Court File No.: CL-26-00000478-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 13TH DAY
	)	
JUSTICE W.D. BLACK	)	OF NOVEMBER, 2026

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

AND IN THE MATTER OF THE CHILDREN'S PLACE, INC., THE CHILDREN'S PLACE SERVICES COMPANY, LLC, THE CHILDREN'S PLACE INTERNATIONAL, LLC, THE CHILDREN'S PLACE CANADA HOLDINGS, INC., THECHILDRENSPLACE.COM, INC., TCP IH II, LLC, TCP REAL ESTATE HOLDINGS, LLC, TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, TCP BRANDS, LLC, AMASKIT, LLC, THE CHILDREN'S PLACE (BARBADOS) INC., TCP INVESTMENT CANADA I CORP., TCP INVESTMENT CANADA II CORP. AND THE CHILDREN'S PLACE (CANADA), LP

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

Applicant

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") by The Children's Place, Inc. ("**TCP, Inc.**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") of the Chapter 11 Debtors (as defined below) in respect of the proceedings commenced on November 8, 2026, in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Rudolph Morando sworn November 9, 2026, the affidavits of Brynne Dalmao sworn November 11 and 12, 2026, and the

Pre-Filing Report of AlixPartners Restructuring, Inc. ("**AlixPartners**"), in its capacity as the proposed information officer, dated November 12, 2026, filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for AlixPartners, counsel to the DIP ABL Agent (as defined in the Interim DIP Order (as defined below)), counsel to the DIP Term Agent (as defined in the Interim DIP Order), and those other parties that were present and wished to be heard, and on reading the consent of AlixPartners to act as the information officer:

SERVICE

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

RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated as of November 13, 2026 (the "**Recognition Order**").

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the Bankruptcy Court made in the Foreign Proceeding, copies of which are attached as Schedules "A" to "O" hereto, respectively, are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) the *Order (I) Authorizing The Children's Place, Inc. to act as a Foreign Representative and (II) Granting Related Relief*;

(b) the *Order (I) Authorizing the Appointment of Omni Agent Solutions, Inc. as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief*;

(c) the *Interim Order (I) Approving Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness With Respect to Common Stock, and (II) Granting Related Relief*;

(d) the *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Honor Prepetition Obligations Related Thereto, (B) Maintain Existing Bank Accounts, (C) Perform Intercompany Transactions in the Ordinary Course, and (D) Maintain Existing Business Forms; (II) Granting an Interim Extension of The Section 345(B) Deposit and Investment Requirements; and (III) Granting Related Relief*;

(e) the *Interim Order (I) Authorizing (A) Payment of Prepetition Wages, Salaries and Other Compensation and (B) Continuation of Benefits Programs, and (II) Granting Related Relief*;

(f) the *Interim Order (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief*;

(g) the *Interim Order (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief*;

(h) the *Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letters of Credit Entered Into Prepetition and pay Related Prepetition Obligations, (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit, and (C) Continue to*

pay Broker Fees and Honor Obligations Under Premium Financing Agreements and (II) Granting Related Relief;

(i) the *Interim Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief*;

(j) the *Interim Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(B)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief*;

(k) the *Interim Order (I) Authorizing the Debtors to Assume the Consulting Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, With Such Sales to be Free and Clear of all Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief* (the "**Interim Store Closing Order**");

(l) the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief*;

(m) the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief*;

(n) the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V)*

Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief; and

(o) the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "**Interim DIP Order**");

provided, however, that (i) in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada, and (ii) the Canadian Sale Guidelines attached hereto as Schedule "Q" shall apply to the conduct of the Sales at the Canadian Closing Stores and Warehouses located in Canada (each as defined in the Interim Store Closing Order) and not the "Canadian Sale Guidelines" referenced in the Interim Store Closing Order.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that AlixPartners is hereby appointed as an officer of this Court (in such capacity, the "**Information Officer**"), with the powers and duties set out herein and in any other Order made in these proceedings.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that from the date hereof until such date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp. and The Children's Place (Canada), LP (collectively, the "**Canadian Debtors**") or affecting their business (the "**Canadian Debtors' Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Canadian Debtors' Property**"); or (ii) TCP, Inc., The Children's Place Services Company, LLC, The Children's Place International, LLC, The Children's Place Canada Holdings, Inc.,

thechildrensplace.com, inc., TCP IH II, LLC, TCP Real Estate Holdings, LLC, TCP International Product Holdings, LLC, TCP Brands, LLC, AMASKIT, LLC, and The Children's Place (Barbados) Inc. (collectively with the Canadian Debtors, the "**Chapter 11 Debtors**") or affecting their business in Canada (together with the Canadian Debtors' Business, the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (together with the Canadian Debtors' Property, the "**Property**"), except with the written consent of the applicable Chapter 11 Debtor and the Information Officer or leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Chapter 11 Debtor and the Information Officer or leave of this Court, provided that nothing in this Order shall: (i) prevent the assertion of or the exercise of rights and remedies outside of Canada; (ii) empower any Chapter 11 Debtor to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on; (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA; (iv) prevent the filing of any registration to preserve or perfect a security interest; or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including, without limitation, all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation or logistics services, warehouse services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services in Canada received after the date of this Order are paid by the Chapter 11 Debtors in accordance with normal payment practices of the Chapter 11 Debtors or such practices as may be agreed upon by the supplier or servicer provided and the Chapter 11 Debtors or as may be ordered by the Court.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment

or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

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

(a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

(b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

(c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and

(d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

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

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management

of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

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

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

17. **THIS COURT ORDERS** that Bennett Jones LLP, as Canadian counsel to the Chapter 11 Debtors ("**Canadian Counsel**"), the Information Officer and legal counsel to the Information Officer, shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and legal counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree, and the retainers previously paid to Canadian Counsel and the Information Officer are hereby approved. The accounts of Canadian Counsel, the Information Officer and counsel to the Information Officer shall not be subject to approval in the Foreign Proceeding.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and

its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and legal counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Canadian Debtors' Property in Canada, which charge shall not exceed an aggregate amount of USD$650,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 24 and 26 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Canadian Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of any of the Canadian Debtors after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether or not any such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Canadian Debtors' Property in Canada, which charge shall not exceed an aggregate amount of CAD$1,975,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 24 and 26 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Canadian Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage

under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

DIP CHARGES

23. **THIS COURT ORDERS** that the (i) DIP ABL Agent, for and on behalf of itself and the other DIP ABL Credit Parties (as defined in the Interim DIP Order, and together with the DIP ABL Agent, the "**ABL DIP Lender**"), shall be entitled to the benefit of and is hereby granted a charge (the "**ABL DIP Charge**"), and (ii) the DIP Term Agent, for and on behalf of itself and the other DIP Term Credit Parties (as defined in the Interim DIP Order, and together with the DIP Term Agent, the "**Term DIP Lender**"), shall be entitled to the benefit of and is hereby granted a charge (the "**Term DIP Charge**", and together with the ABL DIP Charge, the "**DIP Charges**") on the Chapter 11 Debtors' Property in Canada (other than The Children's Place (Barbados) Inc.'s Property in Canada), in each cases, consistent with the liens and charges created by or set forth in the Interim DIP Order, and provided that, with respect to the Chapter 11 Debtors' Property in Canada (other than The Children's Place (Barbados) Inc.'s Property in Canada), the DIP Charges shall have the priority set out in paragraphs 24 and 26 hereof, and further provided that the DIP Charges shall not be enforced except with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

(a) First – Administration Charge (to the maximum amount of USD$650,000);

(b) Second – Directors' Charge (to the maximum amount of CAD$1,975,000); and

(c) Third – ABL DIP Charge and the Term DIP Charge, each having and subject to the relative priority of liens as set forth in the Interim DIP Order on the Chapter 11 Debtors' Property in Canada (other than The Children's Place (Barbados) Inc.'s Property in Canada).

25. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as

against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

26. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Canadian Debtors' Property in Canada and, in the case of the DIP Charges, the Chapter 11 Debtors' Property in Canada (other than The Children's Place (Barbados) Inc.'s Property in Canada), and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, provided that, the DIP Charges shall be subordinate to or rank *pari passu* with, as applicable, any Encumbrances that, pursuant to the Interim DIP Order, rank in priority to or *pari passu* with the liens granted in favour of the ABL DIP Lender and the Term DIP Lender, as applicable, pursuant to the Interim DIP Order.

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

28. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

(i) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;

(ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

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

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

SERVICE AND NOTICE

30. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Ontario Superior Court of Justice website at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg 194 (the "**Rules of Civil Procedure**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(1)(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a case website for these proceedings shall be established with the following URL: https://cdncases.alixpartners.com/experience/case/tcp (the "**Case Website**").

31. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and each of their respective counsel are at liberty to serve or distribute this

Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received: (i) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission; (ii) in the case of delivery by prepaid ordinary mail, on the third business day after mailing; and (iii) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

32. **THIS COURT ORDERS** that any distribution or service in accordance with this Order shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

33. **THIS COURT ORDERS** that the Information Officer shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Information Officer shall post the Service List, as may be updated from time to time, on the Case Website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Information Officer shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

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

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

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

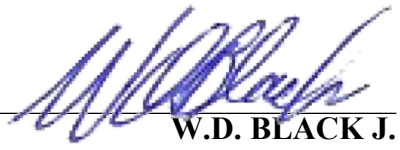
or any other foreign jurisdiction, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative and the Information Officer, and each of their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative and the Information Officer, and each of their counsel and respective agents in carrying out the terms of this Order.

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

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

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

40. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing of this Order.



W.D. BLACK J.

SCHEDULE "A"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

ORDER (I) AUTHORIZING THE CHILDREN'S PLACE, INC. TO ACT AS A FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through five (5), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order") (a) authorizing, but not directing, THE CHILDREN'S PLACE, INC. ("TCP, INC.") to act as a foreign representative on behalf of the Debtors' estates pursuant to section 1505 of the Bankruptcy Code and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

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

3. TCP, INC. is hereby authorized to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, TCP, INC. shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including: (a) seeking recognition of the Debtors' chapter 11 cases in the Canadian Proceeding; (b) requesting that the Canadian Court lend assistance to this Court in protecting the Debtors' assets, operations, and property; (c) consistent with any orders of the Canadian Court, retaining and compensating Canadian professionals on behalf of the Foreign Representative, and paying the costs of the Canadian court-appointed information officer and its counsel, each without further order of this Court; and (d) seeking any other appropriate relief from the Canadian Court that TCP, INC. deems just and proper in the furtherance of the protection of the Debtors' estates.

4. The Court requests the aid and assistance of the Canadian Court to recognize the Debtors' chapter 11 cases as a "foreign main proceeding" and TCP, INC. as a "foreign representative" pursuant to the CCAA and to recognize and give full force and effect in all provinces and territories of Canada to this Order and to other orders issued by this Court in these chapter 11 cases.

5. Notwithstanding the relief granted in this Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any

Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

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

7. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

8. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

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

SCHEDULE “B”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Joint Administration Requested)

ORDER (I) AUTHORIZING THE APPOINTMENT OF OMNI AGENT SOLUTIONS, INC. AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Appointment of Omni Agent Solutions, Inc. as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") authorizing the Debtors to appoint Omni Agent Solutions, Inc. ("Omni") as claims and noticing agent in the Debtors' chapter 11 cases (the "Claims and Noticing Agent") pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, the Court's *General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C. § 156(c) Pending Adoption of Local Rule* (the "Claims and Noticing Agent Retention Protocol"), and the terms of the Services Agreement, effective as of the Petition Date, all as more fully set forth in the Application; and upon the First Day Declaration, the Morando Declaration, and the Deutch Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief

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

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

1. The Application is **GRANTED** as set forth herein.

2. The terms of the Services Agreement are approved as provided herein subject to the terms of this Order.

3. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

4. The Debtors are authorized pursuant to 28 U.S.C. § 156(c) to retain Omni as Claims and Noticing Agent, effective as of the Petition Date, pursuant to the terms of the Services Agreement, in the form attached hereto as **Exhibit 1**, as modified by this Order, and Omni is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application (collectively, the "Claims and Noticing Services").

5. Notwithstanding anything to the contrary in the Application, the Morando Declaration, the Deutch Declaration, the Services Agreement, or this Order, any services Omni will provide relating to the Debtors' Schedules shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their Schedules.

6. Omni shall serve as the custodian of Court records and shall be designated as the

authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk. The Clerk shall provide Omni with Electronic Case Filing ("ECF") credentials that allow the Claims and Noticing Agent to receive ECF notifications, file certificates, and/or affidavits of service. To the extent any government or nongovernment claimant files a proof of claim with the Court via CM/ECF or manually with the Clerk, as opposed to with Omni, such filings will be deemed timely if filed by the applicable bar date set by the Court.

7. Omni is authorized and directed to provide public access to every proof of claim unless otherwise ordered by the Court, to obtain a post office box or address for the receipt of proofs of claim, and to provide an electronic interface for filing proofs of claim.

8. Omni is authorized to take such other action to comply with all duties set forth in the Application.

9. Omni is authorized to provide noticing services in these chapter 11 cases to the U.S. Trustee.

10. Omni shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on (a) the Debtors, (b) the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), (c) counsel for the Debtors, (d) counsel for any official committee appointed to monitor the expenses of the Debtors in these chapter 11 cases, and (g) any party in interest who specifically requests service of the monthly invoices.

11. Parties shall have ten (10) days from receipt of the invoice to review such invoice and raise any objections, either formally through the filing of an objection with the Court or informally through a writing served on Omni, to the fees and expenses being requested by Omni. If an objection is interposed, the parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or Omni's monthly invoices; provided that the parties may seek resolution of the matter from the Court if such efforts prove unsuccessful. If no objection has been raised, the Debtors are authorized to pay Omni the full amount of the requested fees and expenses upon expiration of the ten (10) day review without further order of the Court. If an objection has been raised, the Debtors may not pay the objected to amount pending agreement of the parties or entry of an order of this Court authorizing payment. Notwithstanding anything to the contrary contained in the Services Agreement, no late charges shall accrue on any invoices.

12. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni under this Order shall be an administrative expense of the Debtors' estates. Omni may apply its retainer to all prepetition invoices, and, thereafter, Omni may hold the retainer under the Services Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement. Notwithstanding anything to the contrary contained in the Application, the Morando Declaration, the Deutch Declaration, the Services Agreement, or this Order, section II(g) of the Services Agreement concerning the replenishment of the retainer is null and void during the pendency of these chapter 11 cases.

13. The indemnification, contribution, and reimbursement provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency

of these chapter 11 cases:

a. Omni shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Omni, or provide contribution or reimbursement to Omni, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Omni's gross negligence, willful misconduct, bad faith, self-dealing, or actual fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Omni's contractual obligations under the Services Agreement, unless this Court determines that indemnification, contribution, or reimbursement would be permissible under *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under subsection (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Omni should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

c. If, before the earlier of the entry of an order (a) confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) or (b) closing these chapter 11 cases, Omni believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Omni must file an application therefor in this Court, and the Debtors may not pay any such amounts to Omni before the entry of an order by this Court approving the payment, and any such payment shall be subject to any financing order. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Omni for indemnification, contribution, or reimbursement, and is not intended to limit the duration of the Debtors' obligation to indemnify Omni. All parties in interest shall retain the right to object to any demand by Omni for indemnification, contribution, or reimbursement.

14. Omni shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

15. In the event Omni is unable to provide the Claims and Noticing Services, Omni

shall immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, shall cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. Notwithstanding anything to the contrary contained in the Application, the Morando Declaration, the Deutch Declaration, this Order, or the Services Agreement, Omni shall provide at least thirty (30) days' prior written notice of any increases in its billing rates, subject to the parties in interest's right to object to any such increases.

17. The Debtors may submit a separate retention application, pursuant to section 327(a) of the Bankruptcy Code or any applicable law, for work that is to be performed by Omni but is not specifically authorized by this Order.

18. Notwithstanding anything to the contrary contained in the Application, the Morando Declaration, the Deutch Declaration, this Order, or the Services Agreement, during the pendency of these chapter 11 cases, if any advance payment is expected to exceed $7,500 as set forth in section II(d) of the Services Agreement, Omni shall receive pre-authorization from the Debtors or their counsel.

19. Notwithstanding anything to the contrary contained in the Application, the Morando Declaration, the Deutch Declaration, this Order, or the Services Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of Omni.

20. Notwithstanding anything to the contrary contained in the Application, the

Morando Declaration, the Deutch Declaration, this Order, or the Services Agreement, including section VII of the Services Agreement, the Court is not authorizing Omni to establish financial accounts with financial institutions on behalf of the Debtors.

21. Omni shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this Court, *provided, however,* that Omni may seek such relief on an expedited basis.

22. Nothing in this Order authorizes the Debtors to accelerate any payments not otherwise due.

23. In the event of any inconsistency between the Services Agreement, the Application, the Morando Declaration, the Deutch Declaration, and this Order, the terms of this Order shall govern.

24. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof.

26. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules") are satisfied by such notice.

27. The Debtors shall serve by regular mail a copy of this Order and the Application on all parties required to receive such service pursuant to Local Rule 9013-5(f) within forty-eight (48) hours after entry of this Order.

28. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

29. Notwithstanding anything to the contrary in the Application, the Morando Declaration, the Deutch Declaration, this Order, or any term in the Services Agreement, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Services Agreement

Execution Version

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of November 4, 2026, between (I) Omni Agent Solutions, Inc ("**Omni**"), and (II) The Children's Place, Inc., together with each of its affiliates and subsidiaries listed on **Schedule 1**, annexed hereto (collectively, the "**Companies**").[1] The parties agree as follows:

Terms and Conditions

I. SERVICES

(a) Upon request by the Companies or as may be necessary for Omni to comply with applicable law, governmental regulation, court order or court rule, Omni shall provide the Companies with consulting and administrative services ("**Services**") in connection with the Companies' potential filing of chapter 11 petitions under the Bankruptcy Code (the "**Code**") and during any chapter 11 case(s) which the Companies may initiate. Without limitation, the Services may include any or all of the following: Assisting in the preparation of the Companies' bankruptcy schedules and statements of financial affairs ("**Schedules and SOFA**"), noticing, communication related services, claims management and reconciliation, plan solicitation, balloting and tabulation, contract review, securities, claims analysis, providing confidential online workspaces or data rooms (the publication of which shall not violate the confidentiality provisions of this Agreement), account management, disbursements, automation, and any other service which may be agreed upon by the parties.

(b) The Companies understand that to assist or enable Omni to provide the Services, Omni will engage in communications with various persons acting on the Companies' behalf (each, a "**Companies Party**").[2] The Companies represent to Omni and agree that any and all requests, advice, information or direction which a Companies Party provides to or makes of Omni is expressly authorized by the Companies, that Omni may rely upon the accuracy and completeness of the information provided without any obligation to further verify it, and that the Companies shall be bound by any and all requests, advice, information or direction made.

(c) The Companies understand that Omni is not being retained to provide any legal or financial advice and that none of Omni's communications with a Companies Party or any other party constitutes legal or financial advice.

II. RATES

(a) The Companies agree to pay Omni for all fees, charges and costs for Services provided on their behalf in the amounts set forth in the schedule attached hereto as **Exhibit "A"**

[1] Upon the filing of one or more chapter 11 petitions, the term "**Companies**" shall thereafter mean and include each of the filing parties, in their individual capacities as debtors and debtors in possession, together with any other entities whose chapter 11 cases are jointly administered with the filing parties' case(s). Each of the Companies shall be jointly and severally liable for all fees and costs incurred hereunder.

[2] Unless otherwise agreed upon, a Companies Party includes the Companies' managers, general partners, officers, directors, employees, agents, representatives, counsel, consultants and/or any other party with whom the Companies authorize to engage in a communication with Omni.

(the "**Rate Schedule**"). In addition to the foregoing, Omni has agreed to provide the Companies with (i) a $20,000 discount on prepetition fees (contingent upon the filing of at least one of the Companies' chapter 11 cases), (ii) a twenty (20%) percent discount on hourly rates, and (iii) those additional terms and concessions annexed hereto and made a part hereof, as **Exhibit "B"**.

(b) Omni may invoice the Companies monthly for the Services it provided during the preceding calendar month consistent with the applicable Rate Schedule. All invoices are due and payable upon receipt. Invoices must be submitted as a separate .pdf file to tcp@aspen360mail.com or mailed to The Children's Place Invoice Processing Center, P.O. Box 310, Broadway, New Jersey 08808. Each invoice must include The Children's Place representative's name, contact details, and purchase order number. Notwithstanding anything herein to the contrary, in the event the Companies file one or more chapter 11 petitions, any payment made to Omni will be in accordance with applicable bankruptcy law and orders of the bankruptcy court.

(c) In the case of a dispute of any portion of an invoice, the Companies shall give written notice to Omni within thirty (30) days of receipt of the invoice as to the charges disputed and the basis thereof. The undisputed portion of the invoice will remain due and payable in accordance with Section II(b).

(d) Omni may require an advance or direct payment from the Companies of an reasonable and documented individual expense, or a group of related expenses, which are expected to exceed $7,500 (*e.g.*, publication notice); provided that prior to incurring any such expense that will exceed $7,500, Omni shall receive pre-authorization from the Companies or their counsel (email being sufficient).

(e) The Companies shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Companies, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(f) The Companies shall pay to Omni all actual charges (including documented fees, costs and expenses as set forth in the then effective Rate Schedule) related to, arising out of, or resulting from, any error or omission made by the Companies including, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses. Notwithstanding anything to the contrary in this Agreement or the Rate Schedule, the Companies shall have no obligation to pay or reimburse any cost or expense incurred by Omni (including postage, publication, printing, delivery, telephone, travel, and third-party or outsourced services) unless such cost or expense is consistent with the Rate Schedule and supported by documentation reasonably acceptable to the Companies.

(g) Upon execution of this Agreement, the Companies shall pay Omni a retainer of $50,000 (the "**Retainer**") so as to be received by Omni no later than two (2) business days prior to the commencement of any chapter 11 case filed by one or more of the Companies. Omni may use the Retainer against all reasonable and documented prepetition fees and expenses, which Retainer shall then be replenished as soon as reasonably practicable by the Companies to its

original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "**Final Invoice**"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Companies of the application of some or all of the Retainer, the Companies shall replenish the Retainer as soon as reasonably practicable to its original amount. Omni shall return to the Companies any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder.

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted using either or both of the following methods:

(i) **Wire Transmission**

(Omni's wire information will be included on each monthly invoice)

(ii) **Check**
Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION

(a) The Agreement is effective immediately upon its execution by the parties; provided, however, that it shall be subject to, if and when applicable, the terms of any order entered approving the engagement of Omni by the Companies in the Companies' chapter 11 proceeding(s).

(b) If the Companies commence one or more chapter 11 cases pursuant to the Code, then as soon as is practicable, but in no event more than thirty (30) days after such case or cases are commenced, the Companies shall use commercially reasonable efforts to obtain bankruptcy court approval to retain Omni as their claims and noticing agent pursuant to 28 U.S.C. § 156(c), and as its administrative agent pursuant to section 327(a) of the Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of any application concerning Omni's retention and any order setting forth its terms are subject to Omni's approval which shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, if the bankruptcy court does not enter an order approving Omni's retention pursuant to 28 U.S.C. § 156 (c) or section 327 of the Code, this Agreement will be terminated effective immediately.

IV. TERM

(a) Except as provided herein, the Agreement will remain in effect until terminated: (a) on a mutually agreed upon date as set forth in a writing executed by both parties; (b) on a date of no less than thirty (30) days from the date written notice is provided by one party to the other; (c) by the Companies for cause ("**Cause**") which, for purposes of this Agreement, shall mean that Omni has acted in bad faith, with gross negligence, or engaged in willful misconduct that results in material harm to the Companies' effort and ability to restructure in their chapter 11 cases; or (d)

by Omni upon the Companies' material breach of any term herein with advance written notice to the Companies. If Omni's engagement has been already approved by the bankruptcy court, then Omni shall continue to perform the Services until the entry of an order by the bankruptcy court, in a form and substance satisfactory to Omni, whose consent will not be unreasonably withheld, providing for the terms and conditions of its discharge, including date of termination.

(b) Upon its termination, Omni shall provide the Companies with all materials Omni is required to return to the Companies under the terms of this Agreement as well as all in-process deliverables in their then-current state of completion for Services which Omni provided prior to the effective date of the termination promptly after such termination; provided that Omni may withhold in-process deliverables (but not the Companies' Data, the claims register, or any other records required to be maintained or transferred under applicable law, court order, or clerk's office instructions) pending payment of undisputed sums then due and attributable to such Services, to the extent payment is not restricted by applicable bankruptcy law or court order. Omni shall coordinate with the Companies and, to the extent applicable, the clerk of the bankruptcy court, to maintain an orderly transfer of record keeping functions, shall provide the necessary staff and assistance required for an orderly transfer, and the Companies agree to pay all sums, at the rates set forth in the Rate Schedule, which may become due in connection therewith. Without limiting the foregoing, upon the Companies' written request made at any time during the term of this Agreement or within ninety (90) days after its termination, Omni shall deliver to the Companies and/or the Companies' retained professionals at the Companies' sole expense, at the rates set forth in the Rate Schedule, any or all of the Companies' Data and other non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Companies.

V. CONFIDENTIALITY

Omni and the Companies, on behalf of themselves and on behalf of each Companies Party, agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided under this Agreement, including, without limitation, financial information, customer information, inventions, trade secrets, business and product plans, source code, agreement terms and conditions, personally identifiable information, and any non-public information a reasonable person would understand to be confidential (collectively, "**Confidential Information**"). All information created in performance of the Services is the Companies' Confidential Information. The receiving party shall protect the disclosing party's Confidential Information using procedures no less restrictive than those used for its own confidential information of similar sensitivity (and in no event less than reasonable care). The receiving party agrees to keep confidential all Confidential Information, except if any of such information: (a) is then or thereafter becomes publicly available, other than by breach by the receiving party; (b) is already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; (c) was independently developed without use of the disclosing party's Confidential Information; (d) is lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; or (e) is subject to production or revelation pursuant to an order of any court, governmental agency or other regulatory body, arbitrator or subpoena, it may, to the extent legally permitted and upon not less than ten (10) calendar days written notice to the other party (or such shorter notice as is

practicable) to allow the other party an opportunity to contest such disclosure, release only the required information. Omni shall use the Companies' Confidential Information solely to perform the Services. Notwithstanding the foregoing, the Companies may disclose this Agreement and its terms (i) to the bankruptcy court, the Office of the United States Trustee, any statutory committee, and other parties in interest in connection with Omni's retention or as otherwise required in the Companies' chapter 11 case(s), and (ii) to their legal, financial, and other professional advisors who are bound by confidentiality obligations. The obligations of confidentiality under this Section V shall survive for a period of two (2) years following the termination of this Agreement, provided that obligations with respect to trade secrets shall survive indefinitely.

VI. OMNI'S PROPERTY RIGHTS

(a) The parties understand and agree that any and all software programs or other materials furnished by Omni pursuant to this Agreement or used by Omni to provide the Services during the term of this Agreement ("**Omni's Property**") are Omni's sole and exclusive property. Without limiting the foregoing, Omni's Property includes data processing programs, specifications, applications, routines, documentation, ideas, concepts, know-how or techniques relating to data processing or Omni's performance of Services. Notwithstanding the foregoing, Omni's Property shall not include the Companies' Data, the Companies' Confidential Information, or any claims register, Schedules and SOFA, ballots, tabulations, notices, or other case records or deliverables prepared for the Companies, all of which shall be the property of the Companies (or, as applicable, the official records of the bankruptcy court). Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time of accessibility, types of terminals and other equipment, and the Omni database serving the Companies, so long as any such changes do not materially interfere with ongoing Services provided to the Companies in connection with the Companies' pending bankruptcy cases.

(b) The Companies acknowledge and agree that regardless of any sums it has been charged or has paid to Omni, it obtains no rights or ownership whatsoever in any of Omni's Property and that their use by the Companies is limited to enabling Omni to provide the Services hereunder.

VII. BANK ACCOUNTS

At the written request of the Companies, Omni is authorized to establish account(s) with financial institutions in the name of and/or as agent for the Companies and to manage such account(s) solely in accordance with the Companies' written instructions and any applicable court order, including to facilitate distributions pursuant to a chapter 11 plan or otherwise. All funds held in such account(s) shall remain the property of the Companies (or their estates), shall be held in trust for the Companies, shall not be commingled with Omni's funds, and shall not be subject to any lien, setoff, or recoupment by Omni.

VIII. COMPANIES' DATA

(a) Without limiting any other provision of this Agreement, the Companies represent

and warrant to Omni that when a Companies Party provides information to Omni (a) the Companies have all necessary authority to disclose it to Omni and that Omni is fully authorized to use it in connection with its performance of the Services; (b) that the information is materially accurate and complete to the best of the Companies' knowledge at the time of such communication(s); and (c) that Omni has no responsibility whatsoever to verify or otherwise independently confirm the accuracy or completeness of any information, programs, data or instructions it is provided including, without limitation, data it receives in connection with the preparation of the Companies' Schedules and SOFAs. The Companies agree that they shall be deemed to have reviewed and approved any and all Schedules and SOFAs which are filed on their behalf.

(b) Without limiting any other provision of this Agreement, the parties understand and agree that all data, storage media, programs or other materials which are furnished to Omni on their behalf, together with all data compiled or generated by Omni for the Companies in performing the Services (the "**Companies' Data**"), shall remain the sole property of the Companies, and that the Companies shall remain liable to Omni for all fees and expenses thereafter charged by Omni, at the rates set forth in the Rate Schedule, for maintaining, storing or disposing of any or all of it. Omni agrees that it will dispose of the Companies' Data in a manner requested by or acceptable to the Companies; provided, however, that if Omni has not provided Services to the Companies for a period of ninety (90) days and provides no less than thirty (30) days written notice, Omni may, subject to Section VIII(c), securely dispose of any or all of the Companies' Data in any commercially reasonable manner that renders it unrecoverable, at the Companies' sole expense, and shall certify such disposal in writing upon request. The Companies agree to use commercially reasonable efforts to initiate and maintain backup files that would allow the Companies to regenerate or duplicate all programs, data or information which is provided on their behalf to Omni.

(c) If Omni is retained pursuant to bankruptcy court order, disposal of any of the Companies' Data shall comply with any applicable court orders and rules or clerk's office instructions.

(d) Omni shall (i) use the Companies' Data, including any personal information contained therein, solely to perform the Services, and shall not sell, share, or otherwise disclose it except as required to perform the Services or by applicable law or court order; (ii) not use the Companies' Data to train, fine-tune, or improve any artificial intelligence or machine learning model; (iii) implement and maintain administrative, technical, and physical safeguards consistent with industry standards to protect the Companies' Data against unauthorized access, use, disclosure, alteration, or destruction, including encryption of personal information in transit and at rest; (iv) comply with all applicable data privacy and security laws, and with any order of the bankruptcy court regarding the redaction, sealing, or protection of personal information (including the names and addresses of individual creditors and employees); (v) notify the Companies in writing within twenty-four (24) hours after Omni becomes aware of any actual or reasonably suspected unauthorized access to, or acquisition, use, or disclosure of, the Companies' Data (a "Security Incident") and work with the Companies in a commercially reasonable manner on any investigation or remediation efforts.

IX. REPRESENTATIONS AND WARRANTIES

Omni represents and warrants that (a) the Services will be performed in a professional and workmanlike manner by qualified personnel, consistent with industry standards for claims, noticing, and administrative agents; (b) Omni will comply with all applicable laws, rules, regulations, court orders, local rules, and clerk's office requirements in performing the Services; (c) Omni has no connection or interest that would preclude its retention under 28 U.S.C. § 156(c) or section 327(a) of the Code, and will promptly disclose any such connection or interest that arises during the term of this Agreement; and (d) Omni shall be responsible for the acts and omissions of its personnel and subcontractors. Except as expressly set forth in this Agreement, Omni makes no other representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting its enforceability to the maximum extent compatible with applicable law.

X. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, the Companies shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an "**Indemnified Party**," and collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of or related to Omni's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Omni and the Companies shall provide notice to the other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(c) The Companies' indemnification of Omni hereunder shall exclude Losses resulting from Omni's actual fraud, bad faith, gross negligence or willful misconduct.

(d) The Companies' indemnification obligations hereunder shall survive the termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni's liability to the Companies for any Losses, unless due to Omni's gross negligence or willful misconduct, shall be limited to the total amount paid by the Companies for the portion of the particular specific task or expense of the Service that gave rise to the alleged Loss. In no event shall Omni's liability to the Companies for any Losses arising out of this Agreement exceed the total amount actually paid to Omni for services provided under and pursuant to this Agreement. Moreover, in no event shall Omni be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided under and pursuant to this Agreement.

XII. GENERAL

(a) Each party acknowledges that authorized person(s) on its behalf have read Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by an authorized officer of The Children's Place, Inc. or the Companies' Chief Restructuring Officer, on behalf of the Companies, and an officer of Omni.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party provides adequate assurance of performance by the proposed assignee.

(e) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

(f) Whenever performance by Omni of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Omni's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter; provided that Omni shall promptly notify the Companies of any such event, use commercially reasonable efforts to mitigate its effects and resume performance (including by implementing its business continuity and disaster recovery plans), and shall not be entitled to fees for Services not performed. If any such event prevents Omni's performance of any material portion of the Services for more than fifteen (15) days, the Companies may, subject to any applicable order of the bankruptcy court, terminate this Agreement upon written notice without further liability other than payment of undisputed amounts for Services performed before termination.

(g) The Companies will use their commercially reasonable efforts to cooperate with Omni at the Companies' facilities if any portion of the Services require Omni's physical presence.

(h) Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

(i) The Companies and Omni are and shall be independent contractors of each other and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

(j) The language used in this Agreement will be deemed to be the language chosen by the Companies and Omni to express their mutual intent, and no rule of strict construction will be applied against either party.

(k) In the event that any arbitration legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree that the prevailing party is entitled to be paid all of its reasonable attorneys' fees, court costs, and any other expense reasonably related thereto in the amount which may be set by the court or by an arbitrator, whether in the same action or in a separate action brought for the purpose of establishing such amount, in addition to any other relief to which the prevailing party may be entitled.

(l) The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(m) Any dispute arising out of or relating to this Agreement, or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any applicable chapter 11 case(s) of the Companies, any disputes related to this Agreement shall be decided by the bankruptcy court with jurisdiction over the chapter 11 case(s).

(n) Omni reserves the right to make changes in operating procedures, operating systems, programming languages, general purpose library programs, application programs, time periods of accessibility, types of terminals and other equipment, and the Omni database serving the Companies, so long as any such changes do not materially interfere with ongoing Services provided to the Companies in connection with the Companies' pending bankruptcy case(s).

(o) All headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

(p) No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof, and no waiver shall be effective unless in writing and signed by the waiving party.

(q) In the event of any conflict between this Agreement and any order of the bankruptcy court approving Omni's retention, such order shall govern. In the event of any conflict between the body of this Agreement and Exhibit "B", Exhibit "B" shall govern, and in the event of any conflict between the Rate Schedule and either the body of this Agreement or Exhibit "B", the body of this Agreement or Exhibit "B", as applicable, shall govern.

(r) During the term of this Agreement and for one (1) year thereafter, Omni shall maintain, at its own expense, with insurers rated A- or better by A.M. Best: (i) professional liability (errors and omissions) insurance with limits of not less than $5,000,000 per claim; (ii) cyber liability and network security insurance with limits of not less than $5,000,000 per claim; (iii) commercial crime or fidelity insurance covering loss of funds held or disbursed on behalf of the Companies, including computer fraud and funds transfer fraud, with limits of not less than $1,000,000, naming the Companies as loss payee; and (iv) commercial general liability insurance with limits of not less than $1,000,000 per occurrence. Omni shall provide certificates of insurance upon request.

(s) Upon the Companies' written notice, Omni shall remove all usage of TCP's logo/trademarks from their websites and/or marketing materials as soon as reasonably possible.

XIII. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, nationally recognized overnight courier (fees prepaid), certified or registered U.S. mail (return receipt requested, postage prepaid), or email, and addressed as follows. Notices shall be deemed received: (a) upon delivery if delivered personally; (b) one (1) business day after deposit with overnight courier; (c) three (3) business days after mailing by certified/registered mail; or (d) upon transmission if sent by email (provided sender does not receive an automated non-delivery or error message).

If to Omni:
Omni Agent Solutions, Inc.
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367
Tel: (818) 906-8300
Attn: Brian K. Osborne, Pres. & CEO
Email: Bosborne@omniagnt.com

If to the Companies:
The Children's Place, Inc., *et al.*
c/o BRG
225 Franklin Street
32nd Floor
Boston, MA 02110
Attn: Rudy Morando
Chief Restructuring Officer
Tel: (510) 285-3300

Boston, MA 02110
Attn: Rudy Morando
Chief Restructuring Officer
Tel: (510) 285-3300
Email: rmorando@thinkbrg.com

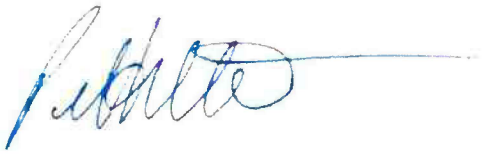
With a copy to: The Children's Place
500 Plaza Drive, Suite 400
Secaucus NJ 07094
Attn: General Counsel
LegalDepartment@childrensplace.com

With a copy to: White & Case LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Gregory F. Pesce, Esq.
gregory.pesce@whitecase.com

Or to such other address as the Party to receive the notice or request so designates by written notice to the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

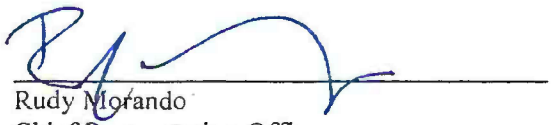
OMNI AGENT SOLUTIONS, INC.



By: _____
Name: Paul Deutch
Title: Executive Vice President

Agreed and accepted this ____ day of November, 2026

THE CHILDREN'S PLACE, INC., *ET AL.*



Rudy Morando
Chief Restructuring Officer

SCHEDULE "1"

The Children's Place, Inc.
The Children's Place Services Company, LLC
TCP Brands, LLC
The Children's Place International, LLC
The Children's Place (Canada), LP
thechildrensplace.com, inc.
The Children's Place Canada Holdings, Inc.
TCP IH II, LLC
TCP Real Estate Holdings, LLC
TCP International Product Holdings, LLC
TCP Investment Canada II Corp.
TCP Investment Canada I Corp.
AMASKIT, LLC
The Children's Place (Barbados) Inc.

EXHIBIT "A"

20% Engagement Discount

2026 Rate Schedule

Boutique excellence. Operational discipline. Intelligent innovation.

INCLUDED WITH OMNI

- Analyst support
- Client / database access
- Label / envelope personalization
- Call-center setup & hosting
- Executive oversight
- Standard email noticing
- Standard reporting
- Website setup & hosting
- Folding & insertion
- Claims-register access

CASE ADMINISTRATION & TECHNOLOGY

CLASSIFICATION	DISCOUNTED RATE	PRIMARY ROLE
Analyst / Administrative Support	**INCLUDED**	Administrative and processing support, including mail handling, returned mail, document organization, routine data maintenance, and standard case support.
Consultant	**$64 – $136 / hour**	Day-to-day case administration, claims and noticing support, creditor data management, Schedules/SOFA support, website administration, and standard reporting.
Senior Consultant	**$140 – $176 / hour**	Complex claims, noticing, reporting, and workflow management, with direct coordination among clients, counsel, and other professionals.
Director / Senior Case Consultant	**$180 – $208 / hour**	Overall engagement management, strategic administrative support, quality control, complex case execution, and supervision of Omni professionals.
Technology Consultant	**$60 – $100 / hour**	Data management, programming, database support, automation configuration, specialized analytics, custom reporting, and technology solutions.
Communications / Call Center Professional	**$60 – $140 / hour**	Live call-center support, creditor communications, inquiry management, and customized communications services.
Executive Management / Oversight	**INCLUDED**	Executive-level consultation and oversight, when appropriate, to support the client, engagement, and Omni case team.

SOLICITATION & SECURITIES SERVICES

CLASSIFICATION	DISCOUNTED RATE	PRIMARY ROLE
Solicitation & Securities Consultant	**$160 – $200 / hour**	Plan solicitation, ballot review and tabulation, public securities noticing, rights offerings, treatment elections, distributions, and related corporate actions.
Director of Solicitation & Securities	**$220 / hour**	Senior oversight of complex solicitation and securities engagements, voting, tabulation, and corporate-action execution.

TREASURY, BANKING, ESCROW & DISTRIBUTION SERVICES

CLASSIFICATION	DISCOUNTED RATE	PRIMARY ROLE
Treasury Services Professional	**$120 – $220 / hour**	Banking, escrow, distribution administration, payment processing, reconciliations, distribution reporting, and related financial-administration services.

CLAIMS MANAGEMENT

SERVICE	RATE / COST
Proof of Claim Processing	**Applicable professional hourly rates**
Document Scanning / Imaging	**$0.10 per image**
Online Proof of Claim Filing / Online Submissions	**Automated & AI-Enabled Services fees apply**
Client Access to Claims Database	**INCLUDED**
Standard Claims Register Access	**INCLUDED**
Standard Case / Claims Reporting	**INCLUDED**
Customized Reporting / Specialized Analytics	**Applicable Technology Consultant rates ($60 – $100 / hour)**

PRINTING & NOTICING SERVICES

SERVICE	RATE / COST
Printing / Copying	**$0.10 per image – volume discounts apply**
Document Folding & Insertion	**INCLUDED**
Labels / Envelope Personalization	**INCLUDED**
Envelopes	**Varies by size and printing requirements**
Standard Email Noticing	**INCLUDED**
High-Volume / Certified Email Noticing	**Volume-based pricing**
Facsimile Noticing	**$0.10 per page**
Postage / Overnight Delivery	**Prevailing rates as required**
Publication / Legal Notice Coordination	**Quoted prior to publishing**

INFORMATIONAL WEBSITES

SERVICE	RATE / COST
Website Creation / Configuration / Setup	**INCLUDED**
Website Hosting	**INCLUDED**
Routine Website Content Updates	**Applicable professional hourly rates**
Custom Programming / Development	**$60 – $100 / hour**

CALL CENTER / DEDICATED LINE

SERVICE	RATE / COST
Initial Creation & Configuration	**INCLUDED**
Call Center Hosting	**INCLUDED**
Automated / IVR Usage	**$0.10 per minute**
Live Call Center Personnel	**$60 – $140 / hour**

TECHNOLOGY, DATA & AUTOMATED SERVICES

SERVICE	RATE / COST
Case Data Management / System Maintenance	**$0.10 per record / month**
Image Storage	**INCLUDED**
Secure Encryption / Bandwidth / Security Compliance	**$0.15 per MB**
Automated & AI-Enabled Services	**$0.20 – $0.49 per instance**
Standard Client / System Access	**INCLUDED**
Standard Reporting	**INCLUDED**
Custom Programming / Analytics	**$60 – $100 / hour**

OTHER SPECIALIZED SERVICES

SERVICE	RATE / COST
Schedules & Statements of Financial Affairs	**Applicable professional hourly rates**
U.S. Trustee Reporting Compliance	**Applicable professional hourly rates**
Liquidating / Disbursing Agent Services	**Applicable professional hourly rates**
Escrow Agent Services	**Applicable professional rates / quoted as required**
Check / ACH / Wire Distribution Management	**Applicable professional rates plus direct costs**
Virtual Data Room	**Quote upon request**
Telephone Charges	**At cost**
Delivery / Messenger Services	**At cost**
Archival Media	**$50 per copy**

Rate Schedule Notes. Additional professional services not specifically covered by this rate schedule will be charged at applicable professional hourly rates. Quoted, prevailing-rate, and at-cost services may vary based on engagement requirements, volume, complexity, and timing. Any engagement-specific discount applies only to professional hourly rates unless expressly stated otherwise in the applicable proposal or engagement terms.

EXHIBIT

"B"

Omni agrees to limit its fees and expenses to **$200,000** (including pre-petition services) based on the anticipated case parameters set forth below (the "**Cap**"). Omni, the Companies, and their counsel agree to work together in good faith to determine when and if such parameters, scope of requested services, complexity of the engagement, or other assumptions underlying the Cap would require a modification to the amount of the Cap. Omni shall not be entitled to an increase in the Cap on account of any deviation from the assumptions set forth herein due to the actual case parameters, scope of services, or complexity of the engagement unless counsel to the Companies has provided its prior written consent (not to be unreasonably withheld in substance or timing, and email being sufficient) to Omni expanding or modifying its services to address such deviation. If the parameters stated above materially change, the parties will negotiate in good faith on the costs of services that are outside of the scope, and the timing of decisions will not be unreasonably delayed.

Anticipated Case Parameters

(1) bankruptcy case duration of 4 months;
(2) approximately 500 leased locations;
(3) approximately 10,000 current employees;
(4) the Companies will pursue a sale of substantially all of its assets within 45 days of the petition date followed by solicitation of a liquidating chapter 11 plan;
(5) the Companies' financial adviser will lead the preparation of bankruptcy schedules and statements;
(6) reduction of traditional postage and mailing fees/expenses via entry of court order authorizing electronic noticing (absent certain limited exceptions);
(7) estimated creditor matrix size of 50,000 (subject to refinement).

SCHEDULE "C"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

WHITE & CASE LLP
Gregory F. Pesce (*pro hac vice* pending)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
gregory.pesce@whitecase.com

Andrew F. O'Neill (*pro hac vice* pending)
300 North LaSalle Drive
Chicago, Illinois 60654
Telephone: (312) 881-5400
Facsimile: (312) 881-5450
aoneill@whitecase.com

Amanda Parra Criste (*pro hac vice* pending)
Varoon Sachdev (*pro hac vice* pending)
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
aparracriste@whitecase.com
varoon.sachdev@whitecase.com

COLE SCHOTZ P.C.
Michael D. Sirota
Warren A. Usatine
Seth Van Aalten (*pro hac vice* pending)
Justin R. Alberto (*pro hac vice* pending)
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-1536
msirota@coleschotz.com
wusatine@coleschotz.com
svanaalten@coleschotz.com
jalberto@coleschotz.com
dharris@coleschotz.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) APPROVING NOTIFICATION AND HEARING PROCEDURES ON CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK, AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) establishing notification and hearing procedures that must be complied with before certain transfers of and/or declarations of worthlessness with respect to Common Stock in order to protect the potential value of the Debtors' U.S. federal net operating loss carryforwards (including any such carryforwards of any consolidated group of which any Debtor is or was a member) (the "NOLs"), carryforwards of disallowed business interest expense under section 163(j) of the Tax Code, and other Tax Attributes; (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock in violation of the procedures set forth herein shall be null and void; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court

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

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

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel

to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization

granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. The Debtors' Tax Attributes are property of the Debtors' estates and are protected by section 362(a) of the Bankruptcy Code.

6. The Procedures, as set forth in **Exhibit 1** (including **Exhibits 1A** through **1F**), attached hereto, are hereby approved on an interim basis; *provided*, *however*, that any party in interest may file a motion and seek emergency relief from the Procedures based upon a showing of sufficient cause; *provided further*, that the Debtors' and the other Disclosure Parties' rights to oppose such relief are fully reserved and preserved.

7. Any transfer or declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, shall be null and void *ab initio*.

8. In the case of any such transfer of Beneficial Ownership of Common Stock in violation of the Procedures, including but not limited to the notice requirements, the person or entity making such transfer shall be required to take remedial actions specified by the Debtors,

which may include the actions specified in IRS Private Letter Ruling 201010009 (Dec. 4, 2009), to appropriately reflect that such transfer is null and void *ab initio*.

9. In the case of any such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures, including the notice requirements, the person or entity making such declaration shall be required to file an amended tax return revoking such declaration and any related deduction to appropriately reflect that such declaration is void *ab initio*.

10. The transfer agent for the Common Stock is ordered and authorized to provide directly to Omni Agent Solution, Inc., the Debtors' claims and noticing agent the list of registered holders of the Common Stock within one (1) business day of entry of this Order.

11. The Debtors are authorized to prospectively or retrospectively waive any and all restrictions, stays, and notification procedures set forth in the Procedures.

12. Within three (3) business days after the entry of this Interim Order or as soon as reasonably practicable following entry of this Interim Order, the Debtors shall send the Notice of Interim Order attached to the Procedures as **Exhibit 1F** to all parties, as outlined and in accordance with the noticing procedures from the Motion, and submit a copy of the Notice of Interim Order (modified for publication) to *The New York Times* (national and international editions) and any other local or provincial publication that the Debtors deem appropriate (including, to the extent reasonable practicable, a French language publication), and post this Interim Order and the Procedures to the website established by the Debtors' claims and noticing agent for these chapter 11 cases https://omniagentsolutions.com/TCP, such notice being reasonably calculated to provide

notice to all parties that may be affected by the Procedures, whether known or unknown, and no further notice of the Procedures shall be necessary.

13. All registered and Nominee holders of Common Stock shall be required to provide the Notice of Interim Order to any holder for whose benefit such registered or Nominee holder holds such Common Stock.

14. To the extent that this Interim Order is inconsistent with any prior order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Interim Order shall govern.

15. The requirements set forth in this Interim Order are in addition to the requirements of Bankruptcy Rules 3001(e) and 3002 and any other applicable law, and do not excuse compliance therewith.

16. The relief granted in this Interim Order is intended solely to permit the Debtors to protect, preserve, and maximize the value of their Tax Attributes; accordingly, nothing in this Interim Order or in the Motion shall, or shall be deemed to prejudice, impair or otherwise alter or affect the rights of any holders of Common Stock, including in connection with the treatment of such Common Stock under any chapter 11 plan or any applicable bankruptcy court order.

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

particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request, approval, or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code); (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

18. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

22. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

23. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

Exhibit 1

Procedures for Transfers of and Declarations of Worthlessness with Respect to Common Stock

PROCEDURES FOR TRANSFERS OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK

The following procedures apply to transfers of Common Stock:[1]

a. Any entity (as defined in section 101(15) of the Bankruptcy Code) that is a Substantial Shareholder (as defined herein) must file with the Court, and serve upon the Disclosure Parties (as defined below), a declaration of such status, substantially in the form attached to the Procedures as **Exhibit 1A** (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (A) twenty (20) calendar days after the date of the Notice of Interim Order, or (B) ten (10) calendar days after becoming a Substantial Shareholder; *provided, however*, that no separate declaration is required if the entity's Substantial Shareholder status and Beneficial Ownership of Common Stock as of the Petition Date are disclosed in the Motion or another Court pleading filed by the Debtors; *provided, further*, that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.

b. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Disclosure Parties, an advance written declaration of the intended transfer of Common Stock, substantially in the form attached to the Procedures as **Exhibit 1B** (each, a "Declaration of Intent to Accumulate Common Stock").

c. Prior to effectuating any transfer of Beneficial Ownership of Common Stock that would result in a decrease in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, the parties to such transaction must file with the Court, and serve upon the Disclosure Parties, an advance written declaration of the intended transfer of Common Stock substantially in the form attached to the Procedures as **Exhibit 1C** (a "Declaration of Intent to Transfer Common Stock," and together with a Declaration of Intent to Accumulate Common Stock, a "Declaration of Proposed Transfer").

d. The Debtors and the other Disclosure Parties shall have twenty (20) calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Common Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors

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

or any of the other Disclosure Parties file an objection, such transaction will remain ineffective unless such objection is withdrawn, or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Disclosure Parties do not object within such twenty (20) day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional twenty (20) day waiting period for each Declaration of Proposed Transfer. To the extent that the Debtors receive an appropriate Declaration of Proposed Transfer and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, and any statutory committee(s) appointed in these chapter 11 cases.

e. For purposes of these Procedures (including, for the avoidance of doubt, with respect to both transfers and declarations of worthlessness): (i) a "Substantial Shareholder" is any entity or individual person that has Beneficial Ownership of at least 1,000,668 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock for purposes of section 382 of the Tax Code as of the Petition Date); and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Tax Code, and the Treasury Regulations promulgated thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (*e.g.*, (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

The following procedures apply for declarations of worthlessness of Common Stock:

a. Any person or entity that currently is or becomes a 50-Percent Shareholder[2] (as defined below) must file with the Court and serve upon the Disclosure Parties a declaration of such status, substantially in the form attached to the Procedures as

[2] Based on 22,237,067 shares of Common Stock outstanding for purposes of section 382 of the Tax Code as of the Petition Date.

Exhibit 1D (each, a "Declaration of Status as a 50-Percent Shareholder"), on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order and (ii) ten (10) calendar days after becoming a 50-Percent Shareholder; *provided*, *however*, that no separate declaration is required if the entity's 50-Percent Shareholder status and Beneficial Ownership of Common Stock as of the Petition Date are disclosed in the Motion or another Court pleading filed by the Debtors; *provided*, *further*, that, for the avoidance of doubt, the other procedures set forth herein shall apply to any 50-Percent Shareholder even if no Declaration of Status as a 50-Percent Shareholder has been filed. For purposes of the Procedures, a "50-Percent Shareholder" is any person or entity that, at any time since January 1, 2024, has owned Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Tax Code and the applicable Treasury Regulations thereunder).

b. Prior to filing any federal or state tax return, or any amendment to such a return, or taking any other action that claims any deduction for worthlessness of Beneficial Ownership of Common Stock for a taxable year ending before the Debtors' emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court and serve upon the Disclosure Parties a declaration of intent to claim a worthless stock deduction (a "Declaration of Intent to Claim a Worthless Stock Deduction"), substantially in the form attached to the Procedures as **Exhibit 1E**.

i. The Debtors and the other Disclosure Parties shall have twenty (20) calendar days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes.

ii. If the Debtors or the other Disclosure Parties timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court, unless such objection is withdrawn.

iii. If the Debtors and the other Disclosure Parties do not object within such twenty (20) day period, the filing of the return or amendment with such claim will be permitted solely as described in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional returns and amendments within the scope of this section must be the subject of additional notices as set forth herein, with an additional twenty-day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition

financing facility, and any statutory committee(s) appointed in these chapter 11 cases.

Notice Procedures

The following notice procedures apply to these Procedures:

a. No later than three (3) business days following entry of the Interim Order, the Debtors shall send the notice substantially in the form attached hereto as **Exhibit 1F** (the "Notice of Interim Order") to: (i) the United States Trustee for the District of New Jersey; (ii) the U.S. Securities and Exchange Commission; (iii) the Internal Revenue Service; (iv) any official committees appointed in these chapter 11 cases; and (v) to the extent known, each holder of record of Common Stock and all banks, brokers, intermediaries, other nominees, or their mailing agents that hold Common Stock in "street name" for the beneficial holders (with instructions to serve down to the beneficial holders of Common Stock as applicable), and as outlined and in accordance with the noticing procedures from the Motion, submit a copy of the Notice of Interim Order (modified for publication) to *The New York Times* (national and international editions) and any other local or provincial publication that the Debtors deem appropriate (including, to the extent reasonably practicable, a French language publication), and post the Interim Order and the Procedures to the website established by the Debtors' claims and noticing agent for these chapter 11 cases https://omniagentsolutions.com/TCP. Additionally, no later than three (3) business days following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect that the Final Order has been entered (as modified, the "Notice of Final Order") on the same entities that received Notice of Interim Order.

b. All registered and Nominee holders of Common Stock shall be required to provide the Notice of Interim Order or Notice of Final Order, as applicable, to any holder for whose benefit such registered or Nominee holder holds such Common Stock, down the chain of ownership for all such holders of Common Stock, as applicable.

c. Any entity or individual, or broker or agent acting on such entity's or individual's behalf, who sells Common Stock to another entity or individual, shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock, or any broker or agent acting on such purchaser's behalf.

d. To the extent confidential information is required in any declaration described in the Procedures, such confidential information may be filed and served in redacted form; *provided, however*, that any such declarations served on the Debtors shall not be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except: (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided, however*, that the Debtors may disclose the contents thereof to their professional advisors, who shall

keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to an objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

Exhibit 1A

Declaration of Status as a Substantial Shareholder

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors. [1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER

The undersigned party is/has become a Substantial Shareholder with respect to the common stock of THE CHILDREN'S PLACE, INC. or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the "Common Stock"). THE CHILDREN'S PLACE, INC. is a debtor and debtor in possession in Case No. 26-22682 (SLM) pending in the United States Bankruptcy Court for the District of New Jersey (the "Court").[2]

As of _____ __, 2026, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock. The following table sets forth the date(s) on which the

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 1,000,668 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock for purposes of section 382 of the Tax Code as of the Petition Date); and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Tax Code, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (e.g., (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	**Type of Stock (*e.g.*, Common)**	**Date Acquired**

(Attach additional page or pages if necessary.)

The last four digits of the taxpayer identification number of the undersigned party are _____.

Pursuant to the Interim Order (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief [Docket No. [●]] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Order), on or before the later of (a) twenty (20) calendar days after the date of the Notice of Interim Order, and (b) ten (10) calendar days after becoming a Substantial Shareholder.

At the election of the Substantial Shareholder, the Declaration to be filed with this Court (but not the Declaration that is served upon the Disclosure Parties) may be redacted to exclude the Substantial Shareholder's taxpayer identification number and the amount of Common Stock that the Substantial Shareholder beneficially owns.

Pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[*Remainder of Page Intentionally Left Blank.*]

Respectfully submitted,

(Name of Substantial Shareholder)

By:

_____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile:

_____

Dated:_____ ___, 2026
_____, _____
(City) (State)

Exhibit 1B

Declaration of Intent to Accumulate Common Stock

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors. [1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK[2]

The undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the "Proposed Transfer") one or more shares of common stock or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the "Common Stock") of THE CHILDREN'S PLACE, INC. THE CHILDREN'S PLACE, INC. is a debtor and debtor in possession in Case No. 26-22682 (SLM) pending in the United States Bankruptcy Court for the District of New Jersey (the "Court").

If applicable, on _____ __, 2026, the undersigned party filed a Declaration of

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 1,000,668 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock for purposes of section 382 of the Tax Code as of the Petition Date); and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Tax Code, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (e.g., (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

The undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

Pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

The last four digits of the taxpayer identification number of the undersigned party are _____.

Pursuant to the *Interim Order (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. [●]] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Order).

At the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Disclosure Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

Pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

The Debtors and the other Disclosure Parties have twenty (20) calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors or any of

the other Disclosure Parties file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Disclosure Parties do not object within such twenty (20) day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

Any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

Pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

_____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile:

_____

Dated:_____ ___, 2026
_____, _____
(City) (State)

Exhibit 1C

Declaration of Intent to Transfer Common Stock

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors. [1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

DECLARATION OF INTENT TO TRANSFER COMMON STOCK[2]

The undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the "Proposed Transfer") Beneficial Ownership of one or more shares of common stock or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the "Common Stock") of THE CHILDREN'S PLACE, INC. THE CHILDREN'S PLACE, INC. is a debtor and debtor in possession in Case No. 26-22682 (SLM) pending in the United States Bankruptcy Court for the District of New Jersey (the "Court").

If applicable, on _____ __, 2026, the undersigned party filed a Declaration of

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 1,000,668 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock for purposes of section 382 of the Tax Code as of the Petition Date); and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Tax Code, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)), and includes direct, indirect, and constructive ownership (e.g., (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire). An "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Status as a Substantial Shareholder with the Court and served copies thereof as set forth therein.

The undersigned party currently has Beneficial Ownership of _____ shares of Common Stock.

Pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ shares of Common Stock or an Option with respect to _____ shares of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ shares of Common Stock.

The last four digits of the taxpayer identification number of the undersigned party are _____.

Pursuant to the *Interim Order (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. [●]] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Order).

At the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Disclosure Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

Pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Procedures set forth therein.

The Debtors and the other Disclosure Parties have twenty (20) calendar days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors or any of the other Disclosure Parties file an objection, such Proposed Transfer will remain ineffective

unless such objection is withdrawn or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Disclosure Parties do not object within such twenty (20) day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

Any further transactions contemplated by the undersigned party that may result in the undersigned party selling, trading, or otherwise transferring additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

Pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

_____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile:

_____

Dated:_____ ___, 2026
_____, _____

Exhibit 1D

Declaration of Status as a 50-Percent Shareholder

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER

The undersigned party is/has become a 50-Percent Shareholder with respect to the common stock of THE CHILDREN'S PLACE, INC. or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the "Common Stock"). THE CHILDREN'S PLACE, INC. is a debtor and debtor in possession in Case 26-22682 (SLM) pending in the United States Bankruptcy Court for the District of New Jersey (the "Court").[2]

As of _____ __, 2026, the undersigned party currently has Beneficial Ownership of _____ shares of Common Stock, representing _____ percent of the outstanding Common

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] For purposes of this Declaration: (i) a "50-Percent Shareholder" is any person or entity that, at any time since January 1, 2024, has owned Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Tax Code and the applicable Treasury Regulations thereunder); and (ii) "Beneficial Ownership" will be determined in accordance with the applicable rules of sections 382 and 383 of the Tax Code, and the Treasury Regulations thereunder (other than Treasury Regulations section 1.382-2T(h)(2)(i)(A)) and includes direct, indirect, and constructive ownership (e.g., (1) a holding company would be considered to beneficially own all equity securities owned by its subsidiaries, (2) a partner in a partnership would be considered to beneficially own its proportionate share of any equity securities owned by such partnership, (3) an individual and such individual's family members may be treated as one individual, (4) persons and entities acting in concert to make a coordinated acquisition of equity securities may be treated as a single entity, and (5) a holder would be considered to beneficially own equity securities that such holder has an Option (as defined herein) to acquire); and (iii) an "Option" to acquire stock includes all interests described in Treasury Regulations section 1.382-4(d)(9), including any contingent purchase right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership of such Common Stock:

Number of Shares	**Type of Stock (*e.g.*, Common)**	**Date Acquired**

(Attach additional page or pages if necessary.)

The last four digits of the taxpayer identification number of the undersigned party are _____.

Pursuant to the *Interim Order (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. [●]] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Order), on or before the later of (a) twenty (20) calendar days after the date of the Notice of Interim Order and (b) ten (10) calendar days after becoming a 50-Percent Shareholder.

At the election of the 50-Percent Shareholder, the Declaration to be filed with this Court (but not the Declaration that is served upon the Disclosure Parties) may be redacted to exclude the 50-Percent Shareholder's taxpayer identification number and the amount of Common Stock that the 50-Percent Shareholder beneficially owns.

Pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of 50-Percent Shareholder)

By:

_____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile:

_____

Dated:_____ ___, 2026
_____, _____
(City) (State)

Exhibit 1E

Declaration of Intent to Claim a Worthless Stock Deduction

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors. [1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION

The undersigned party is a 50-Percent Shareholder[2] with respect to the common stock of THE CHILDREN'S PLACE, INC. or any Beneficial Ownership therein (any such record or Beneficial Ownership of common stock, collectively, the "Common Stock"). THE CHILDREN'S PLACE, INC. is a debtor and debtor in possession in Case No. 26-22682 (SLM) pending in the United States Bankruptcy Court for the District of New Jersey (the "Court").

The undersigned party hereby provides notice of its intent to claim a deduction for worthlessness, for federal or state tax purposes, with respect to its Beneficial Ownership of _____ shares of Common Stock for the taxable year ending _____ __, 20__, by filing a tax return, or an amendment to a tax return, that reflects such claim of worthlessness (the "Proposed Worthlessness Claim").

The last four digits of the taxpayer identification number of the undersigned party are _____.

Pursuant to the *Interim Order (I) Establishing Notification and Hearing Procedures on*

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] For purposes of this Declaration, a "50-Percent Shareholder" is any person or entity that, at any time since January 1, 2024, has owned Beneficial Ownership of 50 percent or more of the Common Stock (determined in accordance with section 382(g)(4)(D) of the Tax Code and the applicable Treasury Regulations thereunder).

Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief [Docket No. [●]] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Order).

At the election of the undersigned party, the Declaration to be filed with this Court (but not the Declaration that is served upon the Disclosure Parties) may be redacted to exclude the undersigned party's taxpayer identification number and the amount of Common Stock that the undersigned party beneficially owns.

The Debtors and the other Disclosure Parties have twenty (20) calendar days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors or the other Disclosure Parties timely object, the filing of the tax return or amendment thereto with such claim will not be permitted unless approved by a final and non-appealable order of the Court, unless such objection is withdrawn. If the Debtors and the other Disclosure Parties do not object within such twenty (20) day period, the filing of the return or amendment with such claim will be permitted solely as described in this Declaration.

Pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

Respectfully submitted,

(Name of Declarant)

By:

_____
Name: _____
Address: _____
_____
Telephone: _____
Facsimile:

_____

Dated:_____ ___, 2026
_____, _____
(City) (State)

Exhibit 1F

Notice of Interim Order

WHITE & CASE LLP
Gregory F. Pesce (*pro hac vice* pending)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
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gregory.pesce@whitecase.com

- and -

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- and -

Amanda Parra Criste (*pro hac vice* pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors. [1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE OF INTERIM ORDER (I) ESTABLISHING NOTIFICATION AND HEARING PROCEDURES ON CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK OF THE DEBTORS AND (II) GRANTING RELATED RELIEF

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK (THE "COMMON STOCK") OF THE CHILDREN'S PLACE, INC.:

PLEASE TAKE NOTICE that, on November 8, 2026 (the "Petition Date"), the above captioned debtors and debtors in possession (the "Debtors"), commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of the Debtors' estates or of property from the Debtors' estates or to exercise control over property of the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief* [Docket No. [●]] (the "Motion").

PLEASE TAKE FURTHER NOTICE that on [●], the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an *Interim Order (I) Establishing Notification and Hearing Procedures on Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock of the Debtors and (II) Granting Related Relief* [Docket No. [●]] (with all exhibits thereto, the "Interim Order")[2] approving procedures for certain transfers of and

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in them in the Interim Order or the Motion, as applicable.

declarations of worthlessness with respect to Common Stock set forth in **Exhibit 1** attached to the Interim Order (the "Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Beneficial Ownership of Common Stock in violation of the Procedures, and any such transaction in violation of the Procedures shall be null and void.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, the Procedures shall apply to the holding and transfers of Common Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, a 50-Percent Shareholder may not claim a worthless stock deduction with respect to Common Stock, or Beneficial Ownership of Common Stock, in violation of the Procedures, and any such deduction in violation of the Procedures shall be null and void, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, upon the request of any entity, the proposed notice, claims, and solicitation agent for the Debtors, Omni Agent Solutions, Inc., will provide a copy of the Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at https://www.njb.uscourts.gov for a fee, or free of charge by accessing the Debtors' restructuring website at https://omniagentsolutions.com/TCP.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, failure to follow the procedures set forth in the Interim Order shall constitute a violation of, among other things, the automatic stay provisions of section 362 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, other than to the extent that the Interim Order expressly conditions or restricts trading in or the declaration of worthlessness with respect to Common Stock, nothing in the Interim Order or in the Motion shall, or shall be deemed to, prejudice, impair, or otherwise alter or affect the rights of any holders of Common Stock, including in connection with the treatment of any such stock under any chapter 11 plan or any applicable bankruptcy court order.

PLEASE TAKE FURTHER NOTICE that any prohibited purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock, Beneficial Ownership thereof, or option with respect thereto in violation of the Interim Order is prohibited and shall be null and void and may be subject to additional sanctions as this court may determine.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in this Notice are in addition to the requirements of applicable law and do not excuse compliance therewith.

PLEASE TAKE FURTHER NOTICE that if no written objections to the Motion are timely filed, served and received in accordance with the requirements set forth below, a final order will be submitted which will provide that the Motion shall be granted in its entirety on a final basis. If timely written objections are filed, served and received, a hearing (the "Hearing") to consider approval of the Motion on a final basis will be held at _:__ _.m. prevailing Eastern Time on _____, 2026 before Judge Meisel.

PLEASE TAKE FURTHER NOTICE that objections, if any, to final approval of the Motion must (a) be in writing, (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of New Jersey, (c) be filed on or before [●]:00 p.m. prevailing Eastern Time on _____, 2026 (the "Objection Deadline") and (d) be served on: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue

of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has

requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court at the Hearing, and that if no objections to the Motion are timely filed and served in accordance with the procedures set forth herein, then the Bankruptcy Court may enter a final order granting the Motion without further notice.

Dated: [●]

/s/ DRAFT

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Michael D. Sirota
Warren A. Usatine
Seth Van Aalten (*pro hac vice* pending)
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wusatine@coleschotz.com
svanaalten@coleschotz.com
jalberto@coleschotz.com
dharris@coleschotz.com

Proposed Co-Counsel to Debtors and Debtors in Possession

SCHEDULE “D”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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dharris@coleschotz.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM AND HONOR PREPETITION OBLIGATIONS RELATED THERETO, (B) MAINTAIN EXISTING BANK ACCOUNTS, (C) PERFORM INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE, AND (D) MAINTAIN EXISTING BUSINESS FORMS; (II) GRANTING AN INTERIM EXTENSION OF THE SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS; AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-one (21), is **ORDERED.**

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Honor Prepetition Obligations Related Thereto, (B) Maintain Existing Bank Accounts, (C) Perform Intercompany Transactions in the Ordinary Course, and (D) Maintain Existing Business Forms; (II) Granting an Interim Extension and Final Waiver of the Section 345(b) Deposit and Investment Requirements; and (III) Granting Related Relief* (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors to (i) continue using their Cash Management System, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Bank Accounts, Business Forms, and Books and Records; (b) authorizing, but not directing, the Debtors to (i) continue Intercompany Transactions and funding consistent with the Debtors' historical practices, (ii) granting administrative expense status to any such postpetition Intercompany Transactions between Debtors, and (iii) granting superpriority administrative expense status, junior only to any claims granted under any Financing Order, to any postpetition Intercompany Transactions whereby a Debtor extends credit to a Non-Debtor Subsidiary; (c) waiving the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code with respect to the Debtors' TD Bank Accounts; (d) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (e) granting related relief, all as more fully set forth in

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

the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com),

Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn.: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn.: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn.: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn.: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn.: David Wollmuth (dwollmuth@wmd-law.com)

and Paul DeFilippo (pdefilippo@wmd-law.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. The Debtors are authorized, subject to the terms set forth herein, but not directed, to: (a) maintain and continue using the Cash Management System maintained by the Debtors before the Petition Date, as described in the Motion and substantially as identified on **Exhibit 1** attached hereto, and honor any prepetition obligations related to the use thereof, including Bank

Fees, Payment Processing Fees, Transport Fees, amounts outstanding under the Credit Card Program and amounts associated with customer refunds; (b) use, in their present form, all preprinted correspondence and Business Forms, including letterhead, without reference to the Debtors' status as debtors in possession and continue using, in their present form, the Books and Records; (c) continue to perform Intercompany Transactions in the ordinary course of business and consistent with past practice, and in accordance with terms and conditions of any Financing Order; (d) maintain and continue all of their existing Bank Accounts, including, but not limited to, the Bank Accounts identified on **Exhibit 2** attached hereto, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with any requirement under the U.S. Trustee Guidelines requiring the opening of separate debtor-in-possession accounts; (e) treat the Bank Accounts for all purposes as debtor-in-possession accounts; (f) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course and by all means, including checks, wire transfers, direct deposits, ACH transfers, EFTs, credit card settlements and other electronic means; (g) pay the Bank Fees, including any prepetition amounts, and any ordinary-course Bank Fees incurred in connection with the Bank Accounts, and otherwise perform their obligations under the documents governing the Bank Accounts; (h) pay all outstanding prepetition and ordinary-course Payment Processing Fees and Transport Fees as they become due and payable; and (i) continue the Credit Card Program in the ordinary course of business on prepetition terms, including paying all associated fees and other amounts due on account thereof, and honor and pay any prepetition obligations under the Credit Card Program that

become due in the ordinary monthly cycle after the Petition Date; *provided* that, in the case of each of (a) through (i), such action is taken in the ordinary course of business and consistent with historical practices.

6. Notwithstanding the foregoing, once the Debtors' existing stock of Business Forms including checks have been used, the Debtors shall, when reordering (or with respect to checks or other Business Forms the Debtors or their agents print themselves), require or print, as applicable, the designation "Debtors in Possession" and the corresponding bankruptcy case number on all items. Further, within fourteen (14) calendar days of the entry of this Interim Order, the Debtors shall update any electronically produced checks to reflect their status as debtors in possession and to include the corresponding lead bankruptcy case number.

7. The Debtors are authorized, but not directed, to continue paying their tax obligations from the Bank Accounts in the ordinary course of business and shall not be required to establish a separate debtor-in-possession bank account solely for the payment of tax obligations.

8. The Cash Management Banks are authorized, but not directed, to continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business consistent with historical practices and the Cash Management System, and to receive, process, honor and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, ACH transfers, EFTs and other electronic payments issued or drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are

authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided* that, subject to paragraph nine (9) of this Order, the Debtors shall instruct or request any Cash Management Bank to pay or honor any check, draft or other payment issued on a Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date only to the extent authorized by an order of the Court.

9. The Cash Management Banks are authorized, but not directed, to debit the Bank Accounts in the ordinary course of business without further order of this Court for: (a) all checks drawn on the Debtors' accounts that were cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Cash Management Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as Bank Fees.

10. Any existing deposit agreements between or among the Debtors, the Cash Management Banks and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and either the Debtors or the Cash

Management Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to the terms of such existing deposit agreements, including, without limitation, the opening and closing of bank accounts; *provided* that any such changes implemented by the Debtors shall be subject to paragraph thirteen (13) of this Interim Order. For the avoidance of doubt, all deposit control agreements, blocked control agreements, and similar control agreements with respect to the Bank Accounts, including those in favor of the Prepetition ABL Agent and the Prepetition Term Loan Agent, shall continue in full force and effect in accordance with their terms and any Financing Order.

11. The Debtors shall have until forty-five (45) calendar days from the entry of this Interim Order, or such longer time as agreed with the U.S. Trustee, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts or make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent an agreement cannot be reached.

12. Notwithstanding the Debtors' use of the Cash Management System, the Debtors shall calculate quarterly fees payable under 28 U.S.C. § 1930(a)(6) based on the disbursements of, or on behalf of, each Debtor regardless of which entity actually makes such disbursements.

13. Subject to the terms hereof and any Financing Order, the Debtors are authorized,

but not directed, in the ordinary course of business and consistent with historical practices, to implement changes to the Cash Management System and procedures, including, without limitation, opening any new bank accounts or closing existing Bank Accounts and entering into ancillary agreements, including deposit account control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate; *provided, however,* that the Debtors shall provide not less than two (2) business days' prior written notice thereof to counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, the U.S. Trustee, and counsel to any statutory committees that may be appointed in these chapter 11 cases (email being sufficient). If an objection is filed with respect to such changes, the Debtors shall not implement such changes without (a) the consensual resolution of such objection or (b) further authorization of this Court. Any new bank account opened by the Debtors shall be established at an institution that is (a) a party to a Uniform Depository Agreement with the U.S. Trustee for Region 3 or is willing to immediately execute a Uniform Depository Agreement, (b) bound by the terms of this Interim Order, and (c) to the extent required under any Financing Order, subject to a deposit or account control agreement in favor of the Prepetition ABL Agent (or such other party as any Financing Order requires). The opening or closing of a bank account shall be timely indicated on the Debtors' monthly operating reports. Any new debtor-in-possession bank account must bear the designation "Debtor-in-Possession" and designated as "Debtor-in-Possession" accounts with the lead case number. The Debtors shall provide notice within one (1) business day to the U.S. Trustee, counsel to the Prepetition ABL

Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, and counsel to any statutory committees that may be appointed in these chapter 11 cases of the opening of a new bank account or closing of any existing bank accounts. The U.S. Trustee, counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, and counsel to any statutory committees that may be appointed in these chapter 11 cases shall have fourteen (14) calendar days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between such parties, as applicable. Notwithstanding the foregoing, the prepetition agreements existing between the Debtors and the Cash Management Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Cash Management Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Cash Management Banks (including, for the avoidance of doubt, any rights the Cash Management Banks have to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition to the extent permitted under the applicable agreement), unless the Debtors and the Cash Management Bank(s) agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved.

14. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business and consistent with historical practice after the date hereof, which account shall be deemed a "Bank Account," and to the bank at which such account is opened, which bank shall be deemed a "Cash Management Bank."

15. For Cash Management Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee for Region 3, within five (5) calendar days of entry of this Interim Order, the Debtors shall (a) contact each Cash Management Bank, (b) provide each Cash Management Bank with each of the Debtors' employer identification numbers, and (c) identify each of the Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case, and request such Cash Management Banks to code the Bank Accounts as a "debtors in possession" account, and provide the lead case number.

16. For the Cash Management Banks at which the Debtors hold Bank Accounts that are not a party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the Cash Management Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) calendar days of the date of this Interim Order. The Debtors' and U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Cash Management Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully preserved.

17. All banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any payments drawn on the Bank Accounts or otherwise

issued before the Petition Date for which the Debtors specifically issue timely stop-payment orders in accordance with the documents governing such Bank Accounts.

18. The Cash Management Banks are authorized, without further order of this Court, to deduct or debit any applicable Bank Fees from the applicable Bank Accounts in the ordinary course of business consistent with historical practices, and the automatic stay is modified to the extent necessary to permit the Cash Management Banks to effectuate such debits.

19. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items resulting from ACH transactions, wire transfers, EFTs or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

20. Notwithstanding paragraph seventeen (17) or the other terms set forth herein, (i) any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without duty of inquiry, with respect to whether any check, draft, wire, payment order, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such bank shall not have any liability to any party for relying on such representations by the Debtors, and (ii) no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or

item to be honored and/or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures shall be deemed to be nor shall be liable to the Debtors, their estates or any other party on account of such prepetition check or other item being honored postpetition or otherwise deemed to be in violation of this Interim Order including in connection with any stop-payment orders issued by the Debtors.

21. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; provided that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

22. The Debtors are authorized, but not directed, to honor their obligations with respect to Intercompany Transactions and to continue engaging in Intercompany Transactions, including with respect to netting or setoffs, in connection with the Cash Management System in the ordinary course of business on a postpetition basis in a manner substantially consistent with the Debtors' past practices and consistent with any Financing Order. For the avoidance of doubt, the Debtors are authorized, but not directed, to set off mutual prepetition obligations and mutual postpetition obligations in connection with the Cash Management System solely to the extent consistent with the Debtors' past historical practices and any Financing Order.

23. The Debtors shall maintain accurate and detailed records of all transfers within the Cash Management System, including Intercompany Transactions and the payment of

Intercompany Claims, so that all transfers and transactions may be readily traced, ascertained and recorded properly on the Debtors' Books and Records and on applicable intercompany accounts (if any) to the same extent as maintained prior to commencement of the chapter 11 cases, and distinguished between prepetition and postpetition transactions for purposes of determining administrative expense status. Upon the request of the U.S. Trustee, counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, or counsel to any statutory committees appointed in these chapter 11 cases, the Debtors shall make such records available to such parties.

24. During the period prior to entry of the Final Order, all postpetition payments or other transfers of cash from a Debtor to another Debtor on account of any postpetition Intercompany Transaction authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status pursuant to sections 503(b)(1) of the Bankruptcy Code; provided that any such administrative expense claim shall be subject and junior to any claims, including adequate protection claims, cash collateral and/or claims for postpetition financing, granted in connection with any Financing Order. To the extent any postpetition Intercompany Transaction authorized hereunder constitutes an extension of credit from a Debtor to a Non-Debtor Subsidiary, any resulting Intercompany Claim in favor of such Debtor is hereby accorded superpriority administrative expense status pursuant to sections 503(b)(1) of the Bankruptcy Code upon three (3) business days' notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases; *provided* that any such superpriority administrative expense claim shall be

subject and junior to any claims, including adequate protection claims, cash collateral and/or claims for postpetition financing, granted in connection with any Financing Order, and any carve-out thereunder. Nothing in this Interim Order authorizes any Intercompany Transaction with, or any payment or other transfer on account of any Intercompany Transaction, directly or indirectly (including through any Non-Debtor Subsidiary), to or for the benefit of, Mithaq Capital SPC or any of its affiliates (other than the Debtors and the Non-Debtor Subsidiaries) or any other insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors other than a direct or indirect subsidiary of the Debtors. For the avoidance of doubt, the relief granted in this Interim Order shall not constitute a finding as to the validity, priority, or status of any prepetition intercompany balance, and all parties reserve their rights to contest the validity, priority, or status of any such prepetition intercompany balance. Nothing contained in the Motion or this Interim Order, nor any action taken by the Debtors pursuant to this Interim Order, shall be deemed a waiver of rights of any party-in-interest to dispute the amount of, basis for, validity or treatment of any Intercompany Transaction or any intercompany claim or the allocation of expenses or other costs.

25. The Debtors are further authorized, but not directed, to maintain the Credit Card Program administered by American Express, subject to the terms and conditions thereof, and the Debtors shall honor all prepetition and postpetition obligations arising in connection with the Credit Card Program and pay or reimburse any ordinary course amounts owed in connection therewith, including any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to American Express in connection with the Credit Card Program.

American Express is authorized to receive or obtain payment for such obligations as provided under, and in the manner set forth in, the applicable agreement governing the Credit Card Program.

26. The Debtors are authorized to pay or permit the netting of all outstanding prepetition and ordinary-course Payment Processing Fees and Transport Fees that come due in the ordinary settlement cycle, all consistent with the Budget approved by the Court.

27. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability or perfection of any security interest, lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

28. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an implication or admission as to the amount of, basis for or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Interim Order, the Motion or any order granting the relief requested by the Motion; (e) a request, approval or authorization to assume, adopt or reject any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors'

rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens, whether contractual, common law, statutory or otherwise, that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and shall not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

29. The Debtors are authorized, but not directed, to issue postpetition checks or effect postpetition fund transfer requests in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

30. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim

Order. To the extent any other order is entered by the Court directing any bank, including the Cash Management Banks, to honor checks, drafts, ACH transfers, or other electronic fund transfers or any other withdrawals made, drawn, or issued in payment of prepetition or postpetition claims, the obligation to honor such items shall be subject to this Interim Order.

31. Within two (2) calendar days after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

32. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

33. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

35. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

36. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

37. The Debtors shall by email (if available) or by regular mail (if email is unavailable) serve a copy of this Interim Order and the Motion on all parties required to receive such service

pursuant to Local Rule 9013-5(f).

38. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

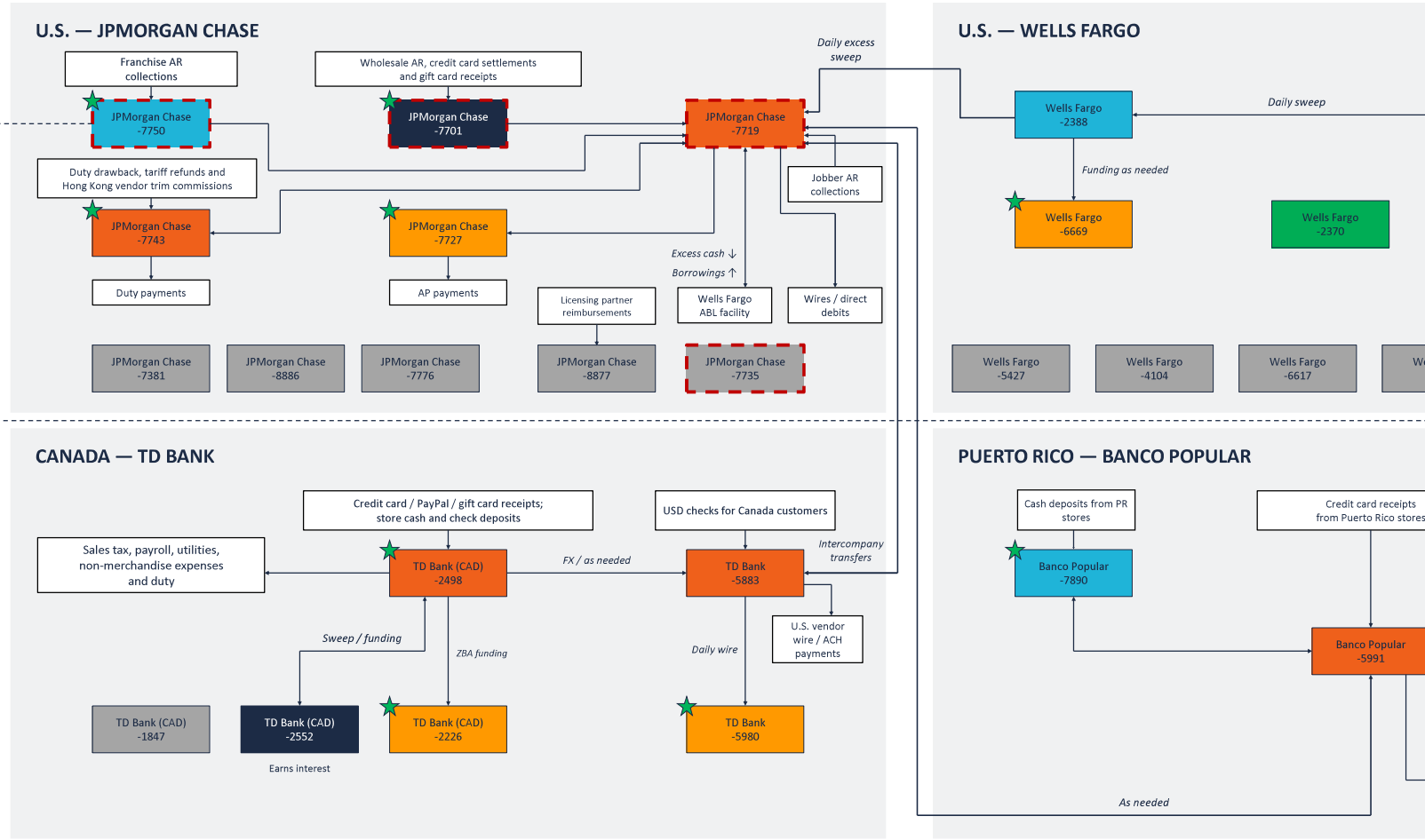
39. All Cash Management Banks with which any Debtor maintains Bank Accounts are authorized and directed to follow any instruction of any lender party to a blocked account or control agreement with respect to the disposition of any such accounts (and all deposits therein) maintained with such Bank following the exercise of any remedies of such lender, such as delivery of a shifting control notice, either (i) prior to the Petition Date (including, without limitation, the Shifting Control Notice, dated October 28, 2026 received by JPMorgan Chase Bank, N.A., from Wells Fargo Bank, N.A.); or (ii) after the Petition Date in accordance with the documents and orders evidencing any postpetition financing facility including any interim or final Financing Order.

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

Exhibit 1

Cash Management System Schematic

TCP – CASH MANAGEMENT SCHEMATIC



Account Type: Collections | Concentration | Operating | Disbursement | Other | Adequate Assurance | DACA / Letter of Direction / Similar Control in Place | ★ ZBA

Note: All accounts are denominated in U.S. dollars unless otherwise indicated.

Exhibit 2

Bank Accounts

The Children's Place
Bank Account Listing

Bank Account Listing						
Bank	Account No.	Entity	Account Type	Currency		Balance
(A)	(B)	(C)	(D)	(E)		(F)
1.) Wells Fargo Bank N.A	x2370	THE CHILDREN'S PLACE, INC.	Adequate Assurance	USD	$	-
2.) Banco Popular Puerto Rico	x7890	THE CHILDRENS PLACE BARBADOS INC	Collections	USD	$	-
3.) J.P. Morgan Chase Bank, N.A.	x7750	THE CHILDREN'S PLACE INTERNATIONAL, LLC	Collections	USD	$	-
4.) Wells Fargo Bank N.A	x2594	THE CHILDREN'S PLACE, INC.	Collections	USD	$	-
5.) Wells Fargo Bank N.A	x2388	THE CHILDREN'S PLACE, INC.	Collections	USD	$	-
6.) J.P. Morgan Chase Bank, N.A.	x7701	THE CHILDREN'S PLACE, INC.	Concentration	USD	$	46.54
7.) TD Commercial Banking	x2552	THE CHILDREN'S PLACE (CANADA) LP	Concentration	CAD	$	458,875.11
8.) Wells Fargo Bank N.A	x6575	THE CHILDREN'S PLACE, INC.	Concentration	USD	$	-
9.) Banco Popular Puerto Rico	x6009	THE CHILDRENS PLACE BARBADOS INC	Disbursement	USD	$	-
10.) Banco Popular Puerto Rico	x6017	THE CHILDRENS PLACE BARBADOS INC	Disbursement	USD	$	-
11.) J.P. Morgan Chase Bank, N.A.	x7727	THE CHILDREN'S PLACE, INC.	Disbursement	USD	$	38,460.28
12.) TD Commercial Banking	x2226	THE CHILDREN'S PLACE (CANADA) LP	Disbursement	CAD	$	-
13.) TD Commercial Banking	x5980	THE CHILDREN'S PLACE (CANADA) LP	Disbursement	USD	$	-
14.) Wells Fargo Bank N.A	x6669	THE CHILDREN'S PLACE, INC.	Disbursement	USD	$	471,673.48
15.) Banco Popular Puerto Rico	x5991	THE CHILDRENS PLACE BARBADOS INC	Operating	USD	$	261,992.19
16.) J.P. Morgan Chase Bank, N.A.	x7743	THE CHILDREN'S PLACE SERVICES COMPANY LLC	Operating	USD	$	-
17.) J.P. Morgan Chase Bank, N.A.	x7719	THE CHILDREN'S PLACE, INC.	Operating	USD	$	292,442.12
18.) TD Commercial Banking	x2498	THE CHILDREN'S PLACE (CANADA) LP	Operating	CAD	$	-
19.) TD Commercial Banking	x5883	THE CHILDREN'S PLACE (CANADA) LP	Operating	USD	$	86,415.82
20.) J.P. Morgan Chase Bank, N.A.	x7776	THE CHILDRENSPLACE COM INC	Other	USD	$	-
21.) J.P. Morgan Chase Bank, N.A.	x8877	TCP Brands, LLC	Other	USD	$	-
22.) J.P. Morgan Chase Bank, N.A.	x8886	THE CHILDREN'S PLACE, INC.	Other	USD	$	-
23.) J.P. Morgan Chase Bank, N.A.	x7735	THE CHILDREN'S PLACE, INC.	Other	USD	$	-
24.) J.P. Morgan Chase Bank, N.A.	x7381	TCP ETHIOPIA HOLDING COMPANY, LLC	Other	USD	$	-
25.) TD Commercial Banking	x1847	TCP CANADA, INC.	Other	CAD	$	-
26.) Wells Fargo Bank N.A	x6583	THE CHILDREN'S PLACE INTERNATIONAL, LLC	Other	USD	$	-
27.) Wells Fargo Bank N.A	x4104	THE CHILDRENSPLACE COM INC	Other	USD	$	-
28.) Wells Fargo Bank N.A	x6617	THE CHILDREN'S PLACE SERVICES COMPANY LLC	Other	USD	$	-
29.) Wells Fargo Bank N.A	x4096	THE CHILDREN'S PLACE, INC.	Other	USD	$	344,194.96
30.) Wells Fargo Bank N.A	x8657	THE CHILDREN'S PLACE, INC.	Other	USD	$	-
31.) Wells Fargo Bank N.A	x5427	TCP Brands, LLC	Other	USD	$	-

SCHEDULE “E”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING (A) PAYMENT OF PREPETITION WAGES, SALARIES AND OTHER COMPENSATION AND (B) CONTINUATION OF BENEFITS PROGRAMS, AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the debtors, including each debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent athttps://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' *Motion for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Prepetition Wages, Salaries and Other Compensation and (B) Continuation of Benefits Programs, and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing the Debtors to pay prepetition wages, salaries and other compensation, (b) granting related relief, and (c) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just

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

cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv)

counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

2. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

3. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions

of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

4. The Debtors are authorized, but not directed, on an interim basis, to continue, modify, and/or discontinue the Compensation and Benefits for the Employees in the ordinary course of business and in accordance with the Debtors' prepetition policies and practices, and to honor and pay any prepetition amounts related thereto, including the prepetition amounts owed on account of the Compensation and Benefits for the Employees and the Unpaid Temporary Staff Compensation, as and when such obligations are due, in their business judgment during these chapter 11 cases and without need for further Court approval, subject to applicable law and the terms of this Interim Order; *provided* that the Debtors shall not make any payments in excess of the amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Priority Cap") to any individual without further order of this Court, with the exception of any Accrued PTO that may be required to be paid out upon termination or resignation of any Employee during the Interim Period pursuant to applicable law; *provided further* that (a) the Debtors shall seek court approval, on notice, of any modification or change that would implicate any portion of section 503(c) of the Bankruptcy Code, and (b) nothing in this Interim Order shall be deemed to authorize the Debtors to make any payments to any Employee, including "insiders" (as defined in section 101(31) of the Bankruptcy Code) of the Debtors on account of any incentive and bonus programs, other than payments to non-insider Employees under the Non-Insider Employee Bonus Programs expressly authorized pursuant to paragraph 6 of this Interim Order, without further order of this

Court and nothing herein shall be deemed to authorize the payment of any amounts that violate, implicate or are otherwise subject to section 503(c) of the Bankruptcy Code. The Debtors shall provide seven (7) calendar days' notice of any material modifications to the Compensation and Benefits and any other programs described in the Motion to the U.S. Trustee and counsel to any statutory committees appointed in these cases.

5. The Interim Order does not implicitly or explicitly approve any bonus plan, incentive plan, severance plan, or other plan covered by section 503(c) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, on an interim basis, to continue the Non-Insider Employee Bonus Programs and to make Non-Insider Employee Bonus Payments to non-insider Employees as such payments become due in the ordinary course of business on a postpetition basis consistent with prepetition policies and practices, subject to the terms and limitations of this Interim Order, including paragraph 5 hereof. Nothing in this paragraph authorizes any payment to an insider (as defined in section 101(31) of the Bankruptcy Code) without further order of this Court.

7. The Debtors are authorized, but not directed, on an interim basis, to forward any unpaid amounts on account of Withholding and Deduction Obligations to the appropriate third-party recipients or taxing authorities in the ordinary course of business in accordance with the Debtors' prepetition policies and practices.

8. The Debtors are authorized, but not directed, on an interim basis, to pay in the ordinary course of business any costs and expenses incidental to payment of the Compensation

and Benefits obligations, including the unpaid Payroll Fees and Administrator Fees, in accordance with the Debtors' prepetition policies and practices.

9. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of the Compensation and Benefits.

10. Nothing herein shall be deemed to authorize the Debtors to cash out Accrued PTO upon termination or resignation of an Employee in excess of the Priority Cap unless applicable nonbankruptcy law, including the laws of Canada and the provinces therein, requires such payment.

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

other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

12. The Debtors are authorized, but not directed, on an interim basis, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

14. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

15. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

17. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

18. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

19. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

20. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

SCHEDULE “F”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO MAINTAIN AND ADMINISTER THEIR EXISTING CUSTOMER PROGRAMS AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through eight (8), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' *Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), (a) authorizing the Debtors to (i) maintain and administer the Customer Programs in the ordinary course of business and (ii) honor certain undisputed prepetition obligations related thereto, (b) granting related relief, and (c) scheduling a final hearing approximately twenty-five (25) days after the Petition Date to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the

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

proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on **December 15, 2026, at 1:00 p.m. (Eastern Time)**. Any objections or responses to entry of a final order on the Motion shall be filed with the Court, and served as to be received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi

(jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is

intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control. The Debtors are authorized, but not directed, to continue to administer the Customer Programs (including, but not limited to, those discussed in the Motion) currently in effect and honor any undisputed prepetition obligations related to the Customer Programs, in each case in the ordinary course of business, consistent with prepetition practices, and to modify, replace, or terminate any Customer Program in the ordinary course of business.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

6. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an

implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

9. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

13. To the extent any provision of this Interim Order conflicts with the Interim Store Closing Order, and solely to the extent of such conflict, the Interim Store Closing Order shall control.

14. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

15. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

16. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

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

SCHEDULE “G”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 12, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through eleven (11), is **ORDERED**.

DATED: November 12, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors to negotiate, remit, and pay (or use tax credits to offset) Taxes and Fees in the ordinary course of business that are payable or become payable during these chapter 11 cases (including any obligations subsequently determined upon Audit, Assessment, or otherwise to be owed for periods prior to the Petition Date), without regard to whether such obligations accrued or arose before, on, or after the Petition Date, (b) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined

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

that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv)

counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any

Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. The Debtors are authorized, but not directed, to: (a) negotiate, pay, and remit (or use tax credits to offset), or otherwise satisfy Taxes and Fees (including corresponding Assessments) that arose or accrued prior to the Petition Date and that will become due and owing in the ordinary course of business during the Interim Period in accordance with applicable law; and (b) negotiate, pay, and remit (or use tax credits to offset) Taxes and Fees that arise or accrue in the ordinary course of business during the Interim Period on a postpetition basis including, for the avoidance of doubt, posting collateral or a letter of credit in connection with any dispute related to the Audits or Assessments or paying any Taxes and Fees arising as a result of the Audits or Assessments; *provided* that, notwithstanding anything to the contrary herein or in the Motion, in the event the Debtors make a payment with respect to any Taxes and Fees for the prepetition portion of any "straddle" period amount, and this Court subsequently determines such amount was not entitled to priority or administrative treatment under section 507(a)(8) or 503(b)(1)(B) of the Bankruptcy Code, the Debtors may (but shall not be required to) seek an order from the Court requiring a return of such amounts, and the payment of such amount shall, upon order of the Court, be refunded to the Debtors.

6. The Debtors shall: (a) provide any statutory committees appointed in these chapter 11 cases with information regarding any and all Audits or Assessments, as well as any disputes related thereto, commenced during the course of the chapter 11 cases; (b) consult with any statutory committee appointed in these chapter 11 cases before settling and/or paying Taxes and Fees in excess of $2.0 million arising as a result of the Audits or Assessments; and (c) provide any statutory

committees appointed in these chapter 11 cases with five (5) business days' notice prior to entering into settlements of claims for Taxes and Fees in excess of $5.0 million.

7. The Debtors are further authorized to settle some or all of the prepetition Taxes and Fees for less than their face amount without further notice or hearing; *provided that* the Debtors shall provide five (5) business days' notice to counsel to any parties entitled to notice under any applicable Financing Order, the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any statutory committees appointed in these chapter 11 cases prior to entering into settlements of claims for Taxes and Fees in excess of $2.0 million; *provided, further*, that the Debtors shall obtain any prior written consent required under any applicable Financing Order in accordance with the terms thereof. Nothing herein shall modify, alter, or waive any notice, consent, or other requirement under any applicable Financing Order.

8. Notwithstanding anything to the contrary herein or in the Motion, the Debtors are authorized, but not directed, to file amended tax returns, including for prepetition periods, and pay any Taxes and Fees in connection therewith.

9. The Debtors shall maintain a matrix or schedule of payments made pursuant to this Interim Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as characterized in the Motion; and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such matrix or schedule to the U.S. Trustee, counsel to the Prepetition ABL Agent and the Prepetition Term Loan Agent, counsel to any parties entitled to receive such matrix or schedule under any applicable Financing Order, and the advisors to any statutory committee appointed in these chapter 11 cases within seven (7) days of the end of each calendar month beginning upon

entry of this Interim Order and ending upon entry of an order confirming a plan or dismissing or converting these chapter 11 cases.

10. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

11. To the extent that the Debtors have overpaid any Taxes and Fees, the Debtors are authorized, but not directed, to seek a refund or credit.

12. Notwithstanding anything else to the contrary, upon their receipt, the Debtors are hereby authorized and directed to promptly pay over to TRMEF Basis II LLC (the "Buyer") all "Transferred Interests" sold pursuant to that certain Receivables Purchase Agreement (the "RPA") dated February 5, 2026 between the Buyer and THE CHILDREN'S PLACE, INC. as seller, in each case, as defined in and in accordance with the terms of the RPA and without further order of the Court. As set forth in the Motion and as stated by the Debtors on the record at the First Day Hearing, the Transferred Interests do not constitute assets of the Debtors' estates.

13. The Debtors are authorized, but not directed, to undertake the Tax Planning Activities, as more fully described in the Motion, and solely to the extent that such Tax Planning Activities (a) will not alter the substantive rights of any of the Debtors' creditors or equity holders in these chapter 11 cases and (b) are not anticipated to impose material adverse tax consequences upon any of the Debtors' creditors or equity holders, in each case as reasonably determined by the Debtors and without regard to intercompany obligations or equity interests; *provided*, *however*, that the Debtors will give the U.S. Trustee and the advisors to any statutory committee appointed in these chapter 11 cases five (5) business days' notice before effectuating any such Tax Planning

Activity, during which time the U.S. Trustee or any such statutory committee may object to such Tax Planning Activities and request a hearing before the Court.

14. The Debtors' rights to contest the validity or priority of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to Audits that have been completed, are in progress, or arise from prepetition periods.

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

or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

16. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

18. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

19. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and

conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

22. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

23. The Debtors shall serve a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

24. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

SCHEDULE “H”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE AND THE SURETY STANDBY LETTERS OF CREDIT ENTERED INTO PREPETITION AND PAY RELATED PREPETITION OBLIGATIONS, (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE, SURETY COVERAGE, AND LETTERS OF CREDIT, AND (C) CONTINUE TO PAY BROKER FEES AND HONOR OBLIGATIONS UNDER PREMIUM FINANCING AGREEMENTS AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through thirteen (13), is **ORDERED**.

DATED: November 10, 2026

Stacey L. Meisel
Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letters of Credit Entered into Prepetition and Pay Related Prepetition Obligations, (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Related Letters of Credit, and (C) Continue to Pay Broker Fees and Honor Obligations Under Premium Financing Agreements and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing, but not directing, the Debtors, in their discretion, to (i) maintain the Insurance Policies, Surety Bond Program, and Surety Standby Letters of Credit, and honor all prepetition and postpetition obligations arising thereunder or in connection therewith, including pursuant to the Premium Financing Agreements and related collateral, reimbursement, and indemnity obligations, (ii) renew, supplement, modify, extend, replace, purchase, or finance insurance coverage, maintain or obtain surety coverage and related letters of credit, and execute related agreements in the ordinary course of business, (iii) continue honoring the Premium Financing Agreements and renew, modify, replace, or enter into new premium financing agreements in the ordinary course of business and consistent with prepetition practices and procedures, and (iv) continue to pay Broker Fees, in each case as set forth herein, (b) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the

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

Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com),

Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com)

and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. The Debtors are authorized, but not directed, to: (a) maintain, continue, renew, amend, supplement, extend, or cancel the existing Insurance Policies in the ordinary course of business, including, without limitation, the Insurance Policies identified on Exhibit C to the Motion

and any related agreements; (b) purchase new Insurance Policies and execute related agreements in the ordinary course of business; (c) pay prepetition or postpetition obligations related to the Insurance Policies, including Premiums, Deductibles, Broker Fees, installments under the Premium Financing Agreements, and related expenses, as such amounts become due in the ordinary course of business; (d) continue honoring all obligations under the Premium Financing Agreements, continue the grant of security interests provided for therein in the financed policies, related unearned premiums, and other specified sums payable thereunder, and renew, modify, replace, or enter into new premium financing agreements in the ordinary course of business and consistent with prepetition practices and procedures, including security interests limited to the financed policies, related unearned premiums, and other sums payable thereunder; and (e) replace Insurance Carriers or other parties as necessary, in each case to the extent the Debtors determine, in their business judgment, that such action is in the best interests of their estates and subject to the limitations herein.

6. The Debtors are authorized, but not directed, to: (a) maintain, continue, renew, amend, supplement, extend, replace, or cancel the existing Surety Bond Program in the ordinary course of business, including the Surety Bonds identified on Exhibit D to the Motion and any related agreements; (b) purchase new surety bonds and execute related agreements in the ordinary course of business; (c) pay prepetition or postpetition premiums, fees, and related expenses of the Surety Bond Program as such amounts become due in the ordinary course of business; and (d)

replace Surety Providers or other parties as necessary, if the Debtors determine, in their business judgment, that doing so is in the best interests of their estates.

7. The Debtors are authorized, but not directed, on an interim basis, to: (a) maintain, continue, renew, amend, supplement, extend, and/or cancel the existing the Surety Standby Letters of Credit in the ordinary course of business; (b) pay any prepetition or postpetition obligations related to the Surety Standby Letters of Credit and any related expenses in cash, including, but not limited to, any amounts owed to the fronting banks under the Surety Standby Letters of Credit and to any other related parties as such amounts come due in the ordinary course of business; and (c) replace the Surety Standby Letters of Credit as necessary, if the Debtors determine, in their business judgment, that doing so is in the best interest of their estates.

8. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier listed on Exhibit C to the Motion within two (2) business days after the date this Interim Order is entered.

9. The Debtors are authorized, but not directed, to make payments in cash on account of any postpetition audits related to the Insurance Policies or the Surety Bonds in the ordinary course of business.

10. The Debtors are authorized, but not directed, to pay any prepetition or postpetition obligations on account of the Deductibles in the ordinary course of business and consistent with prepetition practice.

11. To the extent that any Insurance Policies, Premium Financing Agreements, Surety Bonds, Surety Standby Letters of Credit, or related obligations, contracts, or agreements are deemed executory contracts within the meaning of section 365 of the Bankruptcy Code, neither this Interim Order nor any payments made in accordance herewith shall constitute postpetition assumption of any such agreement pursuant to section 365 of the Bankruptcy Code.

12. To the extent the Debtors become aware of additional Insurance Policies, Surety Bonds, Surety Standby Letters of Credit Letters of Credit or Premium Financing Agreements that have not previously been disclosed, or renew or enter into any such arrangements, the Debtors shall disclose these policies and programs to the U.S. Trustee, counsel to the respective Prepetition Agents, counsel to any agent under a postpetition financing facility, and counsel to any statutory committee appointed in these chapter 11 cases as soon as practicable, but no later than two (2) business days after discovery, entry into, or renewal of such arrangements.

13. To the extent reasonably practicable, he Debtors will provide notice of any material changes to their Insurance Policies or programs to the U.S. Trustee, counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, and counsel to any statutory committee(s) appointed in these chapter 11 cases at least ten (10) business days before such changes are made; *provided*, however that any party entitled to receive such notice pursuant to this paragraph may waive the ten (10) business day notice period provided for herein.

14. The Debtors shall provide the U.S. Trustee, counsel to the Prepetition ABL Agent, counsel to the Prepetition Term Loan Agent, counsel to any agent under a postpetition financing facility, and counsel to any statutory committee appointed in these chapter 11 cases with monthly reports setting forth all payments under this Interim Order. Each report shall be delivered within fourteen (14) calendar days after the end of the month reported.

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

statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

16. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

17. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

18. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

19. Within two (2) business days of the entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

20. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

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

22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

24. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

25. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

26. Nothing herein shall modify, alter, limit, or expand any rights, claims and/or interests of ASIC under any of its bonds, any indemnity agreements, and/or in any collateral, and such rights are expressly reserved and preserved.

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

SCHEDULE "I"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) APPROVING THE DEBTORS' PROPOSED ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES, (II) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES, (III) APPROVING THE DEBTORS' PROPOSED PROCEDURES FOR RESOLVING ADEQUATE ASSURANCE REQUESTS, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through sixteen (16), is **ORDERED.**

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' *Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief* (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) approving the Debtors' proposed adequate assurance of payment for future Utility Services, (b) prohibiting Utility Providers from altering, refusing, or discontinuing services, (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests, (d) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate

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

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

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel

to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. Subject to the Adequate Assurance Procedures for resolving Adequate Assurance Requests, the Adequate Assurance Deposit, together with the Debtors' ability to pay for future Utility Services in the ordinary course of business, shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code without prejudice to the rights of Subsequently Identified Utility Providers to seek relief in the future pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

6. The following Adequate Assurance Procedures are hereby approved on an interim basis:

a. The Debtors will serve a copy of the Motion and this Interim Order to each Utility Provider within two (2) business days after entry of this Interim Order by the Court. The Debtors will cause the Motion and this Interim Order to be provided in the English and French languages for any Utility

Provider with an address in the Province of Québec.

b. Within twenty (20) calendar days of the Petition Date, the Debtors will deposit the Adequate Assurance Deposit of approximately $302,128.73, calculated in the manner set forth in paragraph 11 of the Motion, in the Adequate Assurance Account.

c. Subject to the terms of this Interim Order, each Utility Provider shall be entitled to the funds in the Adequate Assurance Account in the amount set forth for such Utility Provider in the column labeled "Proposed Adequate Assurance" on the Utility Providers List, attached to the Motion as **Exhibit C**.

d. If an amount relating to Utility Services provided postpetition by any Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account up to the amount applicable to each such Utility Provider by giving notice to the Notice Parties. The Debtors shall honor such request within ten (10) business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. To the extent any Utility Provider receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

e. Each Utility Provider, if any, holding an existing deposit is permitted to maintain its existing deposit in addition to its right to funds, if any, in the Adequate Assurance Account. Such Utility Provider may not, absent a separate order granting relief from section 362 of the Bankruptcy Code, apply such existing deposit to any prepetition amount owed.

f. The Debtors may reduce or remove a Utility Provider's portion of the Adequate Assurance Deposit with the consent of such Utility Provider at any time during the chapter 11 cases.

g. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors (or their successor in interest), as applicable, automatically, without further order of the Court, on the earlier of (i) the Debtors reconciling and paying the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors'

termination of Utility Services from such Utility Provider or (ii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases if there are no outstanding disputes related to postpetition payment.

h. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Adequate Assurance Request") within thirty (30) calendar days of the Petition Date. Any Utility Provider that objects to the Debtors' Proposed Adequate Assurance must serve an Adequate Assurance Request on the Notice Parties.

i. Any Adequate Assurance Request must: (i) be in writing; (ii) identify the location(s) for which the Utility Services are provided and the account number(s) for such location(s); (iii) summarize the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) provide evidence that the Debtors have a direct obligation to the Utility Provider; (v) certify that the Utility Provider does not already hold a deposit equal to or greater than two (2) weeks of Utility Services; and (vi) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

j. Unless a Utility Provider files and serves an Adequate Assurance Request, the Utility Provider shall be (i) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

k. Upon the Debtors' receipt of an Adequate Assurance Request, the Debtors will have twenty-one (21) calendar days from the receipt of such Adequate Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Adequate Assurance Request. The Debtors and the Utility Provider may, without notice to any party in interest or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.

l. The Debtors may, subject to and in compliance with the terms and conditions of any applicable Financing Order, including any applicable consultation, notice, and consent requirements thereunder, without further

order from the Court, resolve any Adequate Assurance Request by mutual agreement with the applicable Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable; *provided* that no Utility Provider shall be granted a lien on or security interest in any property of the Debtors' estates absent further order of the Court; *provided, however*, that the Debtors shall maintain a summary ledger of agreements with Utility Providers and their respective terms, and such summary ledger and agreement, if any, shall be made available to the U.S. Trustee, any parties entitled to receive such materials under any applicable Financing Order, and any statutory committee(s) appointed in these chapter 11 cases, upon request.

m. If the Debtors and the Utility Provider are unable to reach a consensual resolution within the Resolution Period, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Interim Order, the Debtors will request a hearing before the Court at the next regularly-scheduled omnibus hearing to determine the adequacy of assurance of payment with respect to that particular Utility Provider (a "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

n. At all times prior to resolution of such dispute at a Determination Hearing and the entry of any Court order as a result thereof, the relevant Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

7. The Utility Providers, and any utility service providers paid directly by any of the Landlords, are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures. Notwithstanding anything to the contrary in this Interim Order, nothing in this Interim Order affects the rights and obligations of the Debtors and

their Landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

8. Absent further order of the Court, all Utility Providers, and any utility service providers paid directly by any of the Landlords, are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of these chapter 11 cases, or any perceived inadequacy of the Proposed Adequate Assurance.

9. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Adequate Assurance Account during the pendency of these chapter 11 cases.

10. The Debtors are authorized to establish, fund, and replenish the Adequate Assurance Account.

11. The Debtors are authorized, but not directed, to add or remove such parties from the Utility Providers List; *provided*, *however*, that the Debtors shall provide notice of any such addition or removal to the Notice Parties; *provided*, *further*, that, if a Utility Provider is removed from the Utility Providers List, the Debtors shall provide the applicable Utility Provider with fourteen (14) calendar days' notice thereof and the opportunity to respond to such removal. To the extent that there is any dispute as to the postpetition amounts owed to a Utility Provider or such Utility Provider's removal, such Utility Provider shall not be removed from the Utility Providers List, and no funds shall be removed from the Adequate Assurance Deposit on account of such Utility Provider, until such dispute has been resolved. To the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the

Debtors' receipt of notice of such dispute, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtors and the Utility Provider may agree.

12. The inclusion of any entity in, as well as any omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

13. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Interim Order, including the Adequate Assurance Procedures within two (2) business days of such Subsequently Identified Utility Provider being identified, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtors and the Utility Provider may agree. The Debtors shall increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from the Subsequently Identified Utility Provider as soon as reasonably practicable but not later than five (5) calendar days after such Subsequently Identified Utility Provider is identified and shall promptly notify the Notice Parties of any such increase. The terms of this Interim Order and the Adequate Assurance

Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List. The Debtors shall supplement **Exhibit C** to the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, counsel to any parties entitled to notice under any applicable Financing Order, the U.S. Trustee, and any statutory committee(s) appointed in these chapter 11 cases.

14. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility Providers List.

15. The Debtors are authorized, but not directed, in their discretion to make payments on account of Utility Services in the ordinary course of business on a postpetition basis.

16. Absent further order of the Court, any third party that pays directly for Utility Services for the benefit of the Debtors pursuant to a nonresidential real property lease, and has been provided notice of the relief provided by this Interim Order, must continue paying for such Utility Services in the ordinary course of business and may not cease, reduce, delay, or otherwise interfere with the payment or delivery of such Utility Services, regardless of any nonpayment, deferral, or waiver of rent, or any defaults with respect to the applicable lease; *provided* that a third party may cease payments on account of Utility Services following the effective date of any rejection of the applicable lease pursuant to section 365 of the Bankruptcy Code, if any.

17. Upon the Debtors' termination of any Utility Services, the Debtors shall, without further order of the Court, promptly reduce the portion of the Adequate Assurance Deposit

attributable to the applicable Utility Provider in an amount not exceeding the lesser of (i) the estimated two-week utility expense for such Utility Services or (ii) the amount of such Adequate Assurance Deposit then attributable to the applicable Utility Provider (a) with the affected Utility Provider's consent, or (b) after providing fourteen (14) calendar days' prior notice to such Utility Provider and receiving no objection. Any objection shall be resolved by this Court. Any amount released from the Adequate Assurance Account shall be promptly transferred to an account of the Debtors subject to the liens of the Prepetition Agents and any other liens provided for under any applicable Financing Order, in accordance with the terms of such Financing Order and the Cash Management Order. If there are no outstanding disputes, then upon the effective date of a plan in these chapter 11 cases, the Adequate Assurance Deposit shall be returned to the Debtors, less any amount owed on account of unpaid, postpetition Utility Services on the date upon which the Debtors' chapter 11 plan of reorganization becomes effective.

18. The Debtors' service of the Motion upon entities listed on the Utility Providers List shall not constitute an admission or concession that any such entity is a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

19. The Utility Providers' interests in the Adequate Assurance Deposit shall be senior to any lien thereon solely to the extent of unpaid postpetition charges for Utility Services that may be applied against the Adequate Assurance Deposit in accordance with this Interim Order. The liens and claims of the Prepetition Secured Parties and any other parties entitled thereto under any

applicable Financing Order shall attach to any portion of the Adequate Assurance Deposit returned or released to the Debtors, with the same validity, priority, and extent provided in such Financing Order.

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

or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

21. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

22. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

23. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

24. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

26. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

27. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

28. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

29. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

SCHEDULE "J"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS, FOREIGN VENDORS, 503(B)(9) CLAIMANTS, AND LIEN CLAIMANTS; (II) GRANTING ADMINISTRATIVE EXPENSE PRIORITY TO UNDISPUTED OBLIGATIONS ON ACCOUNT OF OUTSTANDING ORDERS; AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through fourteen (14), is **ORDERED**.

DATED: November 10, 2026

Stacey L. Meisel
Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, and Lien Claimants; (II) Granting Administrative Expense Priority to Undisputed Obligations on Account of Outstanding Orders; and (III) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of (i) Critical Vendor Claims, (ii) Foreign Vendor Claims, (iii) 503(b)(9) Claims, and (iv) Lien Claims; (b) authorizing the Debtors to, in exchange for payment of their prepetition claims as contemplated herein, require the applicable claimants to provide Customary Trade Terms for the postpetition procurement of goods and services; (c) granting administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Debtors prior to the date hereof that will not be delivered until after the Petition Date and authorizing the Debtors to satisfy such obligations in the ordinary course of business; (d) granting related relief; and (e) scheduling a final hearing (the "Final Hearing") to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and

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

this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Final Hearing on the Motion will be held on **December 15, 2026 at 1:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com),

Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the

Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

5. The Debtors are authorized, but not directed, in their discretion in the ordinary course of business and the reasonable exercise of their business judgment, consistent with prepetition practices to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis, the Trade Claims, subject, in the case of Foreign Vendor Claims and 503(b)(9) Claims, to paragraph six (6) below; *provided* that, as a condition to payment of any Lien Claim, the Debtors may require that the applicable Lien Claimant release any lien securing such Lien

Claim and, to the extent such lien has been perfected, take all actions reasonably necessary to evidence the release of such lien. Subject in all respects to any Financing Order and any budget thereunder, the estimated allocations between Critical Vendor Claims and Lien Claims do not constitute separate category limits. To the extent permitted by any Financing Order and any budget thereunder, the Debtors may apply amounts not required for Lien Claims to Critical Vendor Claims, and vice versa, without further order of the Court, provided that aggregate payments remain within the applicable combined amount permitted thereunder. Nothing herein modifies any Financing Order or any budget thereunder or increases the aggregate amount available. No claim may be paid more than once because it falls within more than one Trade Claim category.

6. Notwithstanding the general authorization to pay Trade Claims in this Interim Order, the Debtors are authorized, but not directed, to pay particular Foreign Vendor Claims and 503(b)(9) Claims on a case-by-case basis to preserve estate value, subject to any Financing Order, Financing Order documentation, and any budget thereunder. Before making any Foreign Vendor Claim payment or 503(b)(9) Claim Payment, the Debtors shall provide at least five (5) business days' advance written notice to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, identifying the proposed payee, amount, and basis for payment and its compliance with any Financing Order and any budget thereunder. If no written objection to such notice is filed with the Court and served on the Debtors within five (5) business days, the proposed Foreign Vendor Claim payment or 503(b)(9) Payment shall be deemed authorized under this Interim Order without further order of the Court and paid.

7. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code; *provided*, however, that the Debtors may terminate any outstanding orders prior to delivery, and any canceled orders are not afforded administrative priority.

8. The Debtors are authorized, but not directed, to pay all undisputed amounts relating to the Outstanding Orders in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date.

9. The Debtors are authorized, but not directed, to condition the payment of any Trade Claim upon the applicable Trade Claimant's written agreement (e-mail being sufficient) (a) to continue or recommence providing goods and/or services to the Debtors in accordance with the Customary Trade Terms at least as favorable to the Debtors as those in place during the twelve months prior to the Petition Date, or as otherwise agreed by the Debtors in their reasonable business judgment, (b) that such Trade Claimants shall not cancel any contract or agreement pursuant to which they provide goods or services to the Debtors, and (c) to support (and not take any action adverse to) the Debtors' restructuring process (including any proposed sale or chapter 11 plan proposed in these cases). The Debtors reserve the right to require additional favorable terms with any Trade Claimant as a condition to payment of any Trade Claim.

10. The Form Trade Agreement, substantially in the form attached hereto as **Exhibit 1**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Form Trade Agreement in their reasonable business judgment.

11. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with trade terms at least as favorable to the Debtors as the Customary Trade Terms, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of claims, or otherwise.

12. Nothing in this Interim Order shall prejudice the Debtors' right to request authority to pay additional amounts owed on account of Trade Claims, which right is expressly and fully reserved and preserved.

13. The Debtors are authorized, but not directed, on an interim basis, to permit the setoff of any prepetition cash deposits held by a Trade Claimant against prepetition obligations. Solely for the purposes of determining compliance with the amounts set forth in the Motion, any payment of prepetition claims to a Trade Claimant by the Debtors shall be reduced by the amount of any prepetition deposit released to the Debtors in connection with such prepetition cash deposits.

14. Any Trade Claimant that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Interim Order shall be deemed to (a) agree to the terms and provisions of this Interim Order and (b) have waived, to the extent so paid, Trade Claims of any type, kind, or priority (including any reclamation claim and any lien or security interest asserted on account of such claims), against the Debtors, their assets, and properties, and the assets and properties of their estates. No Trade Claimant shall be granted a lien on or security interest in any property of the Debtors' estates on account of any Trade Claim absent further order of the Court. Notwithstanding anything to the contrary herein, prior to making any payment pursuant to this Interim Order, the Debtors shall provide such Trade Claimant with a copy of this Interim Order (unless previously provided to such Trade Claimant).

15. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their discretion, the extent, perfection, priority, validity, or amounts of any claims held by any Trade Claimant. The Debtors do not concede that any claims satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve all rights to contest the extent, validity, or perfection, or to seek the avoidance of all such liens or the priority, of such claims.

16. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise

or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request, approval, or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code); (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

17. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts

owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

18. Nothing herein shall impair or prejudice the rights of the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, which are expressly reserved, to object to any payment made pursuant to this Interim Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or an affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall, to the extent reasonably practical, provide three (3) calendar days' advance notice to, and opportunity to object by the U.S. Trustee, counsel to the respective Prepetition Agents, counsel to any agent under a postpetition financing facility, and counsel to any statutory committee appointed in these chapter 11 cases; *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the Court.

19. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment; (d) the total amount of the claim; (e) the date of payment; and (f) whether the payee has agreed in writing to the Customary Trade Terms. Upon entry of this Interim Order, the Debtors shall provide a copy of such matrix/schedule to (a) the U.S. Trustee, (b) counsel to any statutory committees appointed in these chapter 11 cases, (c) Choate, Hall & Stewart LLP, counsel to the Prepetition ABL Agent, (d) Morgan, Lewis & Bockius LLP, counsel to the Prepetition Term Loan Agent, and

(e) Wollmuth Maher & Deutsch LLP, counsel to Mithaq Capital SPC within fifteen (15) calendar days of the end of each calendar month beginning upon entry of this Interim Order.

20. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

21. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

22. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

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

24. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

25. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

26. The Debtors shall serve by email (if available) or by regular mail (if email is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f).

27. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

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

Exhibit 1

Form Trade Agreement

TRADE CLAIMANT LETTER AGREEMENT

NOTWITHSTANDING ANY PROVISION HEREIN, THE DEBTORS AND VENDOR ACKNOWLEDGE AND AGREE THAT THIS TRADE CLAIMANT LETTER 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 AND PROVISIONS OF THE BANKRUPTCY CODE.

1. This Trade Claimant Letter Agreement (the "Letter Agreement"), dated as of [●], is by and between THE CHILDREN'S PLACE, INC. and certain of its affiliates (collectively, the "Debtors" or the "Company") and [●] ("Vendor" and, together with the Company, the "Parties").

2. As Vendor is aware, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") on November 8, 2026 (the "Petition Date").

3. The Company is continuing to work with its vendors during the chapter 11 cases and intends to pay vendors in full in the ordinary course for goods and services provided on or after the filing date; however, the Bankruptcy Code prohibits the Company from paying amounts owed on account of goods received and services rendered prior to the filing date without specific approval by the Bankruptcy Court. Pursuant to the attached order (the "Order") entered by the Bankruptcy Court, the Debtors have received authority to pay a limited amount of claims of certain vendors that qualify as "Trade Claimants," subject to such vendors' agreement in writing to be bound by certain terms. Specifically, the Order requires that prior to receiving a Trade Claimant's payment, a vendor must agree to continue providing goods and services to the Company in accordance with trade terms (including credit limits, pricing, timing of payments, availability, and other terms) that are at least as favorable to the Company as those in place during the twelve (12) months prior to the chapter 11 filing (the "Customary Trade Terms"), and, additionally, to support (and not take any action adverse to) the Debtors' restructuring process (including any proposed sale or chapter 11 plan proposed in the chapter 11 cases).

4. Any party that accepts payment from the Company on account of a Trade Claimant's claim is deemed to have agreed to the terms and provisions of the Order (subject to the modifications provided herein), including the Company's ability to recover any payment made on account of a prepetition claim in the event the Vendor does not continue supplying goods or services to the Company in accordance with Customary Trade Terms.

5. As Vendor is aware, debtor [●] and Vendor are party to a distribution agreement dated [●] (as subsequently amended, the "Prepetition Agreement"). Typically, vendors that are party to an agreement that existed prior to the filing, like the Prepetition Agreement, are not entitled to treatment as a Trade Claimant because the "automatic stay" provided under the Bankruptcy Code prevents such parties from refusing to perform due to the Company's inability to pay prepetition amounts.

6. Nevertheless, given the importance of the Company's relationship with Vendor and without waiving any rights to assert the applicability of the automatic stay, the Debtors have agreed to designate Vendor as a Trade Claimant pursuant to the Order for a portion of Vendor's prepetition claim, subject to Vendor's written agreement to the terms outlined in this Letter Agreement (the "Terms") which modify, in part, the terms of the Prepetition Agreement. Upon execution of this Letter Agreement, the

Debtors shall issue (i) postpetition payments of $[●] owed to Vendor for billed postpetition balances due on account of goods shipped from the Petition Date through [●] within ten (10) business days of the Parties' execution of this Letter Agreement, (ii) postpetition payments of amounts owed to Vendor for shipments after [●], if any, on the first Friday that falls on or after fifteen (15) days after receiving an invoice in accordance with the Prepetition Agreement, and (iii) the amounts owed to Vendor, pursuant to section 503(b)(9) of the Bankruptcy Code, in the amount of [●] (the "Payment"), no later than five (5) business days after the Debtors consummate a sale of all or substantially all of the Debtors' assets under section 363 of the Bankruptcy Code, or such other date as is mutually agreed upon by the Debtors and Vendor in writing. In the event that the Company fails to make a postpetition payment in accordance with this paragraph, Vendor's rights to request shorter credit terms are preserved.

7. Additionally, the Parties stipulate that the remaining prepetition amount on account of accounts receivable under the Prepetition Agreement after the Payment is $[●] (the "Agreed Prepetition Amount"). The Parties stipulate that the Agreed Prepetition Amount shall constitute an allowed prepetition general unsecured claim under section 502 of the Bankruptcy Code with respect to prepetition amounts due on account of accounts receivable under the Prepetition Agreement, the full amount of which shall be allowed against each Debtor. Notwithstanding the foregoing, Vendor reserves all rights to assert other claims under the Prepetition Agreement, if any, and Debtors reserve any and all rights to challenge any such claims. The parties further agree that if the Company "assumes" the Prepetition Agreement and/or "assumes and assigns" the Prepetition Agreement to any purchaser under section 365 of the Bankruptcy Code or section 1123 of the Bankruptcy Code, the Agreed Prepetition Amount will be the total amount necessary to "cure" all "defaults" and "actual pecuniary losses" under section 365(b)(1) of the Bankruptcy Code or section 1123 of the Bankruptcy Code related to prepetition amounts due on account of accounts receivable under the Prepetition Agreement. Subject to the terms hereof, Vendor waives all rights to challenge or object to such amount related to accounts receivable under the Prepetition Agreement in connection with assumption or assumption and assignment of the Prepetition Agreement pursuant to section 365 of the Bankruptcy Code or otherwise; *provided, however*, Vendor reserves its rights with respect to any other amounts unrelated to accounts receivable that may be required to "cure" all defaults under section 365(b)(1) of the Bankruptcy Code or section 1123 of the Bankruptcy Code and Debtors reserve any and all rights to challenge any such claims.

8. In exchange for the terms set forth above, Vendor agrees:

i. to provide goods and services to the Company on Customary Trade Terms, as modified herein, and, additionally, to support (and not take any action adverse to) the Debtors' restructuring process and chapter 11 cases (including, without limitation, any proposed actions involving the Debtors' operations, employees, or compensation arrangements, or any proposed sale of some or substantially all of the Debtors' assets);

ii. solely to the extent that the Bankruptcy Court enters an order approving a disclosure statement and solicitation materials as containing, among other things, "adequate information" as required by section 1125 of the Bankruptcy Code with respect to a chapter 11 plan that treats Vendor's claim in a manner that is at least equivalent to similarly situated trade vendors, (a) to vote or cause to be voted its claims to accept any such chapter 11 plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting such plan on a timely basis following the commencement of the solicitation of the plan and its actual receipt of the solicitation materials and ballot and not change or withdraw such vote (or cause or direct such vote to be changed or withdrawn), and (b) to the extent it is permitted to elect whether to opt out of the releases set forth in any such chapter 11 plan, to provide, and to not opt-out of, the releases in such plan;

iii. not to separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim (other than the Payment) pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Letter Agreement;

iv. not to file or otherwise assert against the Company, its assets, or any other person or entity, including the Company's customers, or any of their respective assets or property (real or personal), any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from prepetition agreements or transactions;

v. to the extent Vendor has taken steps to file or assert such a lien prior to entering into this Letter Agreement, to promptly take all necessary actions to remove such liens; and

vi. to provide at least equal priority to the needs of the Company in comparison to Vendor's other customers when Vendor recommences shipment of goods specified under the Prepetition Agreement.

9. To the extent applicable, nothing in this Letter Agreement shall require Vendor to take any action, or to refrain from taking any action, to the extent that doing so would be inconsistent with Vendor's fiduciary obligations as a member of the Official Committee of Unsecured Creditors under applicable law.

10. This Letter Agreement is not and shall not be deemed to be a solicitation for votes on a chapter 11 plan. The votes of the holders of claims against the Debtors will not be solicited until such holders who are entitled to vote have received the chapter 11 plan, the disclosure statement, and related solicitation materials, including the ballots. In addition, this Letter Agreement does not constitute an offer to issue or sell securities to any person or entity, or the solicitation of an offer to acquire or buy securities, in any jurisdiction where such offer or solicitation would be unlawful.

11. This Letter Agreement is not and shall not be deemed to constitute a promise of "assumption" of the Prepetition Agreement under the Bankruptcy Code. The Prepetition Agreement remains subject to assumption or rejection based on the final determination by the Company and/or any applicable purchaser in a sale and approval by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTORS:

By_____
Name_____
Its_____

[●]:

By_____
Name_____
Its_____

SCHEDULE "K"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 12, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING AGREEMENT; (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE CLOSING SALES AND THE RELATED SALE GUIDELINES, WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; (III) MODIFYING CUSTOMER PROGRAMS AT THE CLOSING STORES; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through thirty-one (31), is **ORDERED**.

DATED: November 12, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' motion (the "Motion")[2] for entry of an interim order (this "Interim Order") (i) authorizing the Debtors to assume the Consulting Agreement; (ii) authorizing and approving the conduct of the Sales; (iii) modifying certain customer programs at the Closing Stores; (iv) scheduling a final hearing to consider approval of the Motion on a final basis; and (v) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and

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

upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT**:

A. The Debtors have advanced sound business reasons for assuming the Consulting Agreement and adopting the Sale Guidelines, on an interim basis subject to the Final Hearing, as set forth in the Motion and at the Hearing, and assuming the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interest of the Debtors and their estates.

B. The Consulting Agreement, a copy of which is attached to this Interim Order as **Exhibit 1**, was negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith and from arm's length bargaining positions.

C. The assumption of the Consulting Agreement on an interim basis is a sound exercise of the Debtors' business judgment.

D. The U.S. Sale Guidelines and the Canadian Sale Guidelines, which are included as Exhibit D-1 and Exhibit D-2, respectively, to the Consulting Agreement attached hereto, are reasonable and appropriate, and the conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets and are in the best interest of the Debtors' estates.

E. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and the Debtors have demonstrated good, sufficient and sound business purposes and justifications for the relief approved herein.

F. The Dispute Resolution Procedures are fair and reasonable and comply with applicable law.

G. The Debtors have represented that they intend to neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion, although the Consultant will be authorized to distribute e-mails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

H. The entry of this Interim Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby **ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on **December 15, 2026 at 1:00 p.m (Eastern Time)**. Any objections or responses to entry of a final order on the Motion shall be filed with the Court, and served as to be received by the following parties on or before **December 8, 2026 at 3:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R.

Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn.: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn.: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn.: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) counsel to the Consultant, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068, Attn: Andrew Behlmann (abehlmann@lowenstein.com); and (vii) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court

may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. Any objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.

4. To the extent of any conflict between this Interim Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents, and the Sale Guidelines shall control over the Consulting Agreement; *provided*, *however*, that solely with respect to the Canadian Closing Stores, the Warehouses located in Canada, and the Debtors' property in Canada, to the extent of any conflict between the Consulting Agreement or this Interim Order, on the one hand, and the Canadian Recognition Order (as defined in the Consulting Agreement), any other order of the Canadian Court or the Canadian Sale Guidelines, on the other hand, the orders of the Canadian Court and the Canadian Sale Guidelines shall govern and the Canadian Sale Guidelines shall control over the Consulting Agreement.

I. Authority to Assume the Consulting Agreement.

5. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including making (i) retention payments for Closing Store employees (including store and district managers) provided in an aggregate amount not to exceed $3.8 million and (ii) payments required by the Consulting Agreement to the Consultant, including with respect to reasonable and documented costs and expenses incurred by the Consultant pursuant to the Consulting Agreement and fees due to the Consultant, without

further order of the Court and without any need for the Consultant to file any request for payment with the Court or to provide notice to any party other than those required by the Consulting Agreement. All such payments of fees and reimbursement of expenses shall be free and clear of any and all Encumbrances.

6. Subject to the restrictions set forth in this Interim Order, the Sale Guidelines, and any Side Letters, the Debtors and the Consultant are hereby authorized to take all actions as may be necessary or desirable to implement the Consulting Agreement and the Sales, and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Sales prior to the date of this Interim Order, are hereby approved and ratified.

7. The Consulting Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, so long as any such modifications are in a writing signed by the Debtors and the Consultant (e-mail acknowledgement among parties or counsel being acceptable), and only if not materially adverse to the Debtors or estates; *provided* that the Debtors shall provide five calendar days' advance notice of any contemplated material modification(s) (which may be via email) to (i) the U.S. Trustee, (ii) counsel to any statutory committees appointed in these chapter 11 cases, and (iii) any landlord directly affected by such modification (and, if known, such landlord's counsel). Such modifications, amendments or supplements to the Consulting Agreement shall not

impact or modify any Side Letter. Further, no Side Letter may be amended, modified, or terminated without the written consent of the affected landlord.

8. Notwithstanding anything to the contrary herein, the Debtors' indemnification obligations remain subject to all limitations and exclusions in sections 9.1 and 10.4 of the Consulting Agreement, including the exclusion of Losses arising out of or in connection with fraud, gross negligence (including omissions), or willful misconduct of the Consultant, any Supervisor, or their specified affiliates and related persons, or the Consultant's breach of the Consulting Agreement. The Debtors and their estates shall not indemnify the Consultant for damages arising from the Consultant's fraud, willful misconduct, or gross negligence.

9. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales to the applicable Governmental Units as and when due, provided that in the case of a bona fide dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall report the collection of sales taxes as and to the extent provided in the Consulting Agreement. This Interim Order does not enjoin, suspend, or restrain the assessment, levy, or

collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

10. The failure to include any provisions of the Consulting Agreement in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that such provisions of the Consulting Agreement be, and hereby are, authorized and approved.

II. Authority to Engage in Sales and Conduct Store Closings.

11. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue the Sales at the Closing Stores in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement, as may be modified by any Side Letters between the Debtors, or the Consultant acting at the Debtors' direction, and the affected landlords, in consultation with the Consultant and with the Consultant's consent to the extent required by the applicable Sale Guidelines.

12. The Sale Guidelines are approved in their entirety on an interim basis.

13. All entities that are presently in possession of some or all of the Store Closure Assets in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Interim Order hereby are directed to surrender possession of such Store Closure Assets to the Debtors or the Consultant.

14. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation)

any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein, including pausing or discontinuing a Store Closing in their business judgment. Nothing in this paragraph dispenses with any notice, consent, approval, or other condition required by the Consulting Agreement, including the conditions applicable to pausing or discontinuing Store Closings.

III. Conduct of the Sales.

15. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Sales and Store Closings without necessity of further order of this Court as provided in the Consulting Agreement and the Sale Guidelines (subject to any Side Letters), including, but not limited to, advertising the sale as a "store closing sale," "sale on everything," "everything must go," "going-out-of-business," or similar themes, and to utilize signs, exterior banners, signwalkers, A-frames, and street signage as contemplated by the Sale Guidelines. Exterior banners at enclosed mall locations shall be limited to entrances not requiring entry into the enclosed mall common area, as provided in the Sale Guidelines. All advertising and signage, including E-Commerce Platform advertising, are subject to the Debtors' reasonable advance approval.

16. In accordance with the Consulting Agreement, the Consultant is authorized to supplement the Merchandise in the Closing Stores with Additional Goods pursuant to section 13 of the Consulting Agreement, and any other relevant provisions therein or in the Sale Guidelines.

17. All transactions relating to the Additional Goods are, shall be construed as, and are acknowledged by the Debtors to be a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect (the "UCC"), and not a consignment for security purposes, as provided in section 13.2 of the Consulting Agreement. Entry of this Order constitutes notice of such consignment to all persons and entities holding security interests against the Debtors in lieu of the Consultant filing a Form UCC-1 Financing Statement (*provided, however*, that the Consultant is hereby authorized to do so). Subject only to the Consultant's obligation to pay the Debtors the Additional Goods Fee, Additional Goods and their proceeds remain the Consultant's exclusive property, and no other person or entity shall have a claim against or interest in them. The Debtors shall collect the actual proceeds from Additional Goods sales (the "Additional Goods Proceeds"), hold them in trust (less the amounts in (a) and (b) below) for the benefit of the Consultant, and, as part of each weekly reconciliation, distribute them to the Consultant less (a) the Merchant's fee of 6.5% of Additional Goods Proceeds (the "Additional Goods Fee") and (b) applicable sales taxes, which the Debtors shall collect and remit in accordance with section 13.3 of the Consulting Agreement. Reconciliation, audit access, and final payments remain subject to sections 5 and 13.5 of the Consulting Agreement.

18. Except as expressly provided in the Consulting Agreement and the Sale Guidelines (and subject to the terms of any Side Letter), the sale of the Store Closure Assets shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement affecting or purporting to restrict (a) the conduct of the

Store Closings or the Sales (including the sale of the Store Closure Assets), (b) the abandonment of assets, or (c) "going dark." Such provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in connection with the Store Closings or the Sales shall not constitute a default under the applicable instrument; provided that the Store Closings and Sales are conducted in accordance with the terms of this Interim Order, any Side Letter, and the Sale Guidelines. The Debtors, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, or the Consultant acting at the Debtors' direction, and the affected landlords, are authorized to enter into Side Letters between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords, *provided* that such Side Letters are consistent with this Interim Order. In the event of any conflict between the Sale Guidelines, the Consulting Agreement, and any Side Letter, the terms of such Side Letter shall control.

19. Copies of any Side Letters will be provided by the Debtors to counsel to any statutory committee appointed in these Cases (attorneys' eyes only) and to the U.S. Trustee as soon as reasonably practicable, but not longer than two (2) business days after execution.

20. Except as expressly provided for herein or in the Sale Guidelines (as may be modified by any Side Letters), no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Store Closure

Assets, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Store Closure Assets or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

21. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Closing Stores and all related Closing Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines (as modified by any Side Letters) and this Interim Order.

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets on behalf of the Debtors and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and

all Encumbrances; *provided, however*, that any such Encumbrances shall attach to the proceeds of the Sale of the Store Closure Assets with the same validity, in the same amount, with the same priority as, and to the same extent that any such Encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and subject to the Consultant's fees and expenses (as provided in the Consulting Agreement).

23. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines (as may be modified by an Side Letters), as applicable. The Consultant is authorized to sell the Debtors' FF&E and abandon FF&E and items incidental thereto, in each case, as provided for and in accordance with the terms of the Consulting Agreement and the Sale Guidelines. Any abandonment of property by the Debtors will be in accordance with the Rejection Procedures. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any claims against the Debtors.

24. The Debtors shall, at the Debtors' sole cost and expense, insure the Additional Goods.

25. Notwithstanding anything to the contrary in this Interim Order, the Debtors and/or the Consultant shall not sell or abandon any property that the Debtors know is not owned by the

Debtors (except in accordance with the Sale Guidelines); *provided* that the Debtors will use their best efforts to notify the owners or lessors of any property that the Debtors know is not owned by the Debtors (except in accordance with the Sale Guidelines) located at a Closing Store; *provided, further,* that the Debtors will leave any property owned by the landlord at the applicable Closing Store and that no property of the landlord shall be removed, sold, or abandoned by the Debtors.

26. The Debtors assert that the Sales are consistent with the Debtors' privacy policies, and, as such, are authorized to conduct the Sales on an interim basis without the appointment of a consumer privacy ombudsman. However, nothing contained in this Interim Order shall prejudice parties in interest, including the U.S. Trustee and any statutory committees appointed in these cases, from seeking the appointment of a consumer privacy ombudsman at a later date in connection with any proposed Sales.

27. The Debtors shall remove or cause to be removed any confidential and/or personally identifiable information in any of the Debtors hardware, software, computers, or cash registers or similar equipment which are to be sold or abandoned so as to render the personally identifiable information unreadable or undecipherable. At the conclusion of the Sales, the Debtors may, upon written request to Debtors' counsel (email being sufficient), provide written verification to the applicable landlord that it has removed, copied, or transferred any customer personally identifiable information and that any records containing personally identifiable information are in its possession or were shredded, erased, or otherwise modified to render the personally identifiable information unreadable or undecipherable.

28. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store, pursuant to the provisions of the Consulting Agreement (and any applicable Side Letter).

29. The Sales and Store Closings may be advertised in all newspapers and other digital and traditional advertising media. All landlords and all governmental units are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales and Store Closings pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Store Closure Assets in the manner contemplated by and in accordance with this Interim Order, the Sale Guidelines, and any Side Letter (as applicable), and the Consulting Agreement.

IV. Closing Store Customer Policies.

1. The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 30 days from the date of this Interim Order, after which the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores and the Debtors' e-commerce channels. Thereafter, customers will no longer earn rewards on account of purchases at Closing Stores or through Debtors' e-commerce channels, nor will such Closing Stores or e-commerce channels honor My Place Rewards points.

2. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores and through the Debtors' e-commerce channels for 30 days from the date of this Interim Order, after which the Debtors will no longer accept gift cards at such Closing Stores or through

the Debtors' e-commerce channels. Notwithstanding any policy or state law to the contrary, the gift cards and related Customer Programs shall not be redeemable for cash at any time.

3. Merchandise sold in the Sales, on or after November 6, 2026, will be sold on a "final" basis, and returns of such items will not be accepted at any of the Debtors' retail locations. Returns of Merchandise purchased in the period between October 23, 2026, and November 6, 2026 may be allowed subject to the Debtors' return policies at the time of sale.

4. The Debtors shall post notice of changes to the customer policies at cash registers and on the Debtors' proposed claims and noticing agent's website at https://omniagentsolutions.com/TCP.

V. Dispute Resolution Procedures with Governmental Units.

5. Nothing in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the

collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protections, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively, "General Laws"). Nothing in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal or provincial safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(27) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in the applicable forum that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the CCAA, as applicable. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

6. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state, provincial, or local statute, ordinance, rule, or licensing requirement directed at regulating "going out of business," "store closing," or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection

with the sale of the Store Closure Assets, including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures set forth in section V in this Interim Order shall apply, and the Dispute Resolution Procedures shall control over any Side Letters (*provided* that, subject to recognition of this Interim Order by the Canadian Court, the Dispute Resolution Procedures shall not apply with respect to the conduct of the Sales of the Store Closure Assets in Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, or the Debtors' property in Canada, and that any such disputes shall be resolved by the Canadian Court). Additionally:

i. Provided that the Sales are conducted in accordance with this Interim Order, any Final Order, and the Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law,

and nothing in this Interim Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within three business days after entry of this Interim Order, the Debtors will serve by first-class mail, copies of this Interim Order, the proposed Final Order, the Consulting Agreement, and the U.S. Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (other than the Canadian Closing Stores) as of the date of service at the notice address in the lease (and via email to their counsel of record, if known) (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Interim Order, the Consulting Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) proposed co-counsel to the Debtors, (i) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn. Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn. Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (c) the landlord of each affected Closing Store at the notice address in the lease and its counsel of record (if known). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of the Interim Order or the Final Order, nor the conduct of the Debtors pursuant to the Interim Order or the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Consultant's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Consultant shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Consulting Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

v. If, at any time, a dispute arises among the Debtors and/or the Consultant, on the one hand and a Governmental Unit, on the other hand, as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iii) and (iv) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo.*

7. Subject to the foregoing, every federal, state, provincial, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Interim Order as

binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

8. Provided that the Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Sale Guidelines (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Interim Order and the Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws, subject to the dispute resolution provisions set forth in this section V of this Interim Order.

9. If and to the extent that the landlord of any Closing Store affected hereby contends that the Debtors or the Consultant are in breach of or default under these Sale Guidelines (as may be modified by any Side Letter), such landlord shall email or deliver written notice by overnight delivery (with simultaneous copy by electronic mail) on the Debtors and the Consultant. If the parties are unable to resolve the dispute, either the landlord, the Debtors, or the Consultant, as applicable, shall have the right to schedule a hearing before the Court on no less than five (5) business days' written notice to the other party, served by email or overnight delivery.

VI. Other Provisions.

10. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent,

in applicable states, such payroll payments are made by the Debtors' next regularly scheduled payroll and consistent with, and subject to, any previous orders of this Court regarding payment of the same.

11. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, each member comprising the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to any statutory committees appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

12. To the extent the Consultant seeks to contract with additional parties as additional consultants (each an "Additional Consultant"), and subject to relevant provisions in the Consulting Agreement such as § 12.6, such Additional Consultant shall promptly file a declaration disclosing the information set forth in paragraph 40 of this Interim Order and, upon being contracted with, be subject to the provisions of this Interim Order or the Final Order and the Consulting Agreement.

13. The Consultant acts as an independent consultant and contractor, not as a partner or joint venturer of the Debtors. Nothing herein limits its obligations or liabilities under the Consulting Agreement, including sections 6.3, 9.1, 10.4, 12.6, and 12.9, or applicable Sale Guidelines, or excuses fraud, gross negligence, willful misconduct, breach, or other liability allocated to it thereunder. The Consultant shall not solely by reason of the engagement be deemed

an employer or joint, successor, related, or common employer of the Debtors' Store Employees or assume the Debtors' employment liabilities; this does not affect its responsibilities for its own Supervisors or other engaged persons. Each Consultant Party remains jointly and severally liable for all Consultant obligations and liabilities under the Consulting Agreement.

14. Consistent with sections 5.1 and 15.1 of the Consulting Agreement, the Debtors shall include all of the Consultant's fees and expenses (as estimated by the parties) in any budget presented and approved in connection with any debtor-in-possession financing or use of cash collateral. The Additional Goods Proceeds remain subject to the provisions of the Consulting Agreement and Paragraph 17 hereof. For the avoidance of doubt, (i) the Debtors shall not seek to amend any financing order or budget in any manner that caps or limits any amounts due under the Consulting Agreement and (ii) nothing in this Interim Order or any financing order or budget shall (a) inhibit the Debtors' ability to pay the Consultant amounts due under the Consulting Agreement or (b) deem Additional Goods or Additional Goods Proceeds (net of the Additional Goods Fee and applicable sales taxes) to be property of the Debtors' estates.

15. Notwithstanding anything to the contrary in this Interim Order or any other order, in the event the Debtors (i) fail to timely pay any amount due to the Consultant that is not subject to dispute under the Consulting Agreement, this Interim Order, or any other order, or (ii) seek approval of a budget that does not provide for the timely payment in full of all such amounts (in either case, a "Payment Default"), the automatic stay is hereby modified so that two (2) business days after providing notice to the Debtors, Prepetition Agents, any agent to a postpetition financing

facility, and any committee of any such Payment Default the Consultant may, at its election, (a) suspend the provision of services to the Debtors under the Consulting Agreement until the Debtors have paid all outstanding amounts due or (b) terminate the Consulting Agreement pursuant to its terms and, in either case, shall have no further obligation to provide services under the Consulting Agreement during any such period of suspension or after termination, as applicable. The Consultant shall have no liability for any claims arising from the suspension or termination of services pursuant to this paragraph 44.

16. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Interim Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Consulting Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

17. On a confidential, professionals'-eyes-only basis and upon written request (including email) by the U.S. Trustee (whose request has been made), Prepetition Agents, any agent to a postpetition financing facility, any statutory committee, or Canadian Information Officer, the Debtors shall provide existing monthly periodic reports prepared by the Debtors, their professionals, or Consultant concerning the Sales and Store Closings; no additional or new reporting must be prepared for that purpose. Within thirty calendar days after completion of all Store Closings and Sales, the Debtors shall file (a) a summary identifying all Store Closings, gross Store Closing Sale revenue, and total Consultant fees and expense reimbursements under the Consulting Agreement, and (b) a report detailing calculation and payment of each Consultant fee and expense reimbursement, served on the U.S. Trustee, statutory committees, and requesting parties. The U.S. Trustee may object solely to reasonableness of the Consultant fee and expense reimbursement, and must do so, if at all, within twenty calendar days after filing; unresolved objections shall be coordinated for the next omnibus hearing or another agreed hearing. The Consultant's information and cooperation obligations under section 15.2 of the Consulting Agreement remain unaffected.

18. Notwithstanding the foregoing paragraph, the Debtors shall deliver to the Prepetition Agents and any agent to a postpetition financing facility, promptly after delivery to the Debtors, copies of all reports, statements, and reconciliations delivered to the Debtors pursuant to the Consulting Agreement and the Consultant shall promptly respond to reasonable requests of the Prepetition Agents and any agent to a postpetition financing facility for additional information related to the Sales and Store Closings, solely to the extent such information is in the Consultant's possession or reasonably obtainable by the Consultant.

19. Nothing herein prevents the Consultant or its affiliates, individually or with others, from proposing additional services or bidding on Debtor assets outside the Consulting Agreement ("Additional Assets") in a future process. Any such services, guarantee, acquisition, or transaction requires a separate Court order and, where required, a separate written agreement with the Debtors. All rights of the U.S. Trustee and other parties to object are reserved. No fee or other entitlement for excluded assets or services is created hereby.

20. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

21. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

22. Nothing in this Interim Order directs the Debtors to accelerate any payments not otherwise due.

23. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

24. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(a).

25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

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

27. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two business days after the entry of this Interim Order.

28. Any party may move for modification of this Interim Order in accordance with Bankruptcy Local Rule 9013-5(e).

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order or the Consulting Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Consultant against any assertions of any Encumbrances; *provided* that applicable orders of the Canadian Court govern with respect to, and the Canadian Court retains jurisdiction over, the conduct of the Sales at the Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, and disputes relating to the Debtors' property in Canada, including landlord disputes. No person shall take action contrary to the relief granted herein pending resolution by the competent Court, subject to the governmental-enforcement reservations herein. Requests for resolution shall be heard on an expedited basis as appropriate.

30. Nothing in the Consulting Agreement shall require the Debtors, or any subsequently appointed chapter 7 or chapter 11 trustee (if any), to take any action or refrain from taking any action contemplated by the Consulting Agreement to the extent taking or refraining from such action would be inconsistent with applicable law or inconsistent with the exercise of the

Debtors', or such chapter 7 or chapter 11 trustee's (if any), fiduciary obligations under applicable law.

31. The Debtors shall provide reasonably prompt notice of their removal of any Stores or Warehouses from the Sale (as defined in the Consulting Agreement) pursuant to Section 2.5 of the Consulting Agreement to any landlord (or its counsel) of any such removed Store or Warehouse.

Exhibit 1

Consulting Agreement

GA/TCP
CONSULTING AGREEMENT

This Consulting Agreement, dated as of November 3, 2026 (together with all schedules, exhibits and attachments hereto, this "**Agreement**"), is made by and among The Children's Place, Inc., a Delaware corporation (collectively with its subsidiaries (other than TCP Brands, LLC and GYM-IPCO, LLC), the "**Merchant**") on the one hand, and Tiger Capital Group, LLC, SB360 Capital Partners, LLC and GA Retail Solutions, LLC (each a "**Consultant Party**" and collectively, "**Consultant**" and, together with Merchant, each a "**Party**" and collectively, the "**Parties**") on the other hand.

WITNESSETH:

WHEREAS, Merchant operates retail store locations in the United States and Canada and desires to retain Consultant to provide consulting services to Merchant with respect to the management and disposition (the "**Sale**") of the Merchandise and FF&E (each as defined below) at or in transit to Merchant's retail store locations identified on **Exhibit A** hereto and each other Merchant retail store location in the United States and Canada (all of the foregoing stores, including the stores referred to on Exhibit A, the "**Stores**") and the Merchandise and FF&E located at or in transit to Merchant's distribution centers, warehouses and storage facilities (such distribution centers, warehouses and storage facilities, the "**Warehouses**"), including those identified on **Exhibit B**, in the context of Store and Warehouse closings or similarly-themed sales, which Sale shall be effectuated both through the Stores and E-Commerce Platform (as defined below) in accordance with Section 16 hereof.

WHEREAS, Consultant is willing to serve as Merchant's consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "**Gross Proceeds**" means the aggregate of all proceeds received by Merchant that are derived from the sales of Merchandise made under this Agreement, including proceeds received in the form of cash, credit card, private label credit card, store and merchandise credits, gift certificates, gift cards, frequent shopper certificates, reward programs or similar programs, exclusive of applicable sales and other taxes, and after the application of all discounts. Gift certificates, gift cards and credits shall be counted in Gross Proceeds only when and to the extent redeemed for Merchandise, without duplication.

1.2 "**Merchandise**" shall mean all items of merchandise owned by Merchant that are located at the Stores, or located at the Warehouses, as of the Sale Commencement Date, and all items of merchandise owned by Merchant that are in-transit to the Stores and/or the Warehouses as of the Sale Commencement Date, provided that "Merchandise" does not include (i) any FF&E (or any other furniture, fixtures (trade or other), equipment), Additional Goods, goods held by Merchant on consignment, or goods which belong to sublessees, licensees or concessionaires of Merchant, (ii) any merchandise, furniture, fixtures (trade or other) and/or equipment (whether or not located at any Warehouse) sold by Merchant or any of its affiliates through Amazon or any other e-commerce channels independently from Consultant, (iii) any accounts receivable, intellectual property rights or real property, (iv) any merchandise, furniture, fixtures (trade or other) and/or equipment at any Store or Warehouse that Merchant may at any time notify to Consultant is to be removed from and not be subject to the Sale, in which case such item shall not be identified as (and shall be deemed not to be) Merchandise or (v) any merchandise, furniture, fixtures (trade or other) and/or equipment that have been sold to third parties as of the Sale Commencement Date and are in transit or awaiting shipment. In addition, store and merchandise credits, gift certificates, gift cards and the like shall not constitute Merchandise.

1.3 "**Sale Commencement Date**" shall mean November 4, 2026.

1.4 "**Sale**" shall have the meaning set forth in the recitals hereof.

1.5 "**Sale Expenses**" shall mean operating expenses incurred in connection with and attributable to the Sale during the Sale Term, including but not limited to (i) advertising and signage, (ii) Supervisor Costs, (iii) reasonable corporate travel expenses incurred in furtherance of the Sale and (iv) (solely to the extent incurred after the date of this Agreement in furtherance of the Sale) legal expenses. Attached hereto as **Exhibit C** is the budget agreed to between Merchant and Consultant (the "**Consultant Expense Budget**") setting forth the budget for Sale Expenses.

1.6 "**Sale Guidelines**" shall mean, collectively, the sale guidelines annexed as **Exhibit D-1** hereto in respect of the US Stores and those Warehouses located in the United States (the "**US Sale Guidelines**") and the sale guidelines annexed as **Exhibit D-2** hereto in respect of the Canada Stores and those Warehouses located in Canada (as defined below) (the "**Canadian Sale Guidelines**"), as may be approved, modified or amended by, in the case of the US Sale Guidelines, the Bankruptcy Court (as defined below) or, in the case of the Canadian Sale Guidelines, the Canadian Court (as defined below), which shall serve as the guidelines under which the Sale shall be conducted.

1.7 "**Sale Term**" shall mean, with respect to each Store, Warehouse and the E-Commerce Platform, the period of time beginning with the Sale Commencement Date and ending on such Store, E-Commerce Platform or Warehouse's Sale Termination Date.

1.8 "**Sale Termination Date**" shall mean February 28, 2027, unless (i) an earlier date is notified by Merchant to Consultant or (ii) such date is extended by agreement among Merchant, Consultant and the Lenders (it being understood that any additional Sale Expenses beyond the Consultant Expense Budget arising from an extension of the Sale Term shall be subject to mutual agreement).

1.9 "**Services**" shall mean the services to be performed by Consultant pursuant to Section 2.2 and the other provisions of this Agreement.

1.10 "**Store Employees**" shall mean those individuals who Merchant retains to employ in the Stores and, as applicable, in Warehouses, to conduct the Sale.

1.11 "**Supervisors**" shall mean the individuals whom Consultant shall engage to provide Services to Merchant in connection with the Sale.

1.12 "**Supervisor Costs**" shall have the meaning set forth in Section 2.3 of this Agreement.

2. CONSULTING

2.1 Merchant hereby retains Consultant and Consultant hereby agrees to serve as an independent consultant to Merchant to conduct the Sale and provide the other services, in each case as set forth herein. With respect to the Sale, Consultant shall serve as Merchant's sole and exclusive consultant relative thereto throughout the Sale Term, it being understood, for the avoidance of doubt, that the foregoing shall not preclude Merchant and its affiliates from selling any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon independently from Consultant prior to the Bankruptcy Case filing (or following the filing of the Bankruptcy Case, (a) with the consent of the Lenders (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms) or (b) in the event that the board of directors of The Children's Place, Inc. determines in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law), and provided that such exclusivity is consistent with Merchant's obligations under its other contracts in effect as of the date hereof, including (i) the Distribution and License Agreement between The Children's Place Services Company, LLC ("**TCPSC**") and Children's Apparel Network Ltd. dated November 19, 2025 (as amended) and (ii) the Authorization Letter between TCPSC and Network 360 Global, Inc. dated October 31, 2025 (and all related agreements thereunder). Following the filing of the Bankruptcy Case, Consultant shall not sell any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon without first obtaining the prior written consent of the Lenders (the "**Lender Consent**") to the economic terms of such sale (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms).

2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, Consultant shall provide Merchant with the following Services with respect to the conduct of the Sale, using commercially reasonable efforts to maximize the Gross Proceeds and complying at all times with the Sale Guidelines, applicable law, court orders and, in each case, subject to any further directions with respect to the Sale given by Merchant at any time until the end of the Sale Term:

(a) provide qualified, full-time Supervisors to assist Merchant in conducting the Sale as further described in Section 2.3 below;

(b) oversee the Sale of the Merchandise from the Stores and the Warehouses, which for the avoidance of doubt shall, to the extent requested by Merchant, include the effectuation of the Sale through e-commerce channels in accordance with Section 16 hereof;

(c) recommend and implement appropriate advertising to effectively sell the Merchandise during the Sale Term, consistent with the applicable sale theme agreed to with Merchant;

(d) recommend appropriate pricing, display and discounting of Merchandise, as well as recommend appropriate staffing levels for the Stores (including Store Employees), in each case subject to Merchant's prior approval;

(e) assist Merchant in connection with loss prevention, as appropriate;

(f) determine the applicable permits and governmental approvals necessary to conduct the Sale, and work with Merchant to obtain each in a timely and orderly fashion and prepare or cause to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant within the Consultant Expense Budget or a supplemental budget approved by Merchant in advance;

(g) maintain the confidentiality of all non-public information regarding Merchant received by Consultant or any representative thereof under or in connection with this Agreement (all of which is agreed to constitute "Confidential Information" for purposes of the Applicable Confidentiality Agreement (as defined below)) in accordance with the provisions of the applicable confidentiality agreements, dated October 6, 2026 with GA Retail Solutions, LLC, October 7, 2026 with Tiger Capital Group, LLC and October 8, 2026 with SB360 Capital Partners, LLC, each signed by The Children's Place, Inc. on the one hand, and the applicable Consultant Party on the other hand (each, an "**Applicable Confidentiality**

Agreement"), each of which shall survive this Agreement. Without limiting the generality of the foregoing, Consultant shall use Merchant's and customer data solely for the Services, maintain reasonable security safeguards, promptly notify Merchant of unauthorized access or disclosure, and return Merchant's data and customer data on request or conclusion of the Sale, subject to confidential archival retention required by law or for reconciliation, and shall comply with all applicable privacy laws in respect of any personal information of Merchant's customers or employees; provided that, notwithstanding anything herein to the contrary, Consultant shall not, to the extent practicable under the circumstances and permitted under applicable laws, have access to customer personal identifiable information; and

(h) provide, for no additional consideration, such other related services deemed necessary or prudent by Merchant and Consultant, acting reasonably, under the circumstances giving rise to the Sale.

2.3 In connection with the Sale, Consultant shall directly retain and engage the Supervisors. Each Supervisor shall be an independent contractor engaged by Consultant and not be and shall not be deemed to be an employee or agent of Merchant in any manner whatsoever; and it is understood and agreed that no Supervisor shall have or be deemed to have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for any Supervisor. In consideration of Consultant's engagement of the Supervisors, Merchant shall pay Consultant, as a Sale Expense, the budgeted amounts for Supervisors' services, out-of-pocket travel costs and deferred compensation based on the results of the Sale (collectively, the "**Supervisor Costs**"), which amount shall not exceed the amount budgeted therefor in the Consultant Expense Budget without the prior written consent of Merchant.

2.4 Title to all Merchandise shall remain with Merchant at all times during the Sale Term until such Merchandise is sold by or on behalf of Merchant. All sales of Merchandise shall be made on behalf of Merchant.

2.5 Merchant may upon three (3) days' notice notify Consultant (a) following either (x) the receipt of written consent of Wells Fargo Bank, National Association and Crystal Financial LLC d/b/a SLR Credit Solutions (together, the "**Lenders**"), or (y) the board of directors of The Children's Place, Inc. having determined in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law, that one or more Stores, Warehouses or the E-Commerce Platform shall no longer be included in the Sale, in which case such location shall no longer be identified as a Store, Warehouse or E-Commerce Platform, respectively, subject to the Sale hereunder, and as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to make any sales with respect to, or to any consideration in respect of any sales made at or with respect to such location (and shall not thereafter be required or permitted to effect any sales at or with respect to such location

unless and until Merchant notifies Consultant in writing that such location is once again in-scope) and/or (b) that any specific assets at one or more Stores or Warehouses shall no longer be included in the Sale (and/or should not be included in any FF&E sale), in which case (i) such asset(s) at such location(s) shall no longer be identified as Merchandise or otherwise for sale pursuant to this Agreement, (ii) as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to sell, or to any consideration in respect of any sales of, such assets (and shall not thereafter be required or permitted to effect any sales of such assets unless and until Merchant notifies Consultant in writing that such asset is once again in-scope), and (iii) Merchant and Consultant shall in good faith discuss an appropriate reduction in the Consultant Expense Budget in connection with any exclusion referred to in clause (i) and/or clause (ii). With effect from such notice from Merchant until such location or asset is no longer deemed part of the Sale in accordance with the preceding sentence, Consultant shall not for the avoidance of doubt seek to accelerate sales of such assets or at such locations (and to the extent practicable shall try to terminate all such sales prior to such third day), or increase or implement any new discounts or sale offerings at the affected location or with respect to the affected assets as compared to the discounts and sale offerings which were in place immediately prior to Merchant's notice. Merchant shall pay Consultant the Sale Expenses, the FF&E Fee, the FF&E Expenses and the Base Fee with regard to sales that occur prior to the date of such withdrawal.

2.6 With respect to the Stores, Warehouses and (solely after November 7, 2026) E-Commerce Platform, Consultant may advertise the Sale as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale; provided, that prior to November 7, 2026, Consultant may only advertise the Sale as conducted through the E-Commerce Platform as an "inventory blowout" or similar themed sale and not for the avoidance of doubt as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale. Notwithstanding anything to the contrary in this Agreement or in the Sale Guidelines, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage, including any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through the E-Commerce Platform) shall be subject to the reasonable approval in advance of Merchant.

3. EXPENSES

3.1 In connection with the Sale, Merchant shall be responsible for the payment of all expenses incurred in operating the Stores, the E-Commerce Platform and the Warehouses and conducting the Sale, including all Sale Expenses (to the extent included in the Consultant Expense Budget), subject to Section 15. All Sale Expenses shall be set forth on the Consultant Expense Budget which may only be amended with mutual agreement of Consultant and Merchant. Any Sale Expenses incurred by Consultant in excess of the Consultant Expense Budget without the prior written consent of Merchant shall be the sole responsibility of Consultant. Consultant shall not be entitled to any reimbursement from Merchant of any costs or expenses incurred under or in connection

with this Agreement that is not included in the Consultant Expense Budget (which such reimbursements shall be limited to the amounts set forth in the Consultant Expense Budget).

3.2 As an advance against Sale Expenses and to secure payment of the same, upon execution of this Agreement, Merchant shall pay Consultant a deposit towards the Consultant Expense Budget in the amount of $3,140,000 (the "**Deposit**"), which shall be applied against Sale Expenses, the FF&E Fee, the FF&E Expenses or the Base Fee (as defined below) at the end of the Sale Term with respect to all Stores, Warehouses and the E-Commerce Platform and to the extent not expended shall be returned to the Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree.

4. CONSULTANT'S FEES

4.1 Consultant shall be entitled to a base fee equal to two and one-half percent (2.5%) of the Gross Proceeds generated from the sale of the Merchandise through the Stores and Warehouses (including to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant but excluding for the avoidance of doubt Amazon or any other e-commerce channels operated independently from Consultant) during the Sale (the "**Base Fee**"); provided, however that notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Consultant be entitled to earn any Base Fee with respect to merchandise, furniture, fixtures (trade or other) and/or equipment that is sold through Amazon (whether sold through Consultant's efforts or otherwise) pursuant to purchase orders placed before the filing of the Bankruptcy Case (and the same shall be deemed not to be "Merchandise"). The Base Fee due to Consultant shall be paid weekly from the proceeds of the Sale after it is earned as provided below. For the avoidance of doubt, no Base Fee is payable on assets that do not constitute Merchandise or which are otherwise withdrawn from the Sale or are otherwise sales outside the Stores or the Warehouses (or to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant), and any disposition or sale of (or fees or consideration for the disposition or sale of) accounts receivable, intellectual property or real estate (or the provision of real estate services), if any, would require a separate written agreement with Merchant.

5. INVOICES; RECONCILIATION

5.1 Consultant shall submit invoices to Merchant on a weekly basis setting forth any actual, reasonable and documented Sale Expenses and FF&E Expenses it has incurred and the applicable portion of the Base Fee, the FF&E Fee and the Additional Goods Fee (as defined below) that have been earned during the prior one-week period, together with invoices and statements supporting such amounts. Within two business days of the submission of such invoices and supporting documents, any amount of such invoices not disputed by Merchant shall be paid in full by Merchant to Consultant or, in case of the Additional Goods Fee, by Consultant to Merchant. The Merchant shall include Sale Expenses, FF&E Expenses, and the Base Fee in the budget approved in any financing or

cash collateral order entered by the Bankruptcy Court; provided that no such amount shall be in contravention of the terms of this Agreement or in excess of the Consultant Expense Budget.

5.2 Within thirty (30) days following the Sale Termination Date, the Parties shall complete a final reconciliation of the Gross Proceeds from the Sale, the expenses incurred and the fee payable to Consultant (the "**Final Reconciliation**") and pay any amounts due hereunder.

6. STORE EMPLOYEES

6.1 Following consultation with Consultant regarding appropriate staffing levels for the Stores, Merchant shall select and use commercially reasonable efforts to seek to retain an appropriate number of Store Employees during the Sale Term to meet such staffing levels.

6.2 Subject to Section 9.1 hereof, Consultant shall have no liability to the Store Employees (or any of Merchant's former employees) with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable notice of termination, or any other expenses or liability arising from Merchant's employment of such Store Employees prior to, during, and subsequent to the Sale.

6.3 At Merchant's request, in the event that any Store Employees terminate their employment or services during the Sale Term, Consultant agrees to use commercially reasonable efforts to assist Merchant supplementing or replacing such Store Employees as mutually deemed necessary by the Parties with temporary employees (the "**Temporary Employees**"). Merchant shall be responsible for any wages payable with respect to such Temporary Employees during the Sale Term (following approval by Merchant of the engagement and compensation of such Temporary Employee), and to the extent such wages are payable by Consultant they shall be deemed Sale Expenses.

7. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

7.1 Consultant hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Each Consultant Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Consultant has taken all necessary action required to authorize the execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed by Consultant and is a valid and binding obligation of Consultant enforceable in accordance with its terms, subject only to any applicable

bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) No action or proceeding has been instituted or, to Consultant's knowledge, threatened, affecting the consummation of this Agreement or the transactions contemplated herein.

(d) Consultant will comply with and act in accordance with any and all applicable federal, state, provincial, municipal and local laws, rules and regulations and other legal obligations of all governmental authorities and the terms/restrictions of the underlying Store leases, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

8. REPRESENTATIONS AND WARRANTIES OF MERCHANT

8.1 Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or the Canadian Court, (ii) disclosed in any reports, statements or other documents filed with or furnished to the U.S. Securities and Exchange Commission and publicly available, together with all exhibits and schedules to the foregoing materials and all information incorporated therein by reference, in each case prior to the date of this Agreement (other than any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," "Quantitative and Qualitative Disclosures About Market Risk," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature), (iii) disclosed in the Merchant data room to which Consultant has been given access or (iv) is otherwise known by any Consultant Party as of the date of this Agreement, Merchant hereby represents, warrants and covenants in favor of Consultant as follows:

(a) Merchant has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Merchant shall have taken all necessary action required to authorize its execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement shall be a valid and binding obligation of Merchant enforceable in accordance with its terms, subject only to any applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) To the best of Merchant's knowledge, no action or proceeding has been instituted or threatened that affects the consummation of this Agreement or the transactions contemplated herein.

(d) Merchant will own on the Sale Commencement Date, and will own at all times during the Sale Term until they are sold, good and marketable title to all of the Merchandise, which Merchandise when sold shall be sold free and clear of all liens, claims and encumbrances of any nature with any such liens, claims and encumbrances to attach to the Gross Proceeds subject to the Base Fee, FF&E Fee and Sale Expenses.

(e) To the best of Merchant's knowledge: (i) Merchant has maintained its pricing files with respect to the Merchandise in the ordinary course of business, and prices charged to the public for such Merchandise are the same in all material respects as set forth in such pricing files for the periods indicated therein; and (ii) all pricing files as of the Sale Commencement Date relative to the Merchandise have been or upon request will be made available to Consultant.

(f) To the best of Merchant's knowledge, all Merchandise is in compliance with all applicable federal, provincial, state, municipal or local product safety laws, rules, and standards in all material respects.

(g) Throughout the Sale Term, Merchant will use commercially reasonable efforts to provide that Consultant shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, each of the Stores, the Merchandise, and the utilities and other services provided at the Stores. Merchant shall, throughout the Sale Term, use commercially reasonable efforts to maintain in good working order, condition and repair all cash registers, heating systems, air conditioning systems, elevators, escalators, and all other mechanical devices necessary for the conduct of the Sale at the Stores.

9. AFFIRMATIVE DUTIES OF CONSULTANT

9.1 Consultant shall indemnify and hold harmless Merchant and its affiliates and its and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Merchant Indemnified Parties**") from and against any and all claims, causes of action, demands, penalties, losses, liability, damage or other obligations, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Losses**"), resulting from or arising out of: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this

Agreement or the transactions contemplated hereby; (ii) any claims by any party engaged by Consultant as an employee or independent contractor (including Supervisors) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, or unemployment compensation claims, or claims for harassment or any other unlawful, tortious or otherwise actionable treatment); (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees, contractors, customers or representatives of any Merchant Indemnified Party by Consultant or any of its affiliates, or any of their respective representatives, including any Supervisor ("**Harassment Claims**"); (iv) any consumer warranty or products liability claims relating to Additional Goods; (v) any amounts related to sales taxes for Additional Goods; and (vi) the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale. Notwithstanding anything to the contrary in this Section 9.1, Consultant does not indemnify or hold harmless any Merchant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its affiliates, or its or their respective affiliates' officers, directors, employees, agents or representatives or Merchant's breach of this Agreement. For purposes of this Agreement, "**Losses**" shall exclude (x) punitive or exemplary damages, (y) any damages that are speculative or whose existence or amount cannot be established with reasonable certainty and (z) any indirect, incidental, special or consequential damages (including lost profits) except to the extent reasonably foreseeable as a natural probable consequence of the matter giving rise to the applicable claim, except in case of clause (x) and clause (z) to the extent paid by the applicable indemnified Party in connection with a third party claim.

9.2 Consultant shall comply with applicable federal, provincial, state, municipal and local laws, rules and regulations in connection with the Sale and otherwise in connection with this Agreement, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

9.3 Consultant shall conduct the Sale in accordance with the terms of this Agreement, the Sale Guidelines, the Order (as defined below), and with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Recognition Order (as defined below).

9.4 Consultant will not take any disciplinary action against any employee of Merchant or any of its affiliates, including any Store Employee.

9.5 Consultant shall use commercially reasonable efforts to cause all Supervisors, Temporary Employees and all other representatives and agents of Consultant to cooperate with Merchant and its agents in connection with the Sale during the Sale Term.

10. AFFIRMATIVE DUTIES OF MERCHANT

10.1 Merchant shall be solely liable for, and shall pay when due, all Sale Expenses (solely up to an amount not to exceed the Consultant Expense Budget) as well as (in each case excluding Sale Expenses) all other taxes, costs, expenses, accounts payable and other liabilities relating to the Sale, the Stores, Store Employees and Merchant's business operations during the Sale, including all occupancy expenses, excluding, in each case, any such matters (a) for which Consultant is required to indemnify Merchant pursuant to Section 9, (b) for which the taxes, costs, expenses, accounts payable or other liabilities are specifically otherwise allocated to Consultant pursuant to this Agreement or (c) which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.2 Merchant shall prepare and process all reporting forms, certificates, reports and other documentation required in connection with the payment of all applicable taxes for the Stores to the appropriate taxing authorities. Merchant shall collect all sales taxes from sales of Merchandise and Additional Goods, and shall pay the same to the appropriate taxing authorities in accordance with the applicable law.

10.3 Merchant shall use commercially reasonable efforts to cause all Store Employees and all other representatives and agents of Merchant to cooperate with Consultant and its agents in connection with the Sale during the Sale Term.

10.4 Merchant shall indemnify and hold harmless Consultant and its affiliates and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Consultant Indemnified Parties**") from and against any and all Losses resulting from or arising out of: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this Agreement or the transactions contemplated hereby; (ii) except in respect of Additional Goods, any failure by Merchant to pay when due any sales taxes to the proper taxing authorities, to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof, or to pay any amounts due pursuant to Section 10.1 hereof; (iii) any claims by any party engaged by Merchant as an employee or independent contractor (including Store Employees) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, unemployment compensation claims or claims by employees arising under workers' compensation or the WARN Act), other than (A) Harassment Claims or (B) claims arising from (1) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives (including for the avoidance of doubt any Supervisor or Temporary Employee) or (2) Consultant's breach of this Agreement; (iv) any liability or other claims, including, without limitation, any consumer warranty or products liability claims asserted by customers against Consultant or any Consultant Indemnified Party with respect to the Merchandise or FF&E, except claims arising from (A) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives or (B)

Consultant's breach of this Agreement; (v) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any employees, contractors, customers or representatives of any Consultant Indemnified Party by Merchant or any of its affiliates, or any of their respective representatives; (vi) the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale; and (vii) any liability or other claims arising out of liens, claims, interests and encumbrances asserted against the Merchandise or FF&E by any third parties. Notwithstanding anything to the contrary in this Section 10.4, Merchant does not indemnify and hold harmless any Consultant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.5 In connection with the Sale during the applicable Sale Term, Consultant shall utilize Merchant's trade name in Consultant's Sale-related advertising and on Consultant's website. The Sale of Merchandise shall be conducted utilizing the Merchant's trade names in a manner consistent with past practice; provided further that advertisements may be made in the manner specified in this Agreement in accordance with this Agreement. Except for the limited permission expressly provided in this Section 10.5, no right, title or interest in Merchant's trade names, trademarks, logos or trade dress is granted to Consultant, and all goodwill arising from their permitted use shall inure solely to the benefit of Merchant or the applicable owner. Upon expiration of the applicable Sale Term or earlier termination of this Agreement, Consultant shall cease such use and promptly remove the applicable materials from its website and other advertising channels.

11. INSURANCE

11.1 Merchant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance), consistent with its existing coverage, covering injuries to persons and property in or in connection with Merchant's operation of the Stores and the Warehouses and with respect to the E-Commerce Platform (as applicable), and shall cause Consultant to be an additional insured with respect to all applicable policies. Merchant shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence, willful misconduct or unlawful acts of Consultant or its employees, representatives, agents or Supervisors or Temporary Employees.

11.2 Consultant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in

connection with Consultant's provision of services at the Stores, and shall cause Merchant to be an additional insured with respect to applicable policies.

12. MISCELLANEOUS

12.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent electronically or by prepaid registered or certified mail, addressed as follows:

(a) in the case of Consultant:

TIGER CAPITAL GROUP, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attn: Mark P. Naughton
Senior General Counsel
Email: mnaughton@tigergroup.com

SB360 CAPITAL PARTNERS, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attn: Robert Raskin
Email: rraskin@sb360.com

GA RETAIL SOLUTIONS, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attn: Joseph Malfitano
Email: jmalfitano@gagroup.com

(b) in the case of Merchant:

The Children's Place, Inc.
500 Plaza Drive
Secaucus, NJ 07094
Attn: Kenneth Li
Email: kli@childrensplace.com

12.2 This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware without reference to any conflict of laws provisions to the extent they would have the effect of applying the laws of any other jurisdiction. Any action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement, the negotiation, execution, or

performance of this Agreement, or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement (each, an "**Agreement Dispute**") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the courts referred to in clause (a) and clause (b), the "**Chosen Courts**"). Each of the Parties irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. No Party will commence any Agreement Dispute except in the Chosen Courts, other than actions in any court of competent jurisdiction to enforce any order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine *of forum non-conveniens.* Venue would be proper in any of the Chosen Courts, and each Party hereby irrevocably waives any objection that any Chosen Court is an improper or inconvenient forum for any Agreement Dispute. Each of the Parties irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

12.3 ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. ANY AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.3.

12.4 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by, or invalid, under applicable law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction. Upon such determination that any provision is prohibited by, or invalid, under applicable law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the

transactions contemplated hereby are fulfilled to the fullest extent possible. If the Parties are unable to agree on such a modification, the court or other authority making such determination of prohibition or invalidity will have the power to reduce the scope, duration, area, or applicability of the provision, to delete specific words or phrases, or to replace the prohibited or invalid provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the prohibited or invalid provision.

12.5 This Agreement, together with the Applicable Confidentiality Agreements, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Merchant and Consultant. The Parties have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

12.6 Consultant may not assign this Agreement without the express prior written consent of Merchant. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Consultant shall have the right to syndicate its rights under this Agreement but in any event shall remain responsible to Merchant for all acts and omissions of any third party that Consultant syndicates its rights to (and the actions and omissions of such third parties for the avoidance of doubt shall be attributed to Consultant for purposes of Section 9.1 and the carveouts to Merchant's obligations pursuant to Section 10.4), and for the performance in accordance with this Agreement of the portion of the Services that are syndicated. Unless Merchant provides prior written consent, Consultant may syndicate rights only to firms with a similar reputation and standing in the applicable market as Consultant possesses in the United States.

12.7 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by electronic mail of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

12.8 Nothing contained herein shall be deemed to create any relationship between Consultant and Merchant other than that of an independent contractor. It is stipulated that the Parties are not partners or joint venturers.

12.9 Each of the Consultant Parties shall be jointly and severally liable for all obligations and liabilities of Consultant under this Agreement. Merchant may enforce any such obligation or liability against any one or more Consultant Parties without first seeking recovery from any other Consultant Party.

12.10 With respect to Merchant, The Children's Place, Inc. is authorized to act on behalf of each of its subsidiaries in all matters under this Agreement, including giving and

receiving notices, consents, approvals and other communications. Any action taken or notice or other communication given or received by The Children's Place, Inc. on behalf of any subsidiary under this Agreement shall be deemed taken, given or received on behalf of such subsidiary and shall be binding upon it.

12.11 In the event of any conflict or inconsistency between (i) this Agreement and the US Sale Guidelines, as may be approved, modified or amended by the Bankruptcy Court, the US Sale Guidelines shall govern with respect to the Stores located in the United States (the "**US Stores**"), and (ii) this Agreement and the Canadian Sale Guidelines, as may be approved, modified or amended by the Canadian Court, the Canadian Sale Guidelines shall govern with respect to the Stores located in Canada (the "**Canada Stores**") and the Warehouses located in Canada.

13. ADDITIONAL GOODS

13.1 After the Sale Commencement Date, upon the express prior written consent of Merchant with respect to each applicable Store, Consultant may deliver, at Consultant's sole cost and expense, to any Store certain items of merchandise (the "**Additional Goods**") of like kind and quality to the Merchandise in the Stores to be sold during the Sale. Merchant acknowledges that Consultant may discuss acquiring Additional Goods for the Sale with existing vendors of Merchant as well as Consultant's sources.

13.2 Consultant and Merchant intend that the transactions relating to the Additional Goods are, and shall be, construed as, a true consignment from Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to the Merchant the Additional Goods Fee (as defined below), at all times and for all purposes the Additional Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Additional Goods or the Additional Goods Proceeds, including the Lenders other than as as to the Additional Goods Fee payable to Merchant. The Merchant acknowledges that the Additional Goods shall be consigned to the Merchant as a true consignment under Article 9 of the Uniform Commercial Code. The Lenders shall not be granted any liens on the Additional Goods or the Additional Goods Proceeds (other than the Additional Goods Fee payable to Merchant) in any financing or cash collateral order entered by the Bankruptcy Court.

13.3 Consultant shall utilize distinct SKUs or other means to distinguish the Additional Goods from Merchandise at the Stores. The process shall be mutually acceptable to the Parties. Merchant shall collect all actual proceeds from sales of Additional Goods ("**Additional Goods Proceeds**") and distribute those proceeds to Consultant, less a fee to Merchant equal to six and one-half percent (6.5%) of Additional Goods Proceeds (the "**Additional Goods Fee**"), and less the applicable sales taxes from sales of Additional Goods, as part of the weekly reconciliation hereunder. Merchant shall collect applicable sales taxes from sales of Additional Goods at the point of sale and Merchant shall have full responsibility for the payment of such sales taxes to the appropriate taxing authorities in accordance with the applicable law, as well as in preparing and processing all reporting

forms, certificates, reports and other documentation required in connection with the payment of such taxes.

13.4 Subject to Merchant's consent, Consultant may make arrangements for the purchase of Additional Goods from Consultant's suppliers of goods as well as Merchant's existing suppliers of goods in a manner that is not disruptive to the Sale or Merchant's business relationships with such persons. To assist Consultant in that regard, from and after the date of this Agreement and solely on a non-binding basis without any liability to Merchant in connection therewith, Merchant shall, if requested by Consultant in writing, use Merchant's commercially reasonable efforts to assist Consultant with its efforts to negotiate orders with Merchant's suppliers for goods that Consultant is interested in purchasing as Additional Goods.

13.5 Immediately following the Sale Termination Date, Consultant shall remove, at its sole cost and expense, the remaining Additional Goods, if any, from the Stores. As part of the Final Reconciliation, Consultant and Merchant shall jointly prepare a final reconciliation of the sale of Additional Goods, consisting of a summary of Additional Goods Proceeds and any sales taxes paid in respect thereto. During the Sale, and until the Final Reconciliation is complete and all obligations under this Agreement have been satisfied, Merchant and Consultant shall have reasonable access to review and audit each other's records with respect to Additional Goods Proceeds and sales taxes related thereto. The Parties shall cooperate in good faith to resolve any disputes regarding such reconciliation. Upon completion of the Final Reconciliation, the Parties shall pay any remaining amounts necessary to give effect to the Additional Goods Fee under Section 13.3.

13.6. Consultant shall use its reasonable best efforts to ensure that sales of Additional Goods do not cannibalize sales of Merchandise.

14. FIXTURES

14.1 Consultant shall sell the furnishings, trade fixtures, equipment and improvements to real property owned by Merchant that are located in the Stores, the corporate and other offices of Merchant, and (solely after January 31, 2027) the Warehouses (collectively, "**FF&E**") for Merchant's benefit, for a commission equal to fifteen percent (15%) of the gross proceeds (net of applicable sales and other taxes) from the sale of such FF&E (the "**FF&E Fee**"), plus reimbursement of Consultant's actual, reasonable and documented out-of-pocket expenses incurred in connection with the sale of such assets (the "**FF&E Expenses**"), pursuant to a budget established by mutual agreement between Merchant and Consultant, provided that Consultant shall not sell any FF&E necessary for the operation of the E-Commerce Platform or located at the Owned Distribution Center or at any corporate office until Merchant provides its written approval, and shall ensure that FF&E sales with respect to all Stores and Warehouses and the E-Commerce Platform are effected in a manner that is not disruptive to the execution of the Sale. If requested in writing by Merchant, Consultant shall cease any and all FF&E sales as promptly as practicable and in any event within three days.

15. BANKRUPTCY

15.1 In the event that Merchant seeks relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**" and the case commenced thereby, a "**Bankruptcy Case**"), Merchant shall promptly seek United States Bankruptcy Court for District of New Jersey ("**Bankruptcy Court**") authority and approval (as applicable) to, among other things, (a) assume this Agreement and (b) conduct the Sale pursuant to the Sale Guidelines under sections 363 and 365 of the United States Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof). Such authority and approval will be sought pursuant to one or more interim and final orders (collectively, the "**Order**") with terms acceptable to both Merchant and Consultant that provide for, among other things, the following relief: (i) assumption of this Agreement; (ii) the payment of all fees and reimbursement of expenses hereunder to Consultant without further order of the Bankruptcy Court or the Canadian Court, free and clear of all liens, claims and encumbrances, on a weekly basis and otherwise in accordance with this Agreement; (iii) approval of the Sale Guidelines; (iv) approval of the transactions contemplated hereby, including the Sale pursuant to the Sale Guidelines and, in respect of the US Stores, without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale (it being acknowledged that the Sale at the Canada Stores and the Warehouses located in Canada shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, except as otherwise provided in the Canadian Sale Guidelines or ordered by the Canadian Court); (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) authorizing the sale of Additional Goods on the terms herein; (vii) inclusion of Consultant's fees and expenses in the budget approved in any financing order entered by the Bankruptcy Court; and (vii) authorizing Merchant to take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In the event of a Bankruptcy Case filing and subject to Section 15.2, and notwithstanding Section 12.2, the Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising in connection with this Agreement, including any legal action, suit or proceeding arising after the commencement of a Bankruptcy Case, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Order, if applicable, Consultant shall conduct the Sale in accordance with the terms of the Agreement, the Order, the Canadian Recognition Order (in respect of the Canada Stores and the Warehouses located in Canada) and the Sale Guidelines in all material respects. In the event Merchant commences a Bankruptcy Case and the Order is not entered by the Bankruptcy Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses actually incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court and (y) Consultant may, in its sole discretion, elect to apply the Deposit and/or to terminate this Agreement.

15.2 In the event of a Bankruptcy Case, Merchant shall, as soon as reasonably practicable following entry of each interim and final Order, as applicable, seek an order (the "**Canadian Recognition Order**") of the Ontario Superior Court of Justice (Commercial List) or such other court of competent jurisdiction (the "**Canadian Court**") in the proceedings commenced in respect of Merchant under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**Recognition Proceedings**") recognizing and giving full force and effect to the Order in Canada pursuant to section 49 of the CCAA. Consultant acknowledges and agrees that: (i) the Sale at the Canada Stores and the Warehouses located in Canada following the commencement of the Recognition Proceedings shall be subject to the Canadian Recognition Order, and Consultant shall conduct the Sale at the Canada Stores and the Warehouses located in Canada in accordance with the Canadian Recognition Order and the Canadian Sale Guidelines as approved by the Canadian Court; (ii) in the event of any conflict between this Agreement or the Order, on the one hand, and the Canadian Recognition Order or any other order of the Canadian Court, on the other hand, the orders of the Canadian Court shall govern solely with respect to the Canada Stores and the Warehouses located in Canada and the property of Merchant in Canada; (iii) notwithstanding Section 15.1 and Section 12.2, the Canadian Court shall have jurisdiction to resolve any dispute relating to the conduct of the Sale at the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or the property of Merchant in Canada, including any dispute with landlords of the Canada Stores and the Warehouses located in Canada; and (iv) Consultant shall cooperate with Merchant and any information officer appointed by the Canadian Court in the Recognition Proceedings (the "**Information Officer**"), including by providing such information as the Information Officer may reasonably require to report to the Canadian Court, and shall use commercially reasonable efforts to assist Merchant in resolving any objections to the relief sought in the Recognition Proceedings. In the event the Canadian Recognition Order is not granted by the Canadian Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses incurred in connection with the Sale at the Canada Stores and the Warehouses located in Canada through and including the day immediately after denial of such relief by the Canadian Court and (y) Consultant may, in its sole discretion, elect to terminate this Agreement solely with respect to the Canada Stores, the Warehouses located in Canada and the Sale in Canada, and this Agreement shall otherwise remain in full force and effect.

16. E-COMMERCE PLATFORM

16.1 Consultant shall have the right to use Merchant's e-commerce site and related sales platform ("**E-Commerce Platform**") in connection with the Sale to fulfill customer orders made during the Sale Term and otherwise promote, subject to Merchant's approval rights herein, the Sale (in Consultant's capacity as Consultant hereunder) and Merchant shall use commercially reasonable efforts to continue to seek to provide for the operation and maintenance of the E-Commerce Platform in the ordinary course of business

and seek to provide Consultant with reasonable assistance with respect to the functionality of the E-Commerce Platform, fulfillment of orders, and promotion of the Sale. Consultant shall use commercially reasonable efforts to notify Merchant of its intention to stop using the E-Commerce Platform as soon as possible. Upon discontinuing the use of the E-Commerce Platform as a sales platform to fulfill customer orders, Merchant, at its option, shall either (a) host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function or (b) shall cooperate with Consultant to allow Consultant to transition and host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function. Consultant and Merchant hereby further agree to the following: (i) all Merchandise sold through the E-Commerce Platform shall be counted based on shipments to customers; (ii) Merchant and Consultant shall mutually agree upon an allocation of Merchandise to be sold using the E-Commerce Platform, which Merchandise shall not be subject to the requirement to arrive at the Stores by the Sale Termination Date; (iii) Consultant shall be authorized to sell Additional Goods through the E-Commerce Platform, subject to Merchant's consent pursuant to Section 13.1; and (iv) the Parties may implement such other processes, procedures, and agreements as may be necessary or appropriate for the efficient and continued operation of the E-Commerce Platform. Merchant agrees that neither Merchant nor any other person or entity (other than Consultant) shall complete any sale of goods for Merchant's or any other person's or entity's account utilizing the E-Commerce Platform during the Sale Term and Merchant shall otherwise comply with Merchant's obligations under this Agreement in respect of the E-Commerce Platform. For the avoidance of doubt, Consultant's rights, and Merchant's obligations, with respect to the E-Commerce Platform pursuant to this Agreement shall not include any sales through Amazon.

IN WITNESS WHEREOF, each Party has executed this Agreement or caused this Agreement to be executed by its duly authorized officers as of the date first written above.

TIGER CAPITAL GROUP, LLC
By:
Name: Mark P. Waughton
Title: Senior General Counsel

GA RETAIL SOLUTIONS, LLC
By: Signed by:
7A3480027F27452...
Name: Joseph Malfitano
Title: President & Head of Retail, Merchant & Industrial Solutions

SB360 CAPITAL PARTNERS, LLC
By:
Name: Aaron Miller
Title: President

THE CHILDREN'S PLACE, INC. (on behalf of itself and its subsidiaries constituting Merchant)
By:
Name: John Szczepanski
Title: Chief Financial Officer

EXHIBIT A

(separately attached)

The Children's Place
Store List
Exhibit A

Str	Name/Mall	Address	City	ST	Zip	US / CA
2	Willowbrook Mall	2630 WILLOWBROOK MALL	Wayne	NJ	7470	US
6	Paramus Park	700 PARAMUS PARK	Paramus	NJ	7652	US
7	Springfield Mall	1250 BALTIMORE PIKE	Springfield	PA	19064	US
9	Deptford Mall	1750 DEPTFORD CENTER RD	Deptford	NJ	8096	US
15	Woodbridge Center	300 WOODBRIDGE CENTER DRI	Woodbridge	NJ	7095	US
17	Rockaway Townsquare	301 MT HOPE AVE	Rockaway	NJ	7866	US
24	Roosevelt Field	630 OLD COUNTRY ROAD	Garden City	NY	11530	US
28	Fairlane Town Center	18900 MICHIGAN AVE.	Dearborn	MI	48126	US
44	Southlake Mall	2109 SOUTHLAKE MALL	Merrillville	IN	46410	US
66	Willow Grove Park	2500 W MORELAND RD	Willow Grove	PA	19090	US
91	Harlem Irving Plaza	4014 N HARLEM AVE	Norridge	IL	60706	US
94	White Marsh Mall	8200 PERRY HALL BLVD	Baltimore	MD	21236	US
96	Staten Island Mall	2655 RICHMOND AVENUE	Staten Island	NY	10314	US
101	Annapolis Mall	2002 ANNAPOLIS MALL	Annapolis	MD	21401	US
104	North Riverside Park	7501 WEST CERMAK ROAD	North Riverside	IL	60546	US
107	Green Acres Mall	2010 GREEN ACRES MALL	Valley Stream	NY	11581	US
610	Kittery Premium Outlets	345 US-1	Kittery	ME	3904	US
641	Glenbrook Square	4201 COLDWATER RD	Fort Wayne	IN	46805	US
644	Jefferson Valley Mall	650 LEE BLVD.	Yorktown Heights	NY	10598	US
663	Danbury Fair	7 BACKUS AVE	Danbury	CT	6810	US
666	Emerald Square	999 SOUTH WASHINGTON ST.	North Attleboro	MA	2760	US
667	Walden Galleria	1 WALDEN GALLERIA	Buffalo	NY	14225	US
674	Franklin Mall	1455 FRANKLIN MILLS CIR	Philadelphia	PA	19154	US
677	The Shoppes at Buckland Hills	194 BUCKLAND HILLS DR	Manchester	CT	6040	US
678	St. Charles Towne Center	11110 MALL CIR	Waldorf	MD	20603	US
682	Queens Center	90-15 QUEENS BLVD.	Elmhurst	NY	11373	US
683	Freehold Raceway Mall	3710 US-9	Freehold Township	NJ	7728	US
685	Destiny USA	1 DESTINY USA DR	Syracuse	NY	13290	US
688	Florence Mall	2028 FLORENCE MALL	Florence	KY	41042	US
695	Hanes Mall	3320 SILAS CREEK PKWY	Winston-Salem	NC	27103	US
696	Coral Square Mall	9319 W. ATLANTIC BLVD.	Coral Springs	FL	33071	US
699	Kings Plaza Shopping Center	5100 KINGS PLAZA	Brooklyn	NY	11234	US
701	Mall at Rockingham Park	99 ROCKINGHAM PARK BLVD.	Salem	NH	3079	US
703	Mall Of America	60 E BROADWAY	Bloomington	MN	55425	US
707	South Shore Plaza	250 GRANITE ST	Braintree	MA	2184	US
711	Square One Mall	1201 BROADWAY	Saugus	MA	1906	US
715	Newport Centre	30 MALL DRIVE WEST	Jersey City	NJ	7310	US
718	Towson Town Center	825 DULANEY VALLEY ROAD	Towson	MD	21204	US
719	Northshore Mall	210 ANDOVER ST	Peabody	MA	1960	US
722	The Maine Mall	364 MAINE MALL RD	South Portland	ME	4106	US
725	Orland Square	288 ORLAND SQUARE DR	Orland Park	IL	60462	US
731	Bayridge	417-419 86TH STREET	Brooklyn	NY	11209	US
733	Castleton Square	6020 E 82ND ST	Indianapolis	IN	46250	US
735	Quaker Bridge Mall	3320 US-1	Lawrenceville	NJ	8648	US
739	Smith Haven Mall	304 SMITH HAVEN MALL	Lake Grove	NY	11755	US
740	South Shore Mall	1701 SUNRISE HWY	Bay Shore	NY	11706	US
743	River Oaks Center	96 RIVER OAKS CENTER DR	Calumet City	IL	60409	US
745	Oxford Valley Mall	2300 LINCOLN HIGHWAY	Langhorne	PA	19047	US
746	Cherry Hill Mall	2000 NJ-38	Cherry Hill	NJ	8002	US
748	Potomac Mills	2700 POTOMAC MILLS CIR	Woodbridge	VA	22192	US
753	Gurnee Mills	6170 WEST GRAND AVE.	Gurnee	IL	60031	US
755	Fox Valley Mall	2200 FOX VALLEY CENTER DR	Aurora	IL	60504	US
761	The Crossroads	6650 S WESTNEDGE AVE	Portage	MI	49024	US
767	South Hills Village	301 S HILLS VILLAGE	Pittsburgh	PA	15241	US
768	Brass Mills Center	495 UNION STREET	Waterbury	CT	6902	US
772	The Mall at Fairfield Commons	2727 FAIRFIELD CMNS	Beavercreek	OH	45431	US
775	Monroeville Mall	200 MALL CIR DR	Monroeville	PA	15146	US
776	Four Seasons Town Centre	410 FOUR SEASONS TOWN CEN	Greensboro	NC	27407	US
777	Fashion Outlet Of Niagara Falls USA	1900 MILITARY RD	Niagara Falls	NY	14304	US
778	Trumbull Mall	5065 MAIN ST	Trumbull	CT	6611	US
782	Roosevelt Mall	2329 COTTMAN AVE	Philadelphia	PA	19149	US
788	Summit Mall	3265 W MARKET ST	Akron	OH	44333	US
801	Connecticut Post Mall	1201 BOSTON POST RD	Milford	CT	6460	US
804	St. Clair Square	134 ST CLAIR SQUARE	Fairview Heights	IL	62208	US
811	Hamilton Place	2100 HAMILTON PL BLVD	Chattanooga	TN	37421	US
818	Millcreek Mall Complex	5800 PEACH ST	Erie	PA	16565	US
819	WestGate Mall	205 W BLACKSTOCK RD	Spartanburg	SC	29301	US
822	Fox River Mall	4301 W WISCONSIN AVE	Appleton	WI	54913	US
823	Haywood Mall	700 HAYWOOD RD	Greenville	SC	29607	US
824	Oak Park Mall	11215 W 95TH. STREET	Overland Park	KS	66214	US
828	Lehigh Valley Mall	250 LEHIGH VALLEY MALL	Whitehall	PA	18052	US
831	Tanger Outlets Commerce	800 STEVEN B TANGER BLVD	Commerce	GA	30529	US
834	SouthPark Mall	500 SOUTHPARK CENTER	Strongsville	OH	44136	US
835	Augusta Mall	3450 WHRIGHTSBORO RD	Augusta	GA	30909	US
837	Town Center At Cobb	400 ERNEST W BARRETT PKWY	Kennesaw	GA	30144	US
839	Fayette Mall	3401 NICHOLASVILLE RD	Lexington	KY	40503	US
840	Westfield Wheaton	11160 VEIRS MILL RD	Wheaton	MD	20902	US
841	Auburn Mall	385 SOUTHBRIDGE ST	Auburn	MA	1501	US
843	Park City Center	660 PARK CITY CENTER	Lancaster	PA	17601	US
847	Great Lakes Crossing Outlets	4000 BALDWIN RD	Auburn Hills	MI	48326	US
851	Lake Success Shopping Center	1526 UNION TPKE	New Hyde Park	NY	11040	US
853	Northwoods Mall	2150 NORTHWOODS BLVD	North Charleston	SC	29406	US
854	Southpark Mall	230 SOUTHPARK CIR	Colonial Heights	VA	23834	US
903	Oglethorpe Mall	7804 ABERCORN EXTENTION	Savannah	GA	31406	US
904	Cross Creek Mall	419 CROSS CREEK MALL	Fayetteville	NC	28303	US
906	Southlake Mall	1238 SOUTHLAKE MALL	Morrow	GA	30260	US
912	Hagerstown Premium Outlets	495 PREMIUM OUTLETS BLVD	Hagerstown	MD	21740	US
913	Governor's Square	1500 APALACHEE PKWY	Tallahassee	FL	32301	US
914	Plymouth Meeting Mall	500 GERMANTOWN PIKE	Plymouth Meeting	PA	19462	US
916	Northwoods Mall	2200 W WAR MEMORIAL DR	Peoria	IL	61613	US
918	Oakwood Mall	4800 GOLF ROAD	Eau Claire	WI	54701	US
920	Sawgrass Mills	12801 W SUNRISE BLVD	Sunrise	FL	33323	US
923	Greenwood Mall	2625 SCOTTSVILLE RD	Bowling Green	KY	42104	US
926	Dulles Town Center	21100 DULLES TOWN CIR	Sterling	VA	20166	US
929	Bergen Town Center	1 BERGEN TOWN CENTER	Paramus	NJ	7652	US
930	Towne East Square	7700 E KELLOGG DR	Wichita	KS	67207	US
933	The Mall at Barnes Crossing	1001 BARNES CROSSING RD	Tupelo	MS	38804	US
934	Mall of Georgia	3333 BUFORD DR	Buford	GA	30519	US
939	Providence Place	ONE PROVIDENCE PL	Providence	RI	2903	US
940	Northwest Arkansas Mall	4201 N SHILOH DR	Fayetteville	AR	72703	US
943	Concord Mills	8111 CONCORD MILLS BLVD	Concord	NC	28027	US
945	The Mills at Jersey Gardens	651 KAPKOWSKI ROAD	Elizabeth	NJ	7201	US
956	The Florida Mall	8001 SOUTH ORANGE BLOSSOM	Orlando	FL	32809	US
962	Fashion Centre @ Pentagon City	1100 S. HAYES ST.	Arlington	VA	22202	US
963	Jackson Premium Outlets	537 MONMOUTH RD	Jackson Township	NJ	8527	US
965	West Town Mall	7600 KINGSTON PIKE	Knoxville	TN	37919	US

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Str	Name/Mall	Address	City	ST	Zip	US / CA
969	Arbor Place Mall	1420 ARBOR PLACE MALL	Douglasville	GA	30135	US
975	The Empire Mall	4001 W 41ST STREET	Sioux Falls	SD	57106	US
977	Spotsylvania Towne Centre	137 SPOTSYLVANIA MALL DR	Fredericksburg	VA	22407	US
979	Washington Heights	600 WEST 181 ST	New York	NY	10033	US
982	Miami International Mall	1455 NW 107TH AVE	Doral	FL	33172	US
983	Columbiana Centre	100 COLUMBIANA CIR	Columbia	SC	29212	US
987	Five Towns	253-01 ROCKAWAY BLVD.	Rosedale	NY	11422	US
989	Woodbury Commons Premium Outlets	147 Niagara Lane	Central Valley	NY	10917	US
1010	Meadowood Mall	5000 MEADOWOOD MALL CIR	Reno	NV	89502	US
1011	CoolSprings Galleria	1800 GALLERIA BLVD	Franklin	TN	37067	US
1017	Katy Mills	5000 KATY MILLS CIR	Katy	TX	77494	US
1021	North Star Mall	7400 SAN PEDRO AVE	San Antonio	TX	78216	US
1024	Opry Mills	433 OPRY MILLS DR	Nashville	TN	37214	US
1025	Cape Cod Mall	769 IYANNOUGH RD	Hyannis	MA	2601	US
1028	Myrtle Avenue	57-37 MYRTLE AVE.	Queens	NY	11385	US
1029	First Colony Mall	16535 SOUTHWEST FWY	Sugar Land	TX	77479	US
1033	South County Center	18 S County Center Way	St. Louis	MO	63129	US
1034	Golden East Crossing	1100 N WESLEYAN BLVD	Rocky Mount	NC	27804	US
1039	Grapevine Mills	3000 GRAPEVINE MILLS PKWY	Grapevine	TX	76051	US
1041	Willowbrook Mall	2000 WILLOWBROOK MALL	Houston	TX	77070	US
1044	Oakridge Mall	925 BLOSSOM HILL ROAD	San Jose	CA	95123	US
1045	Galleria Dallas	13350 DALLAS PARKWAY	Dallas	TX	75240	US
1046	Town East Mall	2063 TOWN EAST MALL	Mesquite	TX	75150	US
1047	Chicago Ridge Mall	9500 RIDGELAND AVE	Chicago Ridge	IL	60415	US
1050	Solano Town Center	1350 TRAVIS BLVD	Fairfield	CA	94533	US
1051	University Park Mall	6501 N GRAPE ROAD	Mishawaka	IN	46545	US
1053	Valley Hills Mall	1960 US-70	Hickory	NC	28602	US
1058	Chesapeake Square Mall	4200 PORTSMOUTH BLVD	Chesapeake	VA	23321	US
1060	Layton Hills Mall	1201 N HILL FIELD RD	Layton	UT	84041	US
1063	Ingram Park Mall	6301 NW LOOP 410	San Antonio	TX	78238	US
1065	Tanger Outlet Branson	300 TANGER BLVD	Branson	MO	65616	US
1068	Westland Mall	1675 W 49TH ST	Hialeah	FL	33012	US
1069	FlatIron Crossing	1 W FLATIRON CROSSING DR	Broomfield	CO	80021	US
1071	Pembroke Lakes Mall	11401 PINES BLVD	Pembroke Pines	FL	33026	US
1074	Cielo Vista Mall	8401 GATEWAY BLVD W	El Paso	TX	79925	US
1075	Patrick Henry Mall	12300 JEFFERSON AVE	Newport News	VA	23602	US
1079	Northpark Mall	1200 E COUNTY LINE	Ridgeland	MS	39157	US
1080	Southern Hills Mall	4400 SERGEANT RD	Sioux City	IA	51106	US
1083	Altamonte Mall	451 E ALTAMONTE DR	Altamonte Springs	FL	32701	US
1084	Old Hickory Mall	2021 N HIGHLAND AVE	Jackson	TN	38305	US
1088	Mall Del Norte	5300 SAN DARIO AVE	Laredo	TX	78041	US
1099	La Plaza Mall	2200 S 10TH ST	McAllen	TX	78503	US
1100	Wrentham Village Premium Outlets	1 PREMIUM OUTLETS BLVD.	Wrentham	MA	2093	US
1102	Westgate Mall	200 WESTGATE DRIVE	Brockton	MA	2301	US
1203	Sunrise Mall	2370 NORTH EXPY	Brownsville	TX	78526	US
1204	Cumberland Mall	2860 CUMBERLAND MALL SE	Atlanta	GA	30339	US
1213	Galleria at Tyler	1299 GALLERIA AT TYLER	Riverside	CA	92503	US
1214	The Avenues	10300 SOUTHSIDE BLVD	Jacksonville	FL	32256	US
1215	Arden Fair	1689 ARDEN WAY	Sacramento	CA	95815	US
1217	La Palmera	5488 S PADRE ISLAND DR	Corpus Christi	TX	78411	US
1219	Northridge Mall	796 NORTHRIDGE DR	Salinas	CA	93906	US
1220	Boise Towne Square	350 N MILWAUKEE	Boise	ID	83704	US
1221	Plaza Bonita	3030 PLAZA BONITA	National City	CA	91950	US
1226	Countryside Mall	27001 US HWY 19 N	Clearwater	FL	33761	US
1231	Independence Mall	3500 OLEANDER DR	Wilmington	NC	28403	US
1233	Brandon Exchange	459 BRANDON TOWN CENTER D	Brandon	FL	33511	US
1234	Southridge Mall	5300 S 76TH ST	Greendale	WI	53129	US
1236	Lakeland Square Mall	3800 US HWY 98 N	Lakeland	FL	33809	US
1237	Westfield Culver City	6000 SEPULVEDA BOULEVARD	Culver City	CA	90230	US
1238	Southland Mall	ONE SOUTHLAND MALL DR	Hayward	CA	94545	US
1240	MainPlace Mall	2800 N MAIN ST	Santa Ana	CA	92705	US
1241	Lima Mall	2400 EILDA RD	Lima	OH	45805	US
1242	Great Mall	447 GREAT MALL DR	Milpitas	CA	95035	US
1250	Northridge Fashion Center	9301 TAMPA AVE	Northridge	CA	91324	US
1256	South Bay Galleria	1815 HAWTHORNE BLVD	Redondo Beach	CA	90278	US
1257	Orange Park Mall	1910 WELLS RD	Orange Park	FL	32073	US
1260	Mall At Prince George's	3500 EAST-WEST HWY	Hyattsville	MD	20782	US
1263	Lakewood Center	366 LAKEWOOD CENTER	Lakewood	CA	90712	US
1264	Dartmouth Mall	200 N DARTMOUTH MALL	Dartmouth	MA	2747	US
1266	Westgate Mall	7701 WEST I 40	Amarillo	TX	79121	US
1268	Town Center @ Waterfront	223 W.BRIDGE ST	Homestead	PA	15120	US
1273	The Mall at Stonecrest	2929 TURNER HILL RD	Stonecrest	GA	30038	US
1276	The Mall at Robinson	100 ROBINSON CENTER DR	Pittsburgh	PA	15205	US
1280	Hulen Mall	4800 S HULEN ST	Fort Worth	TX	76132	US
1282	Chandler Fashion Center	3111 W CHANDLER BLVD	Chandler	AZ	85226	US
1287	Bergenline Ave.	5815 BERGENLINE AVE.	West New York	NJ	7093	US
1288	Francis Scott Key Mall	5500 BUCKEYSTOWN PIKE	Frederick	MD	21703	US
1291	Valley Plaza	2701 MING AVE	Bakersfield	CA	93304	US
1298	Copperwood Village	6751 HIGHWAY 6 NORTH	Houston	TX	77084	US
1299	Arundel Mills	7000 ARUNDEL MILLS CIRCLE	Hanover	MD	21076	US
1305	Central Mall	5111 ROGERS AVE	Fort Smith	AR	72903	US
1307	Edison Mall	4125 CLEVELAND AVE	Fort Myers	FL	33901	US
1310	Meadows Mall	4300 MEADOWS LN	Las Vegas	NV	89107	US
1315	Woodland Hills Mall	7021 S MEMORIAL DR	Tulsa	OK	74133	US
1321	Baybrook Mall	500 BAYBROOK MALL	Friendswood	TX	77546	US
1407	Lakeline Mall	11200 LAKELINE MALL DR	Cedar Park	TX	78613	US
1408	Desert Sky Mall	7611 W THOMAS RD	Phoenix	AZ	85033	US
1411	Irving Mall	3880 IRVING MALL	Irving	TX	75062	US
1413	Superstition Springs Center	6555 E SOUTHERN AVE	Mesa	AZ	85206	US
1418	Colorado Mills	14500 W COLFAX AVE.	Lakewood	CO	80401	US
1421	Steinway Street	31-53 STEINWAY STREET	Astoria	NY	11103	US
1427	Triangle Town Center	5959 TRIANGLE TOWN BLVD	Raleigh	NC	27616	US
1429	Sugarloaf Mills	5900 SUGARLOAF PARKWAY	Lawrenceville	GA	30043	US
1430	Riverchase Galleria	2000 RIVERCHASE GALLERIA	Birmingham	AL	35244	US
1434	Coronado Center	6600 MENAUL BLVD NE	Albuquerque	NM	87110	US
1436	Pecanland Mall	4700 MILLHAVEN RD	Monroe	LA	71203	US
1439	The Shoppes at Eastchase	7274 EASTCHASE PKWY	Montgomery	AL	36117	US
1442	Arizona Mills	5000 ARIZONA MILLS CIRCLE	Tempe	AZ	85282	US
1443	Lighthouse Place Premium Outlets	601 WABASH ST	Michigan City	IN	46360	US
1447	Shoppes at Bel Air	3444 BEL AIR MALL	Mobile	AL	36606	US
1449	Montclair Place	5060 N MONTCLAIR PLAZA LN	Montclair	CA	91763	US
1450	Peachtree Mall	3131 MANCHESTER EXPY	Columbus	GA	31909	US
1451	Johnson Creek Premium Outlets	575 WEST LINMAR LANE	Johnson Creek	WI	53038	US
1452	The Forum At Olympia Parkway	8320 AGORA PKWY	Selma	TX	78154	US
1453	Rivertowne Commons	6147 OXON HILL RD	Oxon Hill	MD	20745	US
1454	Meyerland Plaza Shopping Cnt	565 MEYERLAND PLAZA	Houston	TX	77096	US

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Str	Name/Mall	Address	City	ST	Zip	US / CA
1461	Ontario Mills	1 MILLS CIR	Ontario	CA	91764	US
1464	Cottonwood Mall	10000 COORS BLVD	Albuquerque	NM	87114	US
1466	Valley View Mall	4802 VALLEY VIEW BLVD NW	Roanoke	VA	24012	US
1467	Louis Joliet Mall	3340 MALL LOOP DR	Joliet	IL	60431	US
1472	Pacific Avenue	6423 PACIFIC AVENUE	Huntington Park	CA	90255	US
1482	The Shops at Montebello	2134 MONTEBELLO TOWN CEN	Montebello	CA	90640	US
1484	South Park Mall	2310 SW MILITARY DRIVE	San Antonio	TX	78224	US
1496	Cross County Center	8000 MALL WALK	Yonkers	NY	10704	US
1499	Fashion Fair	645 E SHAW AVE	Fresno	CA	93710	US
1601	Camarillo Premium Outlets	950 CAMARILLO CENTER DRIVE	Camarillo	CA	93010	US
1605	Memorial City Mall	303 MEMORIAL CITY WAY	Houston	TX	77024	US
1608	Atlantic Square	2000 S ATLANTIC BLVD	Monterey Park	CA	91754	US
1616	Franklin Square Plaza	175 FRANKLIN ST	Bloomfield	NJ	7003	US
1623	Friendly Shopping Center	810 FRIENDLY CENTER ROAD	Greensboro	NC	27408	US
1630	Allen Premium Outlets	820 W STACY RD	Allen	TX	75013	US
1631	Capital City	3506 CAPITAL CITY MALL DR	Camp Hill	PA	17011	US
1634	Park Place	5870 E BROADWAY BLVD	Tucson	AZ	85711	US
1638	Gulfport Premium Outlets	10000 FACTORY SHOP BLVD	Gulfport	MS	39503	US
1639	Grove City Premium Outlets	1911 LEESBURG GROVE CITY R	Grove City	PA	16127	US
1643	Citrus Park Town Center	8021 CITRUS PARK TOWN	Tampa	FL	33625	US
1650	Barton Creek Square	2901 S CAPITAL OF TEXAS HWY	Austin	TX	78746	US
1653	The Mall Of Victor Valley	14400 BEAR VALLEY ROAD	Victorville	CA	92392	US
1654	Melbourne Square	1700 W NEW HAVEN AVE	Melbourne	FL	32904	US
1704	Coastal Grand Mall	2000 COASTAL GRAND CIR	Myrtle Beach	SC	29577	US
1709	Chicago Premium Outlets	1650 PREMIUM OUTLETS BLVD	Aurora	IL	60502	US
1711	South Plains Mall	6002 SLIDE RD	Lubbock	TX	79414	US
1712	Stonewood Center	423 STONEWOOD STREET	Downey	CA	90241	US
1713	The Mall at Greece Ridge	271 GREECE RIDGE CENTER DF	Rochester	NY	14626	US
1718	North Georgia Premium Outlets	800 GA-400	Dawsonville	GA	30534	US
1720	Aurora Farms Premium Outlets	549 S CHILLICOTHE RD	Aurora	OH	44202	US
1723	Ferry Street	181 FERRY STREET	Newark	NJ	7105	US
1727	Silver Sands Premium Outlets	10562 EMERALD COAST PKWY	Miramar Beach	FL	32550	US
1732	Magnolia Mall	2701 DAVID H MCLEOD BLVD	Florence	SC	29501	US
1733	Finger Lakes Premium Outlets	655 ROUTE 318 76	Waterloo	NY	13165	US
1734	Ellenton Premium Outlets	5233 FACTORY SHOPS BLVD	Ellenton	FL	34222	US
1737	Kingwood Commons	756 KINGWOOD DRIVE	Kingwood	TX	77339	US
1744	Jordan Creek Town Center	101 JORDAN CREEK PKWY	West Des Moines	IA	50266	US
1745	Gilroy Premium Outlets	8300 ARROYO CIRCLE	Gilroy	CA	95020	US
1750	Orlando International Premium Outlets	4951 INTERNATIONAL DR	Orlando	FL	32819	US
1752	Tanger Outlets Gonzales	2100 TANGER BLVD	Gonzales	LA	70737	US
1755	Pocono Premium Outlets	1000 PREMIUM OUTLETS DR	Tannersville	PA	18372	US
1806	Las Americas	4459 CAMINO DE LA PLAZA	San Diego	CA	92173	US
1815	Louisiana Boardwalk	315 BOARDWALK BLVD	Bossier City	LA	71111	US
1819	Indiana Premium Outlets	11875 NE EXECUTIVE DRIVE	Edinburgh	IN	46124	US
1820	Town Center at Aurora	14200 E ALAMEDA AVE	Aurora	CO	80012	US
1823	Northlake Mall	6801 NORTHLAKE MALL DRIVE	Charlotte	NC	28216	US
1826	Imperial Valley Mall	3451 S DOGWOOD AVE	El Centro	CA	92243	US
1827	Village at Sandhill	481 TOWN CENTER PL	Columbia	SC	29229	US
1835	The Promenade Shops at Centerra	5971 SKY POND DR	Loveland	CO	80537	US
1839	Parkdale Mall	6155 EASTEX FWY	Beaumont	TX	77706	US
1841	Yuma Palms	1490 SOUTH YUMA PALMS PKY	Yuma	AZ	85364	US
1843	Birch Run Premium Outlets	12240 BEYER RD	Birch Run	MI	48415	US
1844	Calhoun Outlet Marketplace	455 BELWOOD RD	Calhoun	GA	30701	US
1846	Williamsburg Premium Outlets	5715 RICHMOND RD	Williamsburg	VA	23188	US
1847	Santa Fe Place Mall	4250 CERRILLOS RD	Santa Fe	NM	87507	US
1852	Round Rock Premium Outlets	4401 N INTERSTATE HWY 35	Round Rock	TX	78664	US
1854	Logan Valley Mall	5580 GOODS LN	Altoona	PA	16602	US
1855	Arnot Mall	3300 CHAMBERS ROAD SOUTH	Horseheads	NY	14845	US
1856	Los Cerritos Center	239 LOS CERRITOS CENTER	Cerritos	CA	90703	US
1857	Outlets at the Dells	210 GASSER ROAD	Baraboo	WI	53913	US
1860	Vero Beach Outlet	1683/1685 94TH DRIVE	Vero Beach	FL	32966	US
1866	The Woodlands Mall	1201 LAKE WOODLANDS DR	The Woodlands	TX	77380	US
1867	Jacksonville Mall	375 JACKSONVILLE MALL	Jacksonville	NC	28546	US
1871	The Shops at Rockvale	35 S WILLOWDALE DR	Lancaster	PA	17602	US
1872	Wolfchase Galleria	2760 N GERMANTOWN PKWY	Memphis	TN	38133	US
1878	Gaffney Outlet Marketplace	1 FACTORY SHOPS BLVD	Gaffney	SC	29341	US
1888	Main Avenue	698 MAIN AVENUE	Passaic	NJ	7055	US
1898	Alamance Crossing	924 BOSTON DRIVE	Burlington	NC	27215	US
1902	Southaven Towne Center	6565 TOWNE CENTER LOOP	Southaven	MS	38671	US
1906	Wiregrass Commons Mall	900 COMMONS DR	Dothan	AL	36303	US
1908	The Shoppes @ Wyomissing	780 WOODLAND ROAD	Wyomissing	PA	19610	US
1913	Valdosta Mall	1700 NORMAN DRIVE	Valdosta	GA	31601	US
1917	Southland Mall	20505 SOUTH DIXIE HIGHWAY	Miami	FL	33189	US
1920	Yorktown Center	135 YORKTOWN SHOPPING CE	Lombard	IL	60148	US
1926	Inland Center	500 INLAND CENTER DR	San Bernardino	CA	92408	US
1927	Broadway Square	4601 S BROADWAY AVE	Tyler	TX	75703	US
1928	The Outlet Shoppes at El Paso	7051 S DESERT BLVD	Canutillo	TX	79835	US
1934	The Parks At Arlington	3811 SOUTH COOPER STREET	Arlington	TX	76015	US
1939	Outlets Ocean City	12741 OCEAN GATEWAY	Ocean City	MD	21842	US
1941	Rio Grande Valley Premium Outlets	5001 E EXPRESSWAY 83	Mercedes	TX	78570	US
1943	Tanger Outlets Deer Park	152 THE ARCHES CIR	Deer Park	NY	11729	US
1949	SouthBay Pavilion Mall	20700 AVALON BLVD	Carson	CA	90746	US
1951	Gulfgate Center	950 GULFGATE CENTER MALL	Houston	TX	77087	US
1953	Philadelphia Premium Outlets	18 LIGHTCAP RD	Pottstown	PA	19468	US
1958	Victoria Mall	7800 N NAVARRO ST	Victoria	TX	77904	US
1963	The Streets At Brentwood	2545 SAND CREEK ROAD	Brentwood	CA	94513	US
1969	Flagler Park Plaza	8219 W FLAGLER ST	Miami	FL	33144	US
1970	The Avenue at Murfreesboro	2615 MEDICAL CENTER PKWY	Murfreesboro	TN	37129	US
1976	Moreno Valley Mall	22500 TOWN CIRCLE SPACE 10	Moreno Valley	CA	92553	US
1983	Outlets at Lake Elsinore	17600 COLLIER AVE	Lake Elsinore	CA	92530	US
1994	Pearland Town Center	11200 BROADWAY ST	Pearland	TX	77584	US
2901	Puerto Rico Premium Outlets	1 PREMIUM OUTLETS BLVD	Barceloneta	PR	617	US
2902	Plaza Las Americas	525 AV. FRANKLIN DELANO RO	San Juan	PR	918	US
2907	Mayaguez Mall	975 AV. EUGENIO MARIA DE HO	Mayaguez	PR	680	US
2911	Trujillo Alto Plaza	PR-181	Trujillo Alto	PR	976	US
2916	Shops at Caguas	400 C. BETANCES	Caguas	PR	727	US
2917	Rexville Town Center	CARR 167 KM 17.6	Bayamon	PR	957	US
3001	The Shops at Pickering City Centre	1355 KINGSTON RD	Pickering	ON	L1V1B8	CA
3005	CF Carrefour Laval	3003 BOUL. LE CARREFOUR	Laval	QC	H7T1C8	CA
3006	Galeries d'Anjou	7999 BD DES GALERIES D'ANJO	Montreal	QC	H1M1W6	CA
3008	New Sudbury Centre	1349 LASALLE BLVD	Sudbury	ON	P3A1Z2	CA
3009	Cataraqui Town Centre	945 GARDINERS ROAD	Kingston	ON	K7M7H4	CA
3010	Woodbine Mall	500 REXDALE BLVD	Etobicoke	ON	M9W6K5	CA
3011	Cambridge Centre	355 HESPELER RD	Cambridge	ON	N1R6B3	CA
3012	St. Laurent Shopping Centre	1200 ST. LAURENT BLVD	Ottawa	ON	K1K3B8	CA
3013	Les Galeries De La Capitale	5401 BOUL DES GALERIES	Quebec	QC	G2K1N4	CA

The Children's Place
Store List
Exhibit A

Str	Name/Mall	Address	City	ST	Zip	US / CA
3016	Devonshire Mall	3100 HOWARD AVE	Windsor	ON	N8X3Y8	CA
3018	Place Versailles	7275 SHERBROOKE ST E	Montreal	QC	H1N1E9	CA
3019	White Oaks Mall	1105 WELLINTON RD	London	ON	N6E1V4	CA
3020	Place D'Orleans	110 PLACE D ORLEANS DR	Orleans	ON	K1C2L9	CA
3021	Laurier Quebec	2700 BD LAURIER	Quebec	QC	G1V2L8	CA
3023	Carrefour Angrignon	7077 NEWMAN BLVD	La Salle	QC	H8N1X1	CA
3026	Heartland Town Center	6075 MAVIS ROAD	Mississauga	ON	L5R4G6	CA
3102	Carlingwood Shopping Centre	2121 CARLING AVENUE	Ottawa	ON	K2A1H2	CA
3103	Halifax Shopping Center	7001 MUMFORD ROAD	Halifax	NS	B3L4N9	CA
3104	Bramalea City Centre	25 PEEL CENTRE DRIVE	Brampton	ON	L6T3R5	CA
3105	St. Vital Centre	1225 ST MARYS ROAD	Winnipeg	MB	R2M5E5	CA
3108	Quinte Mall	390 N FRONT ST	Belleville	ON	K8P3E1	CA
3109	West Edmonton Mall	8882 170TH STREET	Edmonton	AB	T5T4M2	CA
3114	CF Chinook Centre	6455 MACLEOD TRAIL	Calgary	AB	T2H0K9	CA
3204	Vaughan Mills	1 BASS PRO MILLS DR	Vaughan	ON	L4K5W4	CA
3208	Cornwall Centre	2101 11TH AVENUE	Regina	SK	S4P3Y6	CA
3209	Midtown	201 1st AVE S	Saskatoon	SK	S7K1J5	CA
3215	Windsor Crossing Premium Outlet Mall	1555 TALBOT RD	LaSalle	ON	N9H2N2	CA
3217	Sunridge Mall	2525 36 ST NE	Calgary	AB	T1Y5T4	CA
3219	Coquitlam Centre	2929 COQUITLAM CENTRE	Coquitlam	BC	V3B5R5	CA
3222	CF Champlain	477 PAUL ST	Dieppe	NB	E1A4X5	CA
3225	Toronto Premium Outlets	13850 STEELES AVE W	Halton Hills	ON	L7G 0J1	CA
3228	South Edmonton Common	1732 99 ST NW	Edmonton	AB	T6N1N5	CA
3229	Quartier DIX30	9090 BOULEVARD LEDUC	Brossard	QC	J4Y0A5	CA
3230	Scarborough Town Centre	300 BOROUGH DR	Scarborough	ON	M1P4P5	CA
3234	Intercity Shopping Centre	1000 FORT WILLIAM RD	Thunder Bay	ON	P7B6B9	CA
3241	Guildford Town Center	10355 152ND STREET	Surrey	BC	V3R7C1	CA
3253	CrossIron Mills	261055 CROSSIRON BLVD	Rockyview	AB	T4A0G3	CA
3255	Prairie Mall Shopping Centre	11801 100 STREET	Grande Prairie	AB	T8V3Y2	CA
3256	SmartCentres Eglinton East	1900 EGLINTON AVE E	Scarborough	ON	M1L2L9	CA
3259	Erin Mills Town Centre	5100 ERIN MILLS PKWY	Mississauga	ON	L5M4Z5	CA
3260	Lansdowne Place	645 LANSDOWNE STREET W	Peterborough	ON	K9J7Y5	CA
3261	Park Place Mall	501 1 AVE S	Lethbridge	AB	T1J4L9	CA
3263	Bower Place	4900 MOLLY BANNISTER DRIV	Red Deer	AB	T4R1N9	CA
3271	The Centre	3510 8 ST E	Saskatoon	SK	S7H0W6	CA
3272	Pine Centre Mall	3055 MASSEY DR	Prince George	BC	V2N2S9	CA
3275	Aberdeen Mall	1320 TRANS-CANADA HWY	Kamloops	BC	V1S1J2	CA
3291	Place Vertu	3131 BLVD. COTE-VERTUE OUE	Saint-Laurent	QC	H4R1Y5	CA
3296	Kildonan Place	1555 REGENT AVE W	Winnipeg	MB	R2C4J2	CA
3298	Shoppers Mall	1570 18TH ST	Brandon	MB	R7A5C5	CA
3299	Avalon Mall	48 KENMOUNT RD	St. Johns	NL	A1B 1W3	CA
3321	The Stockyards	1980 ST. CLAIR AVENUE WEST	Toronto	ON	M6N 0A3	CA
3323	Conestoga Mall	550 KING ST N	Waterloo	ON	N2L 5W6	CA
3324	Eastgate Square	75 CENTENNIAL PKWY N	Hamilton	ON	L8E 2P2	CA
3333	Tsawwassen Mills	5000 CANOE PASS WAY	Tsawwassen	BC	V4M0B3	CA
3336	Dixie Outlet Mall	1250 S Service Road	Mississauga	ON	L5E 1V4	CA
3337	Tanger Cookstown	3311 County Road 89	Cookstown	ON	L0L 1L0	CA
4005	The Outlets at Orange	20 CITY BLVD W	Orange	CA	92868	US
4030	Center City Mall	301 MAIN ST	Paterson	NJ	7505	US
4031	Turtle Creek Crossing	6143 US-98	Hattiesburg	MS	39402	US
4032	OKC Outlets	7625 W RENO AVE	Oklahoma City	OK	73127	US
4042	Baytown Village Shopping Ctr.	4665 GARTH ROAD	Baytown	TX	77521	US
4043	Harlingen Corners	2819 W. EXPRESSWAY	Harlingen	TX	78550	US
4047	Alexandria Mall	3437 MASONIC DR	Alexandria	LA	71301	US
4061	Jersey Shore Premium Outlets	1 PREMIUM OUTLET BLVD	Tinton Falls	NJ	7753	US
4070	Grand Prairie Premium Outlets	2950 W INTERSTATE 20	Grand Prairie	TX	75052	US
4072	The Shops at Palm Desert	72-840 CA-111	Palm Desert	CA	92260	US
4073	Chesterfield Towne Center	11500 MIDLOTHIAN TURNPIKE	Richmond	VA	23235	US
4074	Cincinnati Premium Outlets	400 PREMIUM OUTLETS DR	Monroe	OH	45050	US
4077	Mount Berry Mall	2770 MARTHA BERRY HWY	Rome	GA	30165	US
4078	LaGrange Mall	1501 LAFAYETTE PKWY	LaGrange	GA	30241	US
4081	Shoppes at Rio Grande Valley	419 E TRENTON RD	Edinburg	TX	78539	US
4083	Woodburn Premium Outlets	1001 N ARNEY RD	Woodburn	OR	97071	US
4086	Longview Towne Crossing	3098 N EASTMAN RD	Longview	TX	75605	US
4098	Mesa Mall	2424 US-6	Grand Junction	CO	81505	US
4105	Dalton Mall	816 WALNUT SQUARE BLVD	Dalton	GA	30721	US
4106	Mesilla Valley Mall	700 S TELSHOR BLVD	Las Cruces	NM	88011	US
4108	Hillside Village	305 FM1382	Cedar Hill	TX	75104	US
4109	Statesboro Mall	325 NORTHSIDE DR E	Statesboro	GA	30458	US
4112	El Paseo Marketplace	1886 JOE BATTLE BLVD	El Paso	TX	79936	US
4114	Meridian Crossroads	131 S FRONTAGE ST	Meridian	MS	39301	US
4115	Bay Plaza	200 BAYCHESTER AVE	Bronx	NY	10475	US
4117	Valley Mall	2529 MAIN STREET	Union Gap	WA	98903	US
4125	The Outlet Shops Of Grand River	6200 GRAND RIVER BLVD E	Leeds	AL	35094	US
4129	Northline Commons	4400 NORTH FWY	Houston	TX	77022	US
4145	Hitchcock Plaza	427 FABIAN DR	Aiken	SC	29803	US
4151	Tanger Outlets Mebane	4000 ARROWHEAD BOULEVARD	Mebane	NC	27302	US
4158	Alamo Ranch	5419 W LOOP 1604 N	San Antonio	TX	78253	US
4159	Mall de las Aguilas	455 S BIBB AVE	Eagle Pass	TX	78852	US
4166	Grand Teton Mall	2300 E 17TH ST	Idaho Falls	ID	83404	US
4176	The Centre At Salisbury	2300 N SALISBURY BLVD	Salisbury	MD	21801	US
4177	The Hub	2918 THIRD AVENUE	Bronx	NY	10455	US
4182	Hammond Square	401 PALACE DR	Hammond	LA	70403	US
4183	Yuba Sutter Mall	1215 COLUSA AVENUE	Yuba City	CA	95991	US
4184	South Hill Mall	3500 S MERIDIAN	Puyallup	WA	98373	US
4186	Salmon Run Mall	21182 SALMON RUN LOOP W	Watertown	NY	13601	US
4196	Visalia Mall	2031 SOUTH MOONEY BLVD	Visalia	CA	93277	US
4198	23 Broad Street	23 BROAD STREET	Elizabeth	NJ	7201	US
4207	Carolina Mall	1480 CONCORD PKWY N	Concord	NC	28025	US
4208	Berkeley Commons	1203 BERKELEY BLVD	Goldsboro	NC	27534	US
4209	Governor's Square	2801 WILMA RUDOLF BLVD	Clarksville	TN	37040	US
4210	Centralia Factory Outlets	1311 LUM ROAD	Centralia	WA	98531	US
4211	Hanford Mall	1675 WEST LACEY BLVD	Hanford	CA	93230	US
4213	Music City Mall	4201 E 42ND ST	Odessa	TX	79762	US
4214	La Gran Plaza de Fort Worth	4200 SOUTH FWY	Fort Worth	TX	76115	US
4216	The Outlets at Lake George	1444 STATE ROUTE 9	Lake George	NY	12845	US
4219	Crossways Shopping Center	1412 GREENBRIER PARKWAY	Chesapeake	VA	23320	US
4220	Manassas Mall	8300 SUDLEY RD	Manassas	VA	20109	US
4227	Beachwood Place	26300 CEDAR RD	Beachwood	OH	44122	US
4229	Carolina Premium Outlets	1025 OUTLET CENTER DRIVE	Smithfield	NC	27577	US
4230	Jefferson Mall	4801 OUTER LOOP	Louisville	KY	40219	US
4231	Plaza Mexico	3170 E. IMPERIAL HIGHWAY	Lynwood	CA	90262	US
4232	Panorama Mall	8401 VAN NUYS BLVD	Panorama City	CA	91402	US
4238	Torre Vista Shopping Center	10325 LAKE JUNE ROAD	Dallas	TX	75217	US
4251	Pelham	2184 WHITE PLAINS ROAD	Bronx	NY	10462	US
4255	The Shops at Wiregrass	28211 PASEO DR	Wesley Chapel	FL	33543	US

The Children's Place
Store List
Exhibit A

Str	Name/Mall	Address	City	ST	Zip	US / CA
4256	Mystic Mall	170 EVERETT AVE	Chelsea	MA	2150	US
4258	The Shoppes at River Crossing	5080 RIVERSIDE DR	Macon	GA	31210	US
4259	Cypresswood Court	19507 NORTH FREEWAY	Spring	TX	77388	US
4263	Outlets of Mississippi	200 BASS PRO DRIVE	Pearl	MS	39208	US
4264	Tanger Outlets Houston	5885 GULF FWY	Texas City	TX	77591	US
4265	Fountains on the Lake	12520 FOUNTAIN LAKES CIR	Stafford	TX	77477	US
4269	Grand Central Mall	100 GRAND CENTRAL MALL	Vienna	WV	26105	US
4273	Huntington Mall	500 MALL ROAD & I-64	Barboursville	WV	25504	US
4287	San Francisco Premium Outlets	2774 LIVERMORE OUTLETS DR	Livermore	CA	94551	US
4290	Animas Valley Mall	4601 E MAIN ST	Farmington	NM	87402	US
4297	Gateway Center 2	501 GATEWAY DRIVE	Brooklyn	NY	11239	US
4299	Merrimack Premium Outlets	80 PREMIUM OUTLETS BOULEV	Merrimack	NH	3054	US
4308	The Outlet Shoppes at Atlanta	915 RIDGEWALK PKWY	Woodstock	GA	30188	US
4309	Gran Plaza Outlets	888 W 2ND ST	Calexico	CA	92231	US
4310	Outlets at Traverse Mountain	3700 CABELA'S BLVD	Lehi	UT	84048	US
4311	The Shoppes at Webb Gin	1350 SCENIC HWY S	Snellville	GA	)078-7907	US
4318	Charter Oak Marketplace	475 FLATBUSH AVE	Hartford	CT	3106-3601	US
4319	Tanger Outlets Palm Beach	1751 PALM BEACH LAKES BLVD	West Palm Beach	FL	33401	US
4320	Phoenix Premium Outlets	4976 PREMIUM OUTLET WAY	Chandler	AZ	85226	US
4324	Crabtree Valley Mall	4325 GLENWOOD AVE	Raleigh	NC	27612	US
4330	Tanger Outlets National Harbor	6800 OXON HILL RD	National Harbor	MD	20745	US
4331	Blue Star Shopping Center	1701 US-22	Watchung	NJ	'069-6512	US
4333	Firewheel Town Center	640 BEEBALM LANE	Garland	TX	75040	US
4355	Crossroads Mall	2 CROSSROADS MALL	Mount Hope	WV	25880	US
4362	St. Louis Premium Outlets	18521 OUTLET BOULEVARD	Chesterfield	MO	63005	US
4363	Southern Boulevard	963 SOUTHERN BOULEVARD	Bronx	NY	10459	US
4366	Charlotte Premium Outlets	5512 NEW FASHION WAY	Charlotte	NC	28217	US
4368	Parkway Place	2801 S MEMORIAL PKWY	Huntsville	AL	35801	US
4369	Ohio Valley Mall	67800 MALL RD	St Clairsville	OH	43950	US
4381	Outlets at Little Rock	11201 BASS PRO PARKWAY	Little Rock	AR	72210	US
4382	Tanger Asheville	800 BREVARD RD	Asheville	NC	28806	US
4385	Las Vegas South Premium Outlets	7400 LAS VEGAS BLVD S	Las Vegas	NV	89123	US
4388	The Outlet Shoppes of the Bluegrass	1155 BUCK CREEK RD	Simpsonville	KY	40067	US
4394	Springfield Town Center	6500 SPRINGFIELD MALL	Springfield	VA	22150	US
4402	Jerome Avenue	3451 JEROME AVENUE	Bronx	NY	10467	US
4403	The Outlet Shoppes at Laredo	1600 WATER ST	Laredo	TX	78040	US
4409	Tanger Outlets Fort Worth	15853 N FWY	Fort Worth	TX	76177	US
4412	Liberty Center	7100 FOUNDRY ROW	Liberty Township	OH	45069	US
4415	Christiana Mall	132 Christiana Mall	Newark	DE	19702	US
4417	Orlando Vineland Premium Outlets	8200 VINELAND AVE	Orlando	FL	32821	US
4440	Valencia Town Center	24201 VALENCIA BLVD	Valencia	CA	91355	US
4444	Mayfair	2500 N MAYFAIR RD	Wauwatosa	WI	53226	US
4450	Outlets at Tejon	5701 OUTLETS AT TEJON PKWY	Arvin	CA	93203	US
4454	Dolphin Mall	11401 NW 12th Street	Miami	FL	33172	US
4455	Houston Premium Outlets	29300 HEMPSTEAD RD	Cypress	TX	77433	US
4464	Woodfield Mall	5 WOODFIELD MALL	Schaumburg	IL	60173	US
4481	Sunvalley Mall	311 Sunvalley Mall	Concord	CA	94520	US
4484	Leesburg Premium Outlets	241 Fort Evans Road NE	Leesburg	VA	20176	US
4485	The SoNo Collection	100 N WATER ST	Norwalk	CT	6854	US
4492	Gloucester Premium Outlets	100 PREMIUM OUTLET DR	Blackwood	NJ	8012	US
4498	Broward Mall	8000 W BROWARD BLVD	Plantation	FL	33388	US
4499	Viewmont Mall	100 Viewmont Mall	Scranton	PA	18508	US
4501	Tanger Atlantic City	30 N. Michigan Avenue	Atlantic City	NJ	8401	US
4502	Tanger Charleston	4840 Tanger Outlets Boulevard	North Charleston	SC	29418	US
4503	Tanger Rehoboth	36470 Seaside Outlet Drive	Rehoboth Beach	DE	19971	US
4504	Tanger Riverhead	504 Tanger Mall Drive	Riverhead	NY	11901	US
4505	Tanger San Marcos	4015 Interstate 35 South	San Marcos	TX	78666	US
4506	Tanger Hilton Head	1414 Fording Island Road	Bluffton	SC	29910	US
4507	Tanger Pittsburgh	2200 Tanger Boulevard	Washington	PA	15301	US
4508	Tanger Foxwoods	455 Trolley Line Boulevard	Mashantucket	CT	6338	US
4509	Outlet Collection Seattle	1101 Outlet Collection Way SW	Auburn	WA	98001	US
4510	Outlets of Des Moines	567 Bass Pro Drive	Altoona	IA	50009	US
4511	Twin Cities Premium Outlets	3965 Eagan Outlets Parkway	Eagan	MN	55121	US
4512	Menlo Park Mall	55 Parsonage Road	Edison	NJ	8837	US
4513	Pleasant Prairie Premium	11211 120th Avenue	Pleasant Prairie	WI	53158	US
4514	Fashion Outlet Chicago	5220 Fashion Outlets Way	Rosemont	IL	60018	US
4515	Tanger Kansas City @ Legends	1843 Village West Parkway	Kansas City	KS	66111	US
4516	Tanger Outlets Locust Grove	1000 Tanger Drive	Locust Grove	GA	30248	US
4517	Tanger Columbus	400 S Wilson Road	Sunbury	OH	43074	US
4518	Florida Keys Outlet Marketplace	250 E Palm Dr	Florida City	FL	33034	US
4519	Albertville Premium Outlets	6415 Labeaux Avenue NE	Albertville	MN	55301	US
4520	Clarksburg Premium Outlets	22705 Clarksburg Road	Clarksburg	MD	20871	US
4521	Denver Premium Outlets	13801 Grant Street	Thornton	CO	80023	US
4522	Norfolk Premium Outlets	1600 Premium Outlets Boulevard	Norfolk	VA	23502	US
4523	Pismo Beach Premium Outlets	333 Five Cities Drive	Pismo Beach	CA	93449	US
4524	Queenstown Premium Outlets	441 Outlet Center Drive	Queenstown	MD	21658	US
4525	Seattle Premium Outlets	10600 Quil Ceda Blvd	Tulalip	WA	98271	US
4526	St. Augustine Premium Outlets	2700 State Road 16	St. Augustine	FL	32092	US
4527	Tampa Premium Outlets	2224 Grand Cypress Drive	Lutz	FL	33559	US
4528	Tucson Premium Outlets	6401 West Marana Center Blvd.	Tucson	AZ	85742	US
4529	Tulsa Premium Outlets	801 East Outlet Drive	Jenks	OK	74037	US
4530	Vacaville Premium Outlets	321 Nut Tree Road	Vacaville	CA	95687	US
7001	Garden State Plaza	One Garden State Plaza	Paramus	NJ	7652	US
7002	Desert Hills Premium	48400 Seminole Drive	Cabazon	CA	92230	US
7003	Las Vegas Premium North	785 South Grand Central Parkway	Las Vegas	NV	89106	US
7004	San Francisco Premium Outlets	2660 Livermore Outlets Drive	Livermore	CA	94551	US
7005	Wrentham Village Premium Outlets	1 Premium Outlets Boulevard	Wrentham	MA	2093	US

EXHIBIT B

Warehouses

The Merchant-owned distribution center located at 1377 Airport Rd W, Fort Payne, Alabama 35968 (the "**Owned Distribution Center**");

The Radial distribution center located at 6100 Freemont Blvd, Mississauga, Ontario, L5R 3V7 Canada;

The temporary storage facilities operated internationally by Allport Cargo Services and/or DP World that hold Merchant inventory from time to time;

The Maersk warehouse located at Unit A7-A9, Lots D40 and D44, Tanjung Pelepas Free Zone, Port of Tanjung Pelepas, Gelang Patah, Johor, Malaysia; and

The warehouses located at:

- 85 North Street, Piedmont, AL 36272;
- 202 35th Street NE, Fort Payne, AL 35968;
- 204 35th Street NE, Fort Payne, AL 35968;
- 208 35th Street NE, Fort Payne, AL 35968; and
- 405 Beason Gap Rd, Fort Payne, AL 35967.

EXHIBIT C

Consultant Expense Budget

(separately attached)

EXHIBIT C
CONSULTANT EXPENSE BUDGET
FEB SALE TERMINATION

ADVERTISING	$24,710,000
SUPERVISION	9,322,000
MISC / LEGAL	100,000
TOTAL	**34,132,000**

EXHIBIT D-1

US Sale Guidelines

(separately attached)

EXHIBIT D-1

US SALE GUIDELINES

The following procedures shall apply to the sales of Merchandise and FF&E at the Stores, Warehouses and corporate offices in the US.

1. The Sale will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.

2. The Sale will be conducted in accordance with applicable state and local "Blue Laws," and thus, where such a law is applicable, no Sale will be conducted on Sunday unless the Merchant has been operating such stores on Sundays.

3. On "shopping center" property, neither the Merchant nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any stores' premises, unless permitted by the applicable lease or if distribution is customary in the "shopping center" in which such store is located; *provided* that the Merchant and the Consultant may solicit customers in the stores themselves. On "shopping center" property, neither the Merchant nor the Consultant shall use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.

4. Subject to Section 14.1 of the Consulting Agreement, the Merchant and the Consultant shall have the right to use and sell the FF&E. The Merchant and the Consultant may advertise the sale of the FF&E in a manner consistent with these Sale Guidelines. The purchasers of any FF&E sold during the Sale shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of a Store in a shopping bag.

5. Subject to Section 2.6 of the Consulting Agreement, (a) the Merchant and the Consultant may, but are not required to, advertise the Sale as "store closing," "sale on everything/everything on sale," "everything must go," "going out of business," or similarly themed Sale and (b) the Merchant and the Consultant may also have a "countdown to closing" sign prominently displayed in a manner consistent with these Sale Guidelines.

6. Subject to Section 2.6 of the Consulting Agreement, the Merchant and the Consultant shall be permitted to utilize sign walkers, displays, hanging signs, and interior banners in connection with the Sale; *provided* that such sign walkers, displays, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Merchant nor the Consultant shall use neon or day-glo on their sign walkers, displays, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall stores and (b) enclosed mall stores to the extent

the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the storefront of the Store. In addition, the Merchant shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable lease agreement.

7. Neither the Merchant nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.

8. Affected landlords will have the ability to negotiate with the Merchant, or at the Merchant's direction, the Consultant, modifications to the Sale Guidelines. The Merchant and the landlord of any Store are authorized to enter into agreements ("**Side Letters**") without further order of the Bankruptcy Court, *provided*, that Side Letters do not have a material adverse effect on the Merchant or their estates.

9. To the extent relevant, and as set forth in more detail in the Consulting Agreement, conspicuous signs will be posted in each of the affected stores to the effect that all Sale are "final."

10. The Merchant will keep store premises and surrounding areas clear and orderly, consistent with past practices.

11. An unexpired nonresidential real property lease will not be deemed rejected by reason of the Sale or the adoption of these Sale Guidelines.

12. The rights of landlords against the Merchant for any damages to a store shall be reserved in accordance with the provisions of the applicable lease.

13. If and to the extent that the landlord of any Store contends that the Merchant or the Consultant are in breach of or default under these Sale Guidelines, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

<u>If to the Merchant</u>:
The Children's Place, Inc
500 Plaza Drive
Secaucus, NJ 07094
Attention: John Szczepanski
E-mail Address: JSzczepanski@childrensplace.com

with copies to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Gregory Pesce, Amanda Parra Criste and Varoon Sachdev
E-mail Address: gregory.pesce@whitecase.com, aparracriste@whitecase.com, varoon.sachdev@whitecase.com

If to the Consultant:

GA Retail Solutions, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attention: Joseph Malfitano
Email Address: jmalfitano@gagroup.com

and

SB360 Capital Partners, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attention: Robert Raskin
Email Address: rraskin@sb360.com

and

Tiger Capital Group, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attention: Mark P. Naughton
Email Address: MNaughton@tigergroup.com

If the Parties are unable to resolve the dispute, either the landlord or the Merchant shall have the right to schedule a hearing before the Bankruptcy Court on no less than five days' written notice to the other Party, served by email or overnight delivery.

EXHIBIT D-2

Canadian Sale Guidelines

(separately attached)

EXHIBIT D-2

CANADIAN SALE GUIDELINES

The following procedures (the "**Canadian Sale Guidelines**") shall apply to the sales (the "**Sales**") of any merchandise, inventory, furniture, fixtures and equipment at The Children's Place (Canada), LP retail store locations in Canada set forth in Exhibit A to the Consulting Agreement (as defined below), as may be amended from time to time in accordance with the Consulting Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Canadian Sale Guidelines have the respective meanings ascribed to them in the Debtors' motion for entry of the U.S. Store Closing Order (as defined herein).

1. Except as otherwise expressly set out herein, and subject to (i) any Interim Order and Final Order of the Bankruptcy Court made in cases commenced by the Debtors under the Bankruptcy Code authorizing, among other things, the Debtors to assume that certain Consulting Agreement dated as of November 3, 2026 (as amended from time to time, the "**Consulting Agreement**"), by and among The Children's Place, Inc. and certain of its subsidiaries, and The Children's Place (Canada), LP (collectively, and as applicable, the "**Merchant**") and Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "**Consultant**") and the transactions contemplated thereunder, to the extent each is recognized and given full force and effect in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**", and any such recognition proceedings under the CCAA, the "**Recognition Proceedings**"), (ii) any further Order of the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, or (iii) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

2. The Sales shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the effective time on which such Lease is rejected in accordance with any Assumption and Rejection Procedures Order of the Bankruptcy Court recognized by the Canadian Court (the "**Assumption and Rejection Procedures Order**") or otherwise terminated. The Sales at the Stores shall end on the applicable premises vacate date for each Store pursuant to the Consulting Agreement, which shall be no later than February 28, 2027 (which may be adjusted pursuant to the terms of the Consulting Agreement), (such date, or such other date as determined in accordance with any U.S. Store Closing Order or any Order of the Canadian Court in the Recognition Proceedings, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant as required pursuant to chapter 11 of the Bankruptcy Code or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Canadian Court in the Recognition Proceedings.

4. All display and hanging signs used by the Consultant in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through any e-commerce channel) shall not be used without Merchant's prior approval. Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or any information officer appointed in the Recognition Proceedings (the "**Information Officer**") or their respective counsel, or the Consultant or its counsel shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Canadian Sale Guidelines and where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall (subject to Merchant's approval in advance); provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Canadian Court, which may be sought on an expedited basis on notice to the service list in the Recognition Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. Subject to Merchant's express prior written consent with respect to each applicable Store, the Consultant shall be entitled to include additional merchandise in the Sales; provided that each of the following is satisfied: (i) the additional merchandise is owned by the Debtors, is currently in the possession of, or in the control of, the Debtors (including in any distribution centre used by the Debtors), or is ordered by or on behalf of the Debtors from an existing supplier, including merchandise currently in transit to the Debtors (including to any distribution centre used by the Debtors) or a Store; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.

6. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by Merchant and by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted by Merchant or permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring

roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.

7. As used in these Canadian Sale Guidelines, the "**FF&E Removal Period**" shall mean the period between (i) the end of the Sales in the applicable Store, and (ii) the effective time of the rejection of the applicable Lease pursuant to the Assumption and Rejection Procedures Order; provided that the expiry of the FF&E Removal Period shall be no later than the Sale Termination Date. At the conclusion of the Sales and FF&E Removal Period, if any, in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the U.S. Store Closing Order or any Orders of the Canadian Court in the Recognition Proceedings. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the conclusion of the Sales and the applicable FF&E Removal Period, if any, in respect of which the applicable Lease has been rejected by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.

8. Subject to the terms of paragraph 7 above, the Consultant may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any (collectively, the "**FF&E**"). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of a Store's mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. The Merchant and the Consultant may advertise the sale of FF&E consistent with these Canadian Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sales and the FF&E Removal Period, if any, shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the U.S. Store Closing Order and the Orders of the Canadian Court in the Recognition Proceedings. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E of Merchant by the Consultant or by third party purchasers of FF&E from the Consultant.

9. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Canadian Sale Guidelines, shall not constitute an alteration to a Store.

10. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and

with any other Landlord that so requests, a walk-through with the Consultant to identify FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, in consultation with the Information Officer, if any, or by further Order of the Canadian Court upon motion by the Merchant on at least two days' notice to such Landlord and the Information Officer, if any. If the Merchant has rejected the Lease governing such Store in accordance with the Assumption and Rejection Procedures Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the Assumption and Rejection Procedures Order), and the rejection of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to FF&E in dispute.

11. If a notice of rejection is delivered pursuant to the Assumption and Rejection Procedures Order to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the rejection, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Information Officer, if any, and the Consultant at least twenty-four hours' prior written notice; and (ii) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

12. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

13. The Merchant and the Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.

14. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact persons for the Consultant shall be [●] and [●], Attn.: [●] ([●]) and [●] ([●]). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "status hearing" before the Canadian Court on no less than two days' written notice to the other party or parties and the Information Officer, if any, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Canadian Court; provided, however, subject to paragraph 4 of these Canadian Sale Guidelines, if a banner has been hung in accordance with these Canadian Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.

15. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.

These Canadian Sale Guidelines may be amended on a Store-by-Store basis by written agreement among the Consultant, the Merchant and the applicable Landlord, in consultation with the Information Officer, if any; provided, however, that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Bankruptcy Court or Canadian Court approving such amended Canadian Sale Guidelines.

SCHEDULE “L”

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 12, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through nine (9), is **ORDERED**.

DATED: November 12, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' *Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing and approving procedures (as described in the Motion, the "Contract Procedures") for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

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

1. The Motion is GRANTED as set forth herein.

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

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form attached to the Order as Exhibit 1 (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty"); (iii) the proposed effective date of the rejection for each such Contract (each a "Rejection Date"); (iv) if any such Contract is an unexpired nonresidential real property lease, the store number and the address of the applicable store subject to such lease, along with a description of the personal property to be abandoned (the "Abandoned Property"), if any, at the applicable store, and, if practicable, an estimate of the book value of such property; (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below), including objections to the abandonment of any Abandoned Property, and (vi) shall include a proposed form of Order authorizing the rejection of the Contracts (the "Rejection Order"). The Rejection Notice may list multiple Contracts; *provided* that the number of Contracts listed on the Rejection Notice shall be limited to no more than 100, and the Rejection Counterparties shall be listed in alphabetical order.

b. ***Service of the Rejection Notice***. No later than two days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Rejection Notice to be served (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and their counsel, if known), with contemporaneous email service upon such Rejection Counterparties and their known counsel at their known email addresses, and upon all parties who may have any interest in any Abandoned Property (if known), and (ii) by first class mail, email, or fax upon: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated

basis); (c) counsel to Wells Fargo Bank, National Association, as DIP ABL Agent and Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as DIP Term Loan Agent and Prepetition Term Loan Agent; (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Service Parties"). The Debtors will cause any Rejection Notice served on a Rejection Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

c. ***Objection Procedures***. Parties objecting to a proposed rejection or to the abandonment of any Abandoned Property must file and serve a written objection[3] so that such objection is filed with the Court and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than seven business days after the date the Debtors serve the applicable Rejection Notice (the "Rejection Objection Deadline"): (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts,

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

02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee.

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

e. ***Unresolved Timely Objections***. If an objection to the rejection of

any Contract(s) listed in the applicable Rejection Notice is timely filed and properly served as specified above and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than five business days' notice to the applicable Rejection Counterparty and any such other objecting party to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of (i) the applicable Rejection Date set forth in the Rejection Notice, (ii) such other date as the Debtors and the applicable Rejection Counterparty agree, or (iii) such other date as the Court may so order.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not setoff, recoup, or otherwise use such monies without further order of the Court, unless the Debtors and the applicable Rejection Counterparty to such Contract(s) otherwise agree.

g. ***Abandoned Property*.** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. If the Debtors decide to abandon any personal property, the Debtors shall generally describe the abandoned personal property in the Rejection Notice and serve such Rejection Notice upon the applicable Rejection Counterparty and any other party with an interest in any Abandoned Property. Abandoned Property shall not include any hazardous materials or personally identifiable information, and no such materials or information shall be deemed abandoned under this Order. If the Debtors decide to abandon any personal property, the Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, any and all property located on the Debtors' leased premises on the Rejection Date of an applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or any third parties

and, to the extent applicable, the automatic stay is modified to allow such disposition.

h. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m. prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to Court order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

3. ***Modification of Rejection Notice***. The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date; provided that, if a lease of nonresidential real property is removed, the Debtors shall provide written notice of such removal to the affected landlord and its counsel, if known, and the Service Parties as soon as reasonably practicable, and in any event no later than two business days following such removal; provided, further, that the Debtors shall not remove any lease of nonresidential real property from a Rejection Notice after the Debtors have surrendered or otherwise relinquished control of the applicable premises. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

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

5. All rights and defenses of the Debtors are preserved, including all rights and

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

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

7. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

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

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

Exhibit 1

Proposed Rejection Notice

WHITE & CASE LLP
Gregory F. Pesce (*pro hac vice* pending)
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject executory contracts and unexpired leases and (ii) granting related relief [Docket No. [●]] (the "Procedures Order").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth in **Schedule 1**, or such other date as the Debtors and the applicable counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts or to the proposed form of order authorizing such rejection (the "Rejection Order"), which is attached hereto as **Schedule 2**, must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than seven (7) business days after the date that the Debtors served this Notice: (i) proposed co-counsel to the Debtors, (a) White & Case LLP,

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

1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee.

PLEASE TAKE FURTHER NOTICE that if no objection or response to the rejection of a particular Contract is timely filed, the Debtors shall submit a Rejection Order under a certificate of no objection. Each Contract for which no objection or response was timely filed shall be rejected as of the applicable Rejection Date set forth set forth on **Schedule 1** attached hereto or such other date as the Debtors and the applicable Rejection Counterparty agree; provided, however, that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the latest to occur of (i) the proposed Rejection Date set forth on **Schedule 1** attached hereto; (ii) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (a) turn over keys, key codes, and/or security codes, if any, to the affected landlord or (b) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as the Court may order.

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

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described on **Schedule 1** shall be deemed abandoned as

of the Rejection Date. For the avoidance of doubt, any and all property located on the Debtors' leased premises on the Rejection Date of an applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Absent a timely objection, landlords may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or any third parties and, to the extent applicable, the automatic stay will be modified to allow such disposition.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m. prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to Court order. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

[*Remainder of page intentionally left blank.*]

Dated: [●], 2026

/s/ DRAFT

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Schedule 1

Rejected Contracts[1]

Contract to Be Rejected	Rejection Counterparty	Description of Contract[2]	Store Number	Address	Abandoned Property	Rejection Date

[1] For the avoidance of doubt, the Contracts referenced herein include any ancillary documents, including guaranties or assignments thereof, and any amendments, modifications, subleases, or termination agreements related thereto.

[2] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Schedule 2

Proposed Rejection Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and
Debtors in Possession

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[NUMBER] ORDER APPROVING THE REJECTION OF CERTAIN UNEXPIRED LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY

The relief set forth on the following pages, numbered three (3) through five (5), is **ORDERED**.

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. __] (the "Procedures Order")[1] and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the rejection schedule attached hereto as **Exhibit 1** (the "Rejection Schedule") in accordance with the terms of the Procedures Order; and no timely objections having been filed to the rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule such that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the applicable Rejection Date or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided, however*, that the effectiveness of a rejection of a Lease shall not occur until the latest to occur of (a) the proposed Rejection Date set forth on **Exhibit 1**; (b) the date the Debtors relinquish control of the premises and notify the affected landlord and such landlord's counsel (if any) in writing (e-mail being sufficient) of the Debtors' surrender of the premises and, as applicable, (i) turn over keys, key

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

codes, and/or security codes, if any, to the affected landlord or (ii) if such keys, key codes and/or security codes, if any, are not available or providing same would be impractical, notify such affected landlord and such landlord's counsel, if any, in writing (e-mail being sufficient) that the keys, key codes, and security codes, if any, are not available or that providing same would be impractical, but that the landlord may rekey the leased premises; and (c) such other date to which the Debtors and the applicable Rejection Counterparty have agreed or as this Court may order.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease. The Rejection Counterparty may not interfere with Debtors' removal of any of the Debtors' personal property prior to the Rejection Date. For the avoidance of doubt, unless otherwise agreed and absent any sustained objection as it relates to property at a particular premises, all property located on the Debtors' leased premises on the Rejection Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date, provided, however, that the Debtors shall not abandon and shall remove all hazardous materials and known personally identifiable information prior to the Rejection Date. Following the Rejection Date, landlords may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or any third parties and, to the extent applicable, the automatic stay will be modified to allow such disposition.

3. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m. prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i)

entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to Court order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

SCHEDULE "M"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

ORDER (I) SETTING BAR DATES FOR SUBMITTING PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT UNDER SECTION 503(B)(9), (II) ESTABLISHING AN AMENDED SCHEDULES BAR DATE AND A REJECTION DAMAGES BAR DATE, (III) APPROVING THE FORM, MANNER, AND PROCEDURES FOR FILING PROOFS OF CLAIM, (IV) APPROVING NOTICE THEREOF, AND (V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through fourteen (14), is **ORDERED**.

DATED: November 10, 2026

Stacey L. Meisel
Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP . The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the *Debtors' Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Bar Date Order") (a) setting Bar Dates for creditors to submit Proofs of Claim in these chapter 11 cases, (b) approving the procedures described herein for submitting Proofs of Claim in these chapter 11 cases and the form of Proof of Claim attached hereto as **Exhibit 1**, (c) approving the forms and manner of service of the notice of the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the "Bar Date Notice"), including the publication version of the Bar Date Notice, substantially in the form attached hereto as **Exhibit 3**, and allowing for publication notice as described in the Motion, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and

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

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

1. The Motion is **GRANTED** on the basis as set forth herein.

2. Except as otherwise provided herein, all persons and entities including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, that assert a Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose before the Petition Date, including Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim"), shall submit a written proof of such Claim so that it is ***actually received*** by Omni Agent Solutions, Inc. (the "Notice and Claims Agent") before **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), in accordance with this Bar Date Order.

3. Notwithstanding any other provision of this Bar Date Order, Proofs of Claim submitted by governmental units must be submitted so as to be ***actually received*** by the Notice and Claims Agent before **11:59 p.m. prevailing Eastern Time on May 7, 2027** (the "Governmental Bar Date").

4. Any person or entity that holds a Claim arising from the rejection of an executory contract or unexpired lease must submit a Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m. prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to Court order (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected (and their counsel, if known) at the time the Debtors reject any executory contract or unexpired lease. For the avoidance of doubt and notwithstanding anything to the contrary herein, with respect to any unexpired lease of non-residential real property, the Rejection Damages Bar Date shall apply to all claims of the applicable landlord counterparty arising under or related to such lease, including claims for amounts accrued or owing prior to the Petition Date.

5. Unless otherwise agreed to by the Debtors, in the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders must submit their Claims by the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) **11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) calendar days** after such person or

entity is served with notice that the Debtors have amended their Schedules in a manner that affects such person or entity (any such date, the "Amended Schedules Bar Date").

6. In accordance with Bankruptcy Rule 3003(c)(2) any holder of a Claim that is not excepted from the requirements of the Bar Date Order and fails to timely submit a Proof of Claim in the appropriate form shall have its claim subject to objection based on timeliness and may be forever barred, estopped, and enjoined from (a) asserting a Claim against the Debtors (b) voting on any chapter 11 plan filed in these chapter 11 cases on account of such Claim, (c) participating in any distribution in these chapter 11 cases on account of such Claim, and (d) receiving further notices regarding such Claim.

7. The following procedures for the submission of Proofs of Claim asserting Claims against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim Form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claims***. In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any

reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims;

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entities***. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of a proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists;

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a Claim against only one Debtor and clearly indicate the Debtor against which the Claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such Claim may be treated as if filed only against THE CHILDREN'S PLACE, INC.; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than ten days from the date of such request.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

8. Persons or entities need ***not*** submit a Proof of Claim on behalf of a Claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

a. any Claim that has already been asserted in a Proof of Claim against the Debtors with the Notice and Claims Agent in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to assert a Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any Claim that is listed on the Schedules filed by the Debtors, provided that (i) the Claim is ***not*** scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

c. any Claim that has previously been allowed by order of this Court;

d. any Claim that has already been paid in full by any of the Debtors;

e. any Claim for which a different deadline has previously been fixed by this Court;

f. any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of THE CHILDREN'S PLACE, INC.;

g. any person or entity that holds an equity interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, or

rights of purchase, or who sell or subscribe to such a security or interest; provided that any holder of an equity interest in the Debtors who wishes to assert a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to such equity interest or the purchase or sale of such equity interest), must file a Proof of Claim on or before the applicable Bar Date;

h. any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; provided, however, that a current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

i. any Professional Compensation Claim;[3]

j. any Claim held by a current officer or director for indemnification, contribution, or reimbursement;

k. as provided in any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a ("Financing Order"), the financing parties thereunder, on account of any claims arising under or in connection with the Financing Order documentation or the ABL Credit Facility or SLR Term Loan, it being understood that no Bar Date shall apply to such claims, such parties shall not be required to file requests for allowance of administrative expenses on account of such claims, and each of the Prepetition ABL Agent and the Prepetition Term Loan Agent may file proofs of claim, including aggregate

[3] "*Professional Compensation Claims*" means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional (as defined below) through and including the Effective Date, to the extent such fees and expenses have not been paid pursuant to any other order of the Court and regardless of whether a fee application has been filed for such fees and expenses. To the extent the Court denies or reduces by a final order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

"*Professional*" means an entity: (a) retained in these chapter 11 cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred before or on the confirmation date, pursuant to sections 327, 328, 329, 330, 363, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

or master proofs of claim, as and to the extent provided in any Financing Order;

l. any Claim held by any person or entity solely against a non-Debtor entity; and

m. any landlord counterparty of an unexpired lease of non-residential real property where such lease has not yet been rejected as of the General Claims Bar Date; provided that, for the avoidance of doubt and notwithstanding anything to the contrary in this Order, (i) if a landlord counterparty's lease is rejected, the applicable landlord's deadline for filing a Proof of Claim on account of such rejection shall be the Rejection Damages Bar Date and (ii) a landlord counterparty shall not be required to file a Proof of Claim with respect to prepetition amounts unless and until such unexpired lease is rejected.

9. Nothing in this Bar Date Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any Claim reflected in the Schedules.

10. The Bar Date Notice, substantially in the form attached to this Order as **Exhibit 2**, and the Proof of Claim Form, substantially in the form attached to this Order as **Exhibit 1**, are hereby approved.

11. The Debtors shall cause the Bar Date Notice and the Proof of Claim Form, substantially in the forms annexed as **Exhibit 2** and **Exhibit 1**, respectively, to this Order, to be served within five (5) business days of entry of this Bar Date Order by email and/or first-class mail, as applicable, on:

a. the United States Trustee;

a. all persons or entities that have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Bar Date Order);

b. all known creditors and other known holders of potential Claims against the Debtors as of the date of entry of the Bar Date Order, including all persons

or entities listed in the Schedules for which the Debtors have mailing addresses or email addresses;

c. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Bar Date Order;

d. all known equity and interest holders of the Debtors as of the date of entry of the Bar Date Order;

e. all entities who are party to executory contracts and unexpired leases with the Debtors and their counsel (if known);

f. all entities who are party to litigation with the Debtors;

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

h. the Internal Revenue Service, the United States Attorney's Office for the District of New Jersey, the Securities and Exchange Commission and any other governmental units applicable to the Debtors' business, including those in Canada and all taxing authorities for the jurisdictions in which the Debtors maintain or conduct business; and

i. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, taxing, and permitting authorities.

12. After the initial emailing and mailing of the Bar Date Notices and Proof of Claim Forms, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses;[4] (b) notices served by email are confirmed to be undeliverable; (c) certain parties acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to equity or interest holders) decline to distribute notices to these parties and instead return their names and addresses to the Debtors for

[4] If notices are returned as "return to sender" without a forwarding address or bounceback (via email), the Debtors request that they should not be required to mail additional notices to such creditors.

direct mailing; and (d) additional potential claimants or parties in interest become known to the Debtors. In this regard, the Debtors may make supplemental mailings of the Bar Date Notices and Proof of Claim Forms in these and similar circumstances at any time up to seven (7) days in advance of the applicable Bar Date, with any such mailings being deemed timely and the appropriate Bar Date being applicable to the recipient creditors.

13. Pursuant to Bankruptcy Rules 2002(f) and 2002(*l*), the Debtors shall publish a form of the Bar Date Notice (modified as necessary), substantially in the form annexed as **Exhibit 3** to the Bar Date Order (the "Publication Notice"), on one occasion in a national publication in the United States, and in Canada (in English and, to the extent reasonably practicable, in French), and any such other publication that the Debtors deem appropriate. To the extent reasonably practicable, the Debtors will cause the Bar Date Notice, the Publication Notice and the Proof of Claim Form to be translated into French for all known creditors with an address in the Province of Québec.

14. Any person or entity who desires to rely on the Schedules will have the responsibility for determining that such person's or entity's Claim is accurately listed in the Schedules.

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

particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a Proof of Claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

16. The Debtors' and their Notice and Claims Agent are authorized to take all actions and make any payments necessary to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

17. Notwithstanding anything to the contrary, the terms and conditions of this Bar Date Order are immediately effective and enforceable upon its entry.

18. Entry of this Bar Date Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of Claims or interests not subject to the General Claims Bar Date established herein must submit such Proofs of Claim or interest or be barred from doing so.

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

20. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

Exhibit 1

Proof of Claim Form

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

For Omni Internal Use

Fill in the information to identify the case (Select only one Debtor per form):

- ☐ THE CHILDREN'S PLACE, INC. (Case No.)
- ☐ The Children's Place Services Company, LLC (Case No.)
- ☐ The Children's Place International, LLC (Case No.)
- ☐ The Children's Place Canada Holdings, Inc. (Case No.)
- ☐ thechildrensplace.com, inc. (Case No.)
- ☐ TCP IH II, LLC (Case No.)
- ☐ TCP Real Estate Holdings, LLC (Case No.)
- ☐ TCP International Product Holdings, LLC (Case No.) The
- ☐ The CHILDREN'S PLACE (CANADA), LP (Case No.)
- ☐ TCP INVESTMENT CANADA II CORP. (Case No.)
- ☐ TCP INVESTMENT CANADA I CORP. (Case No.)
- ☐ TCP Brands, LLC (Case No.)
- ☐ AMASKIT, LLC (Case No.)
- ☐ The Children's Place (Barbados) Inc. (Case No.)

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

_____
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☐ No
☐ Yes From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent? (if different)**
Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Contact Phone	Contact Phone
Contact email	Contact email

Uniform claim identifier (if you use one)

_____

4. Does this claim amend one already filed?

☐ No
☐ Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☐ No
☐ Yes Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?
☐ No
☐ Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? $ _____ **Does this amount include interest or other charges?**
☐ No
☐ Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

_____

9. Is all or part of the claim secured?
☐ No
☐ Yes The claim is secured by a lien on property

Nature of property:
☐ Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor Vehicle
☐ Other Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded).

Value of Property: $ _____
Amount of the claim that is secured: $ _____
Amount of the claim that is unsecured: $ _____ (The sum of the secured and unsecured amounts should match the amount in line 7).

Amount necessary to cure any default as of the date of the petition: $ _____

Annual Interest Rate: (when case was filed) _____%
☐ Fixed
☐ Variable

10. Is this claim based on a lease?
☐ No
☐ Yes **Amount necessary to cure any default as of the date of the petition.** $ _____

11. Is this claim subject to a right of setoff?
☐ No
☐ Yes Identify the property: _____

12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?
☐ No
☐ Yes Amount of 503(b)(9) Claim: $ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No
☐ Yes *Check all that apply*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$ _____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$ _____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ _____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ _____
☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	$ _____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies.	$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

_____
Signature

Print the name of the person who is completing and signing this claim:

Name _____
First Name Middle Name Last Name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact Phone _____ Email _____

Exhibit 2

Bar Date Notice

WHITE & CASE LLP
Gregory F. Pesce (*pro hac vice* pending)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
gregory.pesce@whitecase.com

- and -

Andrew F. O'Neill (*pro hac vice* pending)
300 North LaSalle Drive
Chicago, Illinois 60654
Telephone: (312) 881-5400
Facsimile: (312) 881-5450
aoneill@whitecase.com

- and -

Amanda Parra Criste (*pro hac vice* pending)
Varoon Sachdev (*pro hac vice* pending)
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE OF DEADLINE REQUIRING SUBMISSION OF PROOFS OF CLAIM ON OR BEFORE JANUARY 6, 2027, AND RELATED PROCEDURES FOR SUBMITTING PROOFS OF CLAIM IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY DEBTOR LISTED ON PAGE 2 AND 3 OF THIS NOTICE IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.

The United States Bankruptcy Court for the District of New Jersey (the "Court") has entered an order (the "Bar Date Order") establishing **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), as the last date for each person or entity[2] (including individuals, partnerships, corporations, joint ventures, and trusts) to submit proofs of claim (each, a "Proof of Claim") against any of the Debtors listed on page 2 and 3 of this notice (collectively, the "Debtors").

Except for those holders of the Claims listed below that are specifically excluded from the General Claims Bar Date submission requirement, the Bar Dates[3] and the procedures set forth below for submitting Proofs of Claim apply to all Claims (defined below) against the Debtors that arose prior to **November 8, 2026** (the "Petition Date"), the date on which the Debtors commenced cases under chapter 11 of the United States Bankruptcy Code, **including parties asserting Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim")**.[4] In addition, governmental units have until **11:59 p.m. prevailing Eastern Time on May 7, 2027** (the date that is 180 days after the Petition Date) (the "Governmental Bar Date"), to submit Proofs of Claim.

A holder of a possible Claim against the Debtors should consult an attorney regarding any matters not covered by this notice, such as whether the holder should submit a Proof of Claim.

[2] As used herein, the term "entity" has the meaning given to it in section 101(15) of title 11 of the United States Code (the "Bankruptcy Code"), and includes all persons, estates, trusts and the United States Trustee. Furthermore, the terms "person" and "governmental unit" have the meanings given to them in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

[3] Defined collectively as the Rejection Damages Bar Date, the General Claims Bar Date, the Amended Schedules Bar Date, and the Governmental Bar Date (each, as further defined herein).

[4] "503(b)(9) Claims" are Claims for the value of goods received by a Debtor within 20 days before the Petition Date, where such goods were sold to the Debtor in the ordinary course of such Debtor's business. *See* 11 U.S.C. § 503(b)(9).

Debtors in these Chapter 11 Cases

Debtor Name	Last Four Digits of Tax Identification Number	Case Number
THE CHILDREN'S PLACE, INC.	1495	
The Children's Place Services Company, LLC	0965	
AMASKIT, LLC	9571	
TCP Brands, LLC	6541	
TCP INVESTMENT CANADA I CORP.	6621	
TCP INVESTMENT CANADA II CORP.	6622	
THE CHILDREN'S PLACE (CANADA), LP	2109	
TCP IH II, LLC	8278	
TCP International Product Holdings, LLC	1380	
TCP Real Estate Holdings, LLC	8804	
The Children's Place Canada Holdings, Inc.	0893	
THE CHILDREN'S PLACE INTERNATIONAL, LLC	6042	
thechildrensplace.com, inc.	8651	
The Children's Place (Barbados) Inc.	3484	

Who Must Submit a Proof of Claim

You MUST submit a Proof of Claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' estates if you have a Claim that arose before the Petition Date and it is ***not*** one of the types of Claims described under the heading "Claims for Which Proofs of Claim Need Not Be Filed" below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be submitted on or prior to the applicable Bar Date, even if such Claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this notice, "Claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

What To Submit

The Debtors are enclosing a Proof of Claim form for use in these chapter 11 cases. If your Claim is scheduled by the Debtors, the form indicates the amount of your Claim as scheduled by the Debtors, the specific Debtor against which the Claim is scheduled, and whether the Claim is scheduled as disputed, contingent, or unliquidated. You will receive a different Proof of Claim Form for each Claim scheduled in your name by the Debtors. You may utilize the Proof of Claim form(s) provided by the Debtors to submit your Claim.

Your Proof of Claim Form must not contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials) or a financial account number (only the last four digits of such financial account).

Additional Proof of Claim Forms may be obtained by contacting the Debtors' notice and claims agent, Omni Agent Solutions, Inc. (the "Notice and Claims Agent"), by calling (866) 205-3149 for callers in the United States and Canda or by calling (818) 510-4678 for callers outside the United States and/or visiting the Debtors' restructuring website at: https://omniagentsolutions.com/TCP.

The following procedures for the submission of Proofs of Claim against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or in French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim Form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claim***. In addition to the requirements set forth above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims;

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entity***. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of a proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists;

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a Claim against only one Debtor and clearly indicate the Debtor against which the Claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such Claim may be treated as if filed only against THE CHILDREN'S PLACE, INC.; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than ten days from the date of such request.

When and Where to Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP, or (ii) first-class U.S. Mail, which Proof of Claim must include an ***original*** signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367, or (iii) overnight mail, or other hand-delivery system, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

Claims for Which Proofs of Claim Need Not Be Filed

Persons or entities need ***not*** submit a Proof of Claim on behalf of a Claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

a. any Claim that has already been asserted in a Proof of Claim against the Debtors with the Notice and Claims Agent in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to assert a Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any Claim that is listed on the schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") filed by the Debtors, provided that (i) the Claim is not scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

c. any Claim that has previously been allowed by order of this Court;

d. any Claim that has already been paid in full by any of the Debtors;

e. any Claim for which a different deadline has previously been fixed by this Court;

f. any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of THE CHILDREN'S PLACE, INC.;

g. any Person or Entity that holds an equity interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, or rights of purchase, or who sell or subscribe to such a security or interest; provided that any holder of an equity interest in the Debtors who wishes to assert a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to such equity interest or the purchase or sale of such equity interest), must file a Proof of Claim on or before the applicable Bar Date;

h. any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; any current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

i. any Professional Compensation Claim;[5]

[5] "*Professional Compensation Claims*" means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional (as defined below) through and including the Effective Date, to the extent such fees and expenses have not been paid pursuant to any other order of the Court and regardless of whether a fee application has been filed for such fees and expenses. To the extent the Court denies or reduces by a final order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

"*Professional*" means an entity: (a) retained in these chapter 11 cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and

j. any Claim held by a current officer or director for indemnification, contribution, or reimbursement;

k. as provided in any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a ("Financing Order"), the financing parties thereunder, on account of any claims arising under or in connection with the Financing Order documentation or the ABL Credit Facility or SLR Term Loan, it being understood that no Bar Date shall apply to such claims, such parties shall not be required to file requests for allowance of administrative expenses on account of such claims, and each of the Prepetition ABL Agent and the Prepetition Term Loan Agent may file proofs of claim, including aggregate or master proofs of claim, as and to the extent provided in any Financing Order;

l. any Claim held by any person or entity solely against a non-Debtor entity; and

m. any landlord counterparty of an unexpired lease of non-residential real property where such lease has not yet been rejected as of the General Claims Bar Date; provided that, for the avoidance of doubt and notwithstanding anything to the contrary in this Order, (i) if a landlord counterparty's lease is rejected, the applicable landlord's deadline for filing a Proof of Claim on account of such rejection shall be the Rejection Damages Bar Date and (ii) a landlord counterparty shall not be required to file a Proof of Claim with respect to prepetition amounts unless and until such unexpired lease is rejected.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR HAVE DONE BUSINESS WITH THE DEBTORS BUT MAY NOT HAVE AN UNPAID CLAIM AGAINST THE DEBTORS. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE ANY CLAIM.

Executory Contracts and Unexpired Leases

If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit your Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the

expenses incurred before or on the confirmation date, pursuant to sections 327, 328, 329, 330, 363, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

Debtors pursuant to Court order (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty (and their counsel, if known) whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease. For the avoidance of doubt and notwithstanding anything to the contrary herein, with respect to any unexpired lease of non-residential real property, the Rejection Damages Bar Date shall apply to all claims of the applicable landlord counterparty arising under or related to such lease, including claims for amounts accrued or owing prior to the Petition Date. For the avoidance of doubt, counterparties to executory contracts or unexpired leases of non-residential real property shall not be required to file a Proof of Claim Form on account of prepetition claims against any of the Debtors unless and until the applicable contract or lease is rejected by the Debtors.

Amended Schedules Bar Date

In the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall submit their Claims by the later of (a) the applicable Bar Date and (b) 11:59 p.m. prevailing Eastern Time on the date that is thirty (30) calendar days after such person or entity is served with notice that the Debtor has amended its Schedules in a manner that affects such person or entity (any such date, an "Amended Schedules Bar Date").

The Debtors' Schedules and Access Thereto

You may be listed as the holder of a Claim against one or more of the Debtors in the Debtors' Schedules.

Copies of the Debtors' Schedules are available: (a) from the Notice and Claims Agent by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States and/or visiting the Debtors' restructuring website at: https://omniagentsolutions.com/TCP; (b) by written request to Debtors' counsel at the address and telephone number set forth below; and/or (c) for inspection on the Court's Internet Website at http://ecf.njb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records are required to access this information and can be obtained at http://www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, at the Office of the Clerk of [●] U.S. Courthouse, [●], [●], New Jersey [●].

If you rely on the Debtors' Schedules, it is your responsibility to determine that the Claim is accurately listed in the Schedules.

As set forth above, if you agree with the nature, amount, and classification of your Claim as listed in the Debtors' Schedules, and if you do not dispute that your Claim is only against the Debtor specified by the Debtors, and if your Claim is **not** described as "disputed," "contingent," or "unliquidated," **you need not submit a Proof of Claim**. Otherwise, or if you decide to submit a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this notice.

Reservation of Rights

Nothing contained in this Bar Date Notice is intended, or should be construed, as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such Claims; (b) subsequently designate any scheduled Claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

Additional Information

If you have any questions regarding the claims process and/or if you wish to obtain a copy of the Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP or contacting the Claims and Noticing Agent by: (a) calling (866) 205-3149 for callers in the United States and Canada or by calling +1 (818) 510-4678 (866) 205-31 for callers outside the United States; (b) writing to the following address: Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367; or (c) emailing TCPInquiries@OmniAgnt.com.

Consequences of Failure to Submit a Proof of Claim by the Applicable Bar Date

ANY HOLDER OF A CLAIM THAT IS NOT LISTED IN THIS NOTICE AS A CLAIM EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER AND THAT FAILS TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL HAVE ITS CLAIM SUBJECT TO OBJECTION BASED ON TIMELINESS AND MAY BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, (2) PARTICIPATING IN ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (3) RECEIVING FURTHER NOTICES REGARDING SUCH CLAIM. SUCH PERSON OR ENTITY SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR ANY PURPOSE IN THESE CHAPTER 11 CASES.

Exhibit 3

Publication Notice

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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE OF BAR DATES FOR SUBMITTING PROOFS OF CLAIM AND CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE AGAINST THE DEBTORS

PLEASE TAKE NOTICE THAT the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") has entered the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* (the "Bar Date Order") establishing **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures and trusts) to submit a Proof of Claim against any of the Debtors listed below (collectively, the "Debtors"). A copy of the Bar Date Order, and any exhibits thereto are available (i) at the Debtors' expense upon request to TCPInquiries@OmniAgnt.com (the noticing and claims agent retained in these chapter 11 cases), by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States, (ii) for no charge by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP, or (iii) for a fee via PACER by visiting http://ecf.njb.uscourts.gov.

The Bar Date Order requires that all entities (collectively, the "Claimants") holding or wishing to assert a Claim that arose or is deemed to have arisen prior to November 8, 2026 (the "Petition Date"), against the Debtors ("Claims") to submit a Proof of Claim so as to be actually received by Omni Agent Solutions, Inc. (the "Notice and Claims Agent") on or before the applicable bar date (collectively, the "Bar Dates") as set forth below.

Debtor Name	Last Four Digits of Tax Identification Number	Case Number
THE CHILDREN'S PLACE, INC.	1495	
The Children's Place Services Company, LLC	0965	
AMASKIT, LLC	9571	
TCP Brands, LLC	6541	
TCP INVESTMENT CANADA I CORP.	6621	
TCP INVESTMENT CANADA II CORP.	6622	
THE CHILDREN'S PLACE (CANADA), LP	2109	
TCP IH II, LLC	8278	
TCP International Product Holdings, LLC	1380	
TCP Real Estate Holdings, LLC	8804	
The Children's Place Canada Holdings, Inc.	0893	
THE CHILDREN'S PLACE INTERNATIONAL, LLC	6042	
thechildrensplace.com, inc.	8651	
The Children's Place (Barbados) Inc.	3484	

General Claims Bar Date (Applicable to 503(b)(9) Claims[2])	All Claimants holding or wishing to assert a Claim must submit a Proof of Claim with respect to such Claim so as to be **actually received** by the Notice and Claims Agent by **January 6, 2027, at 11:59 p.m. prevailing Eastern Time**, including parties asserting Claims pursuant to section 503(b)(9) of the Bankruptcy Code.
Governmental Bar Date	All governmental units holding or wishing to assert a Claim against the Debtors arising (or deemed to arise) before the Petition Date (whether secured, unsecured priority or unsecured non-priority) must submit a Proof of Claim so as to be **actually received** by the Notice and Claims Agent by **May 7, 2027, at 11:59 p.m. prevailing Eastern Time** (the "Governmental Bar Date").
Amended Schedules Bar Date	In the event the Debtors amend or supplement their schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall submit their Claims by the later of (a) the applicable Bar Date and (b) **11:59 p.m. prevailing Eastern Time on the date that is thirty (30) calendar days** from the date on which the Debtors provide notice of the amendment to the Schedules in a manner that affects such person or entity (any such later date, the "Amended Schedules Bar Date").
Rejection Damages Bar Date	If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit a Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m. prevailing Eastern Time, on the date that is thirty (30) calendar days following the later of (i) entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease or (ii) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to Court order (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease. For the avoidance of doubt and notwithstanding anything to the contrary herein, with respect to any unexpired lease of non-residential real property, the Rejection Damages Bar Date shall apply to all claims of the applicable landlord counterparty arising under or related to such lease, including claims for amounts accrued or owing prior to the Petition Date. For the avoidance of doubt, counterparties to executory contracts or unexpired leases of non-residential real property shall not be required to file a Proof of Claim Form on account of

[2] "503(b)(9) Claims" are Claims for the value of goods received by the Debtors within twenty (20) days before the Petition Date, where such goods were sold to the Debtors in the ordinary course of such Debtors' businesses. See 11 U.S.C. § 503(b)(9).

	prepetition claims against any of the Debtors unless and until the applicable contract or lease is rejected by the Debtors.

When and Where to Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP, (ii) first-class U.S. Mail, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367, or (iii) overnight mail, or other hand-delivery system, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.

PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

Contents of Proofs of Claim. Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the Claimant or by an authorized agent or legal representative of the Claimant. **Please note** that each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists.

Section 503(b)(9) Claims. Vendors and suppliers of goods may be entitled to request an administrative priority Claim under section 503(b)(9) of the Bankruptcy Code to the extent they delivered, and the Debtor received, goods within the twenty-day period prior to the Petition Date. The Court has deemed the submission of a Proof of Claim as satisfying the procedural requirements for asserting such a Claim under section 503(b)(9) of the Bankruptcy Code. In addition to the other requirements listed above, any Proof of Claim asserting a 503(b)(9) Claim

must (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made against the Debtors under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors.

Multiple Claims. To the extent a claimant seeks to assert a Claim against more than one Debtor, the claimant must file a separate proof of Claim against each Debtor and identify with specificity the Debtor against whom each Claim is asserted, unless otherwise agreed by the Debtors and the claimant.

Consequences of Failing to Timely Submit Your Proof of Claim. Any Claimant who is required, but fails, to submit a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall have its claim subject to objection based on timeliness and may be forever barred, estopped, and enjoined from asserting such Claim against the Debtors (or submitting a Proof of Claim with respect thereto). In such event, the Debtors' property shall be forever discharged from any and all indebtedness or liability with respect to such Claim, and such holder shall not be permitted to vote to accept or reject any plan of reorganization filed in these chapter 11 cases or participate in any distribution on account of such Claim or receive further notices regarding such Claim.

Reservation of Rights. Nothing contained in this notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such Claims; (b) subsequently designate any scheduled Claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

Additional Information. If you have any questions regarding the Claims process and/or if you wish to obtain a copy of the Bar Date Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP or contacting the Notice and Claims Agent by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States and/or writing to the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. To the extent reasonably practicable, French language versions of this notice and of the Proof of Claim form are available on the Debtors' restructuring website at https://omniagentsolutions.com/TCP.

SCHEDULE "N"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 12, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

ORDER (I) APPROVING THE BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS, (II) SCHEDULING CERTAIN DATES AND DEADLINES WITH RESPECT THERETO, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (V) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF ASSUMED CONTRACTS, (VI) AUTHORIZING THE SALE OF ASSETS, AND (VII) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through and including twenty-five (25), is **ORDERED**.

DATED: November 12, 2026

Stacey L. Meisel
Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Bidding Procedures Order"): (a) authorizing and approving the proposed marketing, auction, and bidding procedures (the "Bidding Procedures") attached hereto as **Exhibit 1**, by which the Debtors will solicit and, if value maximizing, will select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of their Assets; (b) approving the Stalking Horse Bid Protections relating to the Stalking Horse Bidder, if any; (c) establishing certain dates and deadlines related thereto and scheduling an Auction, if needed, to determine the highest or otherwise best Bid available; (d) approving the form and manner of notice of the Auction, if any, and any hearing to approve a sale of some, all, or substantially all of the Debtors' assets, as may be necessary; (e) approving procedures for the assumption and assignment of certain Executory Contracts and Unexpired Leases in connection with the Sale Transaction; and (f) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the Bidding Procedures, as applicable.

Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** as set forth herein.

2. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bidding Procedures, which are fair, reasonable, and appropriate under the circumstances. The Bidding Procedures are designed to maximize value for the benefit of the Debtors' estates, their creditors, and other parties, including with respect to the proposed procedures for providing Stalking Horse Bid Protections as determined by the Debtors in an exercise of their business judgment in accordance with the Bidding Procedures.

3. The Debtors' proposed notice of the Motion and the Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and

the Local Rules, and (iii) adequate and sufficient under the circumstances of these chapter 11 cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to all interested persons and entities.

4. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

I. Important Dates and Deadlines.

5. **The Final Bid Deadline**. December 9, 2026, at 5:00 p.m. prevailing Eastern Time, is the deadline by which all Qualified Bids must be ***actually received*** by the parties specified in the Bidding Procedures.

6. **Stalking Horse Bidders and Stalking Horse Bid Protections**. The Debtors, upon entry of this Order, shall be authorized, but are not obligated or directed, in an exercise of their reasonable business judgment, to designate one or more Stalking Horse Bidders, in consultation with the Consultation Parties, with respect to the applicable Assets and enter into a stalking horse agreement (the "Stalking Horse APA") by no later than November 17, 2026 at 5:00 p.m. (prevailing Eastern time).

7. In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two (2) business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse APA (the "Stalking Horse Notice") and serve the Stalking Horse Notice on

the Stalking Horse Bidder and the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"). The Stalking Horse Notice shall: (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Bid submitted by the Stalking Horse Bidder and what portion (if any) is cash; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Bid submitted by the Stalking Horse Bidder; (d) specify any proposed Stalking Horse Bid Protections (including the amount and calculation thereof); (e) identify the applicable Assets to which the Stalking Horse Bid relates; (f) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (g) set forth the deadline to object to the Stalking Horse Bidder designation and any Stalking Horse Bid Protections. If there are no objections to the Stalking Horse Notice by 3:00 p.m. (prevailing Eastern Time) on the third (3rd) business day after filing with the Court (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party timely files an objection to the Stalking Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available. Only after, and within three (3) business days following, the later of (i) expiration of the Notice Period and (ii) if any objection to the Stalking Horse Bidder designation is timely filed, conclusion of the final hearing resolving all such

objections, the Debtors shall file with the Court and serve on the affected Contract or Lease Counterparties and their counsel of record, if known, a separate contract notice (the "Stalking Horse Contract Notice"). If no objection to the Stalking Horse Bidder designation is timely filed, the three (3)-business-day period shall run from expiration of the Notice Period. The Stalking Horse Contract Notice shall identify, to the extent then known, each Executory Contract and Unexpired Lease proposed to be assumed and assigned in connection with the Stalking Horse Bid, the applicable Contract or Lease Counterparty, the proposed assignee, and the proposed Cure Payment, if any. The Debtors shall provide the applicable Adequate Assurance Information and Adequate Assurance Package to such counterparties and their counsel of record, if known, concurrently with service of the Stalking Horse Contract Notice, in accordance with paragraphs 22 and 23 of this Order and subject to the confidentiality provisions of paragraph 22 of this Order. Neither the Stalking Horse Contract Notice nor the accompanying delivery of such information to counterparties shall be required upon filing or service of the Stalking Horse Notice; the Stalking Horse Contract Notice shall not be filed or served before the later of the events specified above. The Stalking Horse Contract Notice shall state that it is provided to permit counterparties to begin their review before service of the Assumption Notice and that the Notice Period does not apply to objections to assumption and assignment, Cure Payments, or adequate assurance of future performance. The Assumption Objection Deadline shall remain December 21, 2026, at 3:00 p.m., prevailing Eastern Time, and unresolved timely filed assumption and assignment objections shall

be heard at the Assumption Hearing on December 29, 2026, subject to paragraph 20 of this Order. Neither service of either the Stalking Horse Notice or the Stalking Horse Contract Notice nor entry of the Stalking Horse Order shall approve any assumption and assignment or replace the Assumption Notice or any required Supplemental Assumption Notice.

8. Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA (the "Stalking Horse Order"), the Debtors, in consultation with the Consultation Parties, are authorized, but not directed, to incur and pay (a) the Break-Up Fee, not to exceed three percent (3%) of the Purchase Price, and (b) the Expense Reimbursement, to one or more Stalking Horse Bidders in accordance with the terms of such Stalking Horse Order and Stalking Horse APA. In accordance with any Stalking Horse Order and Stalking Horse APA, (a) the Stalking Horse Bidder shall provide copies of all invoices submitted in connection with the Expense Reimbursement to counsel to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, who shall have five (5) business days from receipt to review the invoices for reasonableness; (b) in the event that the U.S. Trustee or any statutory committee files with this Court an objection to any such invoice by 3:00 p.m. (prevailing Eastern Time) on the fifth (5th) business day after its receipt thereof, the undisputed portion of such invoice shall be paid without further order of the Court, and the portion of such invoice subject to such objection shall not be paid until resolution of such objection by the parties or this Court; and (c) in the event none of the U.S. Trustee or any statutory committee files with this Court an objection to any invoice by 3:00

p.m. (prevailing Eastern Time) on the fifth (5th) business day after its receipt thereof, such invoice shall be paid in the manner and subject to the terms and conditions set forth in the Stalking Horse Order and Stalking Horse APA without further order of the Court and shall not be subject to any further review, challenge or disgorgement.

9. Except for the Stalking Horse Bid Protections provided to the Stalking Horse Bidder, if any, no person or entity shall be entitled to any expense reimbursement, break-up fees, "topping," termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for break-up fees, expense reimbursement, or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

10. **The Auction**. The date and time of the Auction, if needed, is December 11, 2026, at 10:00 a.m. prevailing Eastern Time, which time may be modified by the Debtors, in consultation with the Consultation Parties, upon written notice with the Court. The Auction will be held at the offices of proposed co-counsel to the Debtors: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, or such other place as the Debtors determine. Only the Debtors, the Qualified Bidders, the Consultation Parties, the U.S. Trustee, and any information officer appointed by the Canadian Court in the Canadian Proceedings, along with their representatives and advisors shall be permitted to attend the Auction in person. All other parties in interest and landlords whose counsel have filed a notice of appearance in these chapter 11 cases may attend

the Auction remotely for purposes of monitoring the Auction upon affirmatively contacting the Notice Parties no later than two (2) days prior to the Auction, consistent with Section XI.c of the Bidding Procedures. Only Qualified Bidders shall be permitted to bid at the Auction and be entitled to make Overbids (as defined in the Bidding Procedures) at the Auction. The Debtors shall send written notice (e-mail being sufficient) of the date, time, and place of any Auction to the Qualified Bidders no later than two (2) business days before such Auction and will post notice of the date, time, and place of such Auction no later than two (2) business days before such Auction on the website of the Debtors' proposed notice, claims, and solicitation agent, Omni Agent Solutions, Inc. (the "Claims and Noticing Agent") at https://omniagentsolutions.com/TCP. The Debtors may suspend or terminate the auction at any time if the Debtors determine, in consultation with the Consultation Parties, in their reasonable business judgment, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors.

11. **Notice of Successful Bidder**. Within twenty-four (24) hours after the conclusion of the Auction, if any (or, if no Auction is held, the Bid Deadline), the Debtors shall file a notice identifying the Successful Bidder.

12. **Sale Objection Deadline**. Except for objections to assumption and assignment reserved under paragraph 19 or governed by paragraph 20.d of this Order, objections to the Sale Transaction(s) and the Sale Order must: (a) be in writing and specify the nature of such objection;

(b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (c) be filed with the Court and served so as to be ***actually received*** by the Debtors by December 14, 2026, at 3:00 p.m., prevailing Eastern Time ("Sale Objection Deadline").

13. **Failure to Object**. If any party fails to timely file with the Court and serve an objection by the Sale Objection Deadline or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to any Sale Transaction(s), such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of any Sale Transaction(s), including the transfer of the applicable Assets to a Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to the Sale Transaction(s) for the purposes of section 363(f) of the Bankruptcy Code; *provided*, that failure to object by the Sale Objection Deadline shall not bar any objection to assumption and assignment, Cure Payments, or adequate assurance of future performance reserved for the Back-Up Assumption Order under paragraph 19 of this Order or timely filed and served under paragraph 20.d of this Order; *provided, further*, that nothing in this Bidding Procedures Order or the Bidding Procedures shall (i) constitute, or be deemed to constitute, the consent of either of the respective Prepetition Agents (as defined in the First Day Declaration), or any agent under a postpetition financing facility to a sale of any Assets free and clear of any liens, or (ii) limit, waive, or impair any right of such parties under sections 363(f) or 363(k) of the Bankruptcy Code, or any

order of the court, each of which rights are expressly reserved.

14. **The Sale Hearing**. December 15, 2026, at 1:00 p.m. (prevailing Eastern Time) is the date and time for the hearing at which the Court will consider approval of the Successful Bid or Successful Bids, if needed (the "Sale Hearing"). The Sale Hearing may be adjourned, in consultation with the Consultation Parties, in the Debtors' business judgment by announcement in open Court or on the Court's calendar without any further notice required.

II. The Auction, Bidding Procedures, Auction Notice, and Related Relief.

15. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are incorporated herein and are approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Sale Transaction. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Bidding Procedures Order. The Debtors are authorized to take all actions necessary to implement the Bidding Procedures. Notwithstanding anything to the contrary in this Order or the Bidding Procedures, Unexpired Leases may not be purchased on a standalone basis pursuant to the Bidding Procedures, whether individually or in a portfolio. Pursuant to the Bidding Procedures, an Unexpired Lease may be acquired only in connection with the same purchaser's acquisition of Assets other than Unexpired Leases in the applicable Sale Transaction. Subject to the terms of the Bidding Procedures, the Debtors may modify the Bidding Procedures as necessary or appropriate to maximize the value of their estates.

16. Any deposit (including any Good Faith Deposit) provided by a Qualified Bidder shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement, the Bidding Procedures, or order of this Court, as applicable.

17. The Auction Notice, substantially in the form attached hereto as **Exhibit 2**, is approved. Within three (3) business days following the entry of this Bidding Procedures Order, the Debtors will cause the Auction Notice to be served upon (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (c) counsel for any statutory committee appointed in these cases; (d) counsel to the Prepetition ABL Agent; (e) counsel to the Prepetition Term Loan Agent; (f) counsel to any agent under a postpetition financing facility; (g) the U.S. Securities and Exchange Commission; (h) the United States Attorney's Office for the District of New Jersey; (i) the attorneys general in the states where the Debtors conduct their business operations; (j) the Internal Revenue Service; (k) all parties who have expressed a written interest in the Assets; (l) all known holders of liens, encumbrances, and other claims secured by the Assets; (m) each governmental agency that is an interested party with respect to the Sale Transactions; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. Within three (3) business days after entry of the Order, the Debtors shall post the Auction Notice on the website of the Debtors' proposed Claims and Noticing Agent, Omni Agent Solutions, Inc., at https://omniagentsolutions.com/TCP and shall publish the

Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any Assets of the Canadian Debtors or Assets that are located in Canada are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir in French (or such other French-language newspaper as the Debtors may select).

18. Pursuant to Local Rule 6004-2: (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any bad faith or collusion with respect to the bidding or the Sale Transaction, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly, with in-person attendance limited to the parties specified in paragraph 10 above and remote attendance for monitoring the Auction available to landlords and other parties in interest in accordance with paragraph 10 above and Section XI.c of the Bidding Procedures; and (c) the bidding at the Auction will be documented, recorded, or videotaped.

III. The Assumption and Assignment Procedures.

19. The procedures set forth in paragraph 20 below regarding the assumption and assignment of any Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Successful Bidder, if any, pursuant to section 365(f) of the Bankruptcy Code in connection with any Sale Transaction are approved to the extent set forth herein. Notwithstanding anything to the contrary in this Order or the Bidding Procedures, the assumption and assignment procedures for Executory Contracts or

Unexpired Leases applicable to a Back-Up Bidder, including any Back-Up Bidder subsequently deemed a Successful Bidder, are excluded from the assumption and assignment procedures approved by this Order, including paragraphs 20 through 24. A subsequent order referencing this Order and the Bidding Procedures shall govern such assumption and assignment (the "Back-Up Assumption Order"). All notice, adequate assurance, cure, objection, hearing, and approval procedures for such assumption and assignment applicable to any Back-Up Bidder shall be governed exclusively by the Back-Up Assumption Order. For the avoidance of doubt, the foregoing reservation applies solely to the procedures for approval of the assumption and assignment of Executory Contracts and Unexpired Leases to a Back-Up Bidder. Except as otherwise expressly provided in the Bidding Procedures, all requirements applicable to the submission and qualification of Bids, including the information required with a Bid, Auction participation, deposits, designation, bid irrevocability, and consummation of the applicable Sale Transaction shall continue to apply.

20. Subject to paragraph 19 above, the Assumption and Assignment Procedures shall govern the assumption and assignment of all of the Debtors' Executory Contracts and Unexpired Leases to be assumed and assigned in connection with any Sale Transaction, subject to the payment of any amount necessary to satisfy all defaults and actual pecuniary loss to the counterparty resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds and monetary and non-monetary obligations that the relevant counterparty can assert under

an Executory Contract or Unexpired Lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to an Executory Contract or Unexpired Lease (the foregoing amounts as stated in the Assumption Notice, the "Cure Payments"):

a. **Notice of Assumption**. On December 11, 2026, after conclusion of any Auction (or, if no Auction is held, the Bid Deadline), the Debtors shall file on the docket and serve a notice of contracts proposed to be assumed and assigned to any Successful Bidder, in substantially the form attached hereto as **Exhibit 3** (the "Assumption Notice"), via first-class mail on the Contract or Lease Counterparties and their counsel of record, if known. The Assumption Notice shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the Executory Contract or Unexpired Lease, (ii) the name of the Contract or Lease Counterparty, (iii) the Debtors' good faith estimates of the Cure Payments, if any, required in connection with the Executory Contract or Unexpired Lease, (iv) the identity of the proposed assignee, and (v) the Assumption Objection Deadline (as defined below); *provided*, however, that service of an Assumption Notice shall not constitute an admission that any Executory Contract or Unexpired Lease listed thereon is an executory contract or unexpired lease or that such stated Cure Payment constitutes a claim against the Debtors or a right against any Successful Bidder, all rights with respect thereto being expressly reserved. Further, the inclusion of a contract on the Assumption Notice is not a guarantee that such contract will ultimately be assumed and assigned. The Stalking Horse Contract Notice required under paragraph 7 is separate from, and does not replace, the Assumption Notice or any required Supplemental Assumption Notice.

b. **Cure Payments**. The payment of the applicable Cure Payments by the Debtors and/or the Successful Bidder, as applicable, shall (i) effect a cure of all defaults existing thereunder and (ii) compensate the applicable Contract or Lease Counterparties for any actual pecuniary loss to such counterparty resulting from such default. Adequate assurance of future

performance shall be subject to the information requirements and objection and approval procedures set forth in paragraphs 20.d, 20.e, 22, and 23 of this Order.

c. **Supplemental Assumption Notice**. To the extent the Debtors, at any time after the Auction (or, if no Auction is held, the Bid Deadline) (i) identify additional Executory Contracts or Unexpired Leases that may be assumed by and assigned to the Successful Bidder, (ii) remove any Executory Contracts or Unexpired Leases from the list attached to the Assumption Notice, and/or (iii) modify the previously stated Cure Payment associated with any Executory Contract or Unexpired Lease, the Debtors will file with this Court and serve in accordance with the noticing procedures approved for the Assumption Notice attached hereto as **Exhibit 3**, a supplemental notice of contract or lease assumption (a "Supplemental Assumption Notice") on each of the Contract or Lease Counterparties affected by the Supplemental Assumption Notice as soon as is reasonably practicable. Each Supplemental Assumption Notice will include the same information with respect to listed Executory Contracts or Unexpired Leases as was included in the Assumption Notice. Except as otherwise provided in any purchase agreement, the Debtors (in consultation with the Successful Bidder) may add or remove Executory Contracts and Unexpired Leases from the list of Executory Contracts and Unexpired Leases to be assumed in connection with the Sale Transaction(s) at any time up to and including two (2) business days prior to Closing.

d. **Objections**. All objections, if any, to the proposed assumption and assignment of any Executory Contract or Unexpired Lease, including objections to the Cure Payment proposed with respect thereto and to adequate assurance of future performance by the proposed assignee, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payment, state the Cure Payment alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon (a) proposed counsel to the Debtors, (b) counsel to the Successful Bidder, if any, (c) the Office of the United States Trustee for the District of New Jersey, and (d) any other party that has filed a notice of appearance in these chapter 11 cases, so as to be ***actually***

received **no later than December 21, 2026, at 3:00 p.m., prevailing Eastern Time, (the "Assumption Objection Deadline"), or the deadline set forth in a Supplemental Assumption Notice, as applicable, which shall be no earlier than the Assumption Objection Deadline and no less than ten (10) days after service of such Supplemental Assumption Notice and the applicable Adequate Assurance Information**. The Assumption Objection Deadline shall apply to all objections to assumption and assignment, including objections to Cure Payments and adequate assurance of future performance, notwithstanding the Sale Objection Deadline. The Debtors may extend the Assumption Objection Deadline or the deadline set forth in a Supplemental Assumption Notice by filing and serving a notice of such extension on the affected Contract or Lease Counterparties and their counsel of record, if known.

e. **Dispute Resolution**. The assumption and assignment of Executory Contracts and Unexpired Leases shall not be approved at the Sale Hearing or in the Sale Order entered in connection therewith. If no objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease, including the applicable Cure Payment and adequate assurance of future performance, is timely filed and served by the Assumption Objection Deadline or the applicable deadline set forth in a Supplemental Assumption Notice, the Debtors may submit a proposed order approving such assumption and assignment under a certificate of no objection, without further hearing. Any timely filed objection that remains unresolved shall be heard by this Court on December 29, 2026, at a time to be announced, subject to Court availability (the "Assumption Hearing"), or, for a Supplemental Assumption Notice with an objection deadline that has not expired before such hearing, on such later date as the Court may fix upon notice to the affected Contract or Lease Counterparty and its counsel of record, if known. No Executory Contract or Unexpired Lease subject to a timely filed objection shall be assumed and assigned unless and until such objection is resolved by agreement or by the Court and an order approving such assumption and assignment is entered.

f **Contract or Lease Assumption**. No Executory Contract or Unexpired Lease shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the later of (i) the date the Court has entered an order

assuming and assigning such Executory Contract or Unexpired Lease or (ii) the date the Sale Transaction has closed.

21. Any party failing to timely file an objection to the Cure Payments or the proposed assumption and assignment of an Executory Contract or Unexpired Lease listed on the Assumption Notice or a Supplemental Assumption Notice is deemed to have consented to (a) such Cure Payment, (b) the assumption and assignment of such Executory Contract or Unexpired Lease, (c) the related relief requested in the Motion, (d) adequate assurance of future performance, and (e) the applicable Sale Transaction. Such party shall be forever barred and estopped from objecting to the Cure Payments, the assumption and assignment of the applicable Executory Contract or Unexpired Lease, adequate assurance of future performance, the relief requested in the Motion, whether or not applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code, and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder with respect to the applicable Executory Contract or Unexpired Lease.

22. The Debtors shall, concurrently with the service of the Stalking Horse Contract Notice at the time specified in paragraph 7 and simultaneously with service of the Assumption Notice or any Supplemental Assumption Notice, serve the Adequate Assurance Information for the proposed assignee on the applicable Executory Contract or Unexpired Lease counterparties, including landlords, and their counsel of record, if known, without the need for a request, demonstrating the proposed assignee's ability to comply with the requirements of adequate

assurance of future performance; *provided* that any such evidence that constitutes nonpublic information shall be provided on a confidential basis. Delivery of the Adequate Assurance Information and Adequate Assurance Package with the Stalking Horse Contract Notice shall occur only at the time specified in paragraph 7 and shall not replace the delivery required with the Assumption Notice or any Supplemental Assumption Notice. All bidders are deemed to consent to the transmission of such evidence of adequate assurances of future performance on a confidential basis to the applicable Executory Contract or Unexpired Lease counterparties, including landlords, and their counsel of record, if known, via e-mail with such information to be used only for the purpose of assessing the applicable bidder.

23. Adequate assurance of future performance may include, among other things, audited and unaudited financial statements, tax returns, bank account statements, and a description of the business to be conducted at the premises, the specific name of the proposed assignee/tenant, if not the prospective purchaser, and the proposed name under which the assignee intends to operate; the potential assignee's intended use for the space if different from the present operation; cash flow projections for the proposed assignee; all cash flow projections for the lease(s) subject to the assignment request, and any financial projections, calculations and/or pro-formas prepared in contemplation of purchasing the lease(s); any documents and other evidence of the potential assignee's experience operating; a contact person for the proposed assignee that landlords may directly contact in connection with the adequate assurance of future performance; and/or such other

documentation as the Debtors may reasonably request. To the extent the prospective bidder is a newly formed entity (a "Newco"), written evidence of adequate assurance of future performance may also include when such Newco was formed, how it will be financed, together with evidence of any financial commitments, and identify what credit enhancements, if any, will be available to guarantee the obligations under the leases, and such other documentation as the Debtors may request (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled PDF document.

24. The inclusion of an Executory Contract or Unexpired Lease in the Assumption Notice or a Supplemental Assumption Notice will not obligate any Debtor to assume such Executory Contract or Unexpired Lease listed thereon or a Successful Bidder to take assignment of such assumed Executory Contract or Unexpired Lease. Only those Executory Contracts and Unexpired Leases that are included on a schedule of assumed and assigned contracts attached to the executed definitive asset purchase agreement with a Successful Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Successful Bidder. No Executory Contract or Unexpired Lease in the Assumption Notice or a Supplemental Assumption Notice shall be assumed other than in connection with (and concurrently with the effectiveness of) the assignment of such Executory Contract or Unexpired Lease to the applicable Successful Bidder.

IV. Miscellaneous.

25. Nothing in this Bidding Procedures Order or the Bidding Procedures shall be deemed a waiver of any rights, remedies or defenses that any party (including, but not limited to, the Debtors and the Stalking Horse Bidder, if any, or any other prospective purchaser) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, or related agreements or any letters of credit relating thereto, or any rights, remedies, or defenses of the Debtors with respect thereto, including seeking Bankruptcy Court relief with respect to the Auction, the Bidding Procedures, the Sale Transaction, and any related items (including, if necessary, to seek an extension of the Bid Deadline).

26. Subject to paragraphs 20.d and 20.e of this Order, the Debtors, in consultation with the Consultation Parties, may modify any of the dates and deadlines set forth herein without further order of the Court; *provided* that the Debtors will serve notice (with e-mail from proposed co-counsel to the Debtors being sufficient) to any Qualified Bidder, as applicable and appropriate, informing them of such modification. The Debtors are further authorized, but not directed, to conduct multiple Sale Transactions and/or Auctions (as necessary) in substantial conformity with the Schedule and Bidding Procedures established through this Bidding Procedures Order.

27. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Bidding Procedures Order shall not diminish or impair the effectiveness or enforceability of such provision.

28. In the event of any inconsistencies between this Bidding Procedures Order and the Motion and/or the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

29. The Debtors may modify any Good Faith Deposit as necessary or appropriate, based on the Assets being sold in consultation with the Consultation Parties.

30. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Bidding Procedures Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Bidding Procedures Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

31. Notwithstanding the relief granted in this Bidding Procedures Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to, and in compliance with, any interim or final order (each, a "Financing Order") entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral, including compliance with any budget (as defined in any Financing Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of any Financing Order. To the extent there is any inconsistency between the terms of any Financing Order and the terms of this Bidding Procedures Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

32. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures are satisfied by such notice.

33. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Bidding Procedures Order are immediately effective and enforceable upon its entry.

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

35. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

Exhibit 1

Bidding Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

BIDDING PROCEDURES FOR THE SUBMISSION, RECEIPT, AND ANALYSIS OF BIDS IN CONNECTION WITH THE SALE OF THE DEBTORS' ASSETS

On November 8, 2026, each of the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Court"). On November 9, 2026, THE CHILDREN'S PLACE, INC., as proposed foreign representative (if appointed in such capacity, the "Foreign Representative"), commenced ancillary proceedings in Canada (the "Canadian Proceedings") on behalf of the Debtors' estates under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 the ("CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court").

The Debtors propose to, through one or more transactions, sell or dispose of all, substantially all, or any portion of their assets to the highest or otherwise best bidder through a competitive bidding process (each, a "Sale Transaction") designed to generate maximum value for the Debtors, their estates, and other parties in interest followed by a court-supervised wind-down of the Debtors' remaining store operations.

On [__], 2026, the Court entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* (the "Bidding Procedures Order"),[2] approving, among other things, these

[1] A complete list of each of the debtors, including each debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them later in these Bidding Procedures, in the *Debtors' Motion for Entry of an Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* (the "Bidding Procedures

bidding procedures (the "Bidding Procedures"). These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a marketing process and, if necessary, an auction (the "Auction") for a sale of all, substantially all, or any portion of their assets pursuant to one or more Sale Transactions. On [__], 2026, the Canadian Court granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

Copies of the Bidding Procedures Order or any other documents in the Debtors' chapter 11 cases are available upon request to the Debtors' Claims and Noticing Agent, Omni Agent Solutions, Inc. by calling (866) 205-3149 (U.S. / Canada) or 1 (818) 510-4678 (International) or visiting the Debtors' restructuring website at (https://omniagentsolutions.com/TCP).

I. The Assets to be Auctioned.

The Debtors seek to sell all, substantially all, or any portion of their assets to the person or entity making the highest or otherwise best Bid through the process outlined in these Bidding Procedures. These assets being marketed in the sale process include substantially all of the Debtors' assets, including, but not limited to, the Debtors' going-concern business, unexpired leases, executory contracts, real property, equipment, inventory, supplies, intellectual property, insurance proceeds, prepaid expenses and deposits, and books and records, in each case, free and clear of all liens, claims, interests, or other encumbrances (collectively, the "Assets"). Unexpired Leases may not be purchased on a standalone basis pursuant to these Bidding Procedures, whether individually or in a portfolio. Pursuant to these Bidding Procedures, an Unexpired Lease may be acquired only in connection with the same purchaser's acquisition of Assets other than Unexpired Leases in the applicable Sale Transaction.

II. Public Announcement of the Auction.

Within three (3) business days after entry of the Bidding Procedures Order, the Debtors shall (a) cause (i) a notice of the Auction substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Auction Notice"), (ii) the Bidding Procedures Order, and (iii) these Bidding Procedures to be served on the parties specified in paragraph 17 of the Bidding Procedures Order; (b) within three (3) business days after entry of the Bidding Procedures Order, post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP; and (c) within three (3) business days after entry of the Bidding Procedures Order, publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any Canadian Assets are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir (or such other French-language newspaper as the Debtors may select). Any information officer appointed by the Canadian Court in the Canadian Proceedings will also post the Auction Notice on its case website.

Motion") filed contemporaneously herewith, or in the Bidding Procedures Order, as applicable.

III. The Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, including to receive access to due diligence materials, a person or entity interested in purchasing some or all of the Assets (a "Potential Bidder") must deliver or have previously delivered to the Debtors and their advisors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

b. identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale Transaction;

c. a statement of the portion of the Assets that the Potential Bidder intends to acquire;

d. sufficient information to demonstrate that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of any portion, all, or substantially all of the Debtors' Assets, the adequacy of which must be acceptable to the Debtors; and

e. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid.

The Debtors, in consultation with their advisors, and in consultation with the Consultation Parties,[3] will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (such Potential Bidder, an "Acceptable Bidder"). For the avoidance of doubt, any party that has already executed a Confidentiality Agreement and submitted a non-binding indication of interest prior to the Petition Date and, in the judgment of the Debtors, and in consultation with the Consultation Parties, has provided adequate forms of the preliminary documentation requested above, shall be deemed to be an Acceptable Bidder and automatically be authorized to conduct due diligence and submit a Bid. An Acceptable Bidder shall not be eligible to participate in the Auction unless such Acceptable Bidder meets the requirements set forth in Section IV below.

[3] "Consultation Parties" means the Prepetition Agents, any agent under a postpetition financing facility, and any statutory committee appointed in these chapter 11 cases; *provided*, *however*, that to the extent any Prepetition Agent or agent under a postpetition financing facility submits any Bid (including a Credit Bid that is either revocable or subject to amendment) for any Assets, such Prepetition Agent or agent under a postpetition financing facility shall not be a Consultation Party.

IV. The Qualified Bid Requirements.

To be eligible to participate in the Auction, an Acceptable Bidder must deliver to the Debtors and their advisors an irrevocable offer to purchase some or all of the Assets in the form of a document signed by the Acceptable Bidder (each, a "Bid"), and shall meet the following criteria, in each case, on or prior to the Bid Deadline:

a. ***Purchased Assets and Assumed Liabilities***. Each Bid must clearly state the following: (i) which particular Assets are to be included in the applicable Sale Transaction; (ii) if applicable, the liabilities and obligations to be assumed, including any cure costs to be assumed; and (iii) any executory contracts (the "Executory Contracts") and unexpired leases (the "Unexpired Leases") proposed to be assumed by the Debtors and assigned to the Acceptable Bidder; *provided*, that any Bid proposing to acquire an Unexpired Lease must also provide for the Acceptable Bidder's purchase of Assets other than Unexpired Leases in the applicable Sale Transaction, and no Bid solely for one or more Unexpired Leases shall be accepted;

b. ***Good Faith Deposit***. Each Bid must be accompanied by a cash deposit equal to ten percent (10%) of the applicable Purchase Price, to be held in an escrow account to be identified and established by the Debtors (the "Good Faith Deposit"). The Debtors may modify any Good Faith Deposit as necessary or appropriate, based on the Assets being sold in consultation with the Consultation Parties. To the extent that a Bid is modified to increase its proposed Purchase Price at or prior to the Auction, the applicable Acceptable Bidder must adjust its Good Faith Deposit such that it equals ten percent (10%) of the increased aggregate Purchase Price promptly and in no event later than one (1) business day following the conclusion of the Auction. Each Bid shall include a written acknowledgement from the bidder that, in the event of the Acceptable Bidder's breach of, or failure to perform under the applicable purchase agreement, the Debtors and their estates shall be entitled to retain the Good Faith Deposit as part of the damages to the Debtors and their estates resulting from such breach or failure to perform, and the Debtors shall be entitled to pursue all other available legal and equitable remedies that may be available to the Debtors. The Debtors' retention of a Good Faith Deposit shall not constitute a waiver of any of the Debtors' legal or equitable rights relating to a Successful Bidder's or Back-Up Bidder's breach or failure to perform, and all such rights and remedies are preserved;

c. ***Purchase Price***. Each Bid must: (i) clearly specify the purchase price to be paid for the applicable Assets (the "Purchase Price"); (ii) identify separately any cash and non-cash components of the Purchase Price; and (iii) indicate the allocation of the Purchase Price among the applicable Assets (including liabilities and obligations to be assumed in connection with any Sale Transaction), including an allocation of the Purchase Price to any Assets of the Canadian Debtors or other Assets located in Canada. The Purchase Price should be a single point value in U.S. dollars on a cash-free, debt-free basis. Any Bid

for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all of the Assets or whether the Bid should be viewed as a separate Bid for one or more sets of Assets;

d. ***Sources of Financing***. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, such Bid must include evidence of committed financing from a reputable financing institution, documented to the satisfaction of the Debtors, that demonstrates that the Acceptable Bidder has received sufficient funding commitments to satisfy the Acceptable Bidder's obligations under the applicable Sale Transaction as well as any other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals and shall have covenants and conditions acceptable to the Debtors. The Debtors will view more positively Acceptable Bidders that have, or have immediate access to, the cash necessary to fund the Purchase Price directly themselves;

e. ***Bid Documents***. Each Bid must include duly executed and non-contingent transaction documents necessary to effectuate any Sale Transaction contemplated in the Bid (the "Bid Documents") and must be submitted by the Bid Deadline. The Bid Documents shall include, at a minimum: (i) a purchase agreement, the form of which will be provided to any Acceptable Bidder prior to the Bid Deadline (the "Form APA"), including the exhibits and schedules related thereto and any related material documents integral to such Bid pursuant to which the Acceptable Bidder proposes to effectuate any Sale Transaction, along with copies that are marked to reflect any amendments and modifications from the Form APA, which amendments and modifications may not be materially more burdensome than the Form APA or otherwise inconsistent with these Bidding Procedures; (ii) a schedule of Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors and assigned to the Acceptable Bidder pursuant to the applicable Bid; (iii) a statement from the Acceptable Bidder specifying what, if any, other materials, conditions, due diligence, documents, exhibits, schedules, and/or ancillary materials are integral to such Bid or the Debtors' consideration thereof; (iv) any other material documents integral to such Bid; and (v) a statement from the Acceptable Bidder that (A) it is prepared to consummate the applicable Sale Transaction, subject to any necessary regulatory approvals, as specified by the Acceptable Bidder in such Bid Documents and (B) to the extent such Acceptable Bid is designated as a Qualified Bid pursuant to these Bidding Procedures, such Qualified Bid will be irrevocable (whether or not such Qualified Bid is selected as the Successful Bid or next highest or otherwise best bid (the "Back-Up Bid")) until the consummation of the applicable Sale Transaction;

f. ***No Qualified Bidder Bid Protections***: Unless such Qualified Bid is selected as a stalking horse bid (a "Stalking Horse Bid"), a Qualified Bid must include a statement that the bid does not entitle such bidder to any break-up fee,

termination fee, expense reimbursement, or similar type of payment or reimbursement and a waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for the applicable Assets;

g. ***Employee Obligations***. Each Bid must indicate whether the Acceptable Bidder intends to hire all employees of the Debtors. If the Acceptable Bidder does not intend to hire all employees of the Debtors, the Acceptable Bidder must include a description of the Acceptable Bidder's intentions with respect to the relevant members of the Debtors' current management team and other employees who are employed primarily in connection with the applicable Assets, and a description of any contemplated incentive plan, to the extent applicable;

h. ***Contingencies; No Financing or Diligence Outs***. The Bid must not contain any contingencies as to the validity, effectiveness, or binding nature of the Bid, including, without limitation, contingencies for due diligence and inspection or financing of any kind (including any conditions pertaining to financial performance, conditions, or prospects), and all diligence must be completed before the Bid Deadline;

i. ***Identity & Corporate Authority***. Each Bid must: (i) fully disclose the identity of each entity that will be participating in connection with such Bid (including any equity owners, sponsors, or other co-investors), and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the applicable Sale Transaction on the terms contemplated by the parties; and (ii) include contact information for the specific person(s) and counsel whom the Debtors' advisors should contact regarding such Bid. A Bid must also fully disclose any business relationships, affiliations, or agreements with the Debtors, any other known, potential, prospective bidder, Acceptable Bidder, or Qualified Bidder, or any officer, director, or equity security holder of the Debtors. Each Bid must contain evidence that the Acceptable Bidder has obtained all necessary authorizations or approvals from its shareholders and/or its board of managers or directors, or any other internal and other approvals, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;

j. ***As-Is, Where-Is***. Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the applicable Sale Transaction prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the applicable Assets in making its Bid; (iii) did not rely, is not relying, and will not rely, on or receive from any person or entity (including any of the Debtors or their advisors or other representatives, or any information officer appointed by the Canadian Court in the Canadian Proceedings) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether

express, implied, by operation of law, or otherwise, including regarding the completeness of any information provided in connection therewith, except as expressly stated in the Acceptable Bidder's proposed purchase agreement; and (iv) agrees that, upon Closing, the Debtors shall sell and transfer to the Successful Bidder, and the Successful Bidder shall accept, the Assets identified in the Successful Bidder's proposed purchase agreement, to the extent expressly provided in the Court's order approving the applicable Sale Transaction with respect to such Assets. Neither the Debtors nor any of their advisors will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining or relating to the Assets that the Debtors, any advisor, or any agent representing or purporting to represent the Debtors might have made or furnished, directly or indirectly, orally or in writing, to any person whatsoever unless (with respect to the Debtors only) specifically set forth in the Court's order approving a Sale Transaction with respect to such Assets;

k. ***Adequate Assurance of Future Performance and Information***. Each Bid must: (i) identify the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned in connection with the applicable Sale Transaction; (ii) provide for payment of Cure Payments (as defined in the Bidding Procedures Order) related to such Executory Contracts and Unexpired Leases by the Acceptable Bidder; (iii) be accompanied by financial and other information (the "Adequate Assurance Information") that, in the Debtors' business judgment, is sufficient and adequate to demonstrate that such Acceptable Bidder (A) has the financial wherewithal and ability to consummate the applicable Sale Transaction, and (B) can satisfy the adequate assurance requirements of sections 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code; and (iv) identify a contact person that parties may contact to obtain additional Adequate Assurance Information;

l. ***Privacy Policies***. The Acceptable Bidder must comply in all respects with the Debtors' consumer privacy practices, which do not restrict the transfer of the personally identifiable information of its customers, and, with respect to the personal information of individuals in Canada, with applicable Canadian federal and provincial privacy legislation, and each Bid must contain a statement acknowledging such compliance;

m. ***No Collusion***. The Acceptable Bidder must acknowledge in writing: (i) that it has not engaged in any collusion with respect to any Bids or the applicable Sale Transaction, including specifying that it did not agree with any Acceptable Bidders or Potential Bidders to control price; and (ii) that it agrees not to engage in any collusion with respect to any Bids, the Auction, or the applicable Sale Transaction. For the avoidance of doubt, this requirement does not restrict Potential Bidder(s) from working with other Potential Bidder(s) with the Debtors' prior written consent (with e-mail from the Debtors' advisors being sufficient);

n. ***Joint Bids***. The Debtors will be authorized to approve joint Bids in their reasonable business judgment on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures;

o. ***Acknowledgement of Compliance with these Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, and Non-Bankruptcy Law***. Each Bid must acknowledge its compliance in all respects with these Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, the CCAA and any orders of the Canadian Court in the Canadian Proceedings (if applicable), and any applicable non-bankruptcy law;

p. ***Good Faith Offer***. Each Bid must constitute a good faith, *bona fide* offer to consummate any Sale Transaction;

q. ***Back-Up Bid***. Each Bid shall provide that the Acceptable Bidder will serve as a Back-Up Bidder if the Acceptable Bidder's Bid is, in the Debtors' business judgment, the next highest or otherwise best bid for some or all of the Assets after the Successful Bid and that, in the event such Bid is chosen as the Back-Up Bid, it shall remain irrevocable until the Debtors and the Successful Bidder consummate the applicable Sale Transaction;

r. ***Regulatory Approvals and Covenants***. Each Bid must set forth each regulatory and third-party approval, if any, required for the Acceptable Bidder to consummate the applicable Sale Transaction and the time period within which the Acceptable Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty days following execution and delivery of the applicable purchase agreement and/or confirmation of the Debtors' chapter 11 plan (the "Plan"), those actions the Acceptable Bidder will take to ensure receipt of such approvals as promptly as possible), and any further information necessary for, or related to the likelihood of, obtaining such approvals;

s. ***Expected Closing Date***. Each Bid must state the Acceptable Bidder's expected date of closing of the applicable Sale Transaction (the "Closing"). A Bid by an Acceptable Bidder must be reasonably likely, in the Debtors' business judgment, to be consummated within a time frame acceptable to the Debtors;

t. ***No Fees***. Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Sale Transaction, and by submitting its Bid(s) is agreeing to disclaim any right to receive any payments or amounts analogous to a break-up fee, expense reimbursement, termination fee, or other similar form of compensation; *provided* that the Debtors are authorized to provide the Stalking Horse Bid Protections (as defined below) to one or more Stalking Horse Bidders (as defined below) in accordance with these Bidding Procedures.

u. ***Adherence to Bidding Procedures***. By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after the conclusion of the Auction;

v. ***Consent to Jurisdiction***. Any bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, to the Auction, the Sale Transaction(s), and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, and the Closing, as applicable, and must also submit to the jurisdiction of the Canadian Court with respect to any matter relating to the Assets of the Canadian Debtors or other Assets located in Canada or any Canadian Sale Order;

w. ***Conditions to Closing***. Each Bid must identify with particularity any conditions to Closing, including the Executory Contracts and Unexpired Leases for which assumption and assignment is required; and

x. ***Transition Services***. Each Bid must describe the types of transition services, if any, the Acceptable Bidder would require of and/or provide to the Debtors or any of the Debtors' non-Debtor affiliates, including an estimate of the time any such transition services would be required of and/or provided to the Debtors or any of the Debtors' non-Debtor affiliates, and that the Acceptable Bidder will be responsible for the actual costs of providing any such services.

Only Bids fulfilling all of the preceding requirements contained in this Section IV, or otherwise in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, may be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids, as determined in the Debtors' reasonable business judgment in consultation with the Consultation Parties, may be deemed to be "Qualified Bidders."

None of the Debtors, any information officer appointed by the Canadian Court in the Canadian Proceedings or any of their respective advisors or representatives are making or have at any time made any warranties or representations of any kind or character, express or implied, with respect to the Assets and any liabilities and obligations to be assumed in connection with any Sale Transaction, including, but not limited to, any warranties or representations as to operating history or projections, valuation, governmental approvals, the compliance of any Sale Transaction with governmental laws, the truth, accuracy, or completeness of any documents related to the Assets, or any other information provided by or on behalf of the Debtors to a bidder, or any other matter or thing regarding the Assets. All Acceptable Bidders must acknowledge and agree that upon closing the Debtors shall sell and transfer to the Successful Bidder and the Successful Bidder shall accept the applicable Assets, except to the extent expressly provided in the Court's Sale Order and the Canadian Sale Order, if applicable. None of the Debtors, any information officer appointed by the Canadian Court in the Canadian Proceedings or any of their respective advisors or representatives will be liable for or bound by any express or implied warranties, guaranties,

statements, representations, or information pertaining or relating to the Assets that the Debtors, any advisor, or any agent representing or purporting to represent the Debtors might have made or furnished, directly or indirectly, orally or in writing, to any person whatsoever unless (with respect to the Debtors only) specifically set forth in the Court's Sale Order and the Canadian Sale Order (as defined below), if applicable.

There shall be no communications between or among Potential Bidders and/or Acceptable Bidders unless the Debtors' advisors have authorized such communication in writing (with e-mail from the Debtors' advisors being sufficient). The Debtors reserve the right, in their business judgment, in consultation with the Consultation Parties, to disqualify any Potential Bidders or Acceptable Bidders that have made communications between or among themselves without the prior authorization of the Debtors. For the avoidance of doubt, the joining of Bids between Potential Bidders or Acceptable Bidders may be permitted by the Debtors in their business judgment, in consultation with the Consultation Parties.

In advance of the Auction, as is reasonably practicable, the Debtors shall determine which Acceptable Bidders are Qualified Bidders, in consultation with the Consultation Parties, and will notify the Acceptable Bidders whether their Bids constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. The Debtors shall not consider any Bid that they deem is not a Qualified Bid; *provided* that, if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors, in consultation with the Consultation Parties, may provide (but shall not be obligated to provide) the applicable Acceptable Bidder with the opportunity to remedy any deficiencies prior to the Auction. The Debtors shall have the right, in their business judgment, to deem a Bid a Qualified Bid even if such Bid does not conform to one or more of the requirements above.

V. The Right to Credit Bid.

Notwithstanding anything set forth in these Bidding Procedures, any Qualified Bidder who has a valid, perfected, and unavoidable lien on any Assets of the Debtors' estates (each, a "Secured Creditor") shall have the right, subject to any intercreditor subordination agreement enforceable under section 510(a) of the Bankruptcy Code, to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured (each, a "Credit Bid").

Any Credit Bid made by a Secured Creditor or their respective assignees, as applicable, will be deemed to be a cash Bid solely for purposes of evaluating Bids (including evaluating Qualified Bids and subsequent Bids). Any Secured Creditor who submits a Credit Bid that satisfies the requirements of these Bidding Procedures before the Bid Deadline shall be deemed to be an Acceptable Bidder, shall be deemed to have submitted a Qualified Bid, and may participate in any Auction with respect to any Assets constituting collateral of such Secured Creditor. For the avoidance of doubt, the Prepetition Agents and any agent under a postpetition financing facility may, to the extent permitted by their applicable loan documents and subject to the terms of the Intercreditor Agreement (as defined in the First Day Declaration), Credit Bid all or any portion of the outstanding Prepetition Obligations, and any obligations under such postpetition financing facility, as applicable. Any Credit Bid shall be a Qualified Bid without the need to provide any deposit, and the Prepetition Agents and any agent under a postpetition financing facility shall each

be a Qualified Bidder in connection with any such Credit Bid and shall not be required to satisfy the requirements of Section IV of these Bidding Procedures with respect to minimum bidding amounts, Good Faith Deposits, financing, or Adequate Assurance Information or any Back-Up Bidder requirements. Notwithstanding the foregoing, any Credit Bid in respect of Assets of the Canadian Debtors or other property in Canada shall provide for the payment in cash on closing of all amounts secured by any charges granted by the Canadian Court in the Canadian Proceedings, and any other liens, charges, or encumbrances on such Assets, that rank in priority to the liens of the applicable Secured Creditor, unless otherwise agreed by the holders thereof.

VI. Obtaining Due Diligence Access.

Only Acceptable Bidders shall be eligible to receive due diligence information, access to the Debtors' electronic data room, and additional non-public information regarding the Debtors; *provided* that such access may be terminated by the Debtors in their reasonable discretion, including if: (a) an Acceptable Bidder does not become a Qualified Bidder; (b) the Debtors determine any bidder is no longer an Acceptable Bidder; or (c) these Bidding Procedures are terminated. ***No Acceptable Bidder will be permitted to conduct any due diligence without entry into a Confidentiality Agreement***. Beginning on the date the Debtors determine that a party is an Acceptable Bidder, or as soon as reasonably practicable thereafter, the Debtors will provide such Acceptable Bidder with access to an electronic data room and reasonable due diligence information, as requested by such Acceptable Bidder, as soon as reasonably practicable after such request.

Acceptable Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors. The due diligence period will end on the Bid Deadline, and after the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment, have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a Sale Transaction. For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, or otherwise presents a *bona fide* competitive or strategic concern, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

A. Communications with Acceptable Bidders (including Qualified Bidders).

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Acceptable Bidders (including any Qualified Bidders) shall be through the Debtors' proposed investment banker, Cascadia Capital, LLC ("Cascadia").

The Debtors have designated Lorie Beers and Carl Comstock of Cascadia to coordinate all reasonable requests for additional information and due diligence access. They may be reached at lbeers@cascadiacapital.com and ccomstock@cascadiacapital.com.

B. Due Diligence from Acceptable Bidders (including Qualified Bidders).

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors, in consultation with the Consultation Parties, regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated Sale Transaction. Failure by an Acceptable Bidder (including any Qualified Bidder, other than the Stalking Horse Bidder, if any) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, in consultation with the Consultation Parties, that such bidder is no longer an Acceptable Bidder or that a Bid made by such bidder is not a Qualified Bid.

VII. The Bid Deadline.

Binding Bids must be submitted in writing to the following parties (the "Notice Parties") so as to be ***actually received*** no later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2026 (the "Bid Deadline"): proposed co-counsel to the Debtors: (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten, Esq. (svanaalten@coleschotz.com), Justin R. Alberto, Esq. (jalberto@coleschotz.com), and Daniel J. Harris, Esq. (dharris@coleschotz.com); and Cascadia, 477 Madison Avenue, Floor 18, New York, New York 10022, Attn: Lorie Beers (lbeers@cascadiacapital.com) and Carl Comstock (ccomstock@cascadiacapital.com).

The Debtors may, in consultation with the Consultation Parties, extend the Bid Deadline for any reason whatsoever in their business judgment for all or certain Acceptable Bidders.

VIII. Evaluation of Qualified Bids.

The Debtors shall evaluate Qualified Bids and identify the Qualified Bid, or combination of Qualified Bids that are, in the Debtors' business judgment, in consultation with the Consultation Parties, the highest or otherwise best Qualified Bid or combination of Qualified Bids for the Assets, as applicable (the "Starting Bid").

When determining the highest or otherwise best Qualified Bid or combination of Qualified Bids, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which may include, but is not limited to, assumed liabilities; (b) the number, type, and nature of any changes to the Form APA requested by each bidder in connection with each proposed asset purchase agreement, including the Assets to be acquired; (c) the likelihood of

the Qualified Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (e) the Debtors' regulatory requirements; (f) the tax consequences of such Qualified Bid; (g) whether the Qualified Bid contemplates a Sale Transaction that would be consummated through a Plan or a sale pursuant to section 363 of the Bankruptcy Code (and the CCAA, if applicable); (h) the certainty of a Qualified Bid leading to a confirmed chapter 11 Plan, and (i) any other consideration that may impact the Debtors or their stakeholders. Prior to commencing the Auction, the Debtors shall notify the Stalking Horse Bidder, if any, and all Qualified Bidders as to which Qualified Bid is the Starting Bid for the Auction with respect to the applicable Assets. At such time, the Debtors shall also distribute copies of the Starting Bid to the Stalking Horse Bidder, if any, and each Qualified Bidder.

IX. The Stalking Horse Bid Protections.

Pursuant to the Bidding Procedures Order, the Debtors may designate, in consultation with the Consultation Parties, one or more bidders to be a stalking horse bidder (each a "Stalking Horse Bidder"), which are entitled to certain bid protections in the amounts set forth in, and in accordance with the terms of the Bidding Procedures Order, consisting of (a) a break-up fee (the "Break-Up Fee") not to exceed three percent (3%) of the aggregate amount of the Purchase Price and/or (b) reimbursement of reasonable and documented out of pocket fees and expenses (the "Expense Reimbursement" and together with the Break-Up Fee, the "Stalking Horse Bid Protections"). For the avoidance of doubt, except for the Stalking Horse Bidder, and as otherwise set forth herein, no other party submitting an offer, a Bid, or a Qualified Bid shall be entitled to any Expense Reimbursement, Break-Up Fee, termination fee, or similar fee or payment.

In the event that the Debtors receive multiple Qualified Bids, at any time until November 17, 2026, at 5:00 p.m. (prevailing Eastern Time), the Debtors shall be authorized, but not obligated, in their reasonable business judgment, in consultation with the Consultation Parties, to (a) select one or more Acceptable Bidders to act as the Stalking Horse Bidder in connection with the Auction, and (b) in connection with any stalking horse agreement with a Stalking Horse Bidder (a "Stalking Horse APA") agree to provide the Stalking Horse Bid Protections, consisting of (A) a Break-Up Fee not to exceed three percent (3%) of the Purchase Price and (B) reimbursement of the reasonable and documented out of pocket fees and expenses of such Stalking Horse Bidder(s).

In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two (2) business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse APA (the "Stalking Horse Notice") and serve the Stalking Horse Notice on the Stalking Horse Bidder and the U.S. Trustee. The Stalking Horse Notice shall: (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Bid submitted by the Stalking Horse Bidder and what portion (if any) is cash; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Bid submitted by the Stalking Horse Bidder; (d) specify any proposed Stalking Horse Bid Protections (including the amount and calculation thereof); (e) specify which Assets the Bid submitted by the Stalking Horse Bidder includes; (f) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (g) set forth the deadline to object to the Stalking Horse Bidder

designation and any Stalking Horse Bid Protections. If there are no objections to the Stalking Horse Notice by 3:00 p.m. (prevailing Eastern Time) on the third (3rd) business day after filing with the Court (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party timely files an objection to the Stalking Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available. Only after, and within three (3) business days following, the later of (i) expiration of the Notice Period and (ii) if any objection to the Stalking Horse Bidder designation is timely filed, conclusion of the final hearing resolving all such objections, the Debtors shall file with the Court and serve on the affected Contract or Lease Counterparties and their counsel of record, if known, the Stalking Horse Contract Notice (as defined in paragraph 7 of the Bidding Procedures Order). If no objection to the Stalking Horse Bidder designation is timely filed, the three (3)-business-day period shall run from expiration of the Notice Period. The Stalking Horse Contract Notice shall identify, to the extent then known, each Executory Contract and Unexpired Lease proposed to be assumed and assigned in connection with the Stalking Horse Bid, the applicable Contract or Lease Counterparty, the proposed assignee, and the proposed Cure Payment, if any. The Debtors shall provide the applicable Adequate Assurance Information and Adequate Assurance Package to such counterparties and their counsel of record, if known, concurrently with service of the Stalking Horse Contract Notice, in accordance with paragraphs 22 and 23 of the Bidding Procedures Order and subject to the confidentiality provisions of paragraph 22 of the Bidding Procedures Order. Neither the Stalking Horse Contract Notice nor the accompanying delivery of such information to counterparties shall be required upon filing or service of the Stalking Horse Notice; the Stalking Horse Contract Notice shall not be filed or served before the later of the events specified above. The Stalking Horse Contract Notice shall state that it is provided to permit counterparties to begin their review before service of the Assumption Notice and that the Notice Period does not apply to objections to assumption and assignment, Cure Payments, or adequate assurance of future performance. The Assumption Objection Deadline shall remain December 21, 2026, at 3:00 p.m., prevailing Eastern Time, and unresolved timely filed assumption and assignment objections shall be heard at the Assumption Hearing on December 29, 2026, subject to paragraph 20 of the Bidding Procedures Order. Neither service of either the Stalking Horse Notice or the Stalking Horse Contract Notice nor entry of the Stalking Horse Order shall approve any assumption and assignment or replace the Assumption Notice or any required Supplemental Assumption Notice.

Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA (the "Stalking Horse Order"), the Debtors, in consultation with the Consultation Parties, are authorized, but not directed, to incur and pay (a) the Break-Up Fee in an amount not to exceed three percent (3%) of the proposed Purchase Price and (b) the Expense Reimbursement to each Stalking Horse Bidder in accordance with the terms of such Stalking Horse Order and Stalking Horse APA.

Except as otherwise set forth herein, no person or entity, other than a Stalking Horse Bidder, shall be entitled to any Expense Reimbursement, Break-Up Fees, "topping," termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for Expense Reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

X. No Qualified Bids.

If no Qualified Bids other than a Bid submitted by a Stalking Horse Bidder, if any, are received for the Assets included in such Stalking Horse Bid by the applicable Bid Deadline, then the Debtors, in consultation with the Consultation Parties, may cancel the Auction with respect to such Assets. If any Stalking Horse Bid is the only Qualified Bid received by the applicable Bid Deadline, the Debtors may decide, in their business judgment, in consultation with the Consultation Parties, to designate such Stalking Horse Bid as the Successful Bid as to the applicable Assets and pursue entry of an order approving a Sale Transaction with respect to such Assets to the Stalking Horse Bidder pursuant to the Stalking Horse APA. The Debtors shall, as soon as reasonably practicable, file notice of any cancellation of the Auction and/or designation of the Stalking Horse Bid, where applicable, as the Successful Bid with the Court.

XI. The Auction.

Except as expressly set forth herein, if the Debtors receive more than one Qualified Bid for any particular Assets or portion of Assets by the Bid Deadline, the Debtors shall conduct the Auction to determine the Successful Bidder (or Back-Up Bidder, as applicable) in their reasonable business judgment with respect to such Assets or portion of Assets in accordance with the Auction Procedures.

The Auction, if necessary, shall commence on December 11, 2026 at 10:00 a.m. (prevailing Eastern Time), or such later time or other place as the Debtors determine. The Auction shall be held at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

The Auction, if necessary, will be conducted in accordance with the following procedures (the "Auction Procedures"):

a. except as otherwise provided herein, only Qualified Bidders shall be entitled to bid at the Auction;

b. the Qualified Bidders, including the Stalking Horse Bidder, if any, must appear in person or through duly authorized representatives at the Auction; *provided* that Qualified Bidders may appear through a duly authorized representative bearing a valid and enforceable power of attorney or other written proof evidencing their ability to bind the applicable Qualified Bidder, which document(s) shall be delivered to the Debtors and their advisors prior to the commencement of the Auction;

c. only the Debtors, the Qualified Bidders, the Consultation Parties, the U.S. Trustee, if applicable, and any information officer appointed by the Canadian Court in the Canadian Proceedings, in each case, along with their representatives and advisors may attend the Auction in person; all other parties in interest and landlords whose counsel have filed a notice of appearance in these chapter 11 cases may attend the Auction remotely upon affirmatively contacting the Notice Parties no later than two (2) days prior to the Auction;

d. the Debtors, with the assistance of their advisors, shall direct and preside over any Auction;

e. at the commencement of the Auction, the Debtors may announce modified or additional procedures for conducting the Auction and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive bid(s), or otherwise modify these Bidding Procedures;

f. bidding shall begin with the Starting Bid;

g. subsequent bids (each, an "Overbid") may only be made at the Auction and shall be at least (i) a $250,000 increase in cash, cash equivalents, or other such consideration that the Debtors, in their reasonable business judgment, deem equivalent over the previous bid *plus* (ii) in the event that the Debtors have entered into a Stalking Horse APA to which the Overbid relates, the aggregate amount of Stalking Horse Bid Protections (including, for the avoidance of doubt, any Break-Up Fees and/or Expense Reimbursements) under such Stalking Horse APA (a "Minimum Overbid"), and each successive Overbid shall exceed the then-existing Overbid by an incremental amount that is not less than the Minimum Overbid. The Debtors may, in their reasonable business judgment, in consultation with the Consultation Parties, announce increases or reductions to the Minimum Overbid at any time during the Auction. For the avoidance of doubt, each successive Bid that a Qualified Bidder may submit at the Auction must contain a Purchase Price in cash, cash equivalents, or such other consideration that the Debtors, in their reasonable business judgment deem equivalent that exceeds the then existing highest Bid by at least the amount of the Minimum Overbid; *provided*, that a Credit Bid may be increased at the Auction on a dollar for dollar basis by additional Credit Bid amounts, and no credit bidder shall be required to include cash consideration in any overbid except as required by section 363(k) of the Bankruptcy Code or any order of the court, each of which rights are expressly reserved;

h. each Qualified Bidder will be permitted a reasonable time, as determined by the Debtors, to respond to previous bids at the Auction; *provided* that, unless the Debtors determine otherwise, a failure to respond and submit successive bid(s) at the Auction may result in disqualification from participating in the Auction;

i. during the course of the Auction, the Debtors shall, after the submission of each Overbid, promptly inform each Qualified Bidder of the terms of the previous bids and inform each Qualified Bidder which Overbid(s) reflect, in the Debtors' view, the highest or otherwise best bid(s) with respect to the Assets;

j. the Debtors may require each Qualified Bidder to submit an Overbid with respect to each round of bidding in order to remain eligible to participate in the Auction, and, to the extent a Qualified Bidder fails to submit an Overbid with respect to such round of bidding, the Debtors may disqualify such Qualified Bidder from continuing to participate in the Auction;

k. the Auction will be transcribed to ensure an accurate recording of the bidding at the Auction;

l. each Qualified Bidder will be required to confirm on the record that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Transaction. For the avoidance of doubt, this requirement does not restrict Qualified Bidder(s) from working with other Qualified Bidder(s) with the Debtors' prior written consent (with e-mail from the Debtors' advisors being sufficient);

m. each Qualified Bidder will be required to confirm on the record that its Bid is a good faith, *bona fide* offer and that it intends to consummate the applicable Sale Transaction if selected as the Successful Bid in accordance with these Bidding Procedures (as may be modified in accordance herewith at the Auction);

n. subject to each Debtor's fiduciary obligations, including as set forth herein, the Court and the Debtors will not consider Bids made after the Auction has concluded;

o. the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court approving a Successful Bid, any Bid that the Debtors determine is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, the CCAA or any orders of the Canadian Court in the Canadian Proceedings (if applicable), or the terms and conditions of the applicable Sale Transaction; or (iii) contrary to the best interests of the Debtors, their estates, and/or their stakeholders;

p. the Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the Sale Transaction contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction;

q. the Debtors, in consultation with the Consultation Parties, may choose to adjourn the Auction one or more times to, among other things: (i) facilitate discussions between the Debtors and Qualified Bidders; (ii) allow Qualified Bidders the opportunity to consider how they wish to proceed; and (iii) allow Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Sale Transaction at the prevailing amount, or to clarify any Bid; and

r. the Debtors reserve the right to further amend, waive, or otherwise modify the Auction Procedures at any time, in consultation with the Consultation Parties.

For the avoidance of doubt, nothing in these Bidding Procedures, including the Auction Procedures, will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as determined by the Debtors in consultation with counsel).

XII. Acceptance of the Successful Bid.

The Auction shall continue until: (a) there is only one Qualified Bid or a combination of Qualified Bids with respect to all or any portion of the Assets that the Debtors determine, in their reasonable business judgment and in a manner consistent with the exercise of their fiduciary duties and outlined below in further detail, and in consultation with the Consultation Parties, is the highest or otherwise best Bid to purchase the applicable Assets (each, a "Successful Bid"); and (b) the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors, at which point, the Auction will be closed.

When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which may include, but is not limited to, assumed liabilities; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (d) the Debtors' regulatory requirements; (e) the tax consequences of such Qualified Bid; (f) whether the Qualified Bid contemplates a Sale Transaction that would be consummated through a Plan or a sale pursuant to section 363 of the Bankruptcy Code (and the CCAA, if applicable); (g) the certainty of a Qualified Bid leading to a confirmed chapter 11 Plan, and (h) any other consideration that may impact the Debtors or their stakeholders.

Any Qualified Bidder that submits a Successful Bid will be deemed a "Successful Bidder" with respect to the Assets contemplated for purchase pursuant to such Successful Bid. The Debtors shall file notice of the Successful Bid and the Successful Bidder with the Court as soon as reasonably practicable, but in no event later than twenty-four (24) hours after conclusion of the Auction (or if no Auction is held, the Bid Deadline). Following conclusion of the Auction and selection of one or more Successful Bidders, the Debtors shall present the results of the Auction at a hearing with the Court and shall seek the Sale Order, among other things, (a) making certain findings from the Court regarding the Auction, including, among other things, that (i) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure, and (iii) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the Assets and is in the best interests of the Debtors' estates, and (b) authorizing the applicable Debtors to enter into one or more binding purchase agreements with the Successful Bidder or Successful Bidders on the terms of the Successful Bid or Successful Bids; *provided* that, notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body

of any Debtor to take or refrain from taking any action that the Debtors determined, in consultation with counsel, would be inconsistent with applicable law or its fiduciary obligations under applicable law. If applicable, the Foreign Representative shall seek an Order of the Canadian Court (the "Canadian Sale Order") pursuant to section 49 of the CCAA, among other things, (x) recognizing and enforcing the Sale Order in Canada, and (y) if necessary, approving the sale of the Assets of the Canadian Debtors or Assets otherwise located in Canada to the applicable Successful Bidder or Successful Bidders in accordance with the applicable binding purchase agreement or binding purchase agreements.

Within one business day of the selection of the Successful Bidder, such Successful Bidder (including both the Stalking Horse Bidder, if any, and Back-Up Bidder, if applicable) shall make a cash deposit, in addition to its Good Faith Deposit, in an amount calculated on the basis of the increased aggregate purchase price such that the Successful Bidder's total cash deposit is equal to ten percent (10%) of the aggregate purchase price contemplated in the Successful Bid, which amount shall be submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement. Each Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

XIII. The Designation of a Back-Up Bidder.

The party that submits the Back-Up Bid, if any, to purchase any applicable Assets (the "Back-Up Bidder") will be determined by the Debtors, in consultation with the Consultation Parties, at the conclusion of the Auction and will be announced at that time to all the Qualified Bidders participating in the Auction. The Debtors' selection of a Back-Up Bid shall be deemed final, and the Debtors shall not accept any further bids or offers to submit a bid after such selection. Except with respect to any assumption and assignment of Executory Contracts or Unexpired Leases to the Back-Up Bidder, which shall be subject to the Back-Up Assumption Order, the Debtors will be authorized, but not required, to consummate the Sale Transaction with the Back-Up Bidder without further order of the Court (or the Canadian Court, if applicable), so long as such Back-Up Bid shall have been approved in connection with the Court's (and Canadian Court's, if applicable) approval of the Successful Bid, or, if not, subject to Court (and Canadian Court, if applicable) approval.

If, for any reason, a Successful Bidder fails to consummate the purchase of the applicable Assets within the time permitted, then the Back-Up Bidder will, unless otherwise determined by the Debtors in their business judgment, automatically be deemed to have submitted the Successful Bid, and the Back-Up Bidder shall be deemed a Successful Bidder and shall be required to consummate any Sale Transaction with the Debtors as soon as is reasonably practicable, except with respect to any assumption and assignment of Executory Contracts or Unexpired Leases to the Back-Up Bidder, which shall be subject to the Back-Up Assumption Order, without further order of the Court (or Canadian Court, if applicable) approving the Sale Transaction. To the extent any objections to such sale are raised and remain unresolved, the Court (and Canadian Court, if applicable) may schedule a hearing on an expedited basis to adjudicate such objections.

Notwithstanding anything to the contrary in these Bidding Procedures or the Bidding Procedures Order, any assumption and assignment of Executory Contracts or Unexpired Leases to a Back-Up Bidder, including a Back-Up Bidder subsequently deemed a Successful Bidder, shall be governed exclusively by a separate follow-on order referencing the Bidding Procedures Order and these Bidding Procedures (the "Back-Up Assumption Order"), which the Debtors are authorized to seek. The assumption and assignment procedures approved by the Bidding Procedures Order, including its notice requirements, objection deadlines, hearing dates, deemed consent, waiver, and bar provisions, shall not apply to any such assumption and assignment. All notice, adequate assurance, cure, objection, hearing, and approval procedures for such assumption and assignment are reserved for the Back-Up Assumption Order. Nothing in these Bidding Procedures or the Bidding Procedures Order authorizes any such assumption and assignment absent further order of the Court pursuant to the Back-Up Assumption Order. For the avoidance of doubt, the foregoing reservation applies solely to the procedures for approval of the assumption and assignment of Executory Contracts and Unexpired Leases to a Back-Up Bidder. Except as otherwise expressly provided in the Bidding Procedures, all requirements applicable to the submission and qualification of Bids, including the information required with a Bid, Auction participation, deposits, designation, bid irrevocability, and consummation of the applicable Sale Transaction shall continue to apply.

The Back-Up Bid shall remain open and irrevocable until the earliest to occur of (a) ninety days following the hearing to consider the applicable order approving the Sale Transaction(s) (the "Sale Order"), (b) the effective date of a chapter 11 Plan, (c) the consummation of the applicable Successful Bids, and (d) the release of such Back-Up Bid by the Debtors in writing (the "Back-Up Termination Date"). The Debtors shall return the Back-Up Bidder's deposit owed within five business days of the Back-Up Termination Date.

XIV. Approval of the Sale Transaction(s).

A hearing to consider approval of each Sale Transaction (the "Sale Hearing"), is currently scheduled to take place on December 15, 2026, at a time to be announced, or as soon thereafter as the Debtors may be heard, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey at 50 Walnut Street, Newark, New Jersey 07102, or conducted consistent with the procedures established pursuant to the Court's standing orders. A hearing to consider approval of each Canadian Sale Order shall be scheduled to the extent a Successful Bid includes Assets of the Canadian Debtors or Assets otherwise located in Canada.

At the Sale Hearing, the Debtors shall present the results of the Auction at a hearing and shall seek the Sale Order, among other things (a) making certain findings from the Court regarding the Auction, including, among other things, that (i) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure, and (iii) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the Assets and is in the best interests of the Debtors' estates, and (b) authorizing the applicable Debtors to enter one or more binding purchase agreements with the Successful Bidder or Successful Bidders on the terms of the Successful Bid or Successful Bids. **The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending notice to creditors or other**

parties in interest prior to, or by making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (including any Stalking Horse Bidder, if any). The Sale Hearing may be the confirmation hearing with respect to the Debtors' Plan. If applicable, the Foreign Representative shall seek the Canadian Sale Order, from the Canadian Court in the Canadian Proceedings as soon as reasonably practicable following entry of the applicable Sale Order.

Except for objections to assumption and assignment, Cure Payments, or adequate assurance of future performance reserved for the Back-Up Assumption Order under paragraph 19 or governed by paragraph 20.d of the Bidding Procedures Order, objections to the Sale Transaction(s) and the Sale Order must: (a) be in writing and specify the nature of such objection; (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (c) be filed with the Court and served so as to be ***actually received*** by the Debtors by December 14, 2026, at 3:00 p.m., prevailing Eastern Time.

XV. Return of Good Faith Deposit.

The Good Faith Deposit(s) of the Successful Bidder or Successful Bidders, if any, will, upon consummation of the Successful Bid or Successful Bids, become property of the Debtors' estates and be credited to the portion of such Successful Bidder's or Successful Bidders' applicable Purchase Price.

If the Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable), if any, fails to consummate the Successful Bid or Successful Bids (or Back-Up Bid or Back-Up Bids, if applicable), then the Good Faith Deposit(s) of such Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to all rights, remedies, or causes of action that may be available to the Debtors.

The Good Faith Deposits of any unsuccessful Qualified Bidders (except for any Back-Up Bidder or Back-Up Bidders and any Stalking Horse Bidders) will be returned within five (5) business days after consummation of the applicable Sale Transaction or upon the permanent withdrawal of the applicable proposed Sale Transaction.

The Good Faith Deposit(s) of any Back-Up Bidder or Back-Up Bidders, if any, will be returned to such Back-Up Bidder or Back-Up Bidders no later than five business days of the Back-Up Termination Date.

The return of any Good Faith Deposits of any Stalking Horse Bidders will be subject to the terms of the applicable Stalking Horse APA. All such Good Faith Deposits shall be held in escrow and at no time shall be deemed property of the Debtors' estates absent further order of the Court.

XVI. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in good faith to further the goal of attaining the highest or otherwise best offer or impose, at or prior to the Auction (if held), additional terms and conditions on the Sale Transaction(s) in any manner that will best promote the goals of the bidding process including, without limitation: (a) extending the deadlines

set forth in these Bidding Procedures; (b) adjourning the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if held); (d) canceling the Auction; (e) rejecting any or all Bids or Qualified Bids; and (f) adjusting the applicable Minimum Overbid. Notwithstanding anything to the contrary herein, the Debtors may elect to consummate the applicable Sale Transaction with the Successful Bidder or Successful Bidders under section 363 of the Bankruptcy Code (and the CCAA, if applicable) as opposed to pursuant to the Plan.

XVII. Consent to Jurisdiction.

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the Sale Transaction(s), and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to any Sale Transaction if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties. Further, all Qualified Bidders at the Auction will also be deemed to have attorned to the jurisdiction of the Canadian Court with respect to any matter relating to the Assets of the Canadian Debtors or other property in Canada or any Canadian Sale Order.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Court on an expedited basis.

XVIII. Fiduciary Out.

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale Transaction or these Bidding Procedures, to the extent such Debtor, board of directors, board of managers, or such similar governing body determines, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, until the entry of the Sale Order, the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each, an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals,

discussions, or negotiations of Alternate Proposals; and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

XIX. Commissions.

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers shall be paid by the applicable Potential Bidder at such Potential Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale Transaction including the Assets.

Exhibit 2

Auction Notice

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that, on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order")[2] in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). On [_], 2026, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of all, substantially all, or any portion of their assets (the "Assets") consistent with the bidding procedures (the "Bidding Procedures") approved by the Court pursuant to the Bidding Procedures Order. Unexpired Leases may not be purchased on a standalone basis pursuant to the Bidding Procedures, whether individually or in a portfolio. Pursuant to the Bidding Procedures, an Unexpired Lease may be acquired only in connection with the same purchaser's acquisition of Assets other than Unexpired Leases in the applicable Sale Transaction. **All interested bidders should carefully read the Bidding Procedures and the Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Bidding Procedures Order, the Bidding Procedures or the Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the deadline by which all binding bids must be actually received pursuant to the Bidding Procedures is **December 9, 2026, at 5:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the "Auction") of the Assets **on December 11, 2026, at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed co-counsel to the Debtors: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

PLEASE TAKE FURTHER NOTICE that only the Debtors, the Qualified Bidders, the Consultation Parties, the U.S. Trustee, and any information officer appointed by the Canadian Court in the Canadian Proceedings, in each case, along with their representatives and advisors may attend the Auction in person. All other parties in interest and landlords whose counsel have filed a notice of appearance in these chapter 11 cases may attend the Auction remotely upon affirmatively contacting the Notice Parties no later than two (2) days prior to the Auction. Only Qualified Bidders shall be entitled to bid or make Overbids (as defined in the Bidding Procedures) at

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order or Bidding Procedures, respectively.

the Auction. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.** Copies of the Bidding Procedures, the Bidding Procedures Order, and any other related documents are available upon request to the Debtors' Claims and Noticing Agent, Omni Agent Solutions, Inc., by calling (866) 205-3149 (U.S. / Canada) or (818) 510-4678 (International) or visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale Transaction(s) at a hearing scheduled to commence on December 15, 2026, at a time to be announced, subject to Court availability, or as soon thereafter as the Debtors may be heard (the "Sale Hearing") before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey at 50 Walnut Street, Newark, New Jersey 07102, or conducted consistent with the procedures established pursuant to the Court's standing orders. A hearing to consider approval of each Canadian Sale Order may be scheduled once the Debtors determine whether a Successful Bid is likely to include Assets of the Canadian Debtors or Assets otherwise located in Canada.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order, objections to the consummation or approval of the Sale Transaction(s), other than objections to Cure Payments, the assumption and assignment of Executory Contracts or Unexpired Leases, or adequate assurance of future performance, must (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** on or before **December 14, 2026, at 3:00 p.m., prevailing Eastern Ti**me, by the following parties: (i) the Debtors, THE CHILDREN'S PLACE, INC., 500 Plaza Drive, Secaucus, New Jersey 07094, Attn: [●] ([●]); (ii) proposed co-counsel to the Debtors, (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten, Esq. (svanaalten@coleschotz.com), Justin R. Alberto, Esq. (jalberto@coleschotz.com), and Daniel J. Harris, Esq. (dharris@coleschotz.com).

PLEASE TAKE FURTHER NOTICE that In accordance with paragraph 7 of the Bidding Procedures Order, the Debtors shall file and serve the separate Stalking Horse Contract Notice only after, and within three (3) business days following, the later of (i) expiration of the Notice Period and (ii) if any objection to the Stalking Horse Bidder designation is timely filed, conclusion of the final hearing resolving all such objections. If no such objection is timely filed, the three (3)-business-day period shall run from expiration of the Notice Period. The applicable Adequate Assurance Information and Adequate Assurance Package shall be provided concurrently to the affected Contract or Lease Counterparties and their counsel of record, if known, subject to the confidentiality provisions of paragraph 22 of the Bidding Procedures Order. The Stalking Horse Contract Notice does not replace the Assumption Notice or any required Supplemental Assumption Notice or establish an earlier assumption and assignment objection deadline. The Assumption Notice and the applicable Adequate Assurance Information shall be served on

December 11, 2026, on affected Contract or Lease Counterparties, including landlords, and their counsel of record, if known. All objections to assumption and assignment, including objections to Cure Payments and adequate assurance of future performance, must be filed and served in accordance with paragraph 20.d of the Bidding Procedures Order by December 21, 2026, at 3:00 p.m., prevailing Eastern Time, or the applicable deadline set forth in a Supplemental Assumption Notice. Assumption and assignment shall not be approved at the Sale Hearing or in the Sale Order entered in connection therewith. If no objection is timely filed and served, the Debtors may submit a proposed assumption and assignment order under a certificate of no objection, without further hearing. Timely filed objections that remain unresolved shall be heard on December 29, 2026, at a time to be announced, subject to Court availability, or on such later date as provided in paragraph 20.e of the Bidding Procedures Order. These assumption and assignment procedures, objection deadlines, and hearing dates do not apply to a Back-Up Bidder, including one subsequently deemed a Successful Bidder, whose assumption and assignment procedures shall be governed by the Back-Up Assumption Order under paragraph 19 of the Bidding Procedures Order and Section XIII of the Bidding Procedures. This reservation concerns only the procedures for approval of contract and lease assumptions and assignments to a Back-Up Bidder and does not excuse compliance with otherwise applicable Bid requirements, Auction procedures, deposit obligations, or other requirements of the Bidding Procedures.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

EXCEPT FOR OBJECTIONS TO ASSUMPTION AND ASSIGNMENT, CURE PAYMENTS, OR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE RESERVED FOR THE BACK-UP ASSUMPTION ORDER UNDER PARAGRAPH 19 OR GOVERNED BY PARAGRAPH 20.d OF THE BIDDING PROCEDURES ORDER, ANY PARTY OR ENTITY THAT FAILS TO TIMELY MAKE AN OBJECTION TO A SALE TRANSACTION, ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE APPLICABLE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS MAY BE SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT OR THE PLAN, AS APPLICABLE.

Dated: [●], 2026

/s/ Michael D. Sirota

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Exhibit 3

Assumption Notice

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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

[1] A complete list of each of the Debtors, including each Debtor's federal tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** ATTACHED HERETO.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* [Docket No. [__]] (the "Bidding Procedures Order")[2] in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). On [__], 2026, the Ontario Superior Court of Justice (Commercial List) granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder the Executory Contracts and Unexpired Leases listed on **Exhibit A** to which you are a counterparty, subject to entry of a separate order approving such assumption and assignment in accordance with paragraph 20.e of the Bidding Procedures Order. This notice does not apply to the assumption and assignment of any Executory Contract or Unexpired Lease to a Back-Up Bidder, even if subsequently deemed a Successful Bidder. Any such assumption and assignment, and the applicable notice, adequate assurance, cure, objection, hearing, and approval procedures, shall be governed exclusively by the separate Back-Up Assumption Order contemplated by paragraph 19 of the Bidding Procedures Order and Section XIII of the Bidding Procedures. The Debtors have conducted a review of their books and records and have determined that the Cure Payment under such Executory Contract or Unexpired Lease is as set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Adequate Assurance Information for the proposed assignee is being served simultaneously with this Assumption Notice on the affected Contract or Lease Counterparties, including landlords, and their counsel of record, if known, subject to the confidentiality provisions of paragraph 22 of the Bidding Procedures Order. This Assumption Notice is separate from any Stalking Horse Contract Notice, which is required to be filed and served only after, and within three (3) business days following, the later of expiration of the Notice Period and, if any objection to the Stalking Horse Bidder designation is timely filed, conclusion of the final hearing resolving all such objections, as provided in paragraph 7 of the Bidding Procedures Order. Any prior Stalking Horse Contract Notice and delivery of adequate assurance materials do not replace this Assumption Notice, the information required to accompany

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

it, or any required Supplemental Assumption Notice and do not establish an earlier assumption and assignment objection deadline.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Payment, object on any ground to the proposed assumption and assignment to the Successful Bidder of your Executory Contract or Unexpired Lease, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease, your objection must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting Contract or Lease Counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served and **actually received no later than December 21, 2026, at 3:00 p.m. (prevailing Eastern Time) (the "Assumption Objection Deadline")** by the Court and the following parties: (i) proposed co-counsel to the Debtors (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com); Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com); Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris, Esq. (dharris@coleschotz.com); (ii) counsel to the Successful Bidder, if any; (iii) the Office of the United States Trustee for the District of New Jersey, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); and (iv) any other party that has filed a notice of appearance in these chapter 11 cases; *provided* that the Debtors may extend the Assumption Objection Deadline by filing and serving notice of such extension in accordance with paragraph 20.d of the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that if no objection to the Cure Payments, the proposed assignment and assumption of any Executory Contract or Unexpired Lease, or adequate assurance of the Successful Bidder's ability to perform is filed and served by the Assumption Objection Deadline (or the applicable deadline set forth in a Supplemental Assumption Notice), then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Executory Contract or Unexpired Lease, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of any Sale Transaction.

PLEASE TAKE FURTHER NOTICE that the assumption and assignment of Executory Contracts and Unexpired Leases shall not be approved at the Sale Hearing or in the Sale Order entered in connection therewith. If no objection is timely filed and served by the Assumption Objection Deadline (or the applicable deadline set forth in a Supplemental Assumption Notice), the Debtors may submit a proposed order approving such assumption and assignment under a certificate of no objection, without further hearing. Any timely filed objection to assumption and assignment, including objections to Cure Payments or adequate assurance of future performance,

that remains unresolved shall be heard at the Assumption Hearing on December 29, 2026, at a time to be announced, subject to Court availability, or on such later date as provided in paragraph 20.e of the Bidding Procedures Order. No Executory Contract or Unexpired Lease subject to a timely filed objection shall be assumed and assigned unless and until such objection is resolved by agreement or by the Court and an order approving such assumption and assignment is entered.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the listing of any Executory Contract or Unexpired Lease on the Assumption Notice or any Supplemental Assumption Notice does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed or assumed and assigned by the Debtors, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts or Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

Dated: [●], 2026

/s/ Michael D. Sirota

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Exhibit A

Schedule of Assumed and Assigned Executory Contracts and Unexpired Leases

SCHEDULE "O"

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Order Filed on November 10, 2026
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In re: THE CHILDREN'S PLACE, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 26-22682 (SLM) (Jointly Administered)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ninety-one (91), is **ORDERED**.

DATED: November 10, 2026

Honorable Stacey L. Meisel
United States Bankruptcy Judge

[1] A complete list of each of the Debtors, including each Debtor's tax identification number, in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP. The location of the Debtors' service address for purposes of these chapter 11 cases is 500 Plaza Drive, Secaucus, New Jersey 07094.

Upon the motion, dated November 9, 2026 (the "DIP Motion") of The Children's Place, Inc. (the "Lead Borrower"), The Children's Place Services Company, LLC, The Children's Place (Canada), LP, TCP Brands, LLC and The Children's Place International, LLC (collectively, with the Lead Borrower the "Borrowers"), and thechildrensplace.com, inc., The Children's Place Canada Holdings, Inc., TCP IH II, LLC, TCP Real Estate Holdings, LLC, TCP International Product Holdings, LLC, TCP Investment Canada I Corp., TCP Investment Canada II Corp., and AMASKIT, LLC (collectively, the "Guarantors"), each as a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Cases"), seeking entry of an order (this "Interim Order") pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition refinancing on a superpriority basis consisting of a senior secured superpriority revolving credit facility in the aggregate principal amount of up to $166,000,000 (the "DIP ABL Facility") consisting of $146,000,000 in aggregate principal amount of revolving loans (the "DIP Revolving Loans") and commitments and which shall include (a) $20,000,000 sublimit for the issuance of letters of credit and (b) no sublimit for swingline loans (such amounts being inclusive of U.S. and Canadian sublimits for revolving loans, letters of credit, and swingline loans), as set forth in and pursuant to

the terms and conditions of that certain *Senior Secured Superpriority Debtor-In-Possession ABL Credit Agreement* (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "DIP ABL Credit Agreement"), by and among the Borrowers, the Guarantors, Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacity, the "DIP ABL Agent"), for and on behalf of itself and the lenders party thereto (such lenders, the "DIP ABL Lenders", collectively with the DIP ABL Agent and other Credit Parties as defined in the DIP ABL Credit Agreement, the "DIP ABL Credit Parties"), substantially in the form of Exhibit B, attached to the DIP Motion;

(ii) authorizing the Debtors to obtain a senior secured superpriority term loan credit facility (the "DIP Term Facility", together with the DIP ABL Facility, the "DIP Facilities") consisting of $116,000,000 in aggregate principal amount of term loans (the "DIP Term Loans", together with the DIP Revolving Loans, the "DIP Loans"), pursuant to the terms and conditions of that certain *Senior Secured, Superpriority Debtor-In-Possession Term Loan Credit Agreement* (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "DIP Term Credit Agreement", together with the DIP ABL Credit Agreement, the "DIP Credit Agreements"), by and among the Borrowers, the Guarantors, Crystal Financial LLC D/B/A SLR Credit Solutions, as administrative agent and collateral agent (in such capacity, the "DIP Term Agent", together with the DIP ABL Agent, the "DIP Agents"), for and on behalf of themselves and the lenders party thereto (such lenders, the "DIP Term Lenders" (and, together with the DIP ABL Lenders, the "DIP Lenders"), and collectively with the DIP Term Agent and other Credit

Parties as defined in the DIP Term Credit Agreement, the "DIP Term Credit Parties", together with the DIP ABL Credit Parties, the "DIP Credit Parties"), substantially in the form of Exhibit C, attached to the DIP Motion;

(iii) authorizing the Debtors to execute and deliver the DIP Credit Agreements and any other agreements, instruments, pledge agreements, guarantees, control agreements and other Loan Documents (as defined in the respective DIP Credit Agreements) and documents related thereto (including any security agreements, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, or otherwise modified from time to time, and collectively, with the DIP Credit Agreements, the "DIP Documents"; the DIP Documents relating to the DIP ABL Facility, the "DIP ABL Documents"; and the DIP Documents relating to the DIP Term Facility, the "DIP Term Documents") and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iv) until the Termination Date (as defined herein) occurs as a result of an ABL Termination Declaration (as defined herein), and subject to the terms, conditions, limitations on availability and reserves set forth in the DIP Documents and this Interim Order (including potential funding of the Carve Out after the Termination Date), authorizing the Debtors, prior to the entry of the Final Order (as defined herein), to request extensions of credit under the DIP ABL Facility up to an aggregate principal amount of $131,000,000 at any one time outstanding (the "**Interim ABL Financing**");

(v) granting to the DIP ABL Agent, for the benefit of itself and the DIP ABL Credit

Parties on account of the DIP ABL Facility and all Obligations (as defined in the DIP ABL Credit Agreement) owing thereunder, or secured by, the DIP ABL Documents (the "DIP ABL Obligations"), and granting to the DIP Term Agent, for the benefit of itself and the DIP Term Credit Parties on account of the DIP Term Facility and all Obligations (as defined in the DIP Term Credit Agreement) owing thereunder, or secured by, the DIP Term Documents (the "DIP Term Obligations" and together with the DIP ABL Obligations, the "DIP Obligations") allowed superpriority administrative expense claim status in each of the Cases and any Successor Cases (as defined herein), subject only to the Carve Out (as defined herein), and the Lien Priority Annex attached hereto as **Exhibit A** (the "Lien Priority Annex");

(vi) granting to the DIP ABL Agent and DIP Term Agent, each for the benefit of itself and its respective DIP ABL Credit Parties and DIP Term Credit Parties, automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including all property constituting "cash collateral" as defined in section 363(a) of the Bankruptcy Code ("Cash Collateral"), which liens shall be subject to the priorities set forth herein;

(vii) authorizing and directing the Debtors to pay the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, letter of credit fees (including issuance and other related charges), commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, arrangement fees, upfront fees, administrative agent's fees, the reasonable fees and disbursements of the DIP ABL Agent's and DIP Term Agent's attorneys, advisors, accountants and other

consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(viii) authorizing the Debtors to use the Prepetition Collateral (as defined herein), including the Cash Collateral of the Prepetition Secured Parties under the Prepetition Documents (each as defined herein), and providing adequate protection to the Prepetition Secured Parties on account of the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition Collateral, including Cash Collateral, the priming of their respective interests in the Prepetition Collateral (including by the Carve Out), including the Cash Collateral and any other diminution in value ("Diminution in Value");

(ix) authorizing the Debtors to roll up the Prepetition ABL Secured Obligations and Prepetition Term Secured Obligations (each as defined herein) on a partial basis upon the entry of this Interim Order and in full upon entry of the Final Order and as set forth herein, subject to the rights of parties in interest described in paragraph 43 of this Interim Order;

(x) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order;

(xi) waiving any applicable stay and provisions for immediate effectiveness of this Interim Order;

(xii) granting related relief; and

(xiii) scheduling a final hearing (the "Final Hearing") within thirty (30) days of the entry of this Interim Order to consider the relief requested in the DIP Motion on a final basis and

approving the form of notice with respect to the Final Hearing; and

The Court having considered the DIP Motion, the exhibits attached thereto, the *Declaration of Lorie Beers in Support of the Debtors' DIP Motion* (the "DIP Declaration") and the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), the DIP Documents, and the evidence submitted and argument made at the interim hearing held on November 10, 2026 (the "Interim Hearing"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d) and 9014, and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all objections, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates and all parties-in-interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Credit Agreements is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF

LAW:[1]

A. **Petition Date**. On November 8, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of New Jersey (the "Court").

B. **Debtors in Possession**. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue**. This Court has jurisdiction over the Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the DIP Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). The statutory and rule bases for the relief granted herein are sections 105, 361, 362, 363, 364, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and D.N.J. LBR 4001-3.

D. **Committee Formation**. As of the date hereof, the United States Trustee for the District of New Jersey (the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors in these Cases pursuant to section 1102 of the Bankruptcy Code (a

[1] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

"Committee").

E. **Notice**. Notice of the DIP Motion and Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the DIP Motion with respect to the relief requested at the Interim Hearing or the entry of this Interim Order shall be required.

F. **Debtors' Stipulations**. Subject only to the rights of parties-in-interest specifically set forth in paragraph 43 of this Interim Order, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xvi) below are referred to herein, collectively, as the "Debtors' Stipulations"):

(i) *Prepetition ABL Facility*. Pursuant to that certain Amended and Restated Credit Agreement dated as of May 9, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Agreement," and collectively with the Loan Documents (as defined in the Prepetition ABL Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL Documents"), among (a) the borrowers party thereto (in such capacity, the "Prepetition ABL Borrowers"), (b) the guarantors party thereto (the "Prepetition ABL Guarantors", together with the Prepetition ABL Borrowers, the "Prepetition ABL Obligors"), (c) Wells Fargo Bank, National Association, as administrative agent and collateral agent (in such capacity, the "Prepetition ABL Agent"), and (d) the Revolving Lenders party thereto (as defined in the Prepetition ABL Agreement, and including

the Prepetition ABL Agent, the "Prepetition Revolving Lenders," and collectively with the Prepetition ABL Agent, and the other Credit Parties (as defined in the Prepetition ABL Agreement), the "Prepetition ABL Secured Parties"), the applicable Prepetition ABL Secured Parties provided loans, and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL Obligors pursuant to the Prepetition ABL Documents (the "Prepetition ABL Facility").

(ii) *Prepetition ABL Secured Obligations*. The Prepetition ABL Facility provided the Prepetition ABL Obligors with, among other things, up to $350,000,000 aggregate principal amount of Revolving Loans (as defined in the Prepetition ABL Agreement, the "Prepetition Revolving Loans"). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition ABL Facility was not less than $130,507,000 (collectively, together with accrued and unpaid interest, outstanding letters of credit, any reimbursement obligations (contingent or otherwise) in respect of letters of credit, any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition ABL Obligors' obligations pursuant to, or secured by, the Prepetition ABL Documents, including all Obligations (as defined in the Prepetition ABL Agreement), and all other amounts that may

become allowable under section 506(b) of the Bankruptcy Code, including interest, fees, prepayment premiums, costs and other charges, the "Prepetition ABL Secured Obligations"), including not less than $110,580,000 in outstanding principal amount of Prepetition Revolving Loans, and $19,287,000 of letters of credit.

(iii) *Prepetition ABL Liens and Prepetition ABL Priority Collateral*. As more fully set forth in the Prepetition ABL Documents and the DIP Motion, prior to the Petition Date, the Prepetition ABL Secured Obligations are secured by (i) first priority security interests in and liens on ABL Priority Collateral (as defined in the ICA (as defined below)) (the "Prepetition ABL Priority Collateral") pursuant to the terms of the ICA, and (ii) second priority security interests in and liens on the Term Loan Priority Collateral (as defined in the ICA) (the "Prepetition Term Loan Priority Collateral") pursuant to the terms of the ICA (the Prepetition ABL Priority Collateral and the Prepetition Term Loan Priority Collateral, the "Prepetition Collateral" and the immediately foregoing liens and security interests, the "Prepetition ABL Liens"). Each of the Prepetition ABL Guarantors has jointly and severally, absolutely, unconditionally and irrevocably guaranteed the Prepetition ABL Secured Obligations.

(iv) *Validity, Perfection, and Priority of Prepetition ABL Liens and Prepetition ABL Secured Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition ABL Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition

ABL Liens were senior in priority over any and all other liens on the Prepetition ABL Priority Collateral, subject only to certain liens senior by operation of law or otherwise permitted by the Prepetition ABL Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition ABL Liens as of the Petition Date, the "Prepetition ABL Permitted Prior Liens"); (c) the Prepetition ABL Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition ABL Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition ABL Liens or Prepetition ABL Secured Obligations exist, and no portion of the Prepetition ABL Liens or Prepetition ABL Secured Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition ABL Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition ABL Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition ABL Secured Obligations; and

(g) the Prepetition ABL Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code, which are entitled to payment of postpetition interest, fees, and indemnities under section 506(b) of the Bankruptcy Code.

(v) *Default by the Debtors.* The Debtors acknowledge and stipulate that they are in default of their obligations under the Prepetition ABL Documents as a result of the Cases and that an Event of Default has occurred under the Prepetition ABL Documents. As of the Petition Date, therefore, interest is accruing on the Prepetition ABL Secured Obligations at the default rate.

(vi) *Prepetition Term Facility*. Pursuant to that certain Credit Agreement dated as of December 16, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Term Agreement," and collectively with the Loan Documents (as defined in the Prepetition Term Agreement) and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition Term Documents", together with the Prepetition ABL Documents, the "Prepetition Documents"), among (a) the borrowers party thereto (the "Prepetition Term Borrowers"), (b) the guarantors party thereto (the "Prepetition Term Guarantors", together with the Prepetition Term Borrowers, the "Prepetition Term Obligors"), (c) Crystal Financial LLC D/B/A SLR Credit Solutions, as administrative agent and collateral agent (in such capacity, the "Prepetition Term Agent", together with the Prepetition ABL Agent, the "Prepetition Agents"), and (d) the Lenders party thereto (as defined in the

Prepetition Term Agreement, the "Prepetition Term Lenders," and collectively with the Prepetition Term Agent, and the other Credit Parties (as defined in the Prepetition Term Agreement), the "Prepetition Term Secured Parties", together with the Prepetition ABL Secured Parties, the "Prepetition Secured Parties"), the Prepetition Term Lenders provided term loans, and other financial accommodations to, for the account of, the Prepetition Term Obligors pursuant to the Prepetition Term Documents (the "Prepetition Term Facility" together with the Prepetition ABL Facility, the "Prepetition Facilities").

(vii) *Prepetition Term Secured Obligations*. The Prepetition Term Facility provided the Prepetition Term Obligors with, among other things, up to $100,000,000 aggregate principal amount of Term Loans (as defined in the Prepetition Term Agreement, the "Prepetition Term Loans"). As of the Petition Date, the aggregate principal amount outstanding under the Prepetition Term Facility was not less than $100,000,000 (collectively, together with accrued and unpaid interest, any reimbursement obligations (contingent or otherwise), any fees, expenses and disbursements (including attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), prepayment premiums, indemnification obligations, guarantee obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Term Obligors' obligations pursuant to, or secured by, the Prepetition Term Documents, including all Obligations (as defined in the Prepetition Term Agreement), and all other amounts that may become allowable under section

506(b) of the Bankruptcy Code, the "Prepetition Term Secured Obligations" and, together with the Prepetition ABL Secured Obligations, the "Prepetition Secured Obligations"), including not less than $100,000,000 in outstanding principal amount of Prepetition Term Loans.

(viii) *Prepetition Term Liens and Prepetition Term Loan Priority Collateral*. As more fully set forth in the Prepetition Term Documents and the DIP Motion, prior to the Petition Date, the Prepetition Term Secured Obligations are secured by (i) first priority security interests in and liens on the Prepetition Term Loan Priority Collateral pursuant to the terms of the ICA, and (ii) second priority security interests in and liens on the Prepetition ABL Priority Collateral pursuant to the terms of the ICA (the immediately foregoing liens and security interests, the "Prepetition Term Liens" together with the Prepetition ABL Liens, the "Prepetition Liens"). Each of the Prepetition Term Guarantors has jointly and severally, absolutely, unconditionally and irrevocably guaranteed the Prepetition Term Secured Obligations.

(ix) *Validity, Perfection, and Priority of Prepetition Term Liens and Prepetition Term Secured Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition Term Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Term Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition Term Liens were senior in priority over any and all other liens on the Prepetition Term Loan Priority Collateral, subject only to certain liens senior by operation of law or otherwise permitted by the Prepetition Term Documents (solely to the extent any such permitted liens were valid,

properly perfected, non-avoidable, and senior in priority to the Prepetition Term Liens as of the Petition Date, the "Prepetition Term Permitted Prior Liens", together with the Prepetition ABL Permitted Prior Liens, the "Prepetition Permitted Prior Liens"); (c) the Prepetition Term Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Liens or Prepetition Term Secured Obligations exist, and no portion of the Prepetition Term Liens or Prepetition Term Secured Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Term Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Term Secured Obligations; and (g) the Prepetition Term Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code, which are entitled to payment

of postpetition interest, fees, and indemnities under section 506(b) of the Bankruptcy Code.

(x) *Default by the Debtors.* The Debtors acknowledge and stipulate that they are in default of their obligations under the Prepetition Term Documents as a result of the Cases, and that an Event of Default has occurred under the Prepetition Term Documents. As of the Petition Date, therefore, interest is accruing on the Prepetition Term Secured Obligations at the default rate.

(xi) *ICA.* Except as otherwise expressly set out herein, (x) the DIP Agents, DIP Lenders, Prepetition ABL Agent, Prepetition Term Agent, and the Prepetition Secured Parties shall remain bound by the terms and conditions set forth in that certain Intercreditor Agreement, dated as of December 16, 2025 (as amended by that certain acknowledgement and consent to intercreditor agreement dated on or about the date hereof (the "ICA Acknowledgment"), and as further amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the "ICA"), including with respect to the Prepetition Collateral and DIP Collateral, (y) nothing contained in this Interim Order shall be deemed to abrogate or limit the respective rights, claims and obligations of each of the DIP Agents, DIP Lenders, Prepetition ABL Agent, Prepetition Term Agent, and the Prepetition Secured Parties under the ICA, and (z) the ICA shall apply and govern the respective rights, obligations, and priorities of the DIP Agents, DIP Lenders, Prepetition ABL Agent, the Prepetition Term Agent, and the Prepetition Secured Parties with respect to the Prepetition Collateral and DIP Collateral in these Cases. The Prepetition ABL Agent, the Prepetition Term Agent and the Debtors stipulate

and agree that the ICA is a "subordination agreement" within the meaning of section 510(a) of the Bankruptcy Code.

(xii) *No Challenges / Claims*. Subject to an investigation by the Committee and the challenge rights pursuant to paragraphs 41 and 43 herein, the Debtors' estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Documents, the Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, disgorgement, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. Subject to paragraph 43 herein, the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Secured Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens.

(xiii) *Cash Collateral*. Except as otherwise provided in the Prepetition Documents, all of the Debtors' cash, including, without limitation, the cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition

Collateral, constitutes Cash Collateral within the meaning of section 363(a) of the Bankruptcy Code and is Prepetition Collateral of the Prepetition Secured Parties, subject to the ICA and the Lien Priority Annex.

(xiv) *Debtors' Stipulations Regarding Initial Funding*. In accordance with this Interim Order, this Court authorized, among other things: (a) the Borrowers to obtain financing under the DIP Facilities pursuant to the DIP Credit Agreements; (b) the Guarantors to jointly and severally guarantee the DIP Loans and the other DIP Obligations; and (c) the Debtors to execute and deliver the DIP Documents, and perform under the DIP Credit Agreements in accordance with and subject to the terms of this Interim Order and the DIP Documents. Upon entry of this Interim Order, the Debtors shall be authorized to incur the Interim ABL Financing on the terms and conditions set forth in the DIP Documents and in this Interim Order.

(xv) *No Control*. None of the DIP Agents, the DIP Lenders, the Prepetition Agents, or the other Prepetition Secured Parties, controls the Debtors or their operations, has authority to determine the manner in which any of the Debtors' operations are conducted or is a control person or "insider" (as defined in section 101(31) of the Bankruptcy Code) of the Debtors or any of their affiliates by virtue of any of the actions taken through the date of this Interim Order with respect to, in connection with, related to, or arising from this Interim Order, the DIP Facilities, the DIP Documents, the Prepetition Secured Obligations, and/or the Prepetition Documents.

(xvi) Effective as of the date of entry of this Interim Order and subject to

the rights of all parties-in-interest hereunder (including with respect to a Challenge (as defined herein)), other than the Debtors or their affiliates, as set forth in paragraph 43 herein, each of the Debtors, on their own behalf and on behalf of each of their past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, and solely to the extent permitted under applicable law, hereby forever, unconditionally, permanently, and irrevocably releases, discharges, and acquits each of the following solely in their capacity as such: DIP Agents, the DIP Credit Parties, the Prepetition Agents, the other Prepetition Secured Parties, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, advisors, sub-fund advisors, and collateral managers, and each of their respective heirs, predecessors, successors, and assigns, in each case solely in their capacity as such (collectively, the "***Released Parties***") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys' fees), actions, suits, controversies, proceedings, losses, damages, injuries, debts, liens, actions, judgments, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether known or unknown, matured or contingent, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, pending, or threatened, arising under, in connection with, or relating to the DIP Obligations or DIP Documents, the Prepetition Secured Obligations or the Prepetition Documents, including, without limitation: (a) any so-called "lender liability" or equitable subordination claims or defenses; (b) Claims and

causes of action arising under the Bankruptcy Code; and (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether arising at law or in equity, including any recharacterization, recoupment, subordination, avoidance, or other claim or cause of action arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state, federal, or foreign law, including, without limitation, any right to assert any disgorgement or recovery, in each case, with respect to the extent, amount, validity, enforceability, priority, security, and perfection of any of the DIP Obligations, the DIP Documents, the DIP Liens (as defined herein), the Prepetition Secured Obligations, the Prepetition Documents, or the Prepetition Liens, and further waive and release any defense, right of counterclaim, right of setoff, or deduction to the payment of the DIP Obligations and the Prepetition Secured Obligations that the Debtors now have or may claim to have against the Released Parties, arising under, in connection with, based upon, or related to any and all acts, omissions, conduct undertaken, or events occurring prior to entry of this Interim Order. For the avoidance of doubt, nothing in this paragraph F(xvi) shall relieve the DIP Agents, the DIP Lenders, or the Debtors of their obligations hereunder or under the DIP Obligations.

G. **Permitted Prior Liens**. Nothing herein shall constitute a finding or ruling by this Court that any alleged Prepetition Permitted Prior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing shall prejudice the rights of any party-in-interest, including, but not limited to the Debtors, the DIP Agents, the Prepetition Secured Parties, or the

Committee (if appointed), to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Prior Lien and/or security interests. Given the continuing liens of the Prepetition Secured Parties and the integrated nature of the transactions contemplated of this Interim Order, the right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Prepetition Permitted Prior Lien; rather, any such alleged claim arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claims had with respect to the Prepetition Liens.

H. **Findings Regarding Corporate Authority**. Each Debtor has all requisite corporate power and authority to execute and deliver the DIP Documents to which it is a party and to perform its obligations thereunder.

I. **Findings Regarding Postpetition Financing**

(i) *Request for Postpetition Financing*. The Debtors seek authority to (a) use Cash Collateral on the terms described herein to administer their Cases and fund their operations, (b) enter into each DIP Facility on the terms described herein and in the DIP Documents, (c) apply proceeds of DIP Collateral in accordance with paragraph 23 of this Interim Order, and (d) upon entry of the Final Order (1) refinance any remaining Prepetition Revolving Loans into DIP Revolving Loans and (2) refinance any remaining Prepetition Secured Obligations into DIP Term Loan Obligations. At the Final Hearing, the Debtors will seek final approval of the proposed postpetition financing and use of Cash Collateral arrangements pursuant to a proposed

final order (the "Final Order"), which shall be in form and substance acceptable to the DIP Agents and Prepetition Agents.

(ii) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by each DIP Facility and the relative priorities set forth in the Lien Priority Annex, will enable the Debtors to obtain each DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors. The Prepetition Secured Parties are each entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for any Diminution in Value of each of their respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral*. The Debtors have a need to use Cash Collateral on an interim basis and to obtain credit on an interim basis pursuant to the DIP Facilities in order to, among other things, administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Facilities and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties-in-interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business pending the Final Hearing without the DIP Facilities and authorized use of Cash

Collateral.

(iv) *No Credit Available on More Favorable Terms*. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Credit Parties on terms more favorable than the DIP Facilities. The Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. As described in the DIP Declaration, financing on a postpetition basis on better terms is not otherwise available without granting each DIP Agent, for the benefit of itself and its respective DIP ABL Credit Parties and DIP Term Credit Parties: (1) perfected security interests in and liens on (each as provided herein) substantially all of the Debtors' existing and after-acquired assets with the relative priorities set forth herein; (2) superpriority claims and liens; (3) application of proceeds of DIP Collateral in accordance with paragraph 23 of this Interim Order; (4) upon entry of a Final Order, a roll-up of any remaining Prepetition Revolving Loans into DIP Revolving Loans, and a roll-up of any remaining Prepetition Term Secured Obligations under the Prepetition Term Agreement into the DIP Term Obligations.

(v) *Use of Proceeds of the DIP Facilities*. As a condition to entry into

the DIP Credit Agreements, the extensions of credit under the DIP Facilities, and the authorization to use Cash Collateral, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Facilities shall be used, in each case in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget attached as **Exhibit B** hereto (as the same may be modified from time to time consistent with the terms of the DIP Documents and subject to such variances as are permitted in the DIP Credit Agreements, and as set forth in paragraph 19 hereof, the "Budget"), solely for: (a) the Roll-Up, subject to the rights preserved in paragraph 43 of this Interim Order; provided, that all Letters of Credit and Bank Products shall be deemed DIP ABL Obligations upon entry of this Interim Order; (b) the paydown of the Prepetition Revolving Loans with the Interim Term Financing, (c) working capital and letters of credit; (d) permitted payment of costs of administering the Cases; (e) payment of such other prepetition obligations as are set forth in the Budget or otherwise approved by the DIP Agents and Prepetition Agents in their sole discretion, and as approved by the Court; (f) payment of interest, fees, expenses and other amounts (including legal and other professionals' fees and expenses of the DIP Agents) owed under the DIP Documents; (g) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth in paragraph 15 hereof; (h) payment of the costs, fees, and expenses related to the Recognition Proceedings (as defined in the DIP Credit Agreements), including as permitted under the Canadian Recognition Orders (as defined in the DIP Credit Agreements) and (i) other general corporate purposes of the Debtors permitted by the Budget and the DIP Documents.

(vi) *Application of Proceeds of Collateral*. As a condition to entry into the DIP Credit Agreements, the extension of credit under the DIP ABL Facility and authorization to use Cash Collateral, the Debtors, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties have agreed that as of and commencing on the date of the Interim Hearing, the Debtors shall apply the proceeds of DIP Collateral in accordance with this Interim Order including as set forth in paragraph 23 hereof and as provided in the DIP Documents. The extension of credit under the DIP Facilities, the application of proceeds of DIP Collateral under paragraph 23 hereof, and upon entry of the Final Order, the DIP ABL Roll-Up Loans and the DIP Term Roll-Up Loans (each as defined herein) are part of a single, integrated transaction.

(vii) *Roll-up of Prepetition Revolving Loans.*

(a) As a condition to providing the ABL DIP Facility, the DIP ABL Credit Parties have required that the Debtors (i) obtain approval as part of the Interim ABL Financing upon entry of this Interim Order, without any further action by the Debtors or any other party, of (1) proceeds of DIP ABL Priority Collateral being applied to the repayment of Prepetition ABL Secured Obligations as set forth in paragraph 23 of this Interim Order (the "Interim ABL Roll-Up"), (2) all cash management services, bank products, and Letters of Credit issued for the account of the Debtors under the Prepetition ABL Agreement continuing in place and all obligations under or in connection therewith being subject to the DIP ABL Credit Agreement and shall constitute DIP ABL Obligations, and (3) all accrued interest, expenses, fees and other sums due and payable in respect of the Revolving Loans being paid in full, in cash on the Closing Date

(as defined in the DIP Credit Agreement); and (ii) upon entry of the Final Order without any further action by the Debtors or any other party, the repayment and refinancing of any outstanding amount of Prepetition ABL Secured Obligations (together with the Interim ABL Roll-Up, the "ABL Roll-Up" and all amounts repaid and refinanced under the ABL Roll-Up, the "DIP ABL Roll-Up Loans", which constitute DIP Revolving Loans).

(b) The Interim ABL Roll-Up shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the DIP ABL Lenders to fund amounts, and provide other consideration to the Debtors, under the DIP ABL Facility and not as adequate protection for any Prepetition Secured Obligations or any accommodation made by the Prepetition ABL Credit Parties. The Interim ABL Roll-Up is justified because the DIP ABL Facility will enable the Debtors to obtain urgently needed financing that they need to administer these Cases and fund their operations. Because the ABL Roll-Up is subject to the rights set forth in paragraph 43 below, the ABL Roll-Up will not prejudice the right of any other party in interest.

(viii) *Roll-up of Prepetition Term Loans*.

(a) As a condition to providing the DIP Term Facility, the DIP Term Credit Parties have required that the Debtors obtain approval, (1) upon entry of (A) this Interim Order, (i) to borrow $16,000,000 in new principal amount of DIP Term Loans under the DIP Term Loan Facility (the "Interim Term Financing") with $15,000,000 of such proceeds to be utilized solely to pay down the Prepetition Revolving Loans, and (ii) $16,000,000 in principal

amount of Prepetition Term Loans shall be replaced and refinanced into DIP Term Loans (the "Interim Term Roll-Up"), and (B) the Final Order, any outstanding amount of Prepetition Term Secured Obligations shall be replaced and refinanced into DIP Term Obligations (together with the Interim Term Roll-Up, the "DIP Term Roll-Up Loans" and together with the ABL Roll-Up, the "Roll-Up"), and (2) in connection with entry of this Interim Order, all accrued interest, expenses, fees and other sums due and payable in respect of the Prepetition Term Loans shall be paid in full, in cash as of the Closing Date.

(b) The Interim Term Roll-Up shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of the DIP Term Lenders to fund amounts, and provide certain other consideration to the Debtors under the DIP Term Facility, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Term Secured Obligations or any accommodation made by the Prepetition Term Credit Parties. The Interim DIP Term Roll-Up Loans are justified because the DIP Term Facility will enable the Debtors to obtain urgently needed financing that they need to administer these Cases and fund their operations. Because the DIP Term Roll-Up Loans will be subject to the reservation of rights in paragraph 43 below, the DIP Term Roll-Up Loans will not prejudice the right of any party in interest.

J. **Adequate Protection**. Each Prepetition Agent, for the benefit of itself and its respective Prepetition ABL Secured Parties and Prepetition Term Secured Parties, is entitled to receive adequate protection to the extent of any Diminution in Value of its interests in the

Prepetition Collateral. Pursuant to sections 361, 363 and 507(b) of the Bankruptcy Code, as adequate protection the Prepetition Secured Parties will receive (a) Adequate Protection Liens (as defined herein) and Adequate Protection Superpriority Claims (as defined herein), as more fully set forth in paragraphs 11 and 13 herein, and (b) as set forth herein, current payment of interest at the default rate, reasonable and documented fees and out-of-pocket expenses (including legal and other professionals' fees and expenses of the Prepetition ABL Agent and the Prepetition Term Agent whether arising before or after the Petition Date), as more fully set forth in paragraph 15 herein.

K. **Sections 506(c) and 552(b).** In light of: (i) the DIP Agents' and DIP Credit Parties' agreement that their liens and superpriority claims shall be subject to the Carve Out, (ii) the Prepetition Agents' and the Prepetition Secured Parties agreement that their liens and Adequate Protection Superpriority Claims shall be subject to the Carve Out and subordinate to the DIP Liens, DIP Superpriority Claims (as defined herein), and (iii) the payment of expenses as set forth in the Budget in accordance with and subject to the terms and conditions of this Interim Order, the DIP Documents, (a) subject to entry of a Final Order, the Prepetition Secured Parties are each entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code, and (b) subject to entry of a Final Order, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

L. **Good Faith of the DIP Agents and DIP Credit Parties**.

(i) *Willingness to Provide Financing*. The DIP Credit Parties have indicated a willingness to provide financing to the Debtors subject to: (a) entry of this Interim Order and the Final Order; (b) approval of the terms and conditions of the DIP Facilities and the DIP Documents; (c) application of proceeds of DIP Collateral in accordance with paragraph 23 of this Interim Order, and, subject to entry of a Final Order, (1) an immediate roll-up of any remaining Prepetition Revolving Loans into DIP Revolving Loans, and (2) an immediate roll-up of any remaining Prepetition Term Secured Obligations into DIP Term Obligations; (d) satisfaction of the closing conditions set forth in the DIP Documents; and (e) findings by this Court that the DIP Facilities are essential to the Debtors' estates, that the DIP Agents and DIP Credit Parties are extending credit to the Debtors pursuant to the DIP Documents in good faith, and that the DIP Agents' and DIP Credit Parties' claims, superpriority claims, security interests and liens and other protections granted pursuant to this Interim Order and the DIP Documents will have the protections provided by section 364(e) of the Bankruptcy Code.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e)*. The terms and conditions of the DIP Facilities and the DIP Documents, and the interest and fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtors under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The terms and conditions of the DIP Facilities and the use of Cash Collateral were negotiated in good faith and at arms' length among

the Debtors, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors. Use of Cash Collateral and credit to be extended under the DIP Facilities shall be deemed to have been allowed, advanced, made, or extended in good faith by the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties within the meaning of section 364(e) of the Bankruptcy Code.

M. **Immediate Entry**. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2).

N. **Interim Hearing**. Notice of the Interim Hearing and the relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties-in-interest, including: (i) the U.S. Trustee; (ii) those entities or individuals included on the Debtors' list of 30 largest unsecured creditors on a consolidated basis; (iii) counsel to the Prepetition ABL Agent; (iv) counsel to the Prepetition Term Agent; and (v) all other parties entitled to notice under the Local Rules. The Debtors have made reasonable efforts to afford the best notice possible under the circumstances and no other notice is required in connection with the relief set forth in this Interim Order.

Based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declaration, the First Day Declaration, and the record before the Court with respect to the DIP Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Interim ABL Financing Approved. The DIP Motion is granted, the Interim

ABL Financing and Interim Term Financing are authorized and approved, and the use of Cash Collateral on an interim basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Interim Order. All objections to this Interim Order to the extent not withdrawn, waived, settled, or resolved are hereby denied and overruled. Each of the Prepetition Agents has consented to entry of this Interim Order and approval of the DIP ABL Facility and DIP Term Facility, respectively, under the ICA.

DIP Facilities Authorization

2. Authorization of the DIP Facilities. The DIP Facilities, including the Interim ABL Financing, are hereby approved. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents, and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, and to deliver all instruments, certificates, agreements, and documents which may be required or necessary for the performance by the Debtors under the DIP Facilities and the creation and perfection of the DIP Liens described in and provided for by this Interim Order and the DIP Documents, including each Debtor providing its joint and several guarantee of all of the DIP Obligations and such acts as shall be necessary or desirable in order to effect the Interim ABL Financing. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become earned, due and payable and without need to obtain further Court approval, including closing fees, letter of credit fees (including issuance, fronting, and other

related charges), unused line fees, arrangement fees, structuring fees, servicing fees, audit fees, appraisal fees, liquidator fees, administrative agent's fees, the reasonable fees and disbursements of the DIP ABL Agent's and the DIP Term Agent's attorneys, advisors, accountants, and other consultants, whether or not such fees arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves and to take any other actions that may be necessary or appropriate, all to the extent provided in this Interim Order and/or the DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and/or the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors' estates, from the entry of this Interim Order through and including the earliest to occur of (i) entry of the Final Order or (ii) the Termination Date (as defined herein), and subject to the terms, conditions, limitations on availability and reserves (as applicable) set forth in the DIP Documents and this Interim Order, the Debtors are hereby authorized to request extensions of credit (in the form of loans and letters of credit) up to an aggregate outstanding principal amount of not greater than (i) $131,000,000 at any one time outstanding under the DIP ABL Facility and (ii) $116,000,000 at any one time outstanding under the DIP Term Facility (less any outstanding

Prepetition Term Loans). No other corporate action is required for the Debtors to execute and deliver the DIP Documents, perform their obligations thereunder or request any extension of credit under the DIP Facilities as set forth herein.

4. DIP Obligations. The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates and any successors thereto, including any trustee or other estate representative appointed in the Cases, or in any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon entry of this Interim Order, the DIP Obligations will include all loans, letter of credit reimbursement obligations, and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the DIP Credit Parties, in each case, under, or secured by, the DIP Documents or this Interim Order, including all principal, accrued interest, costs, fees, expenses and other amounts under the DIP Documents. Without limiting the foregoing, the DIP ABL Obligations shall include Letters of Credit, cash management, and bank product exposure and derivative and swap exposure and obligations (if any) to the extent described in, or secured by, the Prepetition ABL Documents (to the extent outstanding as of the Petition Date), and DIP ABL Documents (on and after the Petition Date), including all Other Liabilities (as defined in the DIP ABL Credit Agreement). Upon entry of this Interim Order, all cash management services, bank products and Letters of Credit issued for the account of the Debtors under the

Prepetition ABL Agreement shall continue in place and all obligations under or in connection therewith shall be subject to the DIP ABL Credit Agreement and shall constitute DIP ABL Obligations. The Interim ABL Roll-Up and the Interim Term Roll-Up are approved as provided, and on the terms contained, herein. The Debtors shall be jointly and severally liable for the DIP Obligations. The DIP Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease on the Termination Date (as defined herein), except as provided in paragraphs 10 and 33 herein. No obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens, and including in connection with any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, except as set forth in paragraph 43 below.

5. DIP ABL Liens.

(a) As security for the DIP ABL Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d)

of the Bankruptcy Code, the DIP ABL Agent, for the benefit of itself and the DIP ABL Credit Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on (collectively, the "DIP ABL Liens") all real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible, of each Debtor, including: (a) Prepetition Collateral, (b) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including all of the issued and outstanding capital stock of each of its subsidiaries), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, books and records related to the foregoing, accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (c) all owned real property interests, and all proceeds of leased real property; (d) all proceeds of claims or causes of actions brought under section 549 of the Bankruptcy Code to recover any post-petition transfer of DIP Collateral and any and all recoveries and settlements thereof; (e) subject to entry of a Final Order,

the proceeds ("Avoidance Proceeds") of any claims and causes of action to avoid a transfer of property (or an interest in property) or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including, without limitation, chapter 5 and section 724(a) of the Bankruptcy Code (collectively, the "Avoidance Actions"), but not such Avoidance Actions themselves; and (f) all other Collateral (as defined in DIP Documents), in each case whether or not subject to valid, perfected, enforceable, and unavoidable liens on the Petition Date (the "DIP Collateral", with all property identified in this paragraph 5(a), to the extent it constitutes Prepetition ABL Priority Collateral, the "DIP ABL Priority Collateral"), subject to the Carve Out, the ICA, and the relative priorities set forth in the Lien Priority Annex. Notwithstanding the foregoing, DIP Collateral shall not include (i) the Debtors' real property leases, but shall include all proceeds of such leases, (ii) any contract or license under which the granting of the DIP Liens thereon would constitute a breach or termination thereof that would not be excused by operation of the Bankruptcy Code, but shall include the proceeds of such contracts and licenses, and (iii) any other assets or property specifically excluded under the DIP Documents.

(b) As security for the DIP Term Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP Term Agent, for the benefit of itself and the DIP Term Credit Parties, is hereby granted, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens on (collectively, the "DIP Term Liens" and, together with the DIP ABL Liens, the "DIP Liens") the DIP Collateral,

with all property identified in this paragraph 5, to the extent constituting Term Priority Collateral (as defined in the ICA), the "DIP Term Priority Collateral" together with Prepetition Term Loan Priority Collateral "Term Priority Collateral"), subject to the Carve Out, the ICA, and the relative priorities set forth in the Lien Priority Annex.

(c) Effective upon the entry of this Interim Order, (i) all DIP Liens and the Carve Out shall each be and remain at all times senior to the Prepetition Liens, subject to the terms hereof (including the Lien Priority Annex and ICA), (ii) all existing blocked account agreements, deposit account control agreements, securities account control agreements, credit card acknowledgements, credit card agreements, collateral access agreements, landlord agreements, warehouse agreements, bailee agreements, carrier agency agreements, customs broker agency agreements, subordination agreements (including, without limitation, any intercompany subordination agreements), and freight forwarder agreements entered into or in connection with Prepetition Documents, and all existing Uniform Commercial Code and PPSA filings and all existing filings with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office with respect to the recordation of an interest in the intellectual property of the Debtors, which in each case were filed by one or both of the Prepetition Agents, shall in each case be deemed to be delivered and/or filed in connection with the DIP Facilities, shall constitute DIP Documents and shall remain in full force and effect without any further action by the Debtors, the DIP Agents or any other person, and in each case the DIP Agents shall be deemed to be a party thereto, (iii) any and all references in any such agreements

or documents referred to in clause (ii) above to the "Credit Agreement" shall hereafter be deemed to mean and refer to the Prepetition ABL Agreement, Prepetition Term Agreement, and the DIP Credit Agreements, and (iv) any and all references in any such agreements or documents referred to in clause (ii) above to the "Loan Documents" shall hereafter be deemed to mean and refer to the Prepetition Documents and the DIP Documents, in each case as amended, modified, supplemented or restated and in effect from time to time.

6. DIP Lien Priority. The DIP Liens securing the DIP Obligations are valid, automatically perfected, non-avoidable, senior in priority, and superior to any security, mortgage, collateral interest, lien, or claim to any of the DIP Collateral, except that the DIP Liens shall be subject to the Carve Out, and the relative priorities set forth in the Lien Priority Annex. Other than as set forth herein or in the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in the Cases or any Successor Cases, upon the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Cases or Successor Cases. The DIP Liens shall not be subject to section 510, 549 or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens. Except as otherwise expressly set out herein: (x) the DIP Agents, the DIP Lenders, the Prepetition ABL Agent, the Prepetition Term Agent, and the Prepetition Secured Parties shall remain bound by the

terms and conditions set forth in the ICA, including with respect to the Prepetition Collateral and the DIP Collateral, (y) nothing contained in this Interim Order shall be deemed to abrogate or limit the respective rights, claims and obligations of each of the DIP Agents, the DIP Lenders, the Prepetition ABL Agent, the Prepetition Term Agent, and the Prepetition Secured Parties under the ICA, and (z) the ICA shall apply and govern the respective rights, obligations, and priorities of each of the DIP Agents, the DIP Lenders, the Prepetition ABL Agent, the Prepetition Term Agent, and the Prepetition Secured Parties with respect to the Prepetition Collateral and the DIP Collateral in these Cases. All loans and advances made by the DIP Agents and/or DIP Lenders pursuant to and under the DIP Facilities and all other DIP Obligations outstanding thereunder shall be deemed to be "ABL Obligations" or "Term Obligations" as applicable under the ICA. The DIP ABL Agent is hereby deemed to be the successor to the Prepetition ABL Agent and the DIP Term Agent is hereby deemed to be the successor to the Prepetition Term Agent under the terms of the ICA and each shall have all of the rights, remedies and obligations accorded to the "ABL Agent" or "Term Agent", as applicable, under the ICA. Except as expressly set forth herein, nothing in this Interim Order shall be deemed to impair or otherwise modify the rights of the Prepetition ABL Agent or the Prepetition Term Agent under the ICA as in effect prior to the date hereof.

7. Superpriority Claims.

(a) *DIP ABL Superpriority Claim.* Upon entry of this Interim Order, the DIP ABL Agent, on behalf of itself and its respective DIP ABL Credit Parties is hereby granted, pursuant to section 364(c)(1), 503, and 507 of the Bankruptcy Code, an allowed superpriority

administrative expense claim in each of the Cases and any Successor Cases (collectively, the "DIP ABL Superpriority Claims") for all DIP ABL Obligations subject only to paragraph 7(b) hereof, the Carve Out, and the relative priorities in the Lien Priority Annex, having priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code;

(b) Upon entry of this Interim Order, the DIP Term Agent, on behalf of itself and its respective DIP Term Credit Parties is hereby granted, pursuant to section 364(c)(1), 503, and 507 of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (collectively, the "DIP Term Superpriority Claims" and, together with the DIP ABL Superpriority Claims, the "DIP Superpriority Claims") for all DIP Term Obligations subject only to paragraph 7(a) hereto, the Carve Out, and the relative priorities set forth in the Lien Priority Annex, having priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, and any other

provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code.

8. No Obligation to Extend Credit. The DIP Agents and DIP Credit Parties shall have no obligation to make any loan or advance, or to issue, amend, renew or extend any letters of credit or bankers' acceptance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance under the DIP Documents and this Interim Order have been satisfied in full or waived by the DIP Agents and in accordance with the terms of the applicable DIP Credit Agreement. Consistent with the DIP Documents (including the ICA Acknowledgment), the prepetition Reserves (as defined in the Prepetition ABL Credit Agreement or the Prepetition Term Credit Agreement, as applicable) set forth on **Exhibit D** hereto shall (i) in the case of those Reserves listed in Section (i) of **Exhibit D**, be released as of the closing date of the DIP Credit Agreements and (ii) in the case of those Reserves listed in Section (ii) of **Exhibit D**, be released on the dates outlined for such Reserve in such Section and, in each case, such prepetition Reserves shall not be instituted or reinstituted, except as permitted under the ICA Acknowledgment, in accordance with the DIP Credit Documents (including the ICA Acknowledgment).

9. Use of Proceeds of DIP Facilities. From and after the Petition Date, the Debtors shall use advances of credit under the DIP Facilities, in accordance with the Budget (subject to such variances as are permitted in the DIP Credit Agreements), only for the purposes specifically set forth in this Interim Order and the DIP Documents, and in compliance with the

terms and conditions in this Interim Order and the DIP Documents.

Authorization to Use Cash Collateral

10. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the DIP Facilities, and the DIP Documents and in accordance with the Budget (subject to such variances as are permitted in the DIP Documents), the Debtors are authorized to use Cash Collateral until the Termination Date; *provided, however*, that during the Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral solely to meet payroll obligations (other than severance) and pay expenses that the DIP ABL Agent approves as critical to keeping the Debtors' business operating in accordance with the Budget, or as otherwise agreed by the DIP Agents in their sole discretion, and the Carve Out Account (as defined herein) shall be funded (without duplication of amounts funded to the Professional Fee Escrow Account (as defined herein)) following delivery of the Carve Out Trigger Notice (as defined herein) as provided in paragraph 40 of this Interim Order. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order, the DIP Facilities, the DIP Documents, and in accordance with the Budget.

11. Adequate Protection Liens.

(a) *ABL Adequate Protection Liens*. Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition ABL Secured Parties in the Prepetition Collateral solely to the extent of any

Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition ABL Agent, for the benefit of itself and the Prepetition ABL Secured Parties, continuing, valid, binding, enforceable, and perfected postpetition security interests in and liens on the DIP Collateral (the "ABL Adequate Protection Liens")

(b) *Term Adequate Protection Liens*. Pursuant to sections 361, 363(e), and 364(d) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Term Secured Parties in the Prepetition Collateral solely to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Debtors hereby grant to the Prepetition Term Agent, for the benefit of itself and the Prepetition Term Secured Parties, continuing, valid, binding, enforceable, and perfected postpetition security interests in and liens on the DIP Collateral (the "Term Adequate Protection Liens" and together with the ABL Adequate Protection Liens, the "Adequate Protection Liens").

12. Priority of Adequate Protection Liens.

(a) The Adequate Protection Liens shall be subject to the Carve Out, and the relative priorities set forth in the Lien Priority Annex, and otherwise the Adequate Protection Liens shall be senior to all other security interests in, liens on, or claims against any of the DIP Collateral.

(b) Except as provided herein or in the DIP Credit Agreements, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter in the Cases or any Successor Cases, and shall be valid and

enforceable against any trustee appointed in any of the Cases or any Successor Cases, or upon the dismissal of any of the Cases or Successor Cases. The Adequate Protection Liens shall not be subject to sections 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Prepetition Liens or the Adequate Protection Liens.

13. Adequate Protection Superpriority Claims.

(a) As further adequate protection of the interests of the Prepetition ABL Secured Parties in the Prepetition Collateral solely to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition ABL Agent, on behalf of itself and the Prepetition ABL Secured Parties, is hereby granted an allowed administrative claim against the Debtors' estates under Section 503 of the Bankruptcy Code with priority over all administrative expense claim and unsecured claims in each of the Cases and any Successor Cases as provided by Section 507(b) of the Bankruptcy Code, subject to the Carve Out, and relative priorities set forth in the Lien Priority Annex (the "ABL Adequate Protection Superpriority Claim")

(b) As further adequate protection of the interests of the Prepetition Term Secured Parties in the Prepetition Collateral solely to the extent of any Diminution in Value of such interests in the Prepetition Collateral, the Prepetition Term Agent, on behalf of itself and the Prepetition Term Secured Parties, is hereby granted an allowed administrative claim against the Debtors' estates under Section 503 of the Bankruptcy Code with

priority over all administrative expense claim and unsecured claims in each of the Cases and any Successor Cases as provided by Section 507(b) of the Bankruptcy Code, subject to the Carve Out, and relative priorities set forth in the Lien Priority Annex (the "Term Adequate Protection Superpriority Claim" together with the ABL Adequate Protection Superpriority Claim, the "Adequate Protection Superpriority Claims").

14. Priority of the Adequate Protection Superpriority Claims. The Adequate Protection Superpriority Claims shall be subject to the Carve Out and the relative priorities set forth in the Lien Priority Annex and otherwise the Adequate Protection Superpriority Claims shall have priority over all other administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 506(c) (subject to entry of the Final Order), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.

15. Adequate Protection Payments and Protections for Prepetition Secured Parties. As further adequate protection, the Debtors are authorized and directed to provide adequate protection to the Prepetition Secured Parties in the form of payment in cash (and as to fees and expenses, without the need for the filing of a formal fee application) of (i) to the extent any Prepetition Secured Obligations remain outstanding after entry of this Interim Order, interest (at the default rate) and principal due under the Prepetition ABL Documents and Prepetition Term Documents, subject to the rights preserved in paragraph 43 below, (ii) immediately upon entry of

this Interim Order, payment of the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent and the Prepetition Term Agent arising prior to the entry of this Interim Order, and (iii) the reasonable and documented fees, out-of-pocket expenses, and disbursements (including the reasonable and documented fees, out-of-pocket expenses, and disbursements of counsel, financial advisors, auditors, third-party consultants, and other vendors) incurred by the Prepetition ABL Agent and the Prepetition Term Agent arising subsequent to the entry of this Interim Order, subject to the ICA. As part of the adequate protection provided under this paragraph 15, the Prepetition ABL Agent, the Prepetition Term Agent, and, subject to the terms of the Prepetition ABL Agreement and Prepetition Term Agreement, the Prepetition Secured Parties, shall be entitled to current payment of all costs, expenses, and other amounts (including reasonable and documented attorneys' fees) incurred in connection with contingent indemnification, reimbursement or similar continuing obligations arising under the Prepetition ABL Agreement, the Prepetition Term Agreement, the other Prepetition Documents or otherwise in respect of the Prepetition Secured Obligations (the "Prepetition Indemnification Obligations"), including in connection with or responding to (1) formal or informal inquiries and/or discovery requests, any adversary proceeding, cause of action, objection, claim, defense, or other challenge as contemplated in paragraph 43 hereof, or (2) any Challenge (as defined herein) against the Prepetition ABL Agent, the Prepetition Term Agent, or Prepetition Secured Parties related to the

Prepetition Documents, the Prepetition Secured Obligations, or the Prepetition Liens granted to the Prepetition Agents, as applicable, whether in these Cases or independently in another forum, court, or venue. Subject to paragraph 36 of this Interim Order, payment of costs, expenses, and other amounts (including reasonable and documented attorneys' fees) incurred in connection with the Prepetition Indemnification Obligations shall be made as and when they arise, without further notice to or consent from the Debtors, the Committee (if appointed), or any other parties in interest and without further order of this Court; *provided*, that (i) any such indemnification claims shall be subject to the terms of the applicable Prepetition Documents (including with respect to application of proceeds), (ii) the rights of parties in interest with requisite standing to object to any such indemnification claim(s) are hereby reserved in accordance with paragraph 36 hereof, and (iii) the Court shall reserve jurisdiction to hear and determine any such disputed indemnification claim(s).

16. [Reserved].

17. Adequate Protection Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral during the Cases or any Successor Cases. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral

or for additional adequate protection, and the rights of all parties-in-interest are reserved with respect thereto.

Provisions Common to DIP Facilities and Use of Cash Collateral

18. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) non-material or non-adverse to the Debtors and (b) in accordance with the DIP Documents. In the case of a material amendment, modification, or supplement to the DIP Documents that is adverse to the Debtors' estates, the Debtors shall provide notice (which may be provided through electronic mail or facsimile) to counsel to the Committee (if appointed), the DIP Agents, the Prepetition Agents, and the U.S. Trustee (collectively, the "Notice Parties"), each of whom shall have five (5) days from the date of such notice to object in writing to such amendment, modification or supplement. If all Notice Parties indicate that they have no objection to the amendment, modification or supplement (or if no objections are timely received), the Debtors may proceed to execute the amendment, modification or supplement, which shall become effective immediately upon execution. If a Notice Party timely objects to such amendment, modification or supplement, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the amendment, modification or supplement; *provided* that such amendment, modification or supplement shall be without prejudice to the right of any party in interest to be heard. Any material modification, amendment or supplement that becomes effective in accordance with this paragraph 18 shall be

filed with the Court.

19. Budget Maintenance. The use of borrowings and letters of credit under the DIP Facilities and the use of Cash Collateral shall be in accordance with the Budget, subject in all respects to the variances set forth in the DIP Credit Agreements. As set forth in the DIP Credit Agreements, the Budget shall depict, on a weekly and line item basis, (a) projected cash receipts, (b) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including professional fees of the Debtors' professionals and advisors and any Information Officer (as defined in the DIP Credit Agreements) and its counsel, and any other fees and expenses relating to the DIP Credit Agreements, (c) projected net cash flow, (d) projected inventory receipts and levels, and (e) projected U.S. Revolving Borrowing Base, Canadian Revolving Borrowing Base, Term Borrowing Base and Excess Availability (each as defined in the DIP Credit Agreements) for the first thirteen (13) weeks from the Closing Date, with a break-out for stores being closed or proposed to be closed, and shall be in form and substance satisfactory to, and approved by, the DIP Agents and Prepetition Agents in their sole discretion. On or before Wednesday of each week, the Debtors shall deliver to the DIP Agents and Prepetition Agents an Approved Budget Variance Report (as defined in the DIP ABL Credit Agreement) (with delivery of the same to the U.S. Trustee, any Information Officer, and the Committee, if any, each week after delivery to the DIP Agents). During the fifth (5th) week of the initial Budget and thereafter during the fifth (5th) week of each subsequent Budget, the Debtors shall submit a budget for the next successive 13-week period (it being understood that, unless otherwise agreed by the DIP

Agents and Prepetition Agents, each updated budget shall only add projections for periods not previously covered by any Budget and shall not modify any prior periods) to the DIP Agents and Prepetition Agents (with delivery of the same to the U.S. Trustee, any Information Officer, and the Committee, if any, after delivery to the DIP Agents), which budget shall be in form and substance satisfactory to and approved by the DIP Agents and Prepetition Agents in accordance with the DIP Credit Agreements. Until a budget has been approved, the existing Budget shall remain in full force and effect. Each Budget delivered to the DIP Agents and Prepetition Agents shall be accompanied by such supporting documentation as reasonably requested by the DIP Agents and Prepetition Agents and shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. A copy of any Budget (or updated Budget) shall be delivered to counsel for the Committee (if appointed), any Information Officer, and the U.S. Trustee, after (or if) it has been approved by the DIP Agents and Prepetition Agents.

20. Budget Compliance. It shall be an Event of Default if the Debtors fail to comply with the Budget, on the terms and subject to the variances set forth in the DIP Credit Agreements. The Debtors shall provide all reports and other information as required in the DIP Credit Agreements (subject to the grace periods, if any, provided therein).

21. Modification of Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including to: (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority

Claims; (b) permit the Debtors to perform such acts as the DIP ABL Agent, DIP Term Agent, the Prepetition ABL Agent and Prepetition Term Agent each may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Agents, DIP Credit Parties, and Prepetition Secured Parties under the DIP Documents, the DIP Facilities, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP ABL Agent, the DIP Term Agent, the DIP Credit Parties, and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order and the DIP Documents.

22. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or mortgage) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens and the Adequate Protection Liens, or to evidence or entitle the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agents and Prepetition Agents is authorized to file, in the applicable registries of deeds and other appropriate public records, as it in its sole discretion deems necessary or advisable, (i) notice of this Interim Order, and (ii) such

financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens and the Adequate Protection Liens, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver promptly upon demand to the DIP Agents and the Prepetition Agents all such financing statements, mortgages, notices, and other documents as the DIP Agents, and the Prepetition Agents may reasonably request. Each DIP Agent, and Prepetition Agent, in its discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument. To the extent that a Prepetition Agent is the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other collateral documents or relevant Prepetition Documents then automatically and without further action, (i) the DIP Agents shall be deemed to be a secured party under such documents, (ii) the DIP Facilities, together with any refinancings or replacements thereof, shall be deemed to be secured obligations under such documents, and (iii) the applicable provisions of such documents shall apply to the DIP Facilities; all as fully and completely as if each DIP Agent was an original secured party in such documents and each DIP

Facility was an original secured obligation in such documents. To the extent a Prepetition Agent is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agents shall also be deemed to be the secured party under such documents or to be the loss payee or additional insured, as applicable. The Prepetition Agents shall serve as agent for the DIP Agents for purposes of perfecting the DIP Agents' liens on all DIP Collateral that, without giving effect to the Bankruptcy Code and this Interim Order, is of a type such that perfection of a lien therein may be accomplished only by possession or control by a secured party.

23. Application of Proceeds of DIP Collateral. As a condition to the entry of the DIP Documents, the extension of credit under the DIP Facilities and the authorization to use Cash Collateral, the Debtors have agreed that upon entry of this Interim Order, (i) all proceeds of DIP ABL Priority Collateral received by the DIP ABL Agent or any other Credit Party (as defined in the DIP ABL Credit Agreement) and all proceeds realized by the Debtors on account of the DIP ABL Priority Collateral (whether pursuant to cash dominion or arising from realization on DIP ABL Priority Collateral, setoff or otherwise) shall be applied first to the Prepetition ABL Secured Obligations until paid in full in cash, and second, to the DIP ABL Obligations until paid in full in cash, subject to and as more specifically set forth in the DIP ABL Credit Agreement; and (ii) all net proceeds of Term Priority Collateral shall be deposited into the Term Priority Account; provided, that (a) until the occurrence of a Termination Date under the DIP Term Facility the proceeds of Franchise Receivables (as defined in the ICA) shall be transferred to the Debtors' operating account and may be used in accordance with the Budget; and (b) net proceeds of all other

Term Priority Collateral may be applied in accordance with the DIP Term Credit Agreement and the ICA.

24. Protections of Rights of DIP Agents, DIP Credit Parties and Prepetition Secured Parties.

(a) Unless the DIP ABL Agent, the DIP Term Agent, and the Prepetition Agents, as applicable, shall have provided their prior written consent, or all DIP Obligations and all Prepetition Secured Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly Paid in Full[2] and the lending commitments under the DIP Facilities have terminated, it shall be an Event of Default if any order shall have been entered in any of these Cases or any Successor Cases (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage,

[2] "Paid in Full" means the indefeasible repayment in full in cash of all obligations (including principal, interest, fees, prepayment premiums, expenses, indemnities, other than contingent indemnification obligations for which no claim has been asserted) under the applicable credit facility, the cash collateralization or repayment in full in cash of all treasury and cash management obligations, hedging obligations, and bank product obligations, and the cancelation, replacement, backing, or cash collateralization of letters of credit, in each case in accordance with the terms of the applicable credit facility. No facility shall be deemed to have been Paid in Full until such time as, with respect to the applicable facility, (a) the commitments to lend thereunder have been terminated, (b) with respect to the Challenge Deadline (i) the Challenge Deadline shall have occurred without the timely and proper commencement of a Challenge or (ii) if a Challenge is timely and properly asserted prior to the Challenge Deadline, upon the final, non-appealable disposition of such Challenge and (c) the Debtors have entered into a customary and mutually agreeable payoff letter with the applicable DIP Credit Parties and/or Prepetition Secured Parties providing for a release of the applicable DIP Credit Parties and/or Prepetition Secured Parties from any further obligations or liabilities of any kind, including with respect to the Carve Out.

or collateral interest or other lien on all or any portion of the DIP Collateral or Prepetition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and/or the Adequate Protection Superpriority Claims; (ii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iii) the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor or any creditor's taking any setoff or recoupment against any of its prepetition indebtedness based upon any such return of goods pursuant to section 553 of the Bankruptcy Code or otherwise; or (iv) any modification of any of the DIP ABL Agent's, the DIP Term Agent's, the DIP Credit Parties', or the Prepetition Secured Parties' rights under this Interim Order, the DIP Documents or the Prepetition Documents, as applicable, with respect any DIP Obligations or Prepetition Secured Obligations.

(a) Until the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly Paid in Full in cash, the Debtors shall (i) maintain books, records, and accounts to the extent and as required by the DIP Documents (and subject to the applicable grace periods set forth therein); (ii) reasonably cooperate with, consult with, and provide to the DIP Agents all such information and documents that any or all of the Debtors are obligated (including upon reasonable request by either of the DIP Agents) to provide under the DIP Documents or the provisions of this Interim Order; (iii) upon reasonable

advance notice, permit the DIP ABL Agent, DIP Term Agent and each such Agent's respective advisors to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and to discuss, and provide information with respect to, their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel) as and to the extent required by the DIP Documents and/or the Prepetition Documents; (iv) permit the DIP Agents, the Prepetition Agents and each such Agent's respective advisors to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets; and (v) upon reasonable advance notice, permit the DIP Agents and the Prepetition Agents to conduct, at their discretion and at the Debtors' cost and expense, field audits, collateral examinations, liquidation valuations, inventory appraisals, real estate appraisals, intellectual property appraisals at reasonable times in respect of any or all of the DIP Collateral and Prepetition Collateral in accordance with the DIP Documents and the Prepetition Documents.

25. Credit Bidding. Subject to paragraph 43 hereof, in connection with any sale process authorized by the Court, (i) the DIP Agents, DIP Credit Parties, and the Prepetition Agents may credit bid up to the full amount of their applicable outstanding DIP Obligations or Prepetition Secured Obligations, in each case including any accrued interest and expenses (each a "Credit Bid") in any sale of any DIP Collateral or Prepetition Collateral, as applicable, whether such sale

is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a Chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, subject in each case to the rights and duties of the parties under the DIP Documents and the Prepetition Documents and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the credit bid, and (ii) each of the DIP Agents, the DIP Credit Parties, and the Prepetition Agents shall be considered a "Qualified Bidder" with respect to its rights to acquire all or any of the assets by Credit Bid. The Prepetition ABL Secured Parties and DIP ABL Credit Parties may not Credit Bid for Term Priority Collateral unless in connection with such Credit Bid the Prepetition Term Secured Obligations and DIP Term Obligations are paid in full, in cash, and, the Prepetition Term Secured Parties and DIP Term Secured Parties may not Credit Bid for DIP ABL Priority Collateral unless in connection with such Credit Bid the Prepetition ABL Secured Obligations and DIP ABL Obligations are paid in full, in cash, upon the closing of any such transaction.

26. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Cases or any Successor Cases, shall obtain credit or incur debt pursuant to Bankruptcy Code sections 364(b), 364(c), or 364(d) or in violation of the DIP Documents at any time prior to the indefeasible repayment in full of all DIP Obligations, and the termination of the DIP Agents' and the DIP Credit Parties' obligations to extend credit under the respective DIP Facilities, including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates, and such facilities are secured by any DIP Collateral, then all the cash proceeds derived from such

credit or debt shall immediately be turned over to the applicable DIP Agent to be applied in accordance with this Interim Order, the DIP Documents, and the relative priorities set forth in the Lien Priority Annex.

27. Cash Collection. From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP ABL Priority Collateral (except as otherwise set forth in the DIP Credit Agreements) that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same lock-box and/or deposit accounts into which the collections and proceeds of Prepetition ABL Priority Collateral were deposited under the Prepetition ABL Documents (or in such other accounts as are designated by the DIP ABL Agent from time to time) (collectively, the "Cash Collection Accounts") (all collections and proceeds of any Term Priority Collateral shall be deposited as set forth in paragraph 23 hereof), which accounts (except as otherwise set forth in the DIP ABL Credit Agreement) shall be subject to the sole dominion and control of the DIP ABL Agent. All proceeds and other amounts in the Cash Collection Accounts shall be remitted to the DIP ABL Agent for application in accordance with the DIP Documents, this Interim Order, and the relative priorities set forth in the Lien Priority Annex. Unless otherwise agreed to in writing by the DIP Agents, or otherwise provided for herein, the Debtors shall maintain no accounts except those identified in any cash management order entered by the Court (a "Cash Management Order"). The Debtors and the financial institutions where the Cash Collection Accounts are maintained (including those accounts identified in any Cash Management Order) are authorized

and directed to remit, without offset or deduction, funds in such Cash Collection Accounts upon receipt of any direction to that effect from the DIP ABL Agent.

28. Maintenance of DIP Collateral. Until the indefeasible Payment in Full of all DIP Obligations, all Prepetition Secured Obligations, and the termination of the DIP Agents' and the DIP Credit Parties' obligations to extend credit under the DIP Facilities, the Debtors shall: (a) insure the DIP Collateral as required under the DIP Facilities or the Prepetition Documents, as applicable; and (b) maintain the cash management system in effect as of the Petition Date, as modified by any Cash Management Order, or as otherwise required by the DIP Documents or this Interim Order.

29. Disposition of DIP Collateral. Until the indefeasible Payment in Full of all DIP Obligations and Prepetition Secured Obligations, the Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral other than in the ordinary course of business without the prior written consent of the DIP Agents and Prepetition Agents, as applicable (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Agents, DIP Credit Parties, the Prepetition Agents, or the Prepetition Secured Parties, or from any order of this Court), except as otherwise provided for in the DIP Documents or otherwise ordered by the Court.

30. Termination Date. Upon the occurrence of a Termination Date (as defined herein) under either the DIP ABL Credit Agreement and/or DIP Term Credit Agreement: (a) all applicable DIP ABL Obligations or DIP Term Obligations, as applicable, shall be immediately

due and payable, all commitments to extend credit under the DIP ABL Facility and/or DIP Term Facility, as applicable, will terminate, other than as required in paragraph 40 hereof with respect to the Carve Out, all treasury and cash management, hedging obligations and bank product obligations constituting Obligations (as defined in the applicable DIP Credit Agreement) shall be cash collateralized, and all letters of credit and bankers' acceptances outstanding shall be cash collateralized in an amount equal to 105% of the face amount thereof (and in the case of letters of credit denominated in a currency other than Dollars, in an amount at least equal to 110%), and once funded such cash collateral shall not be subject to or subordinate to the Carve Out; (b) all authority to use Cash Collateral shall cease, *provided, however*, that during the Remedies Notice Period (as defined herein), the Debtors may use Cash Collateral strictly in accordance with paragraphs 10 and 33 of this Interim Order; *provided further* that following delivery of the Carve Out Trigger Notice (as defined herein), the Debtors shall be entitled to fund the Carve Out Account (as defined herein) in accordance with paragraph 40 of this Interim Order; and (c) upon the expiration of the Remedies Notice Period, the DIP Agents, as applicable, shall be entitled to exercise rights and remedies under the DIP Documents in accordance with this Interim Order (including paragraph 33 hereof), subject to the Canadian Recognition Orders with respect to the Collateral of the Canadian Loan Parties (as defined in the DIP Credit Agreements) or Collateral otherwise located in Canada.

31. Events of Default. The occurrence of any of the following events, unless waived by the DIP Agents and Prepetition Agents in writing and in accordance with the terms of

the DIP Credit Agreements, shall constitute an event of default (an "Event of Default"): (a) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order, including the failure to comply with the Case Milestones (as defined herein), or (b) the occurrence of an Event of Default (as defined in the DIP Credit Agreements). For the avoidance of doubt, each Prepetition Agent shall be entitled to declare an Event of Default (as defined in the DIP Credit Agreements) with respect to its applicable DIP Credit Facility, but in no event shall (i) the DIP Term Agent or Prepetition Term Agent be authorized to terminate the DIP ABL Documents, or (ii) the DIP ABL Agent or Prepetition ABL Agent be authorized to terminate the DIP Term Documents.

32. Case Milestones. As a condition to the DIP Facilities and the use of Cash Collateral, if shall be an Event of Default if the Debtors fail to comply with the Milestones (as defined in the DIP Credit Agreements), which are set forth on **Exhibit C** hereto (as may be amended from time to time in accordance with the DIP Documents, the "Case Milestones").

33. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, under the applicable DIP Credit Agreement, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order (and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders, (1) (i) the DIP ABL Agent and/or Prepetition ABL Agent may declare (an "ABL Termination Declaration") that all DIP ABL

Obligations and Prepetition ABL Secured Obligations are immediately due and payable; the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP ABL Facility; and termination of the DIP ABL Facility as to any future liability or obligation of the DIP ABL Agent and DIP ABL Credit Parties, and/or (ii) the DIP Term Agent and/or the Prepetition Term Agent may declare (a "Term Termination Declaration" and, together with the ABL Termination Declaration, each, a "Termination Declaration") all DIP Term Obligations and Prepetition Term Secured Obligations to be immediately due and payable; and the termination of the DIP Term Facility and DIP Term Documents as to any future liability or obligation of the DIP Term Agent, and the DIP Term Credit Parties, but in both (i) and/or (ii), without affecting any of the DIP Liens or the DIP Obligations, (2) that the application of the Carve Out has occurred through the delivery by one of the DIP Agents or Prepetition Agents of the Carve Out Trigger Notice (as defined herein) to the Debtors, the other DIP Agent, the U.S. Trustee, any Information Officer, and counsel to the Committee (if appointed); and (3) any of the DIP Agents or Prepetition Agents may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the earliest date on which a Termination Declaration is delivered with respect to a DIP Facility, the "Termination Date" for such DIP Facility); *provided* that, during the Remedies Notice Period, the Debtors may use Cash Collateral, as set forth in paragraph 10 hereof to fund the Carve Out. Each Termination Declaration shall be given by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee (if appointed), counsel to the non-declaring DIP Agent, any Information

Officer, and the U.S. Trustee. The automatic stay in the Cases otherwise applicable to the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties is hereby modified so that three (3) business days after the date a Termination Declaration is delivered (the "Remedies Notice Period"), the DIP Agents and the DIP Credit Parties shall be entitled to exercise their rights and remedies in accordance with the DIP Documents and this Interim Order to satisfy their respective DIP Obligations, DIP Superpriority Claims, and DIP Liens; *provided* that upon the Payment in Full of the DIP Obligations, to the extent there are Prepetition Secured Obligations outstanding, the Prepetition Secured Parties shall be entitled to exercise their rights and remedies in accordance with the Prepetition Documents and this Interim Order, subject to the ICA, to satisfy the Prepetition Secured Obligations, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims. During the Remedies Notice Period, the Debtors and/or the Committee (if appointed) shall be entitled to seek an emergency hearing within the Remedies Notice Period; *provided, further,* that the Debtors have agreed not to raise in connection with any such emergency hearing any argument that this Interim Order or any of the DIP Documents should be modified or that the provisions thereof are unenforceable. Upon expiration of the Remedies Notice Period, unless during the Remedies Notice Period the Court orders otherwise, (i) the automatic stay, as to DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties, as applicable, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order, (ii) the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties shall be permitted to exercise all remedies set forth herein, in the DIP Documents or the Prepetition

Documents, as applicable, subject to the ICA, and as otherwise available at law without further order of or application or motion to the Court, and (iii) the DIP Agents and any liquidator or other professional will have the right to access and utilize, on a royalty-free basis, any trade names, trademarks, copyrights or other intellectual property and any warehouse, distribution centers, store or other locations that the Debtors have a right to occupy to the extent necessary or appropriate in order to sell, lease or otherwise dispose of any of the DIP Collateral, including pursuant to any Court approved sale process. Notwithstanding the foregoing, the DIP Agents, DIP Credit Parties, and Prepetition Secured Parties may only enter upon the Debtors' leased premises following an Event of Default in accordance with (a) a separate written agreement between the DIP Agents, DIP Credit Parties, or Prepetition Secured Parties, as applicable, and the applicable landlord, (b) pre-existing rights of the DIP Agents, DIP Credit Parties, or Prepetition Secured Parties under applicable non-bankruptcy law, or (c) entry of a further order of this Court after notice to the applicable landlord and an opportunity to be heard.

34. [Reserved].

35. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. The DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties have acted in good faith in connection with this Interim Order and are entitled to rely upon the protections granted herein and by section 364(e) of the Bankruptcy Code. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with sections 364(e) and 363(m) of the Bankruptcy Code, in the event any or all of the

provisions of this Interim Order are hereafter reargued, reconsidered, reversed, modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code to the maximum extent set forth therein.

36. DIP and Other Expenses. The Debtors are authorized and directed to pay and the DIP Agents and Prepetition Agents, as applicable, are authorized to make advances or charges against the applicable loan account to pay (a) all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the Prepetition Secured Parties in accordance with the Prepetition Documents subject to the ICA; and (b) all reasonable and documented prepetition and postpetition professional and advisory fees and out-of-pocket expenses of the DIP Agents, and their respective DIP Lenders, in connection with the DIP Facilities, as provided in the DIP Documents, whether or not the transactions contemplated hereby are consummated, including attorneys' fees, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, and indemnification and reimbursement of such fees and expenses. Payment of all such fees and expenses shall not be subject to allowance by the Court. Professionals for the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines, however any time that such professionals seek payment of fees and expenses from the Debtors, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information

constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney client privilege or of any benefits of the attorney work product doctrine) to the U.S. Trustee and counsel for the Committee (if appointed) contemporaneously with the delivery of such fee and expense statements to the Debtors. Any objections raised by the Debtors, the U.S. Trustee, or the Committee (if appointed) with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) days of the receipt of such invoice; if after ten (10) days such objection remains unresolved, it will be subject to resolution by the Court. Pending such resolution, the undisputed portion of any such invoice will be paid promptly by the Debtors. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties incurred on or prior to such date without the need for any professional engaged by the DIP Agents, the DIP Credit Parties, or the Prepetition Secured Parties to first deliver a copy of its invoice as provided for herein. No attorney or advisor to the DIP Agents, the DIP Credit Parties or any Prepetition Secured Parties shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the (i) DIP ABL Agent, the DIP Term Agent or DIP Credit Parties in connection with or with respect to the DIP Facilities; and (ii) Prepetition Secured Parties in connection or with respect to these matters, are hereby approved in full and shall not be subject to

avoidance, disgorgement or any similar form of recovery by the Debtors or any other person (subject to paragraph 43 hereof solely with respect to the Prepetition Secured Obligations, including with respect to the Roll-Up).

37. Indemnification.

(a) The Debtors shall indemnify and hold harmless the DIP ABL Agent and the DIP ABL Credit Parties in accordance with the terms and conditions of the DIP ABL Credit Agreement.

(b) The Debtors shall indemnify and hold harmless the DIP Term Agent and the DIP Term Credit Parties in accordance with the terms and conditions of the DIP Term Credit Agreement.

38. Proofs of Claim. The DIP Agents, the DIP Credit Parties, and Prepetition Secured Parties shall not be required to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein. Each of the Prepetition Agents on behalf of itself and the Prepetition Secured Parties is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in each of the Cases or Successor Cases with respect to the Prepetition Secured Obligations. Any proof of claim filed by the Prepetition Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition Secured Parties. Any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases shall not apply to any claim of the DIP Agents, the DIP Credit Parties, and the Prepetition

Secured Parties arising under, or in connection with, the DIP Documents or the Prepetition Documents, as applicable.

39. [Reserved].

40. Carve Out.

(a) DIP Carve Out. As used in this Interim Order, the "Carve Out" means, subject, in each case, to application of any retainers that may be held by the applicable professionals, without duplication: (i) unpaid professional fees and disbursements incurred by the Debtors (including in the Recognition Proceedings), any Information Officer and its counsel, and any statutory committees appointed in the Cases pursuant to sections 327 and 1102 of the Bankruptcy Code (the "Case Professionals") at any time prior to the delivery of the Carve Out Trigger Notice (as defined below) to the extent (A) in the case of Case Professionals other than the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer and the Information Officer's counsel, allowed by this Court, and (B) in the case of the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer and the Information Officer's counsel, permitted under the Canadian Supplemental Order (the "Allowed Professional Fees); (ii) after delivery of a notice by any of the DIP Agents or Prepetition Agents, pursuant to the applicable DIP Credit Agreement or Prepetition Documents, to the Debtors that an Event of Default has occurred and is continuing and that the application of the Carve Out has occurred (the "Carve Out Trigger Notice"), the payment of allowed (or in the case of the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer and

the Information Officer's counsel, permitted under the Canadian Supplemental Order) and unpaid professional fees and disbursements incurred by the Case Professionals following the delivery of the Carve Out Trigger Notice (the "Carve Out Trigger Date") in an aggregate amount not in excess of $1,500,000 (the "Wind Down Carve Out Amount"), *plus* (iii) the payment of fees pursuant to 28 U.S.C. § 1930(a) and any fees required to be paid to the Clerk of the Court, which fees shall not be limited to amounts that may be set forth in the Budget, and the reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code. The Carve Out shall be senior to the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims, as set forth in the Lien Priority Annex.

(b) Delivery of Weekly Statements. Not later than 2:00 p.m. New York time on the last business day of each week starting with the second week following the Petition Date, each Case Professional shall deliver to the Debtors, the DIP Agents, and the Prepetition Agents, a statement setting forth the amount of the fees and expenses (collectively, "Professional Fees") incurred during the preceding week (or since the Petition Date in the case of the first such statement) by such Case Professional (through Saturday of such week, the "Calculation Date"), along with a cumulative total and a statement of the amount of such fees and expenses which have been paid to date by the Debtors (each such statement, a "Weekly Statement"); *provided that* within one business day of the Carve Out Trigger Date, each Case Professional shall deliver an additional Weekly Statement setting forth the amount and a description of the fees and expenses incurred during the period commencing on the calendar day after the prior Calculation Date and

concluding on the Carve Out Trigger Date; *provided further* that if any Case Professional fails to deliver a Weekly Statement when due, such Case Professional's entitlement (if any) to any funds in the Carve Out Account shall be limited to the Budget for such Case Professional for such week. None of the DIP Credit Parties or the Prepetition Secured Parties shall be responsible for funding into the Carve Out Account any "success", "restructuring", "transaction" or similar fee payable to the Debtors' investment banker or financial advisor, and in no event shall any such amounts be paid out of the Carve Out or any funds in the Carve Out Account, as of the Calculation Date prior to the Carve Out Trigger Date. For the avoidance of doubt, the DIP Agents shall be entitled to maintain a reserve against the borrowing base, and the Debtors shall reflect in each borrowing base report delivered to the DIP Agents and Prepetition Agents by the Debtors, an amount equal to (i) the Wind Down Carve Out Amount, *plus* (ii) any additional amount to the extent of any insufficient funding of the Professional Fee Escrow Account (as defined below) as of the most recent Calculation Date, *plus* (iii) the amounts contemplated under paragraph (a)(iii) above, *plus* (iv) an amount equal to the amount of fees and expenses set forth in the Budget for the Case Professionals for the first two weeks following the Calculation Date.

(c) Professional Fee Escrow Account. Notwithstanding anything to the contrary contained in this Interim Order, until the Carve Out Trigger Date, the Debtors shall be permitted to borrow under the DIP ABL Facility or use Cash Collateral, as applicable, in accordance with this Interim Order, on a weekly basis to fund and maintain an amount equal to the greater of (a) the budgeted amount of unpaid Professional Fees through the prior week, and (b) the

amount of unpaid fees and expense incurred through the prior week for Case Professionals set forth in the Weekly Statements (provided, that if a Case Professional fails to timely submit a Weekly Statement for a given week, solely the budgeted amount of unpaid Professional Fees for such Case Professional for the prior week shall be funded) into a segregated non-interest bearing account and such funds held in escrow solely for the benefit of the Case Professionals (the "Professional Fee Escrow Account"). The Debtors shall be permitted to pay, or cause to be paid from the Professional Fee Escrow Account, as and when the same may become due and payable, the allowed professional fees of Case Professionals regardless of whether an Event of Default or the Termination Date has occurred. None of the provisions of this Interim Order or any DIP Documents shall prohibit or restrict the payment of the fees and expenses of any Case Professionals from any retainers held by such Case Professional. Any amounts remaining in the Professional Fee Escrow Account after the payment in full of (i) the allowed professional fees of Case Professionals for the period prior to the Carve Out Trigger Date pursuant to, other than any of the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer, and the Information Officer's counsel, final fee applications and orders, and (ii) the amounts secured by the CCAA Priority Charges, shall be returned to the Debtors, the amounts which shall be applied in accordance with paragraph 23 hereof. Notwithstanding anything to the contrary in this Interim Order, the fees and disbursements of the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer and the Information Officer's counsel shall, in accordance with the Canadian Supplemental Order (as defined in the DIP Credit Agreements), not be subject

to approval by the Bankruptcy Court.

(d) Payment of Allowed Professional Fees. Notwithstanding the foregoing, so long as no Carve Out Trigger Notice has been delivered, the Debtors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code or the Canadian Supplemental Order (as applicable), as the same may be due and payable and otherwise allowed and payable by order of the Court or the Canadian Court (as applicable), and the same shall not reduce the Wind Down Carve Out Amount. Subject to the CCAA Priority Charges, all such payments shall be made solely from the Professional Fee Escrow Account. No portion of the Carve Out may be used in contravention of the restrictions or the limitations on the use of the Carve Out set forth in this Interim Order.

(e) No Direct Obligation to Pay Professional Fees. Except for funding and/or permitting the funding of the Carve Out Account (as defined herein) and the Professional Fee Escrow Account in accordance with the terms hereof, the DIP Agents, the DIP Credit Parties and the Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals incurred in connection with the Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Credit Parties or the Prepetition Secured Parties, in any way to directly pay compensation to or to reimburse expenses of any Case Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) Funding of Carve Out Following Delivery of Carve Out Trigger Notice. Delivery of the Carve Out Trigger Notice by the DIP Agents or Prepetition Agents to the Debtors shall be deemed a draw request and notice of borrowing by the Debtors for DIP Revolving Loans under the DIP ABL Credit Agreement, or the use of Cash Collateral, in an amount equal to the Carve Out, but without duplication of any amounts that were previously funded into the Professional Fee Escrow Account. The funded amounts in respect of the Carve Out shall be deposited and held in a segregated non-interest bearing account (the "Carve Out Account"), such account being the Professional Fee Escrow Account.

(g) Payment of Carve Out After Carve Out Trigger Notice. Any payment or reimbursement made on or after the delivery of the Carve Out Trigger Notice in respect of any Allowed Professional Fees incurred after the Carve Out Trigger Date shall permanently reduce the Wind Down Carve Out Amount on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to and made a part of the DIP ABL Obligations, which obligations shall be secured by the DIP Collateral and otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code and applicable law.

41. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve Out. The DIP Facilities, the DIP Collateral, the Prepetition Collateral, the Cash Collateral and the Carve Out may not be used in connection with: (a) preventing, hindering, or delaying any of the DIP Agents, the DIP Credit Parties', or the Prepetition Secured Parties' enforcement or realization upon any of the DIP Collateral or Prepetition Collateral; (b) using or seeking to use Cash Collateral except as

provided for in this Interim Order and the DIP Documents; (c) except as permitted in the DIP Documents, selling or otherwise disposing of DIP Collateral without the consent of the DIP Agents; (d) except as permitted in the DIP Documents, using or seeking to use any insurance proceeds constituting DIP Collateral without the consent of the DIP Agents; (e) except as permitted in the DIP Documents, incurring Indebtedness (as defined in the DIP Credit Agreement) without the prior consent of the DIP Agents; (f) seeking to amend or modify any of the rights granted to the DIP Agents, DIP Credit Parties, or the Prepetition Secured Parties under this Interim Order, the DIP Documents, or the Prepetition Documents, including seeking to use Cash Collateral and/or DIP Collateral on a contested basis; (g) objecting to or challenging in any way the DIP Liens, the DIP Obligations, the Prepetition Liens, the Prepetition Secured Obligations, the DIP Collateral (including Cash Collateral) or, as the case may be, Prepetition Collateral, or any other claims or liens, held by or on behalf of any of the DIP Agents, the DIP Credit Parties, or the Prepetition Secured Parties, respectively; (h) asserting, commencing, or prosecuting any claims or causes of action whatsoever, including any actions under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions to recover or disgorge payments, against any of the DIP Agents, the DIP Credit Parties, the Prepetition Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees; (i) litigating, objecting to, challenging, or contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the DIP Obligations, the DIP Liens, the Prepetition Liens, the Prepetition Secured Obligations or any other rights or interests of any of the DIP Agents,

the DIP Credit Parties, or the Prepetition Secured Parties; or (j) seeking to subordinate, recharacterize, disallow or avoid the DIP Obligations or the Prepetition Secured Obligations; *provided, however*, that the Carve Out and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed, subject to the Final Order, $50,000 in the aggregate (the "Investigation Budget Amount", with the rights of the Committee (if appointed) to object to such amount in connection with final approval preserved), incurred solely by the Committee (if appointed), in investigating (but not prosecuting or challenging) the validity, enforceability, perfection, priority or extent of the Prepetition Liens and the Prepetition Secured Obligations, in accordance with paragraph 43 of this Interim Order.

42. Payment of Compensation. Nothing herein shall be construed as a consent to the allowance of any professional fees or expenses or shall affect the right of the DIP Agents, the DIP Credit Parties, or the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses. The Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code or the Canadian Supplemental Order (as applicable), as the same may be due and payable, solely from the Professional Fee Escrow Account.

43. Effect of Stipulations on Third Parties.

(a) *Generally*. The Debtors' Stipulations are and shall be binding on the Debtors. In addition, the Debtors' Stipulations shall be binding on any subsequent trustee,

examiner with expanded powers, any other estate representative, and all creditors and parties in interest and all of their successors in interest and assigns, including the Committee (if appointed), unless, and solely to the extent that, a party in interest with standing and requisite authority (other than the Debtors, as to which any Challenge (as defined below) is irrevocably waived and relinquished) (i) has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding required under the Bankruptcy Code and Bankruptcy Rules, including as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 43) challenging the Debtors' Stipulations (each such proceeding or appropriate pleading commencing a proceeding or other contested matter, a "Challenge") by no later than (a) 60 days from the date of formation of the Committee (if appointed), or (b) 75 days following the entry of this Interim Order in the case that no Committee is appointed (the "Challenge Deadline"), as such applicable date may be extended in writing from time to time in the sole discretion of the Prepetition Agents, or by this Court for good cause shown pursuant to an application filed by a party in interest prior to the expiration of the Challenge Deadline, and (ii) this Court enters judgment in favor of the plaintiff or movant in any such timely and properly commenced Challenge proceeding and any such judgment has become a final judgment that is not subject to any further review or appeal. The Roll-Up shall be subject to any and all potential Challenges that may apply to the applicable Prepetition Loans that were refinanced as part of the ABL Roll-Up or the Term Roll-Up, as applicable.

(b) *Binding Effect*. To the extent no Challenge is timely and properly

commenced by the Challenge Deadline, or to the extent such proceeding does not result in a final and non-appealable judgment or order of this Court that is inconsistent with the Debtors' Stipulations, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Debtors' Stipulations shall, pursuant to this Interim Order, become binding, conclusive, and final on any person, entity, or party in interest in the Cases, and their successors and assigns, and in any Successor Case for all purposes and shall not be subject to challenge or objection by any party in interest, including a trustee, examiner with expanded powers, or other representative of the Debtors' estates. Notwithstanding anything to the contrary herein, if any such proceeding is properly and timely commenced, the Debtors' Stipulations shall nonetheless remain binding on all other parties in interest and preclusive as provided in subparagraph (a) above except to the extent that any of such Debtors' Stipulations is expressly the subject of a timely and properly filed Challenge, which Challenge is successful as set forth in a final judgment as provided in subparagraph (a) above. To the extent any such Challenge proceeding is timely and properly commenced, the Prepetition Secured Parties shall be entitled to payment of the related costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred under the Prepetition Documents in defending themselves in any such proceeding as adequate protection, subject to the Carve Out. Upon a successful Challenge brought pursuant to this paragraph 43, the Court may fashion any appropriate remedy.

44. No Third Party Rights. Except as explicitly provided for herein, this Interim

Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

45. Section 506(c) Claims. Subject to entry of a Final Order, no costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Agents, the DIP Credit Parties, the Prepetition Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agents, the DIP Credit Parties or the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such agents or lenders.

46. No Marshaling/Applications of Proceeds. Subject to entry of a Final Order, the DIP Agents, the DIP Credit Parties, and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as the case may be, and proceeds shall be received and applied pursuant to this Interim Order and the DIP Documents notwithstanding any other agreement or provision to the contrary.

47. Section 552(b). Subject to entry of a Final Order, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, with respect to proceeds, product, offspring or profits

of any of the Prepetition Collateral.

48. Limits on Lender Liability. Subject to entry of a Final Order, nothing in this Interim Order, any of the DIP Documents, Prepetition Documents, or any other documents related thereto, if any, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Credit Parties or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Cases. The DIP Agents and the DIP Credit Parties shall not, solely by reason of having made loans under the DIP Facilities, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Credit Parties, or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

49. Insurance Proceeds and Policies. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agents (on behalf of the DIP Credit Parties) and the Prepetition Agents (on behalf of the Prepetition Secured Parties) shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on

each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral; *provided* that any liens or rights granted herein relating to the Debtors' insurance policies shall not supersede any rights held by a landlord under such policies to any such insurance proceeds for damage to landlord's property.

50. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Facilities and the DIP Documents.

51. No Superior Rights of Reclamation. Based on the findings and rulings herein regarding the integrated nature of the DIP Facilities and the Prepetition Facilities and the relation back of the DIP Liens to the Prepetition Liens, the right of a seller of goods to reclaim such goods under section 546(c) of the Bankruptcy Code is not a Permitted Prior Lien; rather, any such alleged claim arising or asserted as a right of reclamation (whether asserted under section 546(c) of the Bankruptcy Code or otherwise) shall have the same rights and priority with respect to the DIP Liens as such claims had with respect to the Prepetition Liens.

52. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the DIP Documents, the Prepetition Documents and the ICA, as applicable: (a) the DIP Agents, the DIP Credit Parties' and the Prepetition Secured Parties' right to seek any

other or supplemental relief in respect of the Debtors; (b) any of the rights of any of the DIP Agents, the DIP Credit Parties, and/or the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of any of the DIP Agents, the DIP Credit Parties, or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order. Entry of this Interim Order is without prejudice to any and all rights of any party in interest with respect to the terms and approval of the Final Order.

53. No Waiver by Failure to Seek Relief. The failure of the DIP Agents, the DIP Credit Parties, or Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Agents, the DIP Credit Parties, the Prepetition Secured Parties, the Committee (if appointed), or any party in interest.

54. Binding Effect of Interim Order. Immediately upon execution by this Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Agents, the DIP Credit Parties, the Prepetition Secured Parties, all other creditors of any of the Debtors, any Committee (or any other court appointed committee) appointed in the Cases, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case.

55. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations (other than contingent obligations with respect to then unasserted claims) have been indefeasibly paid in full in cash, and all letters of credit under the DIP Facilities shall have been cancelled, backed, or cash collateralized in accordance with the terms thereof (such payment being without prejudice to any terms or provisions contained in the DIP Facilities which survive such discharge by their terms), and all commitments to extend credit under the DIP Facilities have been terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (a) without the prior written consent of the DIP Agents (or the Prepetition Agents), (i) any modification, stay, vacatur or amendment to this Interim Order; or (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including any administrative expense of the kind specified in sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code) in any of the Cases or Successor Cases, equal or superior to the DIP

Superpriority Claims or Adequate Protection Superpriority Claims, other than the Carve Out; (b) without the prior written consent of the DIP Agents (or the Prepetition Agents) for any order allowing use of Cash Collateral (other than as permitted during the Remedies Notice Period) resulting from DIP Collateral or Prepetition Collateral; (c) without the prior written consent of the DIP Agents, any lien on any of the DIP Collateral with priority equal or superior to the DIP Liens, except as specifically provided in the DIP Documents (including the Carve Out); or (d) without the prior written consent of the Prepetition Agents, any lien on any of the DIP Collateral with priority equal or superior to the Prepetition Liens or Adequate Protection Liens (other than the DIP Liens and the Carve Out). The Debtors irrevocably waive any right to seek any amendment, modification or extension of this Interim Order without the prior written consent, as provided in the foregoing, of the DIP Agents (or the Prepetition Agents), and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agents or the Prepetition Agents.

56. DIP Obligations Paid in Full and Commitments Terminated. In connection with the (i) DIP ABL Obligations and/or DIP Term Obligations being Paid in Full (such payment being without prejudice to any terms or provisions contained in either DIP Facility which survive such discharge by their terms), and (ii) all commitments to extend credit under the DIP ABL Facility and/or DIP Term Facility being terminated, all obligations of the DIP ABL Credit Parties and/or DIP Term Credit Parties to pay or otherwise satisfy any obligations under this Interim Order (including, without limitation, with respect to the Carve Out) and/or the applicable DIP Documents shall be terminated.

57. Interim Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and of this Interim Order, the provisions of this Interim Order shall govern and control; *provided* that, solely with respect to the CCAA Priority Charges, the ABL DIP Charge, the Term DIP Charge, and the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders shall govern and control.

58. Canadian Recognition Proceedings. Notwithstanding anything to the contrary in this Interim Order, the Lien Priority Annex or the DIP Documents: (a) with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall be subject and subordinate to the CCAA Priority Charges, and neither the granting of the CCAA Priority Charges nor any payment secured thereby shall constitute a breach of this Interim Order or an Event of Default; (b) the DIP Liens and the Adequate Protection Liens on the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, and the guarantees and security granted by the Canadian Loan Parties under the DIP Documents shall be effective upon entry of this Interim Order; provided that the ABL DIP Charge and the Term DIP Charge shall become effective in Canada only upon the granting of the Canadian Interim DIP Recognition Order; (c) the fees and disbursements of the professionals retained by the Debtors in the Recognition Proceedings, the Information Officer and the Information Officer's counsel shall be paid in accordance with paragraph 40 of this Interim Order and the Canadian Supplemental Order (and to the extent of any conflict between paragraph 40 of

this Interim Order and the Canadian Recognition Orders, the Canadian Supplemental Order shall govern); (d) the exercise of any rights or remedies against the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, including following the expiration of the Remedies Notice Period, shall be subject to the Canadian Recognition Orders, and nothing in this Interim Order shall lift or modify any stay of proceedings granted by the Canadian Court in the Recognition Proceedings; and (e) nothing in this Interim Order shall limit the jurisdiction of the Canadian Court in the Recognition Proceedings.

59. Discharge. The DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such confirmed plan of reorganization, unless each of the DIP Agents, the DIP Credit Parties, and the Prepetition Agents, as applicable, has otherwise agreed in writing.

60. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Cases; (b) converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing any of the Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and

provisions of this Interim Order, including the claims, liens, security interests, and other protections granted to the DIP Agents, DIP Credit Parties, and Prepetition Secured Parties granted pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such orders described in (a)-(d), above, shall continue in the Cases, in any Successor Cases, or following dismissal of the Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until: (i) in respect of the DIP Facilities, all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been indefeasibly paid in full in cash (other than contingent obligations with respect to then unasserted claims) and all letters of credit under the DIP ABL Facility shall have been cancelled or cash collateralized in accordance with the terms thereof (such payment being without prejudice to any terms or provisions contained in the DIP Facilities which survive such discharge by their terms), and all commitments to extend credit under the DIP Facilities are terminated, and (ii) in respect of the Prepetition Facilities, all of the Prepetition Secured Obligations pursuant to the Prepetition Documents and this Interim Order, have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted) and the Challenge Deadline has passed without a Challenge being asserted. The terms and provisions concerning the indemnification of the DIP Agents and the DIP Credit Parties shall continue in the Cases, in any Successor Cases, following dismissal of the Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations.

61. Final Hearing. The Final Hearing to consider entry of the Final Order and

final approval of the DIP Facilities is scheduled for **December 15, 2026 at 1:00 p.m. (EST)** before the Honorable Stacey L. Meisel, United States Bankruptcy Judge at the United States Bankruptcy Court for the District of New Jersey. On or before two (2) Business Days after entry of this Interim Order, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with copies of this Interim Order and the DIP Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for the Committee (if appointed); (d) the Securities and Exchange Commission; and (e) the Internal Revenue Service. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than on **December 8, 2026 at 3:00 p.m. (EST)**, which objections shall be served so as to be received on or before such date by: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran

B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

62. *Nunc Pro Tunc* Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take

effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution thereof. Any applicable stay of the effectiveness of this Interim Order is hereby waived and shall not apply to this Interim Order.

63. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of any and all matters arising from or related to the DIP Facilities, and/or this Interim Order.

Exhibit A

Lien Priority Annex

The DIP ABL Liens, the DIP Term Liens, the ABL Adequate Protection Liens, the Term Adequate Protection Liens, the Prepetition ABL Liens and the Prepetition Term Liens shall in each case be subject to the Carve Out, and otherwise have the following priority on the DIP Collateral and the applicable Prepetition Collateral of the applicable Debtor entities obligated on the DIP ABL Obligations, the DIP Term Obligations, and the Prepetition Secured Obligations, as applicable, in each case subject to the terms of the ICA. The DIP Liens, Prepetition Liens, DIP Superpriority Claims, Adequate Protection Liens, and Adequate Protection Superpriority Claims shall, for the avoidance of doubt, be subject to the CCAA Priority Charges solely with respect to the Canadian Loan Parties and Collateral located in Canada.

Assets of the type constituting both DIP Collateral and DIP ABL Priority Collateral and Avoidance Proceeds with respect to such assets	**Assets of the type constituting both DIP Collateral and DIP Term Priority Collateral and Avoidance Proceeds with respect to such assets.**
1. Carve Out 2. Prepetition ABL Permitted Prior Liens 3. DIP ABL Liens 4. ABL Adequate Protection Liens 5. Prepetition ABL Liens 6. DIP Term Liens 7. Term Adequate Protection Liens 8. Prepetition Term Liens	1. Carve Out 2. Prepetition Term Permitted Prior Liens 3. DIP Term Liens 4. Term Adequate Protection Liens 5. Prepetition Term Liens 6. DIP ABL Liens 7. ABL Adequate Protection Liens 8. Prepetition ABL Liens

Priorities of Administrative Expense Claims

Carve Out
DIP Superpriority Claims
Adequate Protection Superpriority Claims

**The DIP Superpriority Claims granted to the (x) DIP ABL Credit Parties shall, at all times be in respect of the DIP ABL Priority Collateral and Avoidance Proceeds with respect to such assets, senior to the DIP Superpriority Claims granted to the DIP Term Credit Parties, (y) the DIP Term Credit Parties shall, at all times be in respect of the DIP Term Priority Collateral and Avoidance Proceeds with respect to such assets, senior to the DIP Superpriority Claims granted to the DIP

ABL Credit Parties, and (z) the DIP ABL Credit Parties and DIP Term Credit Parties shall be *pari passu* in right of payment as to the proceeds of any assets not described in the foregoing clauses (x) or (y).

Exhibit B

Initial Budget

[see attached]

Forecast Week	0	1	2	3	4	5	6	7	8	9	10
WE Date	Filing	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan
Actual / Forecast	Act	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst
I. Cash Flow & Liquidity											
Net Cash Flow											
1.) Total Operating Receipts		33,532	41,785	43,114	41,894	41,202	38,929	37,672	64,464	28,474	26,748
2.) Total Operating Disbursements		(5,434)	(7,568)	(22,507)	(14,887)	(16,556)	(8,818)	(17,165)	(13,532)	(14,148)	(4,665)
3.) **Total Operating Cash Flow**		**28,099**	**34,217**	**20,607**	**27,007**	**24,646**	**30,111**	**20,507**	**50,931**	**14,326**	**22,083**
4.) Total Non-Operating Disbursements		(7,113)	(5,507)	(6,618)	(9,030)	(8,539)	(4,498)	(6,148)	(7,788)	(6,018)	(3,328)
5.) **Total Net Cash Flow**		**20,986**	**28,710**	**13,989**	**17,977**	**16,107**	**25,612**	**14,359**	**43,143**	**8,308**	**18,756**
Liquidity											
6.) Availability		9,948	20,557	10,011	12,312	22,365	30,913	12,776	36,952	22,186	24,514
7.) + Cash		5,000	5,000	5,000	5,000	5,000	5,000	19,359	20,000	20,000	20,000
8.) **Total Liquidity**		**14,948**	**25,557**	**15,011**	**17,312**	**27,365**	**35,913**	**32,135**	**56,952**	**42,186**	**44,514**
Debt Balances											
9.) Pre-petition ABL Balance	110,581	62,204	20,418	-	-	-	-	-	-	-	-
10.) Pre-petition LC Balance	19,928	-	-	-	-	-	-	-	-	-	-
11.) DIP ABL Balance	-	33,470	46,546	52,975	34,998	18,891	-	-	-	-	-
12.) Total ABL Balance	130,509	95,674	66,964	52,975	34,998	18,891	-	-	-	-	-
13.) Pre-petition Term Loan Balance	100,000	84,000	84,000	84,000	84,000	-	-	-	-	-	-
14.) DIP Term Loan Balance	-	32,000	32,000	32,000	32,000	116,000	109,279	109,279	66,777	58,469	39,713
15.) Total Term Loan Balance	100,000	116,000	116,000	116,000	116,000	116,000	109,279	109,279	66,777	58,469	39,713
16.) **Total Debt Balance**	**230,509**	**211,674**	**182,964**	**168,975**	**150,998**	**134,891**	**109,279**	**109,279**	**66,777**	**58,469**	**39,713**

Exhibit C

Milestones

The Debtors shall achieve each of the following milestones, in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders), in form and substance reasonably acceptable to the DIP Agents and Prepetition Agents in all respects. Each order referred to below shall have been entered by the Bankruptcy Court, shall be in full force and effect, and shall not have been stayed, reversed, vacated or modified without the written reasonable consent of the DIP Agents and Prepetition Agents.

(a) DIP and Related Pleading Milestones.

(i) On the Petition Date (i.e., November 8, 2026), the Debtors shall have filed with the Bankruptcy Court:

(A) a motion seeking approval of the DIP Facilities on an interim and final basis;

(B) a motion seeking approval of the Cash Management Order on an interim and final basis; and

(C) a motion seeking authorization for retention of the CRO.

(ii) On or before November 10, 2026 (i.e., 2 days after the Petition Date), the Bankruptcy Court shall have entered:

(A) the Interim Order; and

(B) an interim Cash Management Order.

(iii) On or before November 20, 2026 (i.e., 12 days after the Petition Date), the Debtors shall have filed a motion requesting, and on or before December 18, 2026 (i.e., 40 days after the Petition Date), shall have obtained, an order of the Bankruptcy Court extending the lease assumption/rejection period such that such period shall be 210 days from the Petition Date.

(iv) On or before November 30, 2026 (i.e., 22 days after the Petition Date), the Bankruptcy Court shall have entered a final Cash Management Order.

(v) On or before December 15, 2026 (i.e., 37 days after the Petition Date), the Bankruptcy Court shall have entered:

(A) the Final Order; and

(B) an order approving the appointment and retention of the CRO.

(vii) On or before November 20, 2026 (i.e., 12 days after the Petition Date), a motion seeking approval to retain a real estate broker acceptable to the DIP Agents and

Prepetition Agents for the sale of all or substantially all of the Debtors' real estate property located at 1377 Airport Road, Fort Payne Alabama (the "Real Property Sale").

(vii) On or before November 20, 2026 (i.e., 12 days after the Petition Date), a motion seeking approval to retain a sales consultant acceptable to the DIP Agents and Prepetition Agents for the sale of all or substantially all of the Debtors' intellectual property (the "IP Sale"); *provided*, *however*, that this section (a)(vii) shall only be enforceable if the Debtors and the DIP Agents mutually agree as to the means to fund and budgetary implications regarding such retention, including the potential provision of budgetary relief or lifting of reserves.

(b) Sale Milestones.

(i) By November 9, 2026, the Debtors shall have filed with the Bankruptcy Court:

(A) a motion seeking approval of the Bid Procedures for the sale of all or substantially all assets (i.e., DIP Collateral) of the Debtors (each, a "Sale" and collectively, including with respect to any Real Property Sale, the "Sales"), including designation of a Stalking Horse Bidder in a Stalking Horse Purchase Agreement; and

(B) a motion seeking entry into the Specified Liquidation Agreement, and to conduct Specified Store Closing Sales thereunder.

(ii) On or before November 10, 2026 (i.e., 2 days after the Petition Date), the Bankruptcy Court shall have entered an interim order approving the Specified Liquidation Agreement, which shall authorize the continuation of the Specified Store Closing Sales.

(iii) On or before November 10, 2026 (i.e., 2 days after the Petition Date), the Bankruptcy Court shall have entered an order approving the Bid Procedures, which shall, among other things:

(A) contemplate the Sales;

(B) establish the following deadlines:

December 10, 2026 (i.e., 32 days after the Petition Date) for submission of binding bids;

December 14, 2026 (i.e., 36 days after the Petition Date) as an auction date, and

December 17, 2026 (i.e., 39 days after the Petition Date) as hearing date for approval of Sale(s);

(C) require that the proceeds of any Sale or Sales be in a minimum amount satisfactory to the DIP Agents and Prepetition Agents in their sole and absolute discretion and be applied in accordance with the waterfall provisions of the DIP Documents and Interim and Final Orders;

(D) provide for the solicitation of bids for the Sales, such that a back-up bid under such clause is selected at the conclusion of the auction.

(v) On or before December 15, 2026 (i.e., 37 days after the Petition Date), the Bankruptcy Court shall have entered an order approving, on a final basis, the Specified Liquidation Agreement and, if applicable, designation of the Stalking Horse Bidder.

(vi) On or before December 10, 2026 (i.e., 32 days after the Petition Date), the Debtors shall provide the DIP Agents and Prepetition Agents with copies of all bids received by the Debtors or their advisors in connection with a Sale(s).

(vii) On or before December 14, 2026 (i.e., 36 days after the Petition Date), the Debtors shall complete the auction and, subject to the consent of the DIP Agents and Prepetition Agents, declare a winning bidder(s) and a back-up bidder(s) for the Sale(s). The terms of each winning bid and back-up bid shall be acceptable to the DIP Agents.

(viii) On or before December 17, 2026 (i.e., 39 days after the Petition Date), (A) the Bankruptcy Court shall have entered one or more orders approving (1) the Sale to the winning bidder(s) and (2) to the extent not previously approved, the Specified Store Closing Sales, in each case in a manner satisfactory to the DIP Agents and Prepetition Agents, and (B) the Debtors shall have executed a Purchase Agreement and all other relevant definitive documentation in connection therewith.

(ix) On or before December 31, 2026 (i.e., 53 days after the Petition Date), a Sale(s), if any, will be consummated pursuant to a Purchase Agreement and an applicable order of the Bankruptcy Court.

(x) Within two (2) Business Days after the earlier, as applicable, of (A) entry of an order that does not approve a Sale and/or (B) or termination of a Purchase Agreement, a back-up Sale, if any, shall be consummated.

(c) Canadian Recognition Milestones. The Loan Parties shall, and shall cause each of their respective Subsidiaries to:

(i) commence the Recognition Proceedings in accordance with applicable Laws and with proper notice through an application in form and substance satisfactory to the DIP Agents and Prepetition Agents for the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order within two (2) Business Days following entry of the Interim Order;

(ii) obtain the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order, in each case in form and substance satisfactory to the DIP Agents and Prepetition Agents, within five (5) Business Days following the entry of the Interim Order (the "Canadian Interim Order Date");

(iii) serve and file, in accordance with applicable Laws and with proper notice, a motion in the Recognition Proceedings in form and substance satisfactory to the DIP Agents and Prepetition Agents for the Canadian Final DIP Recognition Order, within two (2) Business Days following the entry of the Final Order; and

(iv) obtain, subject to the Canadian Court's availability, the Canadian Final DIP Recognition Order, in form and substance satisfactory to the DIP Agents and Prepetition Agents, within seven (7) Business Days following the entry of the Final Order (the "Canadian Final Order Date").

Exhibit D

Released Reserves

Section (i)

Day 1:

- Freight & Duty Reserve (25% Eligible In Transit): $3,894,985
- Landlord Lien State Rent Reserve (2 months) - WA, PA, VA: $ $1,319,780
- One Month's Rent Reserve $1,516,000
- Texas Sales Tax $1,155,000
- Texas Personal Property Reserve $231,000
- Amex Contra (102.5% Gross Up) $72,309
- Contra Accounts (102.5% Gross Up) $47,701
- Restructuring Reserve $22,500,000 -> ABL portion goes to zero, but Term Loan portion increases to $37.5M, which reflects a net $7.5M reduction in the reserve

Anticipated Released Reserves

Section (ii)

Forecasted:

- Off-Site Storage (removal following the week ending 1/2/27)
- E Comm / Retail Store Returns Reserve (removal following the week ending 12/12/26, so long as, at such time, the Loan Parties have ceased accepting returns of Inventory)
- IP Reserve (removal following the week ending 12/19/26, so long as the Auction shall have occurred by such date in accordance with the DIP Credit Agreements)
- Restructuring Reserve (reduced to $30,000,000 following week ending 11/28; full removal following week ending 12/5/26)

SCHEDULE “P”

SCHEDULE "P"
JIN Guidelines

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

INTRODUCTION

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

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

C. In particular, these Guidelines aim to promote:

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

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

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

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

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

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

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

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

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

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

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

ADOPTION & INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

COMMUNICATION BETWEEN COURTS

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

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

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

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

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

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

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

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

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

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

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

APPEARANCE IN COURT

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

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

CONSEQUENTIAL PROVISIONS

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

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

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

ANNEX A (JOINT HEARINGS)

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

ANNEX A: JOINT HEARINGS

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

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

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

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

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

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

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

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

SCHEDULE "Q"

CANADIAN SALE GUIDELINES

The following procedures (the "**Canadian Sale Guidelines**") shall apply to the sales (the "**Sales**") of any merchandise, inventory, furniture, fixtures and equipment at The Children's Place (Canada), LP retail store locations in Canada set forth in Exhibit A to the Consulting Agreement (as defined below), as such Exhibit may be amended from time to time in accordance with the Consulting Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Canadian Sale Guidelines have the respective meanings ascribed to them in the Debtors' motion for entry of the U.S. Store Closing Order (as defined herein).

1. Except as otherwise expressly set out herein, and subject to (i) any Interim Order and Final Order of the Bankruptcy Court made in cases commenced by the Debtors under the Bankruptcy Code authorizing, among other things, the Debtors to assume that certain Consulting Agreement dated as of November 3, 2026 (as amended from time to time, the "**Consulting Agreement**"), by and among The Children's Place, Inc. and certain of its subsidiaries, and The Children's Place (Canada), LP (collectively, and as applicable, the "**Merchant**") and Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "**Consultant**") and the transactions contemplated thereunder, to the extent each is recognized and given full force and effect in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**", and any such recognition proceedings under the CCAA, the "**Recognition Proceedings**"), (ii) any further Order of the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, or (iii) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

2. The Sales shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the effective time on which such Lease is rejected in accordance with any Assumption and Rejection Procedures Order of the Bankruptcy Court recognized by the Canadian Court (the "**Assumption and Rejection Procedures Order**") or otherwise terminated. The Sales at the Stores shall end on the applicable premises vacate date for each Store pursuant to the Consulting Agreement, which shall be no later than February 28, 2027, (such date, or such other date as agreed upon with any landlord or determined in accordance with any U.S. Store Closing Order or any Order of the Canadian Court in the Recognition Proceedings on notice to the applicable landlord, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant as required pursuant to chapter 11 of the Bankruptcy Code or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Canadian Court in the Recognition Proceedings.

4. All display and hanging signs used by the Consultant in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner.

Notwithstanding anything to the contrary contained in the Leases, the advertising and signage (including interior and exterior signage, banners and sign walkers), may advertise the Sale as "store closing", "everything must go", "inventory blowout" or similarly themed sales (no signs using the word "bankruptcy" or similar worded signs may be used) and such signs relating to the Sale (including through any e-commerce channel) shall not be used without Merchant's prior approval. Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or any information officer appointed in the Recognition Proceedings (the "**Information Officer**") or their respective counsel, or the Consultant or its counsel shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Canadian Sale Guidelines and where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "**you pay**" or "**topper**" signs may be used). If a Landlord is concerned with "**Store Closing**" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall (subject to Merchant's approval in advance); provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Canadian Court, which may be sought on an expedited basis on notice to the service list in the Recognition Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. Subject to Merchant's express prior written consent with respect to each applicable Store, the Consultant shall be entitled to include additional merchandise in the Sales; provided that each of the following is satisfied: (i) the additional merchandise is owned by the Debtors, is currently in the possession of, or in the control of, the Debtors (including in any distribution centre used by the Debtors), or is ordered by or on behalf of the Debtors from an existing supplier, including merchandise currently in transit to the Debtors (including to any distribution centre used by the Debtors) or a Store; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.

6. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by Merchant and by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted by Merchant or permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks or sign walkers shall be used on Landlord

property or mall ring roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.

7. As used in these Canadian Sale Guidelines, the "**FF&E Removal Period**" shall mean the period between (i) the end of the Sales in the applicable Store, and (ii) the effective time of the rejection of the applicable Lease pursuant to the Assumption and Rejection Procedures Order; provided that the expiry of the FF&E Removal Period shall be no later than the Sale Termination Date. At the conclusion of the Sales and FF&E Removal Period, if any, in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the U.S. Store Closing Order or any Orders of the Canadian Court in the Recognition Proceedings. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the conclusion of the Sales and the applicable FF&E Removal Period, if any, in respect of which the applicable Lease has been rejected by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.

8. Subject to the terms of paragraph 7 above, the Consultant may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any (collectively, the "**FF&E**"). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of a Store's mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. The Merchant and the Consultant may advertise the sale of FF&E consistent with these Canadian Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sales and the FF&E Removal Period, if any, shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the U.S. Store Closing Order and the Orders of the Canadian Court in the Recognition Proceedings. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E of Merchant by the Consultant or by third party purchasers of FF&E from the Consultant.

9. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Canadian Sale Guidelines, shall not constitute an alteration to a Store.

10. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and

with any other Landlord that so requests, a walk-through with the Consultant to identify FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, in consultation with the Information Officer, if any, or by further Order of the Canadian Court upon motion by the Merchant on at least two days' notice to such Landlord and the Information Officer, if any. If the Merchant has rejected the Lease governing such Store in accordance with the Assumption and Rejection Procedures Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the Assumption and Rejection Procedures Order), and the rejection of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to FF&E in dispute.

11. If a notice of rejection is delivered pursuant to the Assumption and Rejection Procedures Order to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the rejection, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Information Officer, if any, and the Consultant at least twenty-four hours' prior written notice; and (ii) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

12. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

13. The Merchant and the Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.

14. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact person for the Consultant shall be Steve Smith, Attn.: Steve Smith (ssmith@gagroup.com). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "**status hearing**" before the Canadian Court on no less than two days' written notice to the other party or parties and the Information Officer, if any, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Canadian Court; provided, however, subject to paragraph 4 of these Canadian Sale Guidelines, if a banner has been hung in accordance with these Canadian Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.

15. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.

These Canadian Sale Guidelines may be amended on a Store-by-Store basis by written agreement among the Consultant, the Merchant and the applicable Landlord, in consultation with the Information Officer, if any; *provided*, *however*, that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Bankruptcy Court or Canadian Court approving such amended Canadian Sale Guidelines.

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

Court File No: CL-26-00000478-0000

AND IN THE MATTER OF THE CHILDREN'S PLACE, INC., THE CHILDREN'S PLACE SERVICES COMPANY, LLC, THE CHILDREN'S PLACE INTERNATIONAL, LLC, THE CHILDREN'S PLACE CANADA HOLDINGS, INC., THECHILDRENSPLACE.COM, INC., TCP IH II, LLC, TCP REAL ESTATE HOLDINGS, LLC, TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, TCP BRANDS, LLC, AMASKIT, LLC, THE CHILDREN'S PLACE (BARBADOS) INC., TCP INVESTMENT CANADA I CORP., TCP INVESTMENT CANADA II CORP. AND THE CHILDREN'S PLACE (CANADA), LP

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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