whether such variance is permanent or temporary in nature or timing related) for any negative variance in such variance report in excess of 10% in actual receipts and any positive variance in such variance report in excess of 10% in actual operating disbursements during the Variance Testing Period (unless the dollar amount corresponding to such percentage variance is less than $1,000,000) as compared to projections for such corresponding line items during the Variance Testing Period as set forth in the Budget.

"Variance Testing Period" means the four-fiscal week calendar period up to and through the Saturday of the fiscal week most recently ended prior to the applicable date of delivery of such variance report (provided that, if less

than four-fiscal weeks have transpired since the Petition Date, the Variance Testing Period shall include the entire period from the Petition Date through the Saturday of the fiscal week most recently ended prior to the applicable Variance Testing Period).

The Budget shall be updated by the Debtors on a fiscal monthly basis in writing transmitted to the advisors to the Prepetition Secured Parties and publicly posted on the Prepetition Agent's website to all holders of Term Loans (any such proposed updated budget, the "Proposed Budget"). Each Proposed Budget shall be substantially in the form of the initial approved Budget and otherwise satisfactory to the Steerco-Super Majority Lenders, and no such Proposed Budget shall be effective unless acceptable to the Steerco-Super Majority Lenders (which acceptance may be communicated via an email from the advisors to the Steerco-Super Majority Lenders); and upon delivery of such acceptance by the Steerco-Super Majority Lenders, such Proposed Budget shall be deemed the newly approved Budget; provided, however, that in the event the Steerco-Super Majority Lenders, on the one hand, and the Debtors, on the other hand, cannot agree as to an updated budget within three (3) business days of such Proposed Budget's delivery, such disagreement shall constitute an immediate Event of Default (defined below) once the period covered by the prior approved Budget has terminated (and at all times thereafter such then-current approved Budget shall remain in effect unless and until a new Budget is approved by the Steerco-Super Majority Lenders).

Events of Default:

The Cash Collateral Orders will contain events of default customarily found in such orders, including but not limited to the following (collectively, the "Events of Default"):

- Any Event of Default under the DIP ABL;
- The failure by the Debtors to comply with any material provision of the Cash Collateral Orders;
- The appointment of a trustee or an examiner with expanded powers;
- The conversion or dismissal of Chapter 11 Cases;
- The entry of an order reversing, staying, vacating, or otherwise modifying in any material respect the Cash Collateral Orders, or the Cash Collateral Orders shall otherwise cease to be in full force or effect;
- The Debtors' filing of an application, motion, or other pleading seeking to amend, modify, supplement or extend the Cash Collateral Orders without the consent of the Prepetition Secured Parties;
- The Debtors' filing of an application, motion or other pleading seeking authorization to obtain post-petition financing without the consent of the Prepetition Secured Parties;
- The entry of an order approving post-petition financing that is not acceptable to the Prepetition Secured Parties;
- The Debtors taking any action against any of the Prepetition Secured Parties challenging the validity, enforceability, perfection, or priority of their liens or claims;

- The termination of the restructuring support agreement executed by the Debtors, the Prepetition Agent and Requisite Lenders (the "RSA"), or the RSA otherwise ceases to be in full force and effect;
- In respect of the Budget, (i) actual aggregate operating cash receipts for any four-fiscal week period up to and through the Saturday of the fiscal week most recently ended prior to the applicable variance report delivery date ("Four Week Period") shall be less than 90% of aggregate budgeted cash receipts for any such Four Week Period or (ii) the actual aggregate cash disbursements (excluding professional fees) for any Four Week Period shall be greater than 110% of the budgeted aggregate cash disbursements for any such Four Week Period; provided, that any variance from a prior period as tested against a cumulative budget shall carry forward in the succeeding Four Week Period for purposes of the Budget;
- Any default arises under any material prepetition indebtedness of the Debtors that is not stayed by the automatic stay in these Chapter 11 Cases;
- Any motion is filed seeking to terminate any Debtor's exclusive right to file a chapter 11 plan (unless actively contested by the Debtors), or the expiration of any Debtor's exclusive right to file a chapter 11 plan;
- The payment of, or application by the Debtors for authority to pay, any prepetition claim unless (i) in accordance with the Budget, and (ii) with the consent of the Requisite Lenders, which consent shall be deemed to have been provided with respect to relief set forth in the "first day" and "second day" orders;
- The Debtors shall have entered into, or made any payment in respect of, any critical vendor agreements or otherwise entered into the agreement to pay, or made on a postpetition basis, any payment in respect of critical vendor trade obligations, in each instance for an amount in excess of $100,000 to any one vendor (in one or multiple payments), except with the written consent of the Requisite Lenders;
- The existence of any claim or charges, or the entry of any order of the Bankruptcy Court authorizing any claims or charges, entitled to superpriority administrative expense claim status in any of the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the Prepetition Secured Parties under the Cash Collateral Orders, or there shall arise or be granted by the Bankruptcy Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral (defined below) having a priority senior to or *pari passu* with the liens and security interests granted to the Prepetition Secured Parties under the Cash Collateral Orders, except as provided in the Cash Collateral Orders;

- The automatic stay shall be modified, reversed, revoked or vacated in a manner that has a material adverse impact on the rights and interests of the Prepetition Secured Parties;
- The Debtors (A) shall have filed a motion with the Bankruptcy Court seeking entry of an order avoiding, disallowing, subordinating or recharacterizing any claim, lien or interest held by any Prepetition Secured Party arising under the Prepetition Term Loan Agreement (a "Challenge Motion") or (B) shall fail to contest any Challenge Motion filed by a third party (including any committee), unless, in either case, the Prepetition Agent has consented to such motion; or
- The failure to satisfy any of the milestones set forth on Schedule 2 attached hereto (the "Milestones").

Remedies: Upon an Event of Default, the Prepetition Agent may declare (in the form of a written notice (a "Termination Notice") that is delivered to the Debtors and filed with the Bankruptcy Court (using a CM/ECF emergency code, seeking emergency relief from the automatic stay) that the right to use Cash Collateral has been terminated; provided, however, that for the five business day period following the delivery of the Termination Notice, the Debtors shall be entitled to (i) continue to use Cash Collateral strictly in accordance with the Budget, and (ii) seek an emergency hearing with the Bankruptcy Court. The automatic stay will be automatically lifted for purposes of allowing the Prepetition Agent to deliver (and file) a Termination Notice upon an Event of Default.

Adequate Protection: As adequate protection for the diminution in value of the liens securing the obligations under the Prepetition Term` Loan Agreement (the "Prepetition Collateral") the Prepetition Secured Parties shall, during the pendency of the Chapter 11 Cases, receive (collectively, the "Adequate Protection") (i) the grant of additional and replacement liens on all property of the Debtors' estates, including but not limited to any unencumbered property of the Debtors and, subject to entry of the Final Order, the proceeds of avoidance actions, subject only to the Carve-Out, (ii) a super-priority claim pursuant to section 507(b) of the Bankruptcy Code payable from all property of the Debtors' estates, including but not limited to any unencumbered property of the Debtors and, subject to entry of the Final Order, the proceeds of avoidance actions, subject only to the Carve-Out, (iii) the payment of post-petition interest on the Term Loans at the non-default contract rate set forth in the Prepetition Term Loan Agreement, (iv) the payment of the reasonable and documented fees and expenses of the Prepetition Secured Parties (including outside counsel and financial advisors of the Prepetition Agent and the Requisite Lenders), (v) provide continued periodic reporting under the Prepetition Term Loan Credit Agreement, as well as the following enhanced reporting (on a professionals' eyes only or non-cleansing basis) (A) a listing of permanently open store counts (i.e. stores not designated for permanent closure) by banner, updated on a weekly basis, (B) comp sales by banner, updated on a weekly basis, (C) a lease-by-lease summary report describing the status of negotiations and or proposed sales for any leased properties, updated on a weekly basis, (D) inventory and borrowing base, updated on a weekly basis, and (E) any additional

	reporting delivered to either the agent or lenders (or their respective advisors), under any post-petition debtor-in-possession financing, and (vi) provide access to management (including but not limited to the chief restructuring officer) of the Debtors no less frequently than once every week. Notwithstanding the foregoing, the Prepetition Secured Parties shall be entitled to seek additional forms of adequate protection for any reason, including due to any extension of the Milestones or any failure to satisfy any of them and all parties' rights are reserved with respect to such requests.
Stipulations:	The Cash Collateral Orders shall contain customary stipulations as to, among other things, the amount and priority of the secured indebtedness under the Prepetition Term Loan Agreement.
Waivers:	The Final Order will provide (i) a waiver of the "equities of the case" exception to section 552(b) of the Bankruptcy Code, (ii) a waiver of the ability to surcharge the Prepetition Collateral, including under section 506(c) of the Bankruptcy Code, and (iii) a waiver of the equitable doctrine of "marshaling" with respect to the Prepetition Collateral, in each case, with respect to collateral securing the Prepetition Term Loan Agreement, and the Prepetition Secured Parties and the Prepetition Agent (collectively, the "Waivers"). The Interim Order will include a statement that the Waivers will take effect in the Final Order.
Proof of Claim	The Prepetition Agent and the other Prepetition Secured Parties will not be required to file a proof of claim in connection with the Chapter 11 Cases.
Requisite Lenders/Steerco-Super Majority Lenders/Super-Majority Lenders:	"Requisite Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold more than 50% of the aggregate outstanding principal amount of Term Loans that are held by all holders of Term Loans that are signatories to the RSA (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail). "Steerco-Super Majority Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held by the steering committee of the Ad Hoc Group (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail). "Super-Majority Lenders" means, as of the relevant date, one or more holders of Term Loans who are signatories to the RSA that individually or collectively hold at least two-thirds of the aggregate outstanding principal amount of Term Loans that are held all holders of the Term Loans that are signatories to the RSA (which may in all cases be communicated by the Ad Hoc Group Advisors via e-mail).

SCHEDULE 1

ADDITIONAL DEBTORS

JA Apparel Corp.
Jos. A. Bank Clothiers, Inc.
Joseph Abboud Manufacturing Corp.
K&G Men's Company Inc.
Moores Retail Group Corp.
Moores The Suit People Corp.
MWDC Holding Inc.
Nashawena Mills Corp.
Renwick Technologies, Inc.
Tailored Brands Gift Card Co LLC
Tailored Brands Purchasing LLC
Tailored Shared Services, LLC
The Joseph A. Bank Mfg. Co.
TB UK Holding Limited
The Men's Wearhouse, Inc.
TMW Merchants LLC

SCHEDULE 2

CASE MILESTONES

Milestone / Date

1. Entry of Interim Order that is acceptable to the Requisite Lenders: 5 days after the Petition Date

2. Debtors to file a motion (acceptable to the Requisite Lenders) seeking to extend the lease assumption/rejection period to 210 days: 10 days after the Petition Date

3. Debtors to file a motion (acceptable to the Requisite Lenders) seeking to implement procedures for store closings: 10 days after the Petition Date

4. Delivery of a plan for optimization of the leased property portfolio and real estate portfolio that is acceptable to the Requisite Lenders (the "Lease Optimization Plan"): 14 days after the Petition Date

5. Filing of a plan of reorganization that is acceptable to the Requisite Lenders (an "Acceptable Plan") and disclosure statement with respect to the Acceptable Plan (the "Disclosure Statement") with the Bankruptcy Court: 15 days after the Petition Date

6. Entry of Final Order that is acceptable to the Requisite Lenders: 40 days after the Petition Date

7. Entry of an order that is acceptable to the Requisite Lenders implementing procedures for store closings: 40 days after the Petition Date

8. Entry of an order that is acceptable to the Requisite Lenders extending the lease assumption/rejection period to 210 days: 50 days after the Petition Date

9. Entry by Bankruptcy Court of an order approving the Disclosure Statement that is acceptable to the Requisite Lenders: 70 days after the Petition Date

10. Results/outcome of implementation of Lease Optimization Plan to be acceptable to the Requisite Lenders: 70 days after the Petition Date

11. Entry by Bankruptcy Court of an order confirming an Acceptable Plan (the "Confirmation Order"): 105 days after the Petition Date

12. Consummation of the Acceptable Plan: 120 days after the Petition Date

EXHIBIT B

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**")[1] by and among Tailored Brands, Inc. ("**Tailored**") and its subsidiaries bound thereto and the Consenting Term Loan Lenders and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and shall be deemed a "Consenting Term Loan Lender" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date hereof and any further date specified in the Agreement.

Date Executed:

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Term Loan Claims	

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT C

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"),[2] by and among Tailored Brands, Inc. ("**Tailored**") and its Affiliates and subsidiaries bound thereto and the Consenting Term Loan Lenders, including the transferor to the Transferee of any Term Loan Claims (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Term Loan Lender" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Term Loan Claims	

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