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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF 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

AFFIDAVIT OF BRYNNE DALMAO
(Sworn November 11, 2026)

I, Brynne Dalmao, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am an associate at the law firm of Bennett Jones LLP ("**Bennett Jones**"), counsel for the Applicant, The Children's Place, Inc. ("**TCP, Inc.**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the proceedings (the "**Foreign Proceeding**" or the "**Chapter 11 Cases**") commenced on November 8, 2026 (the "**Petition Date**"), 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 "**Bankruptcy Code**"). As such, I have personal knowledge of the matters to which I hereinafter depose in this affidavit.

Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.

2. This affidavit is filed in support of the Foreign Representative's application for the proposed Initial Recognition Order and Supplemental Order pursuant to the CCAA and should be read in conjunction with the affidavit of Rudolph Morando sworn November 9, 2026, in the above-noted proceeding (the "**Morando Affidavit**"). Capitalized terms used and not otherwise defined herein have the respective meanings ascribed to them in the Morando Affidavit.

3. On the Petition Date, TCP, Inc. and certain of its affiliates (collectively, the "**Chapter 11 Debtors**"), including TCP Investment Canada I Corp., TCP Investment Canada II Corp. and The Children's Place (Canada), LP, commenced the Chapter 11 Cases under chapter 11 of the Bankruptcy Code by filing voluntary petitions in the Bankruptcy Court (the **"Petitions**"). Certified copies of the Petitions are attached hereto as **Exhibit "A"**.

4. On and shortly following the Petition Date, the Chapter 11 Debtors filed several motions (the "**First Day Motions**") with the Bankruptcy Court seeking certain interim and final orders (the "**First Day Orders**"). Copies of the First Day Motions in respect of which the Foreign Representative anticipates seeking recognition and enforcement of the corresponding First Day Orders in Canada pursuant to section 49 of the CCAA are as follows:

(a) the *Debtors' Motion for Entry of an Order (I) Authorizing The Children's Place, Inc. to act as Foreign Representative and (II) Granting Related Relief*, a copy of which is attached hereto as **Exhibit "B"**;

(b) 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, a copy of which is attached hereto as **Exhibit "C"**;

(c) 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*, a copy of which is attached hereto as **Exhibit "D"**;

(d) 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*, a copy of which is attached hereto as **Exhibit "E"**;

(e) 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*, a copy of which is attached hereto as **Exhibit "F"**;

(f) 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*, a copy of which is attached hereto as **Exhibit "G"**;

(g) the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief*, a copy of which is attached hereto as **Exhibit "H"**;

(h) 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*, a copy of which is attached hereto as **Exhibit "I"**;

(i) 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*, a copy of which is attached hereto as **Exhibit "J"**;

(j) 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*, a copy of which is attached hereto as **Exhibit "K"**;

(k) the *Debtors' Motion for Entry of Interim and Final Orders (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*, a copy of which is attached hereto as **Exhibit "L"**;

(l) 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*, a copy of which is attached hereto as **Exhibit "M"**;

(m) 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*, a copy of which is attached hereto as **Exhibit "N"**;

(n) 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 Motion**"), a copy of which is attached hereto as **Exhibit "O"**; and

(o) the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "**Interim DIP Motion**"), a copy of which is attached hereto as **Exhibit "P"**.

5. A copy of the Declaration of Rudolph Morando made in support of the First Day Motions is attached hereto as **Exhibit "Q"**.

6. A copy of the Declaration of Lorie Beers made in support of the Bidding Procedures Motion is attached hereto as **Exhibit "R"**.

7. A copy of the Declaration of Lorie Beers made in support of the Interim DIP Motion is attached hereto as **Exhibit "S"**.

8. This affidavit is made in support of the Foreign Representative's application for the proposed Initial Recognition Order and Supplemental Order, and for no other or improper purpose.

SWORN REMOTELY by Brynne Dalmao stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Oakville, in the Province of Ontario, on November 11th, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Joshua Foster
JOSHUA FOSTER
Commissioner for Taking Affidavits
(or as may be)

Brynne Dalmao
BRYNNE DALMAO

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

☐ Check if this is an amended filing

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** THE CHILDREN'S PLACE, INC.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 31-1241495

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor THE CHILDREN'S PLACE, INC. Case number (if known) _____
Name

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ■ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor THE CHILDREN'S PLACE, INC. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
■ Yes. Debtor See Rider 1 Relationship Affiliates
District New Jersey When 11/08/2026 MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor THE CHILDREN'S PLACE, INC. Case number (if known)
Name

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✗ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@slarryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., et al. Case number (if known)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Official Form 201A (12/15)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
THE CHILDREN'S PLACE, INC., *et al.*,	Case No. 26-_____-___
Debtors.	(Joint Administration Requested)

Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11

1. If any of the Debtors' securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 0-23071.

2. The following financial data is the latest available information and refers to the Debtors' condition on August 1, 2026.

a. Total assets					$742,307,000
b. Total debts (including debts listed in 2.c., below)					$881,279,000
c. Debt securities by more than 500 holders					
					Approximate number of holders:
secured	unsecured	subordinated	$		
secured	unsecured	subordinated	$		
secured	unsecured	subordinated	$		
secured	unsecured	subordinated	$		
secured	unsecured	subordinated	$		
d. Number of shares of preferred stock					0
e. Number of shares of common stock					22,237,067

Comments, if any: The information above is in accordance with the Debtors' unaudited financial statements as of August 1, 2026, as set forth in the Debtors' Form 10-Q filed on September 14, 2026.

3. Brief description of the Debtors' business: Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer

acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of the Debtors: According to the Debtors' most recently amended Schedule 13D, as of August 14, 2026, Mithaq Capital SPC, Mithaq Global, Mithaq Capital, Turki Saleh A. AlRajhi, Muhammad Asif Seemab, and Snowball Compounding Ltd.[1] each report beneficial ownership representing more than 5% of the voting securities of the Debtor.

[1] Mithaq Capital SPC, Mithaq Global, Mithaq Capital, Turki Saleh A. AlRajhi, Muhammad Asif Seemab, and Snowball Compounding Ltd. jointly filed the amended Schedule 13D as a group of reporting persons. Mithaq Capital SPC, Mithaq Global, Mithaq Capital, and Turki Saleh A. AlRajhi each reported beneficial ownership of an aggregate of 13,593,236 shares of common stock, including beneficial ownership of 1,722 shares held directly by Snowball and shared dispositive power of 500,000 shares owned by Muhammad Asif Seemab.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name THE CHILDREN'S PLACE, INC.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*if known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. **Debtor's name** The Children's Place Services Company, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 2 0 - 0 8 5 0 9 6 5

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor The Children's Place Services Company, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor The Children's Place Services Company, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

■ Yes. Debtor See Rider 1 Relationship Affiliates

District New Jersey When 11/08/2026 (MM / DD / YYYY)

Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____ (Number Street)

_____

_____ _____ _____ (City State ZIP Code)

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor The Children's Place Services Company, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026 (MM / DD / YYYY)

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026 (MM / DD / YYYY)

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack | NJ | 07601
City | State | ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 | NJ
Bar number | State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seelhawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasly Limited Unil C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachlree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number *(if known)*
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name The Children's Place Services Company, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** THE CHILDREN'S PLACE INTERNATIONAL, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 03-0376042

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor THE CHILDREN'S PLACE INTERNATIONAL, LLC
Name

Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor THE CHILDREN'S PLACE INTERNATIONAL, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

  Why does the property need immediate attention? (*Check all that apply.*)

  - ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
    What is the hazard? _____
  - ☐ It needs to be physically secured or protected from the weather.
  - ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
  - ☐ Other _____

  Where is the property? _____ (Number Street)
  _____
  _____ _____ _____ (City State ZIP Code)

  Is the property insured?

  - ☐ No
  - ☐ Yes. Insurance agency _____
    Contact name _____
    Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor THE CHILDREN'S PLACE INTERNATIONAL, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026 (MM / DD / YYYY)

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026 (MM / DD / YYYY)

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack | NJ | 07601
City | State | ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 | NJ
Bar number | State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uplop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasly Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

3 The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

4 TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

5 TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

6 TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

7 TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name THE CHILDREN'S PLACE INTERNATIONAL, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** The Children's Place Canada Holdings, Inc.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 03-0430893

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor The Children's Place Canada Holdings, Inc. Case number (if known) _____
Name

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor The Children's Place Canada Holdings, Inc. (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

  Why does the property need immediate attention? (*Check all that apply.*)

  - ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
    What is the hazard? _____
  - ☐ It needs to be physically secured or protected from the weather.
  - ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
  - ☐ Other _____

  Where is the property? _____ (Number Street)

  _____ (City) _____ _____ (State ZIP Code)

  Is the property insured?

  - ☐ No
  - ☐ Yes. Insurance agency _____
    Contact name _____
    Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor The Children's Place Canada Holdings, Inc. Case number (if known)

Name

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number *(if known)*
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 Easl Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5Ih Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li

Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name The Children's Place Canada Holdings, Inc.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

☐ Check if this is an amended filing

_____ Deputy

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. **Debtor's name** thechildrensplace.com, inc.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 06-1548651

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor thechildrensplace.com, inc. Name

Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor thechildrensplace.com, inc. (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No

☒ Yes. Debtor See Rider 1 Relationship Affiliates

District New Jersey When 11/08/2026 (MM / DD / YYYY)

Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____ (Number Street)

_____

_____ _____ _____ (City State ZIP Code)

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	☒ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor thechildrensplace.com, inc. Name

Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name thechildrensplace.com, inc.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** TCP IH II, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 45-4278278

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP IH II, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP IH II, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

- ☐ 1-49
- ☐ 50-99
- ☐ 100-199
- ☐ 200-999
- ☐ 1,000-5,000
- ☐ 5,001-10,000
- ■ 10,001-25,000
- ☐ 25,001-50,000
- ☐ 50,001-100,000
- ☐ More than 100,000

Debtor TCP IH II, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026 (MM / DD / YYYY)

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026 (MM / DD / YYYY)

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number *(if known)*
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP IH II, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** TCP Real Estate Holdings, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 46-1318804

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP Real Estate Holdings, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check all that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP Real Estate Holdings, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ ____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor TCP Real Estate Holdings, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026 (MM / DD / YYYY)

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026 (MM / DD / YYYY)

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack | NJ | 07601
City | State | ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 | NJ
Bar number | State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: District of New Jersey (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number *(if known)*
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li

Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP Real Estate Holdings, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** TCP International Product Holdings, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 46-1311380

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP International Product Holdings, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP International Product Holdings, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor TCP International Product Holdings, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion
16. Estimated liabilities (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter **11**

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and govemment contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP International Product Holdings, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets--Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. **Debtor's name** THE CHILDREN'S PLACE (CANADA), LP

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 98-1142109

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

2425 Matheson Boulevard East
Number Street

8th Floor

Mississauga, Ontario L4W 5K4
City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor THE CHILDREN'S PLACE (CANADA), LP
Name

Case number (if known) _____

6. Type of debtor

- ☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ■ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor THE CHILDREN'S PLACE (CANADA), LP
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
■ Yes. Debtor See Rider 1 Relationship Affiliates
District New Jersey When 11/08/2026
MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor THE CHILDREN'S PLACE (CANADA), LP
Name

Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Part 3: Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter **11**

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name THE CHILDREN'S PLACE (CANADA), LP

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** TCP INVESTMENT CANADA I CORP.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 98-0376621

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

600-1741 Lower Water Street
Number Street

Halifax, Nova Scotia B3J 0J2
City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP INVESTMENT CANADA I CORP. Case number (if known) _____
Name

6. Type of debtor

- ☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ■ Other. Specify: Unlimited Company

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP INVESTMENT CANADA I CORP. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
■ Yes. Debtor See Rider 1 Relationship Affiliates
District New Jersey When 11/08/2026
MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor TCP INVESTMENT CANADA I CORP. Case number (if known)

Name

15. Estimated assets (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion
16. Estimated liabilities (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✗ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter **11**

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJ AYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP INVESTMENT CANADA I CORP.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

☐ Check if this is an amended filing

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

_____ Deputy

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. **Debtor's name** TCP INVESTMENT CANADA II CORP.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 98-0376622

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

600-1741 Lower Water Street
Number Street

Halifax, Nova Scotia B3J 0J2
City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP INVESTMENT CANADA II CORP. Case number (if known) _____
Name

6. Type of debtor

- ☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ■ Other. Specify: Unlimited Company

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .
4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP INVESTMENT CANADA II CORP. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 MM / DD / YYYY
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor TCP INVESTMENT CANADA II CORP. Case number (if known)

Name

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP INVESTMENT CANADA II CORP.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.
Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** TCP Brands, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 83-3746541

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor TCP Brands, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply:*
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____

  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor TCP Brands, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor TCP Brands, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

16. Estimated liabilities (on a consolidated basis)

- ☐ $0-$50,000
- ☐ $50,001-$100,000
- ☐ $100,001-$500,000
- ☐ $500,001-$1 million
- ☐ $1,000,001-$10 million
- ☐ $10,000,001-$50 million
- ☐ $50,000,001-$100 million
- ☐ $100,000,001-$500 million
- ■ $500,000,001-$1 billion
- ☐ $1,000,000,001-$10 billion
- ☐ $10,000,000,001-$50 billion
- ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026 (MM / DD / YYYY)

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026 (MM / DD / YYYY)

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack | NJ | 07601
City | State | ZIP Code

(201) 489-3000
Contact phone

msirota@coleschotz.com
Email address

014321986 | NJ
Bar number | State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name TCP Brands, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey (State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** AMASKIT, LLC

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 38-4389571

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor AMASKIT, LLC (Name) Case number (if known) _____

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor AMASKIT, LLC (Name) Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

- ☐ No
- ■ Yes. Debtor See Rider 1 Relationship Affiliates
  District New Jersey When 11/08/2026 (MM / DD / YYYY)
  Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

- ■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ■ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
  What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
  Contact name _____
  Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ■ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor AMASKIT, LLC (Name) Case number (if known)

15. Estimated assets (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion
16. Estimated liabilities (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
Contact phone Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter **11**

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name AMASKIT, LLC

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

Fill in this information to identify the case:

United States Bankruptcy Court for the:

_____ District of New Jersey
(State)

Case number (*If known*): _____ Chapter 11

I hereby certify that the foregoing is a TRUE COPY of the original on file in the office of the Clerk of the United States Bankruptcy Court.

Deputy

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1. **Debtor's name** The Children's Place (Barbados) Inc.

2. **All other names debtor used in the last 8 years**
   Include any assumed names, trade names, and *doing business as* names

3. **Debtor's federal Employer Identification Number** (EIN) 98-0413484

4. **Debtor's address**

Principal place of business

500 Plaza Drive
Number Street

Secaucus NJ 07094
City State ZIP Code

Hudson County
County

Mailing address, if different from principal place of business

Number Street

P.O. Box

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

various retail locations in Puerto Rico

City State ZIP Code

5. **Debtor's website** (URL) www.childrensplace.com

Debtor The Children's Place (Barbados) Inc. Case number (if known) _____
Name

6. Type of debtor

- ■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- ☐ Partnership (excluding LLP)
- ☐ Other. Specify: _____

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply:*

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes .

4 5 8 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No
- ☐ Yes. District _____ When _____ (MM / DD / YYYY) Case number _____
  District _____ When _____ (MM / DD / YYYY) Case number _____

Debtor The Children's Place (Barbados) Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

☐ No
■ Yes. Debtor See Rider 1 Relationship Affiliates
District New Jersey When 11/08/2026
MM / DD / YYYY
Case number, if known _____

11. Why is the case filed in *this district*?

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____
City State ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5,001-10,000	☐ 50,001-100,000
☐ 100-199	■ 10,001-25,000	☐ More than 100,000
☐ 200-999		

Debtor The Children's Place (Barbados) Inc. Case number (if known)

Name

15. Estimated assets (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion
16. Estimated liabilities (on a consolidated basis)	☐ $0-$50,000 ☐ $50,001-$100,000 ☐ $100,001-$500,000 ☐ $500,001-$1 million	☐ $1,000,001-$10 million ☐ $10,000,001-$50 million ☐ $50,000,001-$100 million ☐ $100,000,001-$500 million	■ $500,000,001-$1 billion ☐ $1,000,000,001-$10 billion ☐ $10,000,000,001-$50 billion ☐ More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/ 08/ 2026
MM / DD / YYYY

✘ /s/ Rudolph Morando
Signature of authorized representative of debtor

Rudolph Morando
Printed name

Title Co-Chief Restructuring Officer

18. Signature of attorney

✘ /s/ Michael D. Sirota
Signature of attorney for debtor

Date 11 / 08/ 2026
MM / DD / YYYY

Michael D. Sirota
Printed name

Cole Schotz P.C.
Firm name

Court Plaza North, 25 Main Street
Number Street

Hackensack NJ 07601
City State ZIP Code

(201) 489-3000 msirota@coleschotz.com
Contact phone Email address

014321986 NJ
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the: **District of New Jersey** (State)	
Case number *(if known)*: _____	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the District of New Jersey for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of THE CHILDREN'S PLACE, INC.

- 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
- THE CHILDREN'S PLACE (CANADA), LP
- TCP INVESTMENT CANADA I CORP.
- TCP INVESTMENT CANADA II CORP.
- TCP Brands, LLC
- AMASKIT, LLC
- The Children's Place (Barbados) Inc.

Fill in this information to identify the case:

Debtor name THE CHILDREN'S PLACE, INC., *et al.*

United States Bankruptcy Court for the: _____ District of New Jersey

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider,* as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	HANSAE CO LTD YEOUIDO-DONG 5/F, SEOUL, 007-238, KR	Kim Chul 82266767284 hstcplog@hansae.com	Trade				$15,376,452.88
2	J.D United Trading Corporation Ltd. UNIT 1307 13/F PROSPERITY, kowloon, 999077, HK	Simon Huang 86 0519 68972827 celiahuang@jdunited.com	Trade				$6,727,633.17
3	TNG INVESTMENT AND TRADING JOINT 434/1 Bac Kan Street, Hoang Van Thu Ward, Thai Nguyen City, THAI NGUYEN, 25000, VN	Mrs Lieu 84 02803 854462 tcptngpaymentteam@tng.vn	Trade				$6,206,642.30
4	U-Knits, Inc. R#1506 Mario Tower 28, Digital-Ro 30-Gil, Seoul, 152-741, KR	Myoung Ha 82 220592400 UKTSS@U-KNIT.COM	Trade				$5,519,699.18
5	Fast Sky Holdings Limited Flat/RM C 20/F, Nathan Commercial BLDG, Hong Kong, 999999, CN	zhang Guangyao 057185241676 tony@starryrich.com	Trade				$4,449,314.29
6	ATRACO INDUSTRIAL ENTERPRISES PO BOX 16798, DUBAI, 99999, AE	SARAJ KAPASI 971-48812686 santosh_kurup@atraco.ae	Trade				$4,405,581.00
7	NEW WORLD ENTERPRISE CO., LTD. NO. 118-2 SEC. 3 ZHONGSHAN RD., Zhonghe Dist. New Taipei City 235, NEW TAIPEI CITY, 235, TW	PAUL HSU 86-2222-8888 ototcpfnteam@otogarment.com	Trade				$3,985,065.26
8	TA Trading Co., Ltd 11 Cheonho-Daero 87-GIL, Dongdaemun-Gu Seoul Korea, Seoul, 005-003, KR	Alice Kim 82-2-6910-7701 u1284@hanmail.net	Trade				$3,478,427.13

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Addis Ventures (PVT) LTD A-6, Seethawaka, Export Processing, Zone, Avissawella, 10700, LK	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 KCHANDRAKUMAR@JAYJAYMILLS.IN	Trade				$3,286,636.74
10	Masood Textile Mills Ltd Universal House, 17/1 New Civil Lines, Faisalabad, 38000, PK	Qundeel Zafar 92418787931-4 farooqahmad@beaconimpex.com	Trade				$3,177,041.25
11	Jay Jay Mills (Bangladesh) Private Plot Nos 2-4 & 9-11 sector 7/A, Cepz South Halishahar, Chattogram, 4223, BD	Mithileash M 8801755511371 kchandrakumar@jayjaymills.in	Trade				$3,047,252.58
12	Technical Traffic Consultants 30 Hemlock Drive, Congers, NY, 10920, US	KATTIA OLECKI 845-770-3538 RosealineR@technicaltraffic.com	Trade				$2,751,307.04
13	SKYBLUE MANUFACTURING CO., LTD Room 1006, 10/F Penninsula Square, 18 Sung On Street, Hung Hom,, Kowloon, N/A, HK	Stanley Chu (0852)23808328 kkchu_stan@skyblueteam.net	Trade				$2,628,690.99
14	SINGTEX PTE LTD 60 ALBERT STREET#12-11 OG ALBERT CO, SINGAPORE, 189969, SG	QUEENIE HUA 86-51082797801 YUCHUN@SINGAPORETEX.COM.SG	Trade				$2,536,936.88
15	Fujian Uptop Trading Co Ltd 17-18F Zhongfu Plaza, Fuzhou, 350001, CN	Mr. Kelvin 86-595-2802-0222 sharon@uptop.cn	Trade				$2,345,627.94
16	The Willbes & Co., Ltd. 76 MANNAM-RO, Cheonan-si, 330-943, KR	ALEXANDER JEONG 82415295700 parkch@willbes.com	Trade				$2,205,851.61
17	ServiceChannel.com Inc 30 Patewood Drive, Building 2, Suite 350, Greenville, SC, 29615, US	Kathy West 516-240-6818 kwest@servicechannel.com	Trade				$2,079,862.10
18	ZO CO.,LTD 4F NO 7 CHUNCHAO ROAD, CHANG'AN TOWN, HAINING CITY, 314423, CN	SOUNDY ZHANG 008657387979790 zo-footwear@vip.163.com	Trade				$2,004,915.30
19	Bloom Dynasty Limited Unit C 20/F Nathan Commercial Build, 430-436 Nathan Road, Hong Kong, 999999, CN	Tony Zhang 0571-85241691 tony@starryrich.com	Trade				$1,964,044.17
20	Converge Technology Solutions US, LLC 130 Technology Parkway, Peachtree Corners, GA, 30092, US	Tom Hughes 917-272-2147 ACQ-REMIT@convergetp.com	Trade				$1,824,858.99

Debtor THE CHILDREN'S PLACE, INC., *et al.* Case number (*if known*)
Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim. If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Advanced Fashion Company Ltd 8F-3 No 188 Sec 5 Nanging E Rd, Songshan Dist., Taipei, 105, TW	Annie . 886-3-9222388 Annie@xianjin.com.tw	Trade				$1,707,209.93
22	Orit Trading Lanka PVT LTD 07-02 East Tower, World Trade Centre, Colombo 01, 999999, LK	Sanajh Wijesingne 940773626700 sanathw@oritsl.com	Trade				$1,554,979.40
23	Namyang International Co Ltd 701 63 Ttukseom-ro 1-gil, Seongdong-gu, Seoul, 004-778, KR	Lee Hye Min 8221748388 nego@namyang-intl.com	Trade				$1,550,928.35
24	GOOGLE INC 1600 Amphitheatre Pkwy, Bldg 41, Mountain View, CA, 94043, US	800-467-1894 collections@google.com	Trade				$1,455,439.79
25	Salesforce.com Inc 415 Mission Street 3rd Floor, San Francisco, CA, 94105, US	VALERIE ROGERS 1-317-616-0455 payment@salesforce.com	Trade				$1,385,165.29
26	FUJIAN TOP SHOES IMP and EXP TRADING CO. 5th Floor, Fuxing Development Ctr, Yuling Village, Yangxia Street, Fuqing, Fuzhou, 350323, CN	Chen Jin 0086 591 8519 elaine_huang@fqfx.com	Trade				$1,345,768.41
27	Sheeba International Garments Co. Port Said Public Free Zone, PO Box 817, Port Said, N/A, EG	Gamal Salem 012-75272217 gamal_Salem@sheebagarments.com	Trade				$1,318,286.17
28	MAERSK A/S Esplanaden 50, 1098 Copenhagen K, Denmark	PAULINE MAE CHAVEZ 800-790-5277 NAMFRCSVCACH@maersk.com	Trade				$1,301,814.49
29	MANHATTAN ASSOCIATES INC 2300 Windy Ridge Parkway, Atlanta, GA, 30339, US	Anusha Rao 770-955-7070 ar@manh.com	Trade				$1,137,314.72
30	JAY JAY MILLS (INDIA) PRIVATE NO 10 KVP LAYOUT ALANGADU TIRUPUR 641604 IN	CHANDRAKUMAR KUPPUSWAMY 91 99439 54553 Mjothi@jayjaymills.com	Trade				$1,099,492.75

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY INTEREST HOLDERS

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), attached hereto as Exhibit A is an organizational list reflecting all of the ownership interests in the above captioned debtor and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Debtors respectfully represent as follows:

1. The equity of each of the Debtors identified on **Exhibit A** is 100% owned by the entity or entities identified as the equity holder or holders thereof on **Exhibit A**.

2. THE CHILDREN'S PLACE, INC. is the ultimate parent of each of the other Debtors and its equity securities are publicly held. The following chart identifies all of the holders that the Debtors understand hold 5% or more of THE CHILDREN'S PLACE, INC. stock.[2]

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[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] The list reflects holders of five percent or more of THE CHILDREN'S PLACE, INC.'s common stock and serves as the disclosure required to be made by the Debtors under Bankruptcy Rule 1007. THE CHILDREN'S PLACE, INC. does not and cannot know the precise holdings or identity of the holders of its publicly held common stock. Therefore, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all equity security holders.

Equity Holder	Approximate Percentage of Equity Held
(a) Mithaq Capital SPC, a Cayman Islands segregated portfolio company, (b) Mithaq Global, a Cayman Islands company, and (c) Mithaq Capital, a Cayman Islands company, each with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
(a) Turki Saleh A. AlRajhi, a Saudi Arabian citizen and (b) Muhammad Asif Seemab, a Pakistani citizen, each with an address of c/o Mithaq Capital SPC, Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 13,593,236 shares and shared dispositive power with respect to 13,593,236 shares	61.1%
Snowball Compounding Ltd., a Cayman Islands exempted company with an address of c/o Synergy, Anas Ibn Malik Road, Al Malqa, Riyadh 13521 Saudi Arabia, had shared voting power with respect to 1,722 shares and shared dispositive power with respect to 1,000 shares	61.1%

Exhibit A

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
The Children's Place Services Company, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE INTERNATIONAL, LLC	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place Canada Holdings, Inc.	THE CHILDREN'S PLACE, INC.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
thechildrensplace.com, inc.	THE CHILDREN'S PLACE, INC The Children's Place Canada Holdings, Inc.[3]	4.615% 95.385%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP IH II, LLC	The Children's Place Canada Holdings, Inc.	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP Real Estate Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP International Product Holdings, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
THE CHILDREN'S PLACE (CANADA), LP	TCP INVESTMENT CANADA II CORP.[4] TCP INVESTMENT CANADA I CORP.[5]	1% 99%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA II CORP.	TCP Worldwide Holdings Limited[6]	100%	500 Plaza Drive, Secaucus, New Jersey 07094
TCP INVESTMENT CANADA I CORP.	TCP Worldwide Holdings Limited[7]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[3] The Children's Place Canada Holdings, Inc. is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[4] TCP INVESTMENT CANADA II CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

[5] TCP INVESTMENT CANADA I CORP. is a wholly owned subsidiary of TCP Worldwide Holdings Limited, which is a wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[6] TCP Worldwide Holdings Limited is an indirect wholly owned indirect subsidiary of THE CHILDREN'S PLACE, INC.

[7] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

Debtor	Equity Holder(s)	Percentage of Ownership	Mailing Address
TCP Brands, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
AMASKIT, LLC	THE CHILDREN'S PLACE, INC	100%	500 Plaza Drive, Secaucus, New Jersey 07094
The Children's Place (Barbados) Inc.	TCP Worldwide Holdings Limited[8]	100%	500 Plaza Drive, Secaucus, New Jersey 07094

[8] TCP Worldwide Holdings Limited is an indirect wholly owned subsidiary of THE CHILDREN'S PLACE, INC.

OMNIBUS RESOLUTIONS OF THE GOVERNING BODIES OF THE CHILDREN'S PLACE, INC. AND CERTAIN OF ITS SUBSIDIARIES

Adopted at a meeting held on November 8, 2026

After due deliberation, the Special Committee (defined below) and the members of the applicable board of directors and board of managers, and general partners (each, a "Governing Body" and, collectively, the "Governing Bodies"), as applicable, of THE CHILDREN'S PLACE, INC. ("TCP") and each other entity set forth on **Annex A** attached hereto (each, a "Company" and, collectively, the "Companies"), do hereby consent to, adopt, and approve the following resolutions pursuant to the certificate of incorporation, bylaws, operating agreements or similar document (in each case, as amended or amended and restated to date) of each Company, as applicable, and the laws of the state of formation of each Company as set forth next to each Company's name on Annex A:

WHEREAS, on November 3, 2026, the board of directors of TCP (the "TCP Board"), in the exercise of its business judgment, established a special committee of the TCP Board (the "Special Committee"), and delegated to the Special Committee full power and sole and exclusive decision-making authority with respect to the following matters: (a) evaluating, reviewing, assessing, negotiating, approving binding entry into, and implementing potential strategic and financial alternatives for TCP and its direct and indirect subsidiaries, including financing, restructuring, reorganization, recapitalization, and sale transactions; (b) evaluating and determining whether and when TCP should file a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and preparing, authorizing, directing, and implementing any such filing; (c) investigating any current or former officer, director, stockholder, or other insider of TCP, or affiliates of any such persons (other than TCP and its subsidiaries), including their acts, omissions, conduct, relationships, dealings, and transactions involving TCP and evaluating, reviewing, assessing, negotiating, and approving any settlement of claims or potential claims held by TCP against any current or former officer, director, stockholder, or other insider, or affiliates of any such persons (other than the Company and its subsidiaries), or asserted against TCP;

WHEREAS, the Governing Bodies have reviewed and considered presentations by management and the Companies' respective financial and legal advisors regarding the current capital structure, assets, liabilities, contractual obligations, creditor rights, operations, liquidity, and general financial condition of each Company, the strategic alternatives available to them, and the impact of the foregoing on each Company's businesses;

WHEREAS, each Governing Body has had the opportunity to consult with the Companies' management and financial and legal advisors, obtain additional information, and fully consider each of the strategic alternatives available to the Companies; and

WHEREAS, the Governing Bodies have determined, based on their review of the materials presented and the advice of management and the Companies' respective financial and legal advisors, that it is advisable and in the best interests of each Company, its equity holders,

creditors, employees, and other stakeholders to take the actions specified in the following resolutions.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

Chapter 11 Filing and Canadian Ancillary Filing

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of the applicable Company, including after considering the interests of its creditors and other parties in interest, to file, or cause to be filed, a voluntary petition for relief to commence cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), and any other petition, motion, application, pleading, proposed order, or other document that may be necessary, advisable, or appropriate under applicable law, and to take any and all actions that such Governing Body or any Authorized Signatory (as defined below) deems necessary, advisable, or appropriate to preserve and maximize value for the benefit of their stakeholders;

RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each of the Companies on Annex A that are domiciled in Canada (the "Canadian Entities"), including after considering the interests of their creditors and other parties in interest, to file, or cause to be filed, a petition for commencement of an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

RESOLVED, that TCP be appointed as the foreign representative to represent the Canadian Entities and the Chapter 11 Cases in the Canadian Proceeding and before the Canadian Court;

RESOLVED, that the Chief Executive Officer, President, General Counsel, Chief Financial Officer, independent directors, Chief Restructuring Officers, Treasurer, Secretary and such persons performing equivalent functions of each Company are hereby designated as "Authorized Signatories" (each, an "Authorized Signatory") for purposes of these resolutions, each acting in the name and on behalf of the applicable Company; and

RESOLVED, that each Authorized Signatory, acting alone or together with one or more other Authorized Signatories, is hereby authorized, empowered, and directed, together with the applicable Company's advisors, to execute and file on behalf of such Company all petitions, schedules, lists, motions, applications, pleadings, papers, and other documents, and to take any and all actions that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operations of such Company and to prosecute and administer the Chapter 11 Cases.

Retention of Professionals

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of White & Case LLP ("W&C"), as general bankruptcy counsel, to represent and assist

such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of W&C in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the Companies to employ the law firm of Cole Schotz P.C. ("Cole Schotz"), as general bankruptcy counsel, to represent and assist such Company in carrying out its duties and responsibilities under the Bankruptcy Code and applicable law, and to take any and all action to advance the rights and obligations of such Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cole Schotz in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Berkeley Research Group, LLC ("BRG"), as restructuring and financial advisor and to provide interim management services, including the services of Rudolph Morando and Chris McAvinn as Co-Chief Restructuring Officers and additional BRG personnel, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments or addenda thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of BRG in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Cascadia Capital, LLC ("Cascadia"), as investment banker, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Cascadia in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ A&G Realty Partners, LLC ("A&G"), as real estate consultant, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the

Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&G in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ PricewaterhouseCoopers LLP ("PWC"), as tax advisor, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of PWC in accordance with applicable law;

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to cause the applicable Company to employ Omni Agent Solutions, Inc. ("Omni"), as notice and claims agent, to represent and assist such Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, on the terms of the applicable engagement agreements and any amendments thereto approved by such Authorized Signatory, subject to any required approval of the Bankruptcy Court; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Omni in accordance with applicable law; and

RESOLVED, that each Authorized Signatory, acting individually with full power of delegation, is hereby authorized, empowered, and directed to employ such other professionals, including legal counsel, accountants, financial advisors, investment bankers, claims and noticing agents, and other professionals, as may be necessary or appropriate to assist the applicable Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law.

General Authorizations

RESOLVED, that each Authorized Signatory acting in the name and on behalf of the applicable Company, is hereby authorized, empowered, and directed to amend, supplement, or otherwise modify the terms of any documents, certificates, instruments, agreements, financing statements, notices, undertakings, or other writings referred to in these resolutions; take any and all further actions, and execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, and other documents; pay all expenses, including taxes and filing fees; and do or refrain from doing any act or thing, in each case as such signatory may deem necessary, advisable, or desirable in such signatory's reasonable business judgment to fully carry out the intent and purposes of these resolutions and the transactions contemplated hereby;

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and hereby are, authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein;

RESOLVED, that each Governing Body of each Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notice;

RESOLVED, that all acts, actions, transactions, and certifications relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby, in all respects, approved and ratified as the true acts and deeds of such Company with the same force and effect as if each such act, transaction, agreement, or certification had been specifically authorized in advance by resolution of the applicable Governing Body;

RESOLVED, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatories to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions; and

RESOLVED, that each of the Authorized Signatories (and their designees and delegates) be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment to effectuate the purposes of the transactions contemplated herein.

Annex A

Companies

Company Name	Jurisdiction of Organization	Governing Body
THE CHILDREN'S PLACE, INC.	Delaware	Special Committee: Elizabeth LaPuma
The Children's Place Canada Holdings, Inc.	Delaware	Board of Directors: John Szczepanski Yanting Li
THE CHILDREN'S PLACE INTERNATIONAL, LLC	Virginia	Board of Managers: John Szczepanski Yanting Li
TCP Brands, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP International Product Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP Real Estate Holdings, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
AMASKIT, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
The Children's Place Services Company, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
TCP IH II, LLC	Delaware	Board of Managers: John Szczepanski Yanting Li
thechildrensplace.com, inc.	Delaware	Board of Directors: John Szczepanski Yanting Li Sujit Bhoola
TCP INVESTMENT CANADA I CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
TCP INVESTMENT CANADA II CORP.	Nova Scotia	Board of Directors: John Szczepanski Yanting Li
The Children's Place (Canada), LP	Ontario	Board of Directors of TCP Investment Canada II Corp., acting as general partner: John Szczepanski Yanting Li
The Children's Place (Barbados) Inc.	Barbados	Board of Directors: John Szczepanski Yanting Li

SECRETARY'S CERTIFICATE

The undersigned, being duly elected as General Counsel and Corporate Secretary of each Company, hereby certifies that (i) the attached resolutions are true and correct copies of the resolutions adopted by each of the applicable Governing Bodies for each Company as identified on **Annex A** attached hereto at a meeting of the Governing Bodies held on November 8, 2026; and (ii) these resolutions have not been amended, modified and/or superseded in any way as of the date of this Certificate.

IN WITNESS WHEREOF, I have set my hand this 8th day of November, 2026

By: Yanting Li
Yanting Li
General Counsel and Corporate Secretary

Fill in this information to identify the case and this filing:

Debtor Name The Children's Place (Barbados) Inc.

United States Bankruptcy Court for the: _____ District of New Jersey (State)

Case number (*If known*): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* ____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Interest Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/08/2026
MM / DD / YYYY

✗ /s/ Rudolph Morando
Signature of individual signing on behalf of debtor

Rudolph Morando
Printed name

Co-Chief Restructuring Officer
Position or relationship to debtor

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

WHITE & CASE LLP
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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) (Joint Administration Requested)

[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.

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE CHILDREN'S PLACE, INC. TO ACT AS FOREIGN REPRESENTATIVE AND (II) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**: (a) authorizing, but not directing, THE CHILDREN'S PLACE, INC. ("TCP, INC.") to act as foreign representative on behalf of the Debtors' estates pursuant to section 1505 of the Bankruptcy Code and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

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[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

4. The bases for the relief requested herein are sections 105(a), 1107(a), and 1505 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

Appointment of Foreign Representative

7. As discussed in more detail in the First Day Declaration, the Debtors operate a portion of their brick-and-mortar retail business in Canada. Specifically, The Children's Place

(Canada) LP, its limited partner, TCP Investment Canada I Corp., and its general partner, TCP Investment Canada II Corp., are Canadian entities (together, the "Canadian Debtors") that operate approximately 56 retail locations across nine (9) Canadian provinces. The Children's Place (Canada), LP employs all of the Debtors' Canadian employees and holds almost all of the retail leases for the Debtors' Canadian operations. To protect the Debtors' assets and operations in Canada and ensure coordinated administration of the Debtors' estates, the Debtors intend to seek additional relief in Canada on behalf of the Debtors' estates via an ancillary proceeding (the "Canadian Proceeding") in the Ontario Superior Court of Justice (Commercial List) in Toronto, Canada (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "CCAA"). Principally, the purpose of the Canadian Proceeding is to: (a) request that the Canadian Court recognize the Debtors' chapter 11 cases as a "foreign main proceeding" and TCP, INC. as a "foreign representative" under the applicable provisions of the CCAA; (b) request that the Canadian Court lend assistance to this Court in protecting the Debtors' assets, operations, and property in Canada, including by granting a stay of proceedings in respect of the Debtors and their assets and property in Canada that extends to the exercise of self-help remedies by landlords, utility providers, and other parties following the commencement of these chapter 11 cases; and (c) seek any other appropriate relief and protections from the Canadian Court that TCP, INC. deems just and proper in the furtherance of the protection of the Debtors' estates.

8. To commence the Canadian Proceeding, the Debtors require authority for a Debtor entity to act as the "foreign representative"[3] on behalf of the Debtors' estates (the "Foreign

[3] A "foreign representative" is defined in section 45(1) of the CCAA to mean "a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding in respect of a debtor company, to (a) monitor the debtor company's business and financial affairs for the purpose of reorganization; or (b) act as a

Representative"). Therefore, the Debtors request authority to appoint TCP, INC., the ultimate parent of the Canadian Debtors, as such Foreign Representative.

9. More specifically, section 46 of the CCAA provides in part:

> (1) **Application for recognition of a foreign proceeding. —** A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
> (2) **Documents that must accompany application. —** . . . the application must be accompanied by . . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative's authority to act in that capacity . . .

CCAA, R.S.C., c. C-36, § 46 (1985) (Can.).

10. Accordingly, for TCP, INC. to seek recognition as the Foreign Representative in the Canadian Proceeding and thereby apply to have the Debtors' chapter 11 cases recognized by the Canadian Court, this Court must enter an order authorizing TCP, INC. to act as the Foreign Representative in the Canadian Proceeding. If the order is granted, TCP, INC. will be able to file a certified copy of the order with the Canadian Court as the instrument authorizing TCP, INC. to act as the Foreign Representative pursuant to sections 45 and 46 of the CCAA.

11. To protect the Debtors' assets, operations, and property in Canada pending entry of an order from this Court authorizing TCP, INC. to act as the Foreign Representative, TCP, INC., will seek an emergency stay of proceedings in Canada from the Canadian Court, in its capacity as the proposed Foreign Representative, contemporaneously with the filing of this Motion.

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representative in respect of the foreign proceeding."

Basis for Relief Requested

12. Section 1505 of the Bankruptcy Code provides that "[a] trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law." 11 U.S.C. § 1505. Further, section 1107(a) of the Bankruptcy Code provides, in relevant part, that "a debtor in possession shall have all the rights…and powers, and shall perform all the functions and duties…of a trustee serving in a case under this chapter." 11 U.S.C. § 1107(a).

13. The Debtors submit that sections 1505 and 1107 of the Bankruptcy Code confer upon TCP, INC., as a debtor in possession, sufficient rights, powers, and duties to act as the Foreign Representative of the Debtors' estates in the Canadian Proceeding. To avoid any possible confusion or doubt regarding this authority and to comply with the requirements of section 46 of the CCAA, the Debtors seek entry of an order, pursuant to section 1505 of the Bankruptcy Code, explicitly authorizing TCP, INC. to act as the Foreign Representative of the Debtors' estates in the Canadian Proceeding.

14. Authorizing TCP, INC. to act as the Foreign Representative on behalf of the Debtors' estates in the Canadian Proceeding will allow for coordination between these chapter 11 cases and the Canadian Proceeding and provide an effective mechanism to protect and maximize the value of the Debtors' assets and estates. Courts across various jurisdictions have granted relief similar to that requested herein in other large chapter 11 cases where a debtor has foreign assets or operations requiring a recognition proceeding. *See, e.g.*, *In re LIV Golf New Jersey, LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Oct. 7, 2026); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 9, 2026); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023); *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023); *In re David's*

Bridal, LLC, No. 23-13131 (CMG) (Bankr. D.N.J. Apr. 17, 2023); *In re BFG Supply Co., LLC*, No. 26-11284 (CTG) (Bankr. D. Del. Aug. 20, 2026); *In re 23andMe Holding Co.,* No. 25-40976-357 (BCW) (Bankr. E.D. Mo. Sept. 10, 2025); *In re Celsius Network LLC*, No. 22-10964 (MG) (Bankr. S.D.N.Y. June 28, 2023); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. May 11, 2022); *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Oct. 14, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) (Bankr. D. Del. June 16, 2020).[4] Accordingly, the relief requested herein is necessary and appropriate, is in the best interests of the Debtors' estates and creditors, and should be granted in all respects.

Reservation of Rights

15. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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,

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

No Prior Request

16. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

17. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter a final order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Proposed Co-Counsel to Debtors and Debtors in Possession

Exhibit A

Proposed 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) (Joint Administration Requested)

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**.

[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.

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[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.

THIS IS **EXHIBIT "C"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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 above captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this application (the "Application"), and rely upon and incorporate by reference 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") filed concurrently herewith:[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing the Debtors to appoint Omni Agent Solutions, Inc. ("Omni") as the claims and noticing agent (the "Claims and Noticing Agent") in the Debtors' chapter 11 cases effective as of the Petition Date (as defined herein) pursuant to the terms and conditions of that certain standard services agreement dated November 4, 2026, by and between the Debtors and Omni (the "Services Agreement"), attached as Exhibit 1 to the Order, and (b) granting related relief. In support of this Application, the Debtors submit the First Day Declaration, the *Declaration of Rudolph Morando in Support of 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 "Morando Declaration") attached hereto as **Exhibit B**, and the *Declaration of Paul H. Deutch in Support of Debtors' Application for Entry of an Order (I) Authorizing the Appointment of Omni Agent Solutions, Inc.as*

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

Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief (the "Deutch Declaration") attached hereto as **Exhibit C**.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, 28 U.S.C. §§ 1-5001, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and 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").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale

marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

7. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of these chapter 11 cases can be found in the First Day Declaration, which is incorporated herein by reference.

Omni's Qualifications

8. Omni is a leading chapter 11 administrator and is composed of industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni's professionals have significant experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases, and experience in matters of this size and complexity. Omni has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims-processing portions of chapter 11 cases to ensure the efficient, orderly, and fair treatment of creditors, equity security holders, and all parties in interest. Omni's professionals have acted as the official claims

and noticing agent and/or administrative agent in many large bankruptcy cases in this district and others. *See*, *e.g.*, *In re House Canary New Jersey, Inc.*, No. 26-20766-EJO (EJO) (Bankr. D.N.J. Sept. 22, 2026) (appointing Omni as claims and noticing agent); *In re LIV Golf New Jersey LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Sept. 10, 2026) (same); *In re Uniroyal Holding, Inc.*, No. 26-18668 (MBK) (Bankr. D.N.J. Aug. 3, 2026) (same); *In re Baker & Taylor, LLC*, No. 26-12863 (CMG) (Bankr. D.N.J. Mar. 24, 2026) (same); *In re Skyline Tower Resort Vacation Condo. Ass'n, Inc.*, No. 25-22156 (ABA) (Bankr. D.N.J. Nov. 21, 2025) (same) *In re Vi-Jon, LLC*, No. 26-11216 (MFW) (Bankr. D. Del. Aug. 5, 2026) (same); *In re Picklr, Inc.*, No. 26-34687 (SWE) (Bankr. N.D. Tex. Oct. 9, 2026) (same); *In re American Hospitality Properties REIT, Inc.*, No. 26-80071 (SGCJ) (Bankr. N.D. Tex. Oct. 4, 2026) (same); *In re K. Heeps HoldCo,* LLC, No. 26-11505 (KBO) (Bankr. D. Del. Sept. 23, 2026) (same); I*n re LifeCare 2.0, LLC,* No. 26-44110 (ELM) (N.D. Tex. Sept. 15, 2026) (same); *In re Brayman Precast, LLC*, No. 26-22052 (CMB) (Bankr. W.D. Pa. July 30, 2026) (same); *In re Warrior Techs., LLC*, No. 26-33562 (ARP) (Bankr. S.D. Tex. May 21, 2026) (same); *In re Finch Therapeutics Grp., Inc.*, No. 26-10409 (LSS) (Bankr. D. Del. Mar. 26, 2026) (same).

9. Appointing Omni as the Claims and Noticing Agent in these chapter 11 cases will expedite and maximize the efficiency of the distribution of notices and the processing of claims, as well as relieve the Office of the Clerk of the Bankruptcy Court of the District of New Jersey (the "Clerk") of the administrative burden of processing an overwhelming number of claims.

10. As described in the Morando Declaration and the First Day Declaration, before selecting Omni as their Claims and Noticing Agent, the Debtors solicited and reviewed engagement proposals from at least two (2) other Court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit that Omni's rates are

competitive and reasonable given Omni's quality of services and expertise. The terms of Omni's engagement are set forth in the Services Agreement.

Services to be Provided

11. This Application pertains only to the work to be performed by Omni under the Clerk's delegation of duties as permitted by 28 U.S.C. § 156(c) and the Claims and Noticing Agent Retention Protocol. Any work to be performed by Omni outside of this scope is not covered by this Application or by any order of the Court granting approval hereof. The Debtors, however, reserve the right to seek authority to retain Omni to perform additional services pursuant to section 327 of the Bankruptcy Code.

12. Specifically, Omni will perform the following tasks in its role as the Claims and Noticing Agent in these chapter 11 cases, as well as all quality control relating thereto (collectively, the "Claims and Noticing Services"):

(a) Preparing and serving required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including, without limitation: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (if any); (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan or plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

(b) Maintaining an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Maintaining (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and updating said lists and making said lists available upon request by a party in interest or the Clerk;

(d) Furnishing a notice to all potential creditors of the deadline for filing proofs of

claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notifying such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received;

(f) For all notices, motions, orders, or other pleadings or documents served, preparing and filing, or causing to be filed, with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons or entities to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate; (iii) the manner of service; and (iv) the date served;

(g) Processing all proofs of claim received, including those received by the Clerk, checking said processing for accuracy, and maintaining the original proofs of claim in a secure area;

(h) Providing an electronic interface for filing proofs of claim;

(i) Maintaining the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk on a case-specific website, and, upon the Clerk's request, providing the Clerk with certified, duplicate unofficial Claims Registers;

(j) Specifying in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;

(k) Providing public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;

(l) Implementing necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

(m) Recording all transfers of claims and providing any notices of such transfers, as required by Bankruptcy Rule 3001(e);

(n) Relocating, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;

(o) Upon completion of the docketing process for all claims received to date for each case, turning over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);

(p) Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and making necessary notations on or changes to the Claims Registers and any service or mailing lists, including to

identify and eliminate duplicative names and addresses from such lists;

(q) Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists;

(r) Assisting in the dissemination of information to the public and responding to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website or call center;

(s) If these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contacting the Clerk's office within three (3) days of the Claims and Noticing Agent receiving notice of entry of the order converting the cases;

(t) Thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, requesting that the Debtors submit to the Court a proposed order dismissing the Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;

(u) Within seven (7) days of notice to the Claims and Noticing Agent of entry of an order closing these chapter 11 cases, providing to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 cases; and

(v) At the close of these chapter 11 cases, boxing and transporting all original documents, in proper format, as provided by the Clerk, to (i) the Philadelphia Federal Records Center, located at 14700 Townsend Road, Philadelphia, Pennsylvania 19154, or (ii) any other location requested by the Clerk.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Omni.

Professional Compensation

14. The Debtors propose to compensate Omni for the Claims and Noticing Services in accordance with the rate schedule attached to the Services Agreement (the "Rate Schedule"). The Debtors respectfully request that the undisputed fees and expenses incurred by the Claims and Noticing Agent in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and

section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

15. Omni agrees to maintain records of all services, including dates, categories of services, fees charged, and expenses incurred. Omni further agrees to 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. If any dispute arises relating to the Services Agreement or the monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. Prior to the Petition Date, the Debtors provided Omni a retainer in the amount of $50,000. Omni seeks to first apply the retainer to all prepetition invoices and, thereafter, to hold the retainer during these chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

17. Additionally, under the terms of the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Omni and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Omni's gross negligence, willful misconduct, bad faith, or actual fraud or as otherwise provided in the Services Agreement or any order of this Court. The Debtors believe that such an indemnification obligation is

customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Disinterestedness

18. Although the Debtors do not propose to employ Omni under section 327(a) of the Bankruptcy Code pursuant to this Application, Omni has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and the Debtors have been advised that, to the best of Omni's knowledge, information, and belief, subject to the Deutch Declaration, Omni has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as Claims and Noticing Agent, Omni represents in the Deutch Declaration, among other things, that:

(a) Omni is not a creditor of the Debtors;

(b) Omni is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, with respect to the matters upon which it is to be engaged;

(c) Omni will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;

(d) by accepting employment in these chapter 11 cases, Omni waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

(e) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Omni will not be an agent of the United States and will not act on behalf of the United States;

(f) Omni will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;

(g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Omni will not intentionally misrepresent any fact to any person;

(h) Omni shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

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

(j) none of the services provided by Omni as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

20. Omni will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Basis for Relief Requested

I. Retention and Employment of Omni as Claims and Noticing Agent Is Permitted.

21. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002. Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk for administration of bankruptcy cases. 28 U.S.C. § 156(c). Specifically, the statute states, in relevant part:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Due to the size of these chapter 11 cases, the Debtors anticipate that many thousands of entities will need to be noticed. Accordingly, Bankruptcy Rule 2002 and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents and facilities for notice

and claims purposes, provided that the Debtors' estates bear the cost of such services.

23. For the foregoing reasons, the Debtors believe that the retention of Omni as the Claims and Noticing Agent in these chapter 11 cases is necessary and in the best interests of the Debtors, their estates, creditors, and all parties in interest. Furthermore, the fees and expenses that would be incurred by Omni under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

24. By separate application, the Debtors intend to seek authorization to retain and employ Omni as the administrative agent in these chapter 11 cases, pursuant to section 327(a) of the Bankruptcy Code, because the administration of these chapter 11 cases will require Omni to perform duties outside the scope of 28 U.S.C. § 156(c) and the Claims and Noticing Agent Retention Protocol.

II. Relief Effective as of the Petition Date Is Appropriate.

25. Pursuant to the Debtors' request, Omni has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Omni may be compensated for its services prior to approval of this Application. Such relief is appropriate in light of 28 U.S.C. § 156(c) and the Claims and Noticing Agent Retention Protocol and in order to relieve the Court and the Clerk's office of the heavy administrative burdens these chapter 11 cases stand to impose. The Debtors believe that no party in interest will be prejudiced by granting the employment effective as of the Petition Date, as provided in this Application, because Omni has provided and continues to provide valuable services to the Debtors' estates in the interim period. In light of the number of anticipated claimants and the complexity of these chapter 11 cases, the Debtors submit that the appointment of a Claims and Noticing Agent is in the best interests of the Debtors' estates,

their creditors, and all parties in interest.

Compliance with the Claims and Noticing Agent Retention Protocol

26. This Application complies with the Claims and Noticing Agent Retention Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other Court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors and their counsel submit that Omni was selected as the claims and noticing agent after the review and competitive comparison of three (3) proposals. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Omni's rates are competitive and reasonable given Omni's quality of services and expertise.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

27. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Application, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. The appointment of the Claims and Noticing Agent is vital to a smooth transition into chapter 11. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support the relief requested herein.

Request for Waiver of Stay

28. To the extent that the relief sought in this Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Application is immediately necessary so that the Claims and Noticing Agent

can immediately commence work on time-sensitive matters and promptly devote resources to these chapter 11 cases.

Reservation of Rights

29. Notwithstanding anything to the contrary herein, nothing contained in this Application or any actions taken pursuant to any order granting the relief requested by this Application is intended or should be construed as: (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 Application or any order granting the relief requested by this Application; (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 this Application 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. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not

intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

No Prior Request

30. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

31. The Debtors will provide notice of this Application to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 8, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed 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) (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**.

[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, Omnis 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).

Exhibit B

Morando Declaration

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)
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Facsimile: (305) 358-5744
aparracriste@whitecase.com
varoon.sachdev@whitecase.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

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
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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

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) (Joint Administration Requested)

[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.

DECLARATION OF RUDOLPH MORANDO IN SUPPORT OF 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

I, Rudolph Morando, under penalty of perjury, declare as follows:

1. I am the Co-Chief Restructuring Officer of THE CHILDREN'S PLACE, INC. (together with its affiliated debtors and debtors in possession, the "Debtors"). I am authorized to submit this declaration (this "Declaration") in support of 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* filed contemporaneously herewith (the "Application").[2] Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by members of the Debtors' senior management and advisors.

2. The Debtors obtained and reviewed engagement proposals from at least two (2) other Court-approved claims and noticing agents to ensure selection through a competitive process. Omni Agent Solutions, Inc. ("Omni") was selected as the Claims and Noticing Agent after the review and competitive comparison of three (3) proposals. Moreover, the Debtors believe, based on all engagement proposals obtained and reviewed, that Omni's rates are competitive and reasonable given Omni's quality of services and expertise.

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

3. Based on the foregoing, I am of the opinion that it is necessary for the Debtors to employ Omni as the Claims and Noticing Agent in these chapter 11 cases and that such employment is in the best interests of the Debtors' estates.

[*Remainder of page left intentionally blank.*]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: November 8, 2026

/*s/ Rudolph Morando*
Name: Rudolph Morando
Title: Co-Chief Restructuring Officer

Exhibit C

Deutch Declaration

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
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- and -

Andrew F. O'Neill (*pro hac vice* pending)
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aoneill@whitecase.com

- and -

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

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jalberto@coleschotz.com
dharris@coleschotz.com

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) (Joint Administration Requested)

[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.

DECLARATION OF PAUL H. DEUTCH IN SUPPORT OF 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

I, Paul H. Deutch, under penalty of perjury, declare as follows:

1. I am the Executive Vice President of Omni Agent Solutions, Inc. ("Omni") whose offices are located in Woodland Hills, California, and New York, New York. I am authorized to submit this declaration (this "Declaration") on behalf of Omni in support of 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* filed contemporaneously herewith (the "Application")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order authorizing the employment and retention of Omni as the Debtors' claims and noticing agent in the above-captioned chapter 11 cases effective as of November 8, 2026 (the "Petition Date") pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), and to approve the Standard Services Agreement, dated as of November 4, 2026 (the "Services Agreement"). The Services Agreement is attached to the Proposed Order as **Exhibit 1**.

2. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni has substantial experience in noticing, claims administration, and the other administrative aspects of chapter 11 cases, including cases of comparable size and complexity. Omni has served as claims and noticing agent and/or administrative agent in many bankruptcy cases in this district and others. *See, e.g., In re House Canary New Jersey, Inc., No. 26-20766-EJO (EJO) (Bankr. D.N.J. Sept. 22, 2026) (appointing*

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

Omni as claims and noticing agent); In re LIV Golf New Jersey LLC, No. 26-20189 (MBK) (Bankr. D.N.J. Sept. 10, 2026) (same); In re Uniroyal Holding, Inc., No. 26-18668 (MBK) (Bankr. D.N.J. Aug. 3, 2026) (same); In re Baker & Taylor, LLC, No. 26-12863 (CMG) (Bankr. D.N.J. Mar. 24, 2026) (same); In re Skyline Tower Resort Vacation Condo. Ass'n, Inc., No. 25-22156 (ABA) (Bankr. D.N.J. Nov. 21, 2025) (same) In re Vi-Jon, LLC, No. 26-11216 (MFW) (Bankr. D. Del. Aug. 5, 2026) (same); In re Picklr, Inc., No. 26-34687 (SWE) (Bankr. N.D. Tex. Oct. 9, 2026) (same); In re American Hospitality Properties REIT, Inc., No. 26-80071 (SGCJ) (Bankr. N.D. Tex. Oct. 4, 2026) (same); In re K. Heeps HoldCo, LLC, No. 26-11505 (KBO) (Bankr. D. Del. Sept. 23, 2026) (same); In re LifeCare 2.0, LLC, No. 26-44110 (ELM) (N.D. Tex. Sept. 15, 2026) (same);In re Brayman Precast, LLC, No. 26-22052 (CMB) (Bankr. W.D. Pa. July 30, 2026) (same); In re Warrior Techs., LLC, No. 26-33562 (ARP) (Bankr. S.D. Tex. May 21, 2026) (same); In re Finch Therapeutics Grp., Inc., No. 26-10409 (LSS) (Bankr. D. Del. Mar. 26, 2026) (same).[3]

3. As administrative agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Omni will perform at the request of the Clerk's office the noticing and claims-related services specified in the Application and Services Agreement. In addition, at the Debtors' request, Omni will perform such other noticing, claims, technical, administrative, and support services as specified in the Application, subject to 28 U.S.C. § 156(c).

4. Before filing these chapter 11 cases, the Debtors paid Omni a retainer of $50,000. Omni seeks to first apply the retainer to all prepetition invoices, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer during the chapter 11 cases as security for the payment of fees and expenses under the Services Agreement. Following termination of the Services Agreement, Omni will return to the Debtors any amount of

[3] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

the retainer that remains.

5. Omni will follow procedures that conform to applicable guidelines promulgated by the Clerk and the Judicial Conference, and as may be entered by this Court's order.

6. Omni represents the following:

(a) Omni, its members, and its employees are not and were not, within two years before the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;

(b) Omni will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;

(c) by accepting employment in these chapter 11 cases, Omni waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

(d) in its capacity as the Claims and Noticing Agent in these chapter 11 cases, Omni will not be an agent of the United States and will not act on behalf of the United States;

(e) Omni will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;

(f) Omni is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, with respect to the matters upon which it is to be engaged;

(g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Omni will not intentionally misrepresent any fact to any person;

(h) Omni shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

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

(j) none of the services provided by Omni as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

7. On March 16, 2026, certain funds and accounts managed by affiliates of Fortress Investment Group, LLC ("FIG") made a majority equity investment in Omni. FIG is a leading,

highly diversified asset manager headquartered in New York and Dallas that invests across private equity, credit, real estate, and permanent capital strategies for institutional and private clients. FIG, through its investments, owns a majority of Ursa Acquisition Sub, LLC, which in turn wholly owns MMR Advisory Holdings, LLC, which in turn wholly owns Omni. Omni is independently operated by its management team and controlled by its board of directors (the "Board"). The Board has one member who is a representative of FIG.

8. I caused to be submitted for review by Omni's conflicts system the list of names of potential parties-in-interest in these chapter 11 cases (the "**Potential Parties in Interest List**"), annexed hereto as Schedule 1, which was provided by the Debtors and includes, among other parties, the Debtor, significant equity holders, the Debtors' largest unsecured creditors on a consolidated basis, and the bankruptcy judges sitting in this jurisdiction. In addition, Omni compared the Potential Parties in Interest List to an internal database that includes, among other entities, Omni's parent entities, as well as a list of FIG's active fund investments (in the form most recently provided to Omni by FIG's internal compliance department).

9. At this time, and as set forth in further detail herein, Omni is not aware of any connections that would present a disqualifying conflict of interest. Should Omni discover any new relevant facts or connections bearing on the matters described herein during the period of retention, Omni will use reasonable efforts to promptly file a supplemental declaration.

10. To the best of my knowledge and based solely upon information provided to me by the Debtors and the above-referenced search, and except as provided herein, neither Omni nor FIG have any connections to any entities or individuals listed on the Potential Parties in Interest List. Omni has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, in matters unrelated to these chapter 11 cases, Omni and its personnel have and will

continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Omni may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. To the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases.

11. To the best of my knowledge, none of Omni's professionals are related to bankruptcy judges in the District of New Jersey or any attorney known by Omni to be employed in the Office of the United States Trustee serving the District of New Jersey.

12. To the best of my knowledge, none of Omni's professionals were partners of, or formerly employed within the last three years by, firms that are Potential Parties in Interest or that have filed a notice of appearance in these Chapter 11 Cases. The following firms are included on the Interested Party List: Berkeley Research Group, LLC, White & Case, Kelley Drye & Warren LLP, and Cole Schotz P.C. Upon information and belief, within the last three years Omni has served as claims and noticing agent and/or administrative agent on behalf of debtors or liquidating trusts who have also retained these firms.

13. In addition to the above-referenced search procedures, Omni and FIG have the following restrictions in place in order to preserve Omni's disinterestedness: (i) no FIG personnel work on Omni client matters or have access to Omni client information, client files or client personnel; (ii) no FIG personnel work in Omni's offices; (iii) Omni operates independently from FIG, including that it does not share any employees, officers or other management with FIG, has separate offices in separate buildings, and has separate IT systems; and (iv) no Omni officer or employee is a director, officer or employee of FIG.

14. Omni, FIG and their affiliates, along with their respective personnel in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms may appear in chapter 11 cases representing the Debtors or parties in interest. To the best of my knowledge, Omni does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified on the Potential Parties in Interest List or who have filed a notice of appearance in these Chapter 11 cases.

15. Omni is not a party to any agreement where it receives consideration in exchange for transferring information derived from Omni's role as an administrative agent in cases in this district or elsewhere to nonclient third parties. Omni does not have any contract or agreement with any party under which Omni would receive consideration in exchange for providing claims data.

16. Based on the foregoing, I believe that Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Omni and its personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not and were not, within two years before the date of filing of these chapter 11 cases, directors, officers, or employees of the Debtors; and (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors.

[*Remainder of page intentionally left blank.*]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: November 8, 2026

/s/ Paul H. Deutch
Name: Paul H. Deutch
Title: Executive Vice President

Proposed Claims and Noticing Agent of the Debtors and Debtors in Possession

THIS IS **EXHIBIT "D"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

WHITE & CASE LLP
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Proposed Co-Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) establishing notification and hearing procedures, substantially in the form of Exhibit 1 to the Interim Order and the Final Order (the "Procedures"), that must be complied with before certain transfers of and/or declarations of worthlessness with respect to Debtor THE CHILDREN'S PLACE, INC.'S existing classes of common stock or any Beneficial Ownership[3]

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

[3] For purposes of this Motion and the Procedures: (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.

therein (any such record or Beneficial Ownership of common stock, collectively, the "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 Internal Revenue Code of 1986, as amended (the "Tax Code"), and other tax benefits (collectively, the "Tax Attributes"); and (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 *ab initio*; and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 362, and 541 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules

9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

Debtors' Tax Attributes

7. Debtor THE CHILDREN'S PLACE, INC. ("TCP") is the common parent of an affiliated group of corporations that files a consolidated U.S. federal income tax return (the "Tax Group"). Substantially all of the U.S. federal income Tax Attributes described below are attributable to TCP, which is the "old loss corporation" for purposes of section 382 of the Tax Code. The Debtors currently estimate that they possess the following certain Tax Attributes as of

fiscal year end January 31, 2026, (a) U.S. federal NOL carryforwards of approximately $79.1 million, (b) carryforwards of research and development tax credits of approximately $2.5 million, (c) carryforwards of work opportunity tax credits of approximately $804,000, and (d) carryforwards of disallowed business interest expense of approximately $51 million. The Debtors expect to generate additional amounts of Tax Attributes in the 2026 taxable year. The Tax Attributes are valuable assets of the Debtors' estates. The Tax Code generally permits a corporation to carry forward its NOLs, disallowed business interest expense and certain other Tax Attributes to reduce taxable income, thereby reducing the corporation's tax liability in future periods. *See* 26 U.S.C. §§ 163(j) and 172.

8. Accordingly, absent any existing or intervening limitations and depending on future operating results, the Tax Attributes could significantly reduce the Debtors' U.S. federal income tax liability for current and future periods, including by offsetting any taxable income that may result from transactions consummated during these chapter 11 cases. Accordingly, the value of the Tax Attributes will inure to the benefit of all of the Debtors' stakeholders.

I. Potential Limitations on Use of the Debtors' Tax Attributes

9. The Debtors' ability to utilize the Tax Attributes to reduce future tax liability is subject to certain potential statutory limitations. Section 382 of the Tax Code limits the amount of U.S. federal taxable income that can be offset by a corporation's NOL carryforwards, carryforwards of disallowed business interest expense, and certain other Tax Attributes once that corporation has undergone an "ownership change" within the meaning of section 382 of the Tax Code (an "Ownership Change"). Pursuant to section 382 of the Tax Code, an Ownership Change generally occurs when the percentage of a corporation's equity held by one or more of its "5-percent shareholders" (each, as that term is used in section 382 of the Tax Code, a "5-Percent

Shareholder") increases by more than fifty (50) percentage points above the lowest percentage of the corporation's equity owned by that shareholder(s) at any time during the relevant testing period (usually three years). *See id.* § 382(g). An Ownership Change can also occur as a result of a "worthless stock deduction" claimed by any "50-percent shareholders." A fifty (50) percent shareholder is any person (or group of people that is treated as a single entity under applicable rules) that owned fifty (50) percent or more of a corporations stock "at any time during the 3-year period ending on the last day of the taxable year" with respect to which the worthless stock deduction is claimed. Tax Code § 382(g)(4)(D).

10. As of the Petition Date, there were 22,237,067 shares of Common Stock issued and outstanding and entitled to vote and only one person or group was known to the Company to beneficially own more than 5% of its Common Stock: Mithaq Capital SPC, which beneficially owned 13,593,236 shares, representing 61.1% of the class.

11. If an Ownership Change occurs, section 382 of the Tax Code limits the amount of a corporation's future taxable income that may be offset by its "pre-change losses," and section 383 of the Tax Code limits the amount of a corporation's future tax liability that may be offset by its "excess credits," in each case, to an annual amount based on the fair market value of all of the stock of the corporation prior to the Ownership Change multiplied by the long-term tax-exempt rate that applies to the month of the Ownership Change.[4] *See* Tax Code §§ 382(b) and 383(a). Pre-change losses and excess credits include the Debtors' Tax Attributes and any so-called "realized built-in losses" (as defined in section 382(h)(3) of the Tax Code).[5] Once a Tax Attribute

[4] The applicable long-term tax-exempt rate changes from month to month. For ownership changes occurring in November 2026, the applicable long-term tax-exempt rate is 4.18 percent. *See* Rev. Rul. 2026-21.

[5] The rules relating to potential limitations on the ability to offset taxable income with so-called realized built-in losses are highly complex and depend on, among other things, the extent (if any) of a debtor's "net unrealized built-in loss." A net unrealized built-in loss is equal to the excess of the aggregate adjusted basis of all of a

is limited under section 382 or 383 of the Tax Code, its use may be limited forever.[6] Thus, certain transfers or worthless stock deductions with respect to the Beneficial Ownership of Common Stock effected before the effective date of the Debtors' consummation of the relevant chapter 11 proceedings may trigger an "ownership change" for Tax Code purposes, severely endangering the Debtors' ability to utilize the Tax Attributes, which would cause substantial damage to the Debtors' estates. Notably, the Debtors have limited the relief requested herein to the extent necessary to preserve estate value. Specifically, the proposed Interim Order and Final Order will affect only (a) holders of 4.5 percent or more of Beneficial Ownership with respect to any class (or series) of Common Stock, (b) parties who are interested in purchasing sufficient Common Stock to result in such party becoming a holder of 4.5 percent or more of Beneficial Ownership of any class (or series) of Common Stock, and (c) any "50 percent shareholder" seeking to claim a worthless stock deduction.

12. To maximize the use of the Tax Attributes and enhance recoveries for the Debtors' stakeholders, the Debtors seek limited relief that will enable them to closely monitor certain transfers of Beneficial Ownership of Common Stock and certain worthless stock deductions with respect to Beneficial Ownership of Common Stock so as to be in a position to act expeditiously to prevent such transfers or worthlessness deductions, if necessary, with the purpose of preserving the Tax Attributes. By establishing and implementing such Procedures, the Debtors will be in a

corporation's applicable assets over their fair market value (as determined for purposes of section 382 of the Tax Code) immediately prior to the ownership change. Tax Code § 382(h)(3)(A)(i). Once a net unrealized built-in loss is limited under section 382 or 383 of the Tax Code, its use is limited for 5 years.

6 Realized built-in losses that are deducted beginning after the expiration of a five-year "recognition period" are no longer subject to limitation, but any realized built-in losses that are deducted prior to the expiration of such period are limited forever.

position to object to "ownership changes" that threaten their ability to preserve the value of their Tax Attributes for the benefit of the estates.

II. Proposed Procedures for Transfers of or Declarations of Worthlessness with Respect to Common Stock.

13. The Procedures are the mechanism by which the Debtors propose that they will monitor and, if necessary, object to certain transfers of Beneficial Ownership of Common Stock to ensure preservation of Tax Attributes. The Procedures, attached as **Exhibit 1** to the Interim Order and Final Order, are detailed below:

a. Procedures for Transfers of Common Stock.

i. Any entity (as defined in section 101(15) of the Bankruptcy Code) that is a Substantial Shareholder must file with the Court, and serve upon the Disclosure Parties (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 this 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.

ii. "Disclosure Parties" means (a) the Debtors, 500 Plaza Drive, Secaucus, New Jersey 07094, Attn. Kenneth Li; (b) proposed co-counsel to the Debtors, (i) White & Case LLP, 1221 Avenue of Americas, New York, New York 10020, Attn: Gregory Pesce (gregory.pesce@whitecase.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601 Attn: Michael Sirota (msirota@coleschotz.com); (c) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (i) 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 (ii) 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); (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (i) 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 (ii) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); and (e) 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. 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").

iv. 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** (each, a "Declaration of Intent to Transfer Common Stock," and together with a Declaration of Intent to Accumulate Common Stock a "Declaration of Proposed Transfer").

v. 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 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.

vi. For purposes of these Procedures: (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.

b. Procedures for Declarations of Worthlessness of Common Stock

i. Any person or entity that currently is or becomes a 50-Percent Shareholder[7] 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 **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 this 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

[7] 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).

50-Percent Shareholder has been filed.

ii. 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**.

(1) 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.

(2) 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 (20) day waiting period. To the extent that the Debtors receive an appropriate Declaration of Intent to Claim a Worthless Stock Deduction and determine in their business judgment not to object, they shall provide notice of that decision as soon as is reasonably practicable to 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.

c. Notice Procedures

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. The Debtors may waive in writing any and all restrictions, stays, and notification Procedures contained in the Notice of Interim Order or Notice

of Final Order, as applicable.

Basis for Relief

I. The Tax Attributes are Property of the Debtors' Estates and are Entitled to Court Protection.

14. Section 541 of the Bankruptcy Code provides that property of the estate comprises, among other things, "all legal or equitable interests of the debtor in property as of the commencement of the case." 11 U.S.C. § 541(a)(1). The Tax Attributes are property of the Debtors' estates. *Prudential Lines Inc.*, 928 F.2d 565, 573 (2d Cir. 1991) ("We hold that the right to a carryforward attributable to its . . . NOL was property of [the debtor's] bankruptcy estate."), *cert. denied*, 502 U.S. 821 (1991); *Off. Comm. of Unsecured Creditors v. Forman* (*In re Forman Enters., Inc.*), 273 B.R. 408, 416 (Bankr. W.D. Pa. 2002) (finding that NOLs are property of the debtors' estates); *Nisselson v. Drew Indus., Inc.* (*In re White Metal Rolling & Stamping Corp.*), 222 B.R. 417, 424 (Bankr. S.D.N.Y. 1998) (same). In *Prudential Lines*, the Bankruptcy Court for the Southern District of New York enjoined a parent corporation from taking a worthless stock deduction with respect to its wholly owned debtor subsidiary on the grounds that doing so would destroy its debtor-subsidiary's NOLs. In issuing the injunction, the court held that a "debtor's potential ability to utilize [net operating losses] is property of [the] estate." 107 B.R. at 838.

15. Moreover, section 362(a)(3) of the Bankruptcy Code stays "any act [of a person or entity] to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(3). Accordingly, any act of a holder of Common Stock that causes the termination or limits use of the NOLs violates the automatic stay. *See*, *e.g.*, *Prudential Lines*, 928 F.2d at 574 (holding that causing the termination of or adversely affecting the value of a debtor's NOL violates the automatic stay); *In re Phar-Mor, Inc.*, 152 B.R. 924, 927 (Bankr. N.D. Ohio 1993) ("the sale of stock is prohibited by § 362(a)(3) as an exercise

of control over the NOL, which is property of the estate."); *In re Grossman's, Inc.*, Case No. 97-695 (PJW) (Bankr. D. Del. Oct. 9, 1997) (noting that the debtors' net operating loss carry-forwards are property of the debtors' estates protected by the automatic stay provisions of the Bankruptcy Code). A bankruptcy court may also issue a permanent injunction to protect a debtor's NOLs pursuant to the court's equitable powers under section 105(a) of the Bankruptcy Code. *Prudential Lines*, 928 F.2d at 574.

16. Accordingly, because the Debtors' Tax Attributes are property of their estates, this Court has authority under sections 362 and 105(a) of the Bankruptcy Code to enforce the automatic stay by restricting the transfer of Common Stock of the Debtors and claims of worthless stock deductions thereto that would jeopardize the Debtors' ability to fully utilize these valuable assets.

II. The Procedures are Necessary and in the Best Interests of the Debtors, their Estates, and their Creditors.

17. Preserving the availability of the Debtors' Tax Attributes is crucial to avoid the potential incurrence of tax liability during these chapter 11 cases or future tax periods. Consequently, the Debtors believe that the Procedures should be established immediately to ensure that certain transfers of Beneficial Ownership of Common Stock and declarations of worthlessness with respect to Common Stock are either precluded or closely monitored and made subject to the Court's approval.

18. The Debtors respectfully submit that the Procedures must be implemented as soon as possible. Even if a transfer of Beneficial Ownership of Common Stock or a claim of a worthless stock deduction with respect to Common Stock were to be null and void under section 362 of the Bankruptcy Code, or as a result of a final order of the Court that prohibited such transfer or deduction retroactively to the Petition Date, under U.S. federal income tax law, such transfer or deduction nevertheless may be regarded as having occurred for tax purposes, in which event the

Debtors' estates could suffer an irrevocable loss of value. Accordingly, if such a transfer or deduction occurs that limits the Debtors' ability to utilize their Tax Attributes under section 382 of the Tax Code, the Debtors' ability to realize the value of their Tax Attributes may be permanently diminished. The relief requested, therefore, is crucial to prevent an irrevocable diminution of the value of the Debtors' estates to the detriment of all of the Debtors' stakeholders.

19. It is in the best interests of the Debtors and their stakeholders to restrict transfers of Beneficial Ownership of Common Stock and claims of worthless stock deductions with respect to Common Stock that could result in an Ownership Change before the effective date of any chapter 11 plan or any applicable Court order. These restrictions would permit the Debtors to utilize the Tax Attributes, if necessary, to offset gain or other income recognized in connection with the Debtors' ownership of their assets and operation of their business. For the foregoing reasons, the relief requested herein is necessary, appropriate, and in the best interests of the Debtors, their estates, and all other parties in interest in these chapter 11 cases.

III. The Requested Relief is Narrowly Tailored.

20. The requested relief does not bar all trading or declarations of worthlessness with respect to the Common Stock. The Debtors seek only to establish procedures enabling them to monitor certain transfers of Beneficial Ownership of Common Stock and declarations of worthlessness with respect to Common Stock that pose a serious risk to the Debtors' ability to preserve and utilize their Tax Attributes, so as to preserve the Debtors' ability to seek substantive relief if it appears that a proposed transfer or declaration of worthlessness with respect to Common Stock would jeopardize the use of their Tax Attributes. Because of the Tax Attributes' importance to the Debtors' restructuring and future taxable periods, and thus to all parties in interest, implementation of the requested relief outweighs subjecting a limited number of transfers or declarations of worthlessness with respect to Common Stock to the procedures described above.

21. Moreover, the Debtors submit that the foregoing notice procedures satisfy due process and the strictures of Bankruptcy Rule 9014 by providing the counterparties with a notice and an opportunity to object and attend a hearing. *See*, *e.g.*, *In re Colo. Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (noting that hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest.

22. Courts in this district routinely approve relief similar to that requested herein. *See, e.g., In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Mar. 3, 2026) (order establishing notice and hearing procedures that must be satisfied before certain transfers of equity interests, or of any beneficial interest therein, could be deemed effective); *In re Pretium Packaging, L.L.C.*, No. 26-10896 (CMG) (Bankr. D.N.J. Feb. 18, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) (same); *In re New Rite Aid*, No. 25-14861 (MBK) (Bankr. D.N.J. June 9, 2025) (same).

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

23. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is

"needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

24. To the extent that any aspect of the relief sought herein constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Reservation of Rights

25. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

26. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

27. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

28. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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**.

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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) (Joint Administration Requested)

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) (Joint Administration Requested)

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) (Joint Administration Requested)

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) (Joint Administration Requested)

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) (Joint Administration Requested)

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
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
aparracriste@whitecase.com
varoon.sachdev@whitecase.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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) (Joint Administration Requested)

[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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Proposed Co-Counsel to Debtors and Debtors in Possession

Exhibit B

Proposed Final Order

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

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

FINAL 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

The relief set forth on the following pages, numbered three (3) through eight (8), 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 *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 a final order (this "Final 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 *ab initio*; 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 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

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

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 a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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' Tax Attributes are property of the Debtors' estates and are protected by section 362(a) of the Bankruptcy Code.

5. The Procedures, as set forth in **Exhibit 1** (including **Exhibits 1A** through **1F**) attached hereto, are hereby approved, on a final 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.

6. 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*.

7. 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*.

8. 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*.

9. The transfer agent for the Common Stock is ordered and authorized to provide directly to Omni Agent Solutions, 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.

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

11. The Debtors shall post the Procedures to the website established by Omni Agent Solutions, Inc. 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.

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

13. The requirements set forth in this Final 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.

14. The relief granted in this Final Order is intended solely to permit the Debtors to protect, preserve, and maximize the value of their Tax Attributes; accordingly, nothing in this Final 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 Common Stock under the Debtors' chapter 11 plan or any applicable bankruptcy court order.

15. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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 to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

17. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final 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. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Final 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 Final 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 4.5 percent of any individual class (or series) of Common Stock; 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 **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 Final

[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.

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 at 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) (Joint Administration Requested)

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 *Final 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 Final 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) (Joint Administration Requested)

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 *Final 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 "Final Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Final 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 Final 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) (Joint Administration Requested)

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 *Final 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 "Final Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Final 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 Final 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) (Joint Administration Requested)

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 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, 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 *Final 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 "Final Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Disclosure Parties (as defined in the Final Order), on or before the later of (a) twenty (20) calendar days after the date of the Notice of Final 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) (Joint Administration Requested)

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

[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.

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 *Final 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 "Final 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 Final 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
Facsimile: (212) 354-8113
gregory.pesce@whitecase.com

- and -

Andrew F. O'Neill (*pro hac vice* pending)
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aoneill@whitecase.com

- and -

Amanda Parra Criste (*pro hac vice* pending)
Varoon Sachdev (*pro hac vice* pending)
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aparracriste@whitecase.com
varoon.sachdev@whitecase.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

COLE SCHOTZ P.C.
Michael D. Sirota
Warren A. Usatine
Seth Van Aalten (*pro hac vice* pending)
Justin R. Alberto (*pro hac vice* pending)
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dharris@coleschotz.com

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) (Joint Administration Requested)

[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 FINAL 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 a *Final 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 "Final Order")[2] approving procedures for certain transfers of and declarations

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

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

PLEASE TAKE FURTHER NOTICE that, pursuant to the Final 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 Final 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 Final 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 Final 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 Final 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 Final Order, failure to follow the procedures set forth in the Final 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 Final Order expressly conditions or restricts trading in or the declaration of worthlessness with respect to Common Stock, nothing in the Final 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 Final 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.

Dated: [●]

/s/ DRAFT

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
aparracriste@whitecase.com
varoon.sachdev@whitecase.com

Proposed Co-Counsel to Debtors and Debtors in Possession

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
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msirota@coleschotz.com
wusatine@coleschotz.com
svanaalten@coleschotz.com
jalberto@coleschotz.com
dharris@coleschotz.com

Proposed Co-Counsel to Debtors and Debtors in Possession

THIS IS **EXHIBIT "E"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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
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aoneill@whitecase.com

- and -

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) continue using their cash management system, (ii) honor certain prepetition obligations related thereto, and (iii) maintain existing debtor 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 a Financing Order (as defined herein), to any postpetition Intercompany Transactions whereby a Debtor extends credit to a Non-Debtor

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

Subsidiary (as defined herein); (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 (as defined herein); and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors

reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Cash Management System

I. Overview.

7. In the ordinary course of business, the Debtors use a complex centralized cash management system to collect receipts, pay invoices, fund payroll, and fund its operational expenses (the "Cash Management System"), a schematic of which is attached to the Interim Order and Final Order as **Exhibit 1** (the "Cash Management System Schematic"). The Cash Management System connects collections from customers with disbursements that fund the Debtors' daily operations. It also enables the Debtors to facilitate cash forecasting and reporting, monitor collection and disbursement of funds, allocate working capital across its many local operations, control the Debtors' bank accounts, and maintain separate accounting for each Debtor in accordance with generally accepted accounting principles.

8. Given the economic and geographic scale of Debtors' business, any disruption to the Cash Management System would have an immediate adverse effect on the Debtors' operations,

to the detriment of its estates and stakeholders. To minimize the disruption caused by the filing of these chapter 11 cases and to maximize the value of Debtors' estates, the Debtors request authority to continue using the Cash Management System in substantially the form in which it currently exists.

II. The Bank Accounts.

9. As of the Petition Date, the Cash Management System comprises approximately thirty-one (31) bank accounts (the "Bank Accounts"). Each of the Bank Accounts identified below is owned by a Debtor or a Non-Debtor Affiliate. Each Bank Account is held at one of four (4) depository banks in the United States, Canada, and Puerto Rico (collectively, the "Cash Management Banks"). The Bank Accounts hold deposits denominated in United States Dollars (USD) or Canadian Dollars (CAD). As of the Petition Date, the Debtors hold approximately $2 million in total cash across the Bank Accounts.

10. The Cash Management Banks are FDIC-insured or insured by the equivalent governmental deposit scheme in the applicable local jurisdiction. A complete list of Bank Accounts is attached to the Interim Order and Final Order as **Exhibit 2**.

11. The Bank Accounts are listed below by function in the following categories (each, as defined herein): (a) Collection Accounts; (b) Concentration Accounts; (c) Operating Accounts; (d) Disbursement Accounts; (e) Other Bank Accounts; and (f) the Adequate Assurance Account.

Bank Accounts[3]	Description of the Bank Accounts
Collection Accounts The Children's Place, Inc. Wells Fargo Bank, N.A. x2594 Wells Fargo Bank, N.A. x2388	The Debtors maintain four (4) Bank Accounts that collect funds from various sources (each, a "Collection Account"). All four (4) of the Collection Accounts are denominated in USD and are held at banks in the United States or Puerto Rico. Three (3) Collection Accounts support United States operations and one (1) supports Puerto Rico operations. Two (2) Collection Accounts are subject to blocked account arrangements. The account held at Wells Fargo

[3] All Bank Accounts hold USD unless otherwise stated.

Bank Accounts[3]	Description of the Bank Accounts
The Children's Place International, LLC J.P. Morgan Chase Bank, N.A. x7750 The Children's Place (Barbados) Inc. Banco Popular Puerto Rico x7890	and ending in x2594 is subject to a blocked account arrangement in favor of Wells Fargo Bank, National Association, as administrative agent and collateral agent under the Debtors' prepetition asset-based revolving credit facility (in such capacity, the "Prepetition ABL Agent"), as first-priority secured party, and Crystal Financial LLC d/b/a SLR Credit Solutions, as administrative agent under the Debtors' prepetition term loan facility (in such capacity, the "Prepetition Term Loan Agent"), as second-priority secured party. With respect to the account held at J.P. Morgan Chase Bank, N.A. and ending in x7750, the account is subject to a letter of direction from the Prepetition Term Loan Agent. Otherwise, funds collected in the Collection Accounts are regularly transferred, either automatically or manually, into a Concentration Account or an Operating Account.
Concentration Accounts The Children's Place, Inc. J.P. Morgan Chase Bank, N.A. x7701 Wells Fargo Bank, N.A. x6575 The Children's Place (Canada), LP TD Commercial Banking x2552 (CAD)	The Debtors maintain three (3) Bank Accounts—the J.P. Morgan Chase account ending in x7701, the Wells Fargo account ending in x6575, and the TD Commercial Banking account ending in x2552 (the "Concentration Accounts")—dedicated to pooling funds within the Cash Management System. The Concentration Account ending in x7701 is subject to a blocked account arrangement in favor of the Prepetition ABL Agent, as first-priority secured party, and the Prepetition Term Loan Agent, as second-priority secured party. Funds pooled in the Concentration Accounts are regularly swept, either automatically or manually, into the Operating Accounts to fund the Debtors' ordinary course disbursements.
Operating Accounts The Children's Place, Inc. J.P. Morgan Chase Bank, N.A. x7719 The Children's Place Services Company, LLC J.P. Morgan Chase Bank N.A. x7743 The Children's Place (Barbados) Inc. Banco Popular Puerto Rico x5991 The Children's Place (Canada), LP TD Commercial Banking x2498 (CAD) TD Commercial Banking x5883	The Debtors maintain five (5) Bank Accounts that function as operating accounts (the "Operating Accounts"), including to process wires and debit transactions, tariff refunds, duty payments, receive store cash and credit card receipts and process or fund business disbursements, including sales tax, payroll, benefits, bank fees, and vendor payments, as well as intercompany transfers. The J.P. Morgan Chase Bank, N.A. account ending in x7719 is subject to a blocked account arrangement in favor of the Prepetition ABL Agent, as first-priority secured party, and the Prepetition Term Loan Agent, as second-priority secured party.
Disbursement Accounts The Children's Place, Inc. J.P. Morgan Chase Bank, N.A. x7727 Wells Fargo Bank, N.A. x6669	The Debtors maintain six (6) Bank Accounts that fund disbursements to various third parties (the "Disbursement Accounts"), including with respect to payroll and other employee obligations, rent and occupancy costs, and merchandise vendor and supplier payments. The Disbursement Accounts are funded as needed from the Operating Accounts or Collection Accounts to settle payments owed to various parties.

Bank Accounts[3]	Description of the Bank Accounts
The Children's Place (Canada), LP TD Commercial Banking x2226 (CAD) TD Commercial Banking x5980 The Children's Place (Barbados) Inc. Banco Popular Puerto Rico x6009 Banco Popular Puerto Rico x6017	
Other Bank Accounts The Children's Place, Inc. J.P. Morgan Chase Bank, N.A. x7735 J.P. Morgan Chase Bank, N.A. x8886 Wells Fargo Bank, N.A. x8657 Wells Fargo Bank, N.A. x4096 TCP Brands, LLC J.P. Morgan Chase Bank, N.A. x8877 Wells Fargo Bank, N.A. x5427 TCP Canada, Inc. TD Commercial Banking x1847 (CAD) thechildrensplace.com, inc. J.P. Morgan Chase Bank, N.A. x7776 Wells Fargo Bank, N.A. x4104 The Children's Place International, LLC Wells Fargo Bank, N.A. x6583 The Children's Place Services Company, LLC Wells Fargo Bank, N.A. x6617 TCP Ethiopia Holding Company, LLC J.P. Morgan Chase Bank, N.A. x7381	This row consolidates miscellaneous Bank Accounts maintained by the Debtors or their Non-Debtor Affiliates in the ordinary course of business that do not fall within the Collection Accounts, Concentration Accounts, Operating Accounts, or Disbursement Accounts categories described above. As of the Petition Date, all such accounts hold no funds or *de minimis* amounts, except for the Wells Fargo Bank, N.A. account ending in x4096, which currently receives collections swept from the J.P. Morgan Chase Bank, N.A. account ending in x7750 at the request of the Prepetition Term Loan Agent, as a Term Loan Priority Account (as defined in the Intercreditor Agreement). The account held at J.P. Morgan Chase Bank, N.A. and ending in x7735 is subject to a blocked account arrangement in favor of TRMEF Basis II LLC.
Adequate Assurance Account The Children's Place, Inc. Wells Fargo Bank, N.A. x2370	The Debtors utilize the Wells Fargo Bank, N.A. account ending in x2370 as the Adequate Assurance Account[4] in these chapter 11 cases.

[4] As defined in 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*, filed contemporaneously herewith.

III. Payment Processing Fees.

12. In the ordinary course of business, the Debtors accept payment in several formats, in addition to accepting cash payments at their brick-and-mortar retail locations. To process payments from customers that are not made in cash, the Debtors utilize the payment processing services of several payment processors, including, among others, Adyen, PayPal (through Braintree), Venmo (through Adyen), Afterpay, and Comenity Capital Bank (with respect to the Debtors' private label credit card program) (collectively, the "Payment Processors," and the services provided by the Payment Processors, the "Payment Processing Services").

13. The Debtors are party to certain agreements with the Payment Processors, pursuant to which the Payment Processors charge the Debtors fees for the Payment Processing Services (the "Payment Processing Fees"). As of the Petition Date, the Debtors estimate that they owe approximately $958,000 on account of unpaid Payment Processing Fees. Given that a substantial portion of payments the Debtors receive are not made in cash, the Payment Processing Services are critical to the Debtors' ability to generate revenue.

14. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the unpaid Payment Processing Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

IV. Transport Fees.

15. In the ordinary course of business, the Debtors incur certain fees in connection with the transport of cash generated at the Debtors' brick-and-mortar retail locations (the "Transport Fees"). Garda, the Debtors' third-party armored car and security provider (in such capacity, the "Security Provider"), makes regularly scheduled cash pickups at many of the Debtors' retail stores and thereafter delivers the cash to nearby branches of the Cash Management Banks. As of the Petition Date, the Debtors estimate that they owe approximately $160,000 on account of unpaid

Transport Fees. The Security Provider is an essential component of the Debtors' Cash Management System—without it, the Debtors would not be able to safely transport cash to the Cash Management Banks on a regular basis.

16. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of any unpaid Transport Fees as they become due and payable and to continue making such payments in the ordinary course of the Debtors' business.

V. Credit Card Program.

17. As part of the Cash Management System, the Debtors provide corporate purchasing cards administered by American Express to certain employees to pay for various travel, procurement, and store operating expenses in the ordinary course of business (the "Credit Card Program"). As of the Petition Date, there are active cards associated with the Credit Card Program (the "Corporate Cards"). Charges to the Corporate Cards are billed directly to the Debtors without any payment by or reimbursement from the cardholder. In the ordinary course of business the Debtors' current spending under the Credit Card Program varies on a day to day basis, and the Debtors believe amounts are outstanding under the Credit Card Program as of the Petition Date.

18. The Credit Card Program is integral to the Cash Management System and to the continued operation of the Debtors' business. Specifically, the Credit Card Program enables the Debtors' personnel to segregate spending on work-related expenses and make quick and efficient payments necessary to maintain the Debtors' ordinary course operations. As of the Petition Date, the Debtors estimate that they owe approximately $64,767 on account of the Credit Card Program. Accordingly, the Debtors request authority, but not direction, to continue the Credit Card Program and satisfy any valid obligations that arise in connection therewith in the ordinary course of business as they become due and payable.

VI. Bank Fees.

19. In the ordinary course of business, the Debtors incur and pay, honor, or allow to be deducted from the appropriate Bank Accounts periodic service charges, costs, and other fees charged by the Cash Management Banks in connection with maintaining the Cash Management System (collectively, the "Bank Fees").

20. The Cash Management Banks assess gross service charges while providing earnings credits that are applied against those charges. The Bank Fees are incurred in the ordinary course of business, and the Debtors believe amounts are outstanding as of the Petition Date.

21. The Debtors request authority, but not direction, to pay (or to permit the payment of) any Bank Fees in the ordinary course of business, regardless of whether any Bank Fees accrued before or after the Petition Date.

VII. Intercompany Transactions and Claims.

22. The Debtors and their Non-Debtor Subsidiaries operate as a single, integrated global enterprise under common management. In the ordinary course of business, the Debtors engage in intercompany transfers (such transactions, the "Intercompany Transactions") with each other and with their direct and indirect wholly owned non-Debtor subsidiaries (the "Non-Debtor Subsidiaries"),[5] resulting in intercompany claims and investments (the "Intercompany Claims").

23. The Debtors' Intercompany Transactions reflect, among other things, the reimbursement of shared corporate and administrative expenses, including payroll, benefits, insurance, and other overhead costs, that are initially paid by a shared-services or corporate Debtor entity on behalf of an operating subsidiary and subsequently reimbursed in the ordinary course of

[5] The Non-Debtor Subsidiaries do not include, and none of the Intercompany Transactions involve any payment or transfer 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.

business. In addition, from time to time, the Debtors receive and owe money to and from international non-Canadian Non-Debtor Subsidiaries.

24. The Intercompany Transactions are an essential component of the Debtors' operations and Cash Management System. Any interruption of the Intercompany Transactions would severely disrupt the Debtors' operations and greatly harm the Debtors' estates and their stakeholders. Accordingly, the Debtors seek authority—and, to the extent applicable, relief from the automatic stay—to continue the Intercompany Transactions (including with respect to "netting" or setoffs) in the ordinary course of business on a postpetition basis, in a manner substantially consistent with the Debtors' past practice. In addition, the Debtors seek authority to grant superpriority administrative expense status to any postpetition Intercompany Transaction whereby a Debtor extends credit to a Non-Debtor Subsidiary, in accordance with the terms and conditions of any budget or cash flow forecasts approved pursuant to any interim or final order entered by the Court approving the Debtors' entry into any postpetition financing facility and/or authorizing the use of cash collateral (any "Financing Order"); provided, however, that no such superpriority administrative expense status shall become effective unless and until the Debtors have provided at least three (3) business days' prior written notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases, and no objection to such relief has been timely asserted. The Debtors will continue to track postpetition Intercompany Transactions consistent with historical practice and, in accordance with the terms and conditions of any budget or cash flow forecasts in connection with any Financing Order.

VIII. Compliance With the Bankruptcy Code and U.S. Trustee Guidelines.

A. Compliance with U.S. Trustee Guidelines and Section 345 of the Bankruptcy Code.

25. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money of a debtor's estates, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). To comply with section 345 of the Bankruptcy Code, the Region 3 Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the "U.S. Trustee Guidelines") for the United States Trustee for the District of New Jersey (the "U.S. Trustee") generally require chapter 11 debtors to, among other things, deposit all estate funds into accounts with an Authorized Depository. Section 345(b) of the Bankruptcy Code requires a debtor's bank to post a bond unless a debtor's funds are "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States." *Id.* § 345(b).

26. One of the Debtors' Cash Management Banks, TD Commercial Banking, is located in Canada and holds Bank Accounts used to support the Debtors' integrated Cash Management System for their Canadian operations (the "TD Bank Accounts"). TD Commercial Banking is an affiliate of TD Bank, N.A., which is listed as a U.S. Trustee Region 3 Authorized Depository, and is subject to regulation and oversight by the Office of the Superintendent of Financial Institutions (Canada) that is substantially similar to the regulation and oversight to which FDIC-insured U.S. depository institutions are subject, including with respect to capital adequacy and prudential supervision.

27. Absent relief from section 345(b), the Debtors would be required to close the TD Bank Accounts and transfer all funds held there to a newly opened account at a U.S. Trustee Region 3 Authorized Depository, which would disrupt the Debtors' Canadian operations without any corresponding benefit to the Debtors' estates or creditors.

28. Accordingly, the Debtors request (a) pursuant to the Interim Order, a forty-five (45) day extension to come into compliance with section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts, without prejudice to the Debtors' right to seek an additional extension, and (b) pursuant to the Final Order, a waiver of the requirements of section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts. Given the integrated nature of the Cash Management System and the comparable regulatory treatment of TD Commercial Banking described above, cause exists to grant this relief.

29. Separately, although the Debtors are requesting that they not be required to close any Bank Accounts, the Debtors may determine, in their reasonable business judgment, that opening new Bank Accounts and/or closing existing Bank Accounts in the ordinary course of business is in the best interest of their estates. While the Debtors do not currently have plans to open new Bank Accounts, the Debtors request authority to open any new Bank Accounts or close existing Bank Accounts as they may deem necessary and appropriate in their sole discretion.

B. Compliance with U.S. Trustee Guidelines as to Business Forms and Books and Records.

30. Additionally, in the ordinary course of business, the Debtors use preprinted business forms, including letterhead, and invoices (collectively, the "Business Forms"). To minimize expense and avoid confusion, the Debtors respectfully request authority to continue using their existing Business Forms, substantially in the forms existing immediately prior to the Petition Date and without reference to the Debtors' status as debtors in possession; provided, that once the Debtors' existing check stock is exhausted, the Debtors shall, when reordering checks, require the designation "Debtors in Possession" and the corresponding lead bankruptcy case number on all checks; provided, further, that, with respect to checks the Debtors or their agents produce electronically, the Debtors shall begin printing the "Debtors in Possession" legend and

the corresponding lead case number on such items within fourteen (14) calendar days after entry of the Interim Order.

31. The Debtors maintain books and records that document their financial results and operating information (the "Books and Records"). Consistent with the U.S. Trustee Guidelines, the Debtors will maintain their Books and Records to the same extent as prior to the Petition Date and will distinguish between prepetition and postpetition activity.

32. In the ordinary course, the Debtors make and receive payments by wires, ACH transfers, direct deposits, credit card settlements, and other similar methods. Continuity of these payment channels is essential to the Debtors' ability to manage payroll, vendor disbursements, and credit card settlements. The Debtors respectfully request authority to continue using these customary payment methods in the ordinary course and consistent with prepetition practice.

Basis for Relief Requested

I. Maintaining the Existing Cash Management System Is Essential to Maximizing the Value of the Debtors' Estates.

33. The Cash Management System constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System provides material benefits to the Debtors including, among other things, the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information. Thus, to ensure the stable operation of the Debtors' business and realize the benefits of the Cash Management System, the Debtors should be allowed to continue using the Cash Management System and should not be required to open new bank accounts.

34. Under 28 U.S.C. § 586(a)(3) and the U.S. Trustee Guidelines, debtors in possession are required to, among other things: (a) close all existing bank accounts and open new debtor-in-

possession accounts; (b) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (c) maintain a separate debtor-in-possession account for cash collateral; and (d) obtain checks that bear the designation "Debtors in Possession" and reference the bankruptcy case number and type of account on such checks (collectively, the "Accounting Requirements"). The Accounting Requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims. Considering the breadth and complexity of the Debtors' international businesses and financial affairs and the sheer volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, enforcement of the Accounting Requirements during these chapter 11 cases would severely disrupt the ordinary financial operations of the Debtors by imposing inefficiencies and unnecessary expenses.

35. Notwithstanding the Accounting Requirements, continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Bankruptcy courts regularly treat requests for authority to continue using existing cash management systems as a relatively "simple matter[.]" *In re Baldwin United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In granting such relief, courts recognize that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993). In *Columbia Gas*, the Third Circuit emphasized that requiring a debtor to maintain separate accounts "would be a huge

administrative burden and economically inefficient." *Columbia Gas*, 997 F.2d at 1061; *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that the debtor's cash management system allowed it "to administer more efficiently and effectively its financial operations and assets").

36. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. Importantly, the Cash Management System provides the Debtors with the ability to, among other things, quickly assess the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption of the Cash Management System could have a severe negative effect on the Debtors' restructuring efforts.

37. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Maintaining the current Cash Management System will also allow the Debtors' treasury and accounting employees to focus on their daily responsibilities as opposed to the non-accretive task of reconstructing the Cash Management System. Finally, the Debtors can distinguish between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. With the protective measures put in place by the Debtors and their advisors, the benefits of continuing the Cash Management System decidedly outweigh the costs.

38. Parties in interest will not be harmed by the Debtors maintaining the Cash Management System, including maintenance of the Bank Accounts and the Intercompany

Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and stakeholders.

39. In addition, all Cash Management Banks where the Debtors maintain Bank Accounts have been or are in the process of being advised not to honor checks, drafts, or other requests for payment issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and as directed by the Debtors. Therefore, the goals of the U.S. Trustee Guidelines can be satisfied, and the Debtors' creditors will be protected without closing the Bank Accounts.

40. As part of the requested relief, the Debtors also seek a waiver of the requirement to establish specific bank accounts for tax payments. The Debtors' tax obligations can be paid out of the Bank Accounts as they are in the ordinary course of business, and the U.S. Trustee can adequately monitor the flow of funds into, among, and out of the accounts, as set forth in the Accounting Requirements. Moreover, the creation of a new debtor-in-possession account designated solely for tax obligations would be unnecessary and inefficient.

41. For these reasons, the Debtors submit that cause exists to continue to allow the Debtors to use the existing Bank Accounts as described herein. The Debtors will work in good faith with the U.S. Trustee, however, to resolve any concerns regarding the continued use of these accounts on a postpetition basis.

42. Courts in this and other districts have regularly allowed debtors in large chapter 11 cases to maintain their existing cash management systems and such relief generally is non-controversial. *See, e.g.*, *LIV Golf New Jersey LLC*, 26-20189 (MKB) (Bankr. D.N.J. Oct. 8, 2026) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition on a final basis); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Apr. 16, 2026); *FreshRealm, Inc.,* 26-14656 (MEH) (Bankr. D.N.J. June 2, 2026); *In re STG Logistics, Inc.,* 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026 (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re Whittaker, Clark & Daniels, Inc*., No. 23-13575 (MBK) (Bankr. D.N.J. June 6, 2023) (same).[6]

II. The Debtors Should be Authorized to Pay Prepetition Obligations Relating to the Cash Management System.

43. Section 363(b) of the Bankruptcy Code permits the Debtors, subject to Court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting section 363(b) of the Bankruptcy Code provides "broad flexibility" to authorize a debtor to honor prepetition claims where appropriate business justification exists).

44. Paying prepetition amounts associated with the Cash Management System, including Bank Fees, Payment Processing Fees, Transport Fees, and amounts outstanding under

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

the Credit Card Program, including amounts associated with customer refunds, reflects sound business judgment. The Cash Management System enables the Debtors to quickly assess the location and amount of funds, track and control cash centrally, ensure liquidity, and reduce administrative costs through coordinated collections and disbursements, including the processing of customer refunds in the ordinary course of business. Given the size and complexity of the Debtors' operations, any disruption to the Cash Management System or these ordinary-course practices could impair the Debtors' restructuring efforts, disrupt the Debtors' operations and relationships with customers and other stakeholders, and impose needless costs on creditors and other stakeholders. By contrast, maintaining the Cash Management System and related ordinary-course practices will facilitate a smooth transition into chapter 11 by minimizing administrative inefficiencies and delays in paying postpetition obligations and allowing treasury and accounting personnel to focus on core responsibilities rather than building a new system.

45. Nonpayment of prepetition Bank Fees, Payment Processing Fees, or Transport Fees, or prepetition amounts related to the Credit Card Program, would cause immediate harm to the estates. If the Debtors do not pay prepetition Bank Fees, their banking relationships may be materially harmed, and management may be forced to devote time and resources to avoidable disputes with the Cash Management Banks. Moreover, the Cash Management Banks likely have rights of setoff with respect to unpaid Bank Fees. Absent payment of Payment Processing Fees, the Payment Processors may refuse to continue providing Payment Processing Services, which would significantly impair the Debtors' ability to accept non-cash payments and generate revenue. Absent payment of Transport Fees, the Debtors' ability to safely transport cash from their retail locations to the Cash Management Banks could be disrupted. Likewise, failure to pay prepetition

amounts outstanding under the Credit Card Program would significantly disrupt employees' ability to perform ordinary-course duties.

46. Accordingly, authorizing the Debtors to continue operating the Cash Management System in the ordinary course and to pay prepetition Bank Fees, Payment Processing Fees, Transport Fees, and amounts outstanding under the Credit Card Program is a sound exercise of business judgment. The requested relief will preserve the Debtors' existing cash management practices, avoid unnecessary disruption to the Debtors' operations during these chapter 11 cases, maintain critical banking and payment relationships, and maximize value for the benefit of the Debtors' estates and all stakeholders.

III. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course, Grant Administrative Priority Status to Postpetition Intercompany Claims Including Debtor Loans, and Grant Superpriority Administrative Expense Status to Extensions of Credit to Non-Debtor Subsidiaries.

47. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor to "enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business . . . and [] use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Additionally, under section 503(b)(1)(A) of the Bankruptcy Code, "[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate . . ." 11 U.S.C. § 503(b)(1)(A).

48. The Debtors seek authority to enter into such Intercompany Transactions in the ordinary course of business. The Cash Management System relies on its ability to process Intercompany Transactions quickly and efficiently. The Debtors' funds move through the Cash Management System as described above. At any given time, there may be Intercompany Claims owed by one Debtor to another Debtor in the ordinary course as part of the Cash Management System. The Debtors track all fund transfers in their accounting system and can ascertain, trace,

and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and their estates.

49. Further, granting the Debtors relief to continue Intercompany Transactions between each other (and to honor any prepetition obligations with respect thereto) is warranted under the circumstances. If such Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the Debtors' and their estates' detriment.

50. The Debtors anticipate that postpetition Intercompany Transactions will be consistent with those made prepetition. Accordingly, the Debtors submit that the Intercompany Transactions are in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such transactions and to honor their obligations with respect thereto.

51. Because the Debtors engage in the Intercompany Transactions on a regular basis and such transactions are common among similar enterprises, the Debtors respectfully submit that postpetition Intercompany Transactions arising in the ordinary course of business are authorized as a matter of law pursuant to section 363(c)(1) of the Bankruptcy Code for which no additional relief is required. However, out of an abundance of caution, the Debtors request authority to continue to enter into the Intercompany Transactions in the ordinary course of business and in accordance with the Interim Order and Final Order.[7]

[7] For the avoidance of doubt, the Debtors request authority 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 practices.

52. Because these transactions represent extensions of intercompany credit made in the ordinary course of the Debtors' operations that are an essential component of the Cash Management System, the Debtors request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order and request that, pursuant to sections 503(b)(1) of the Bankruptcy Code, all postpetition payments (or other transfers of cash, whether to or from the Debtors) from a Debtor to another Debtor or from a Debtor to a Non-Debtor Subsidiary, on account of a postpetition Intercompany Transaction be accorded administrative expense status, subject and junior to any claims, including adequate protection claims, cash collateral and/or claims for postpetition financing, granted in connection with approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

53. In addition, to the extent any postpetition Intercompany Transaction constitutes an extension of credit from a Debtor to a Non-Debtor Subsidiary, the Debtors request that any resulting Intercompany Claim in favor of such Debtor be accorded superpriority administrative expense status pursuant to section 503(b)(1) of the Bankruptcy Code, subject and junior to any claims, including adequate protection claims, cash collateral claims, postpetition financing claims, and any carve-out granted pursuant to any Financing Order, and subject to prior notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases. This relief will ensure that the Debtors' estates are protected to the fullest extent possible in connection with intercompany credit extended to Non-Debtor Subsidiaries in the ordinary course of business.

54. For the reasons set forth herein, continuing Intercompany Transactions is in the best interests of the Debtors, their estates, and parties in interest. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this district. *See, e.g.*, *In re FIHPNP LLC*, No. 26-20876 (MEH) (Bankr. D.N.J. Oct. 29, 2026) (authorizing the continued performance of the intercompany transactions by the debtors on a final basis); *LIV Golf New Jersey LLC*, No. 26-20189 (MKB) (Bankr. D.N.J. Oct. 8, 2026) (same); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Apr. 16, 2026); *FreshRealm, Inc.,* 26-14656 (MEH) (Bankr. D.N.J. June 2, 2026); *In re STG Logistics, Inc.,* 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 6, 2023) (same). [8]

IV. The Court Should Authorize the Debtors to Continue Using Existing Business Forms and Books and Records.

55. To avoid disruption of the Cash Management System and unnecessary expenses, the Debtors request authorization to continue to use the Business Forms and Books and Records substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession.

56. The Debtors submit that parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors likely will be aware of their status as debtors in possession

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

and, thus, changing Business Forms is unnecessary and would be unduly burdensome. The Debtors further submit that once they have exhausted their existing stock of Business Forms, they shall ensure that any new Business Forms are clearly labeled "Debtors in Possession." With respect to any Business Forms that exist or are generated electronically, the Debtors shall ensure that such electronic Business Forms are clearly labeled "Debtors in Possession."

57. The Debtors should also be permitted to maintain their existing Books and Records rather than open a new set as required under the U.S. Trustee Guidelines. The Debtors use a sophisticated recordkeeping system that enables them to consolidate their Books and Records for financial reporting purposes while tracking operations and results of individual entities across their corporate structure. Continued use of the Debtors' current Books and Records, therefore, will maximize efficiency, reduce administrative strain on the Debtors in these chapter 11 cases, and preserve value for the Debtors' stakeholders.

V. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business is Warranted.

58. As discussed above, strict implementation of the U.S. Trustee Guidelines would needlessly interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates. Thus, the Debtors request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or

otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court.

59. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or after the Petition Date. The Debtors also request that, to the extent a bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite implementation of customary item handling procedures, such bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. The Debtors submit that such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

60. Moreover, the Debtors request that the Court authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, and (b) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. The Debtors further request that the Court order that liens on any of the Bank Accounts granted to creditors will not have priority over the Bank Fees of the respective bank at which the Bank Account is located. Finally, the Debtors request that the Court authorize the Debtors to pay any Bank Fees, including prepetition amounts.

61. The relief requested herein is consistent with relief regularly granted by Courts in this and other districts. *See, e.g.*, *LIV Golf New Jersey LLC*, 26-20189 (MKB) (Bankr. D.N.J.

Oct. 8, 2026) (authorizing cash management banks to continue to maintain, service, and administer debtors' bank accounts as accounts of the debtors as debtors in possession on a final basis); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Apr. 16, 2026); *In re FreshRealm, Inc.,* Case No. 26-14656 (MEH) (Bankr. D.N.J. June 2, 2026); *In re STG Logistics, Inc.,* 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026 (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Feb. 6, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 6, 2023) (same).[9]

VI. Cause Exists to Waive the U.S. Trustee Guidelines Regarding Authorized Depositories on an Interim and Final Basis.

62. As set forth above, the TD Bank Accounts are maintained at TD Commercial Banking, a Canadian financial institution, and section 345 of the Bankruptcy Code does not extend Authorized Depository status to non-U.S. financial institutions. The Debtors accordingly seek a waiver of the requirements of section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts.

63. Section 345(b) of the Bankruptcy Code provides that, for deposits that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," the estate must require

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

from the depository institution a bond in favor of the United States, "unless the court for cause orders otherwise." 11 U.S.C. § 345(b).

64. Cause exists to waive the U.S. Trustee Guidelines' Authorized Depository requirement with respect to the TD Bank Accounts. The TD Bank Accounts form part of the Debtors' single, integrated Cash Management System, and TD Commercial Banking is an affiliate of TD Bank, N.A., a U.S. Trustee Region 3 Authorized Depository, that is subject to prudential regulation and oversight by the Office of the Superintendent of Financial Institutions (Canada) substantially similar to the oversight applicable to FDIC-insured U.S. depository institutions.

65. Accordingly, the Debtors request (a) pursuant to the Interim Order, a forty-five (45) day extension to come into compliance with section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts, without prejudice to the Debtors' right to seek an additional extension, and (b) pursuant to the Final Order, a waiver of the requirements of section 345(b) of the Bankruptcy Code with respect to the TD Bank Accounts.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

66. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

67. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

68. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

69. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

70. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

71. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

72. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank.*]

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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.**

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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.

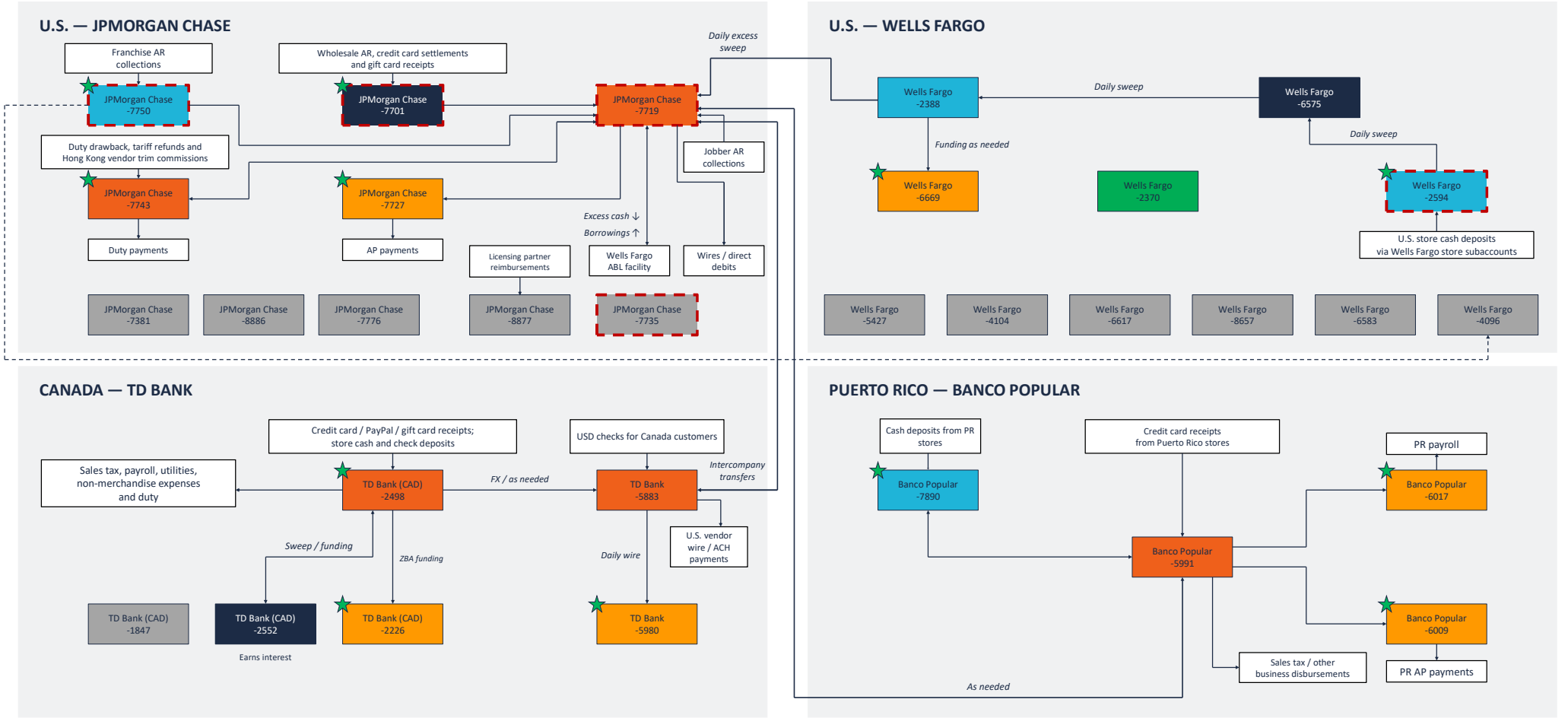
40. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Interim Order.

Exhibit 1

Cash Management System Schematic

TCP – CASH MANAGEMENT SCHEMATIC

THE CHILDREN'S PLACE



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

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	$	-

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 A FINAL WAIVER 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 nineteen (19), 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 *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 a final order (this "Final 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 a Financing Order, to any postpetition Intercompany Transactions whereby a Debtor extends credit to a Non-Debtor Subsidiary; (c) granting the Debtors a final waiver of the deposit and investment requirements set forth in section 345(b) of the Bankruptcy Code with respect to the Debtors' TD Bank Accounts; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having

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

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"), if any; 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 a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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, subject to the terms set forth herein, but not directed, to: (a) 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 to the Interim Order, 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 all of their existing Bank Accounts, including, but not limited to, the Bank Accounts identified on **Exhibit 2** attached to the Interim Order, 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 (a) through (i), such action is taken in the ordinary course of business and consistent with historical practices.

5. 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. With respect to electronically produced checks, the Debtors shall continue to reflect their status as debtors in possession and include the corresponding lead bankruptcy case number thereon.

6. 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.

7. 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 Final Order; provided, subject to paragraph eight (8) of this Final Order, that 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.

8. 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.

9. 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 twelve (12) of this Final Order. For the avoidance of doubt, all deposit account control agreements, blocked account agreements, and similar control agreements with respect to the Bank Accounts, including those in favor of the respective Prepetition Agents, shall continue in full force and effect in accordance with their terms and any Financing Order.

10. The requirements of section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines are hereby waived with respect to the TD Bank Accounts.

11. 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.

12. 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 Final Order, and (c) to the extent required under any Financing Order, subject to a deposit 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.

13. The relief granted in this Final 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."

14. 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 Final 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 case number.

15. 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 Final 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.

16. All banks maintaining any of the Bank Accounts that are provided with notice of this Final 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.

17. 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.

18. 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.

19. Notwithstanding paragraph sixteen (16) or the other terms set forth herein, (i) any bank, including the Cash Management Banks, may rely upon the representations of the Debtors, without a 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 Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored 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 Final Order including in connection with any stop-payment orders issued by the Debtors.

20. 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.

21. 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.

22. 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 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.

23. 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 Final 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 Final 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 Final Order, nor any action taken by the Debtors pursuant to this Final 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.

24. 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.

25. 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.

26. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair 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.

27. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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.

28. 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 Final Order.

29. 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 Final 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 funds 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 Final Order.

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

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

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

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

34. 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.

35. 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.

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

THIS IS **EXHIBIT "F"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages, salaries, other compensation, and reimbursable expenses and (ii) continue the Employee Benefits Programs (as defined herein) in the ordinary course, including payment of certain prepetition obligations related thereto; and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the chapter 11 cases, is set forth in 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") filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 363(b), 363(c), 507(a), 541(b)(1), 541(d), and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No

request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Debtors' Workforce

7. As of the Petition Date, the Debtors and their non-debtor affiliates (collectively, the "Company") employ approximately 7,210 individuals who work in either full-time or part-time positions (including executives, human resources, sales, customer service, marketing, accounting, finance, legal, administrative, and other personnel, the "Employees"), of which approximately 6,911 are employed by the Debtors. Approximately 6,162 of the Company's Employees are located in the United States (the "U.S. Employees") and approximately 1,048 of the Company's Employees are located abroad (the "Foreign Employees"), including approximately 749 in Canada (the "Canadian Employees"). The Company also employs approximately 13 temporary workers and independent contractors (together, the "Temporary Staff") across a number of corporate functions, including, among others, finance, design, marketing, and merchandising.

8. Through this Motion, the Debtors are seeking to pay certain amounts necessary to preserve their estates' value. The Employees are intimately familiar with the Debtors' business and perform a wide variety of services that are critical to the Debtors' ability to successfully operate and administer these chapter 11 cases. Payment of the Unpaid Employee Compensation (as defined below) and continuation of the Compensation and Benefits (as defined below) going forward will preserve Employee loyalty and prevent the Debtors from losing such Employees at this critical juncture. The Debtors are also requesting the authority, but not direction, to pay the Unpaid Temporary Staff Compensation (as defined below) in amounts that will not exceed the Priority Cap (as defined below) for any specific Temporary Staff (as defined below). Accordingly, the relief requested herein is warranted under the circumstances, and the Court should grant the Interim and Final Orders.

Compensation and Benefits

9. To minimize the personal hardship that the Employees would suffer and the attrition that likely would follow if prepetition employment-related obligations remain unpaid during the administration of these chapter 11 cases, the Debtors seek authority, but not direction, to: (a) pay and honor certain prepetition claims relating to, among other things, wages, salaries, other compensation, federal, state, provincial, and local withholding taxes and other amounts withheld (including garnishments and applicable shares of insurance premiums, 401(k) contributions and taxes), reimbursable expenses, non-insider severance, retirement plans, health insurance, life insurance, short- and long-term disability coverage, and certain other benefits that the Debtors have historically provided to eligible individuals (collectively, the "Compensation and Benefits"),[3] in each case in the ordinary course of business; and (b) continue to honor such obligations in the ordinary course on a postpetition basis, in the Debtors' discretion, on an interim and final basis, as detailed and summarized in the chart below. In addition, the Debtors seek to pay all costs incidental to the Compensation and Benefits.

10. Subject to the Court's authorization, the Debtors intend to continue to pay and honor the Employees' prepetition Compensation and Benefits in the ordinary course on a postpetition basis. The Debtors further request confirmation of their authority to modify, change, or discontinue any of the Compensation and Benefits and to implement new programs, policies,

[3] The description of the Compensation and Benefits set forth in this Motion is provided on a summary basis. In the event of any inconsistency with the description in this Motion, the actual terms of the agreements, contracts, plans, programs, policies, and manuals governing the Compensation and Benefits will govern. The Debtors request authority to honor obligations related to Compensation and Benefits in the ordinary course of business consistent with prepetition practices, regardless of whether the Debtors inadvertently failed to include a particular benefit or aspect of compensation in the defined term "Compensation and Benefits." Any such omitted benefit or aspect of compensation is hereby included in the defined terms "Compensation and Benefits" as used herein and in the Interim and Final Orders.

and benefits in each case in the ordinary course during these chapter 11 cases in the Debtors' sole discretion and without the need for further Court approval, subject to applicable law.

11. The Debtors seek authority, but not direction, to make the following payments related to the prepetition amounts owed on account of the Compensation and Benefits, each of which is further described below:

RELIEF SOUGHT	ESTIMATED INTERIM AMOUNT	ESTIMATED FINAL AMOUNT[4]
Compensation and Withholding Obligations		
Unpaid Employee Compensation	$371,922	$371,922
Unpaid Temporary Staff Compensation	$838,596	$838,596
Payroll Deductions	$3,482	$3,482
Payroll Taxes	$138,184	$138,184
Unpaid Reimbursable Expenses	$44,293	$44,293
Incentive Programs		
Employee Bonus Program	$11,666	$11,666
Employee Benefits Programs		
Health Benefit Plans	$80,000	$80,000
Life Insurance, Disability Benefits, and Additional Benefits Programs	$5,000	$5,000
Workers' Compensation Program	$141,440	$141,440
Unpaid 401(k) Match Contributions	$8,735	$8,735
Accrued PTO	$662,123	$662,123
Unpaid Administrator Fees	$536,909	$536,909
Unpaid Payroll Fees	$14,211	$14,211
Total	$2,860,923	$2,860,923

12. As of the Petition Date, the Debtors estimate that approximately $2.9 million in Compensation and Benefits will be accrued and unpaid, approximately all of which will come due between entry of the Interim Order and Final Order (the "Interim Period"). With the exception of Accrued PTO (as defined below), the Debtors do not believe that amounts owed to any single Employee on account of the prepetition Compensation and Benefits exceed the $17,150 statutory cap under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Priority Cap"). With respect to Accrued PTO, the Debtors will only seek authority to pay amounts owed in excess of the Priority Cap (a) pursuant to the Final Order, (b) if an Employee is terminated or resigns during

[4] The Estimated Final Amount is inclusive of the Estimated Interim Amount.

the Interim Period, and (c) if such Employee resides in a jurisdiction that requires the Debtors to pay out such Employee's Accrued PTO.

I. Compensation and Withholding Obligations

13. In the ordinary course of business, the Debtors incur obligations with respect to their Employees on account of Employee Compensation, Temporary Staff Compensation, Withholding and Deduction Obligations, Payroll Deductions, Payroll Taxes, and Reimbursable Expenses (each as defined herein) (collectively, the "Compensation and Withholding Obligations"). The Debtors estimate that approximately $16.3 million per month was paid or withheld, as applicable, on account of the Compensation and Withholding Obligations for the 12-month period immediately preceding the Petition Date. As of the Petition Date, the Debtors estimate that they owe approximately $1.4 million in accrued but unpaid Compensation and Withholding Obligations, approximately all of which is expected to come due during the Interim Period. Accordingly, the Debtors request the authority, but not direction, to pay the accrued but unpaid Compensation and Withholding Obligations and, solely with respect to the Employees, to continue paying the Compensation and Withholding Obligations in the ordinary course on a postpetition basis consistent with past practice.

A. Employee Compensation

14. The Debtors incur obligations to their Employees for, among other things, wages, salaries, overtime, and other obligations described herein (collectively, excluding reimbursable expenses and paid leave, the "Employee Compensation"). U.S. and Canadian Employees are paid approximately one week in arrears on a biweekly pay cycle. Employees in international locations other than Canada are paid monthly for the full calendar month, on location-specific schedules. Because Employees are paid in arrears, certain Employees will be owed accrued but unpaid Employee Compensation as of the Petition Date. Employee Compensation may also be due and

owing as of the Petition Date due to, among other things, pay discrepancies that, upon resolution, may reveal that additional amounts are owed to certain Employees (the "Unpaid Employee Compensation").

15. On average, the Debtors paid approximately $3.9 million per month prepetition on account of Employee Compensation. As of the Petition Date, the Debtors estimate that they owe approximately $372,000 in Unpaid Employee Compensation, all of which is currently due or is expected to come due during the Interim Period.

16. Failure to pay the Unpaid Employee Compensation will create an immediate risk of widespread departures. The Debtors believe that paying the Unpaid Employee Compensation and continuing to pay the Employee Compensation to the Employees will reduce attrition and minimize disruption of the Debtors' business operations. Timely payment of the Employee Compensation and Unpaid Employee Compensation preserves and enhances the value of the Debtors' estates for their estates' benefit. Accordingly, the Debtors request the authority, but not direction, to pay the Unpaid Employee Compensation and to continue paying the Employee Compensation in the ordinary course on a postpetition basis consistent with past practice.

B. Temporary Staff Compensation

17. Debtors utilize Temporary Staff and incur obligations for services rendered by the Temporary Staff, whether payable directly to such individuals or through staffing agencies, as applicable (the "Temporary Staff Compensation"). The Debtors seek authority, but not direction, to pay prepetition Temporary Staff Compensation and to continue paying Temporary Staff Compensation in the ordinary course on a postpetition basis.

18. On average, in the twelve months immediately preceding the Petition Date, the Debtors paid approximately $871,000 per month in Temporary Staff Compensation. As of the

Petition Date, the Debtors estimate that they owe approximately $838,600 in unpaid Temporary Staff Compensation (the "Unpaid Temporary Staff Compensation"), approximately all of which is due or is expected to come due during the Interim Period. Each payment that the Debtors seek to make to each individual Temporary Staff member will not exceed the Priority Cap.

C. Withholding and Deduction Obligations

19. In the ordinary course of business, the Debtors incur obligations on account of Payroll Deductions and Payroll Taxes (each as defined below and collectively, the "Withholding and Deduction Obligations"). The Debtors accumulate, on average, approximately $3.6 million per month in Withholding and Deduction Obligations. As of the Petition Date, the Debtors estimate that they have withheld or accrued, as applicable, approximately $142,000 on account of the Withholding and Deduction Obligations, all of which the Debtors must remit to the appropriate parties during the Interim Period. Accordingly, the Debtors request that the Court authorize the Debtors to pay any prepetition claims arising from the Withholding and Deduction Obligations and to continue honoring the Withholding and Deduction Obligations solely for the Employees in the ordinary course of business on a postpetition basis and consistent with past practice.

1. Payroll Deductions

20. In the ordinary course of business and during each applicable payroll period, the Debtors routinely deduct certain amounts from Employees' paychecks. Such deductions may include, among other things, garnishments as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans, retirement plan contributions, insurance premiums, 401(k), and HSA and FSA contributions (collectively, the "Payroll Deductions"). The Debtors remit the Payroll Deductions to various third parties.

21. On average, in the twelve months immediately preceding the Petition Date, the Debtors remitted approximately $90,000 per month in Payroll Deductions. As of the Petition Date,

the Debtors estimate that they have deducted, but not yet remitted, approximately $3,500, all of which is expected to be remitted during the Interim Period. Accordingly, the Debtors request the authority to remit the Payroll Deductions they currently hold and to continue making the Payroll Deductions for the Employees in the ordinary course on a postpetition basis consistent with past practice.

2. Payroll Taxes

22. In addition to the Payroll Deductions, certain federal, state, and foreign laws (including the laws of Canada and the provinces therein) require the Debtors to withhold or deduct certain amounts from Employees' gross pay for, among other things, federal, state, local, and foreign (including federal and provincial) income taxes, Canada Pension Plan or Quebec Pension Plan contributions, employment insurance premiums, as well as Social Security and Medicare taxes (collectively, the "Employee Payroll Taxes") and remit these amounts to the appropriate federal, state, local, or foreign taxing authorities (including Canadian taxing authorities). The Debtors must then match the Employee Payroll Taxes from their own funds and pay, based upon a percentage of gross payroll, additional amounts for, among other things, federal and state unemployment insurance and short-term disability insurance, Canada Pension Plan or Quebec Pension Plan contributions, employment insurance premiums, health taxes, and other foreign social insurance contributions (the "Employer Payroll Taxes" and together with the Employee Payroll Taxes, the "Payroll Taxes"). The Payroll Taxes are generally processed and forwarded to the appropriate federal, state, local, and foreign taxing authorities based on each authority's guidelines, rules, schedules, or regulations, as applicable. As of the Petition Date, the Debtors believe they have incurred approximately $139,000 in Payroll Taxes, all of which is due to be remitted or paid, as applicable, to the appropriate third party during the Interim Period.

23. With the exception of the Employer Payroll Taxes, any amounts held by the Debtors based on the Withholding and Deduction Obligations are held in trust by the Debtors and are not property of the Debtors' estates. The Debtors do not believe they need authorization to remit such payments to the appropriate third parties. Out of an abundance of caution, however, the Debtors seek the authority, but not direction, to remit any Withholding and Deduction Obligations the Debtors are holding to the appropriate third parties and to continue deducting or incurring, as applicable, and remitting the Withholding and Deduction Obligations for the Employees in the ordinary course on a postpetition basis consistent with past practice.

D. Reimbursable Expenses

24. Prior to the Petition Date and in the ordinary course of business, the Debtors reimbursed Employees for approved expenses incurred with Employees' personal funds on behalf of the Debtors in connection with performing their assigned duties (the "Reimbursable Expenses"). Reimbursable Expenses include mileage, transportation, and hotel expenses related to business travel; meals during overnight travel, up to $50 per day; expenses related to store coverage and acting assignments; visa and passport fees; seminar fees with approval; immunization costs; business telephone calls; and Global Entry program fees, in each case subject to the applicable expense policy. Employees submit expense reports through Concur, the Debtors' expense management platform, and each expense report is reviewed and approved by the Employee's manager for policy compliance. Once Reimbursable Expenses are approved, Employees receive funds directly to their designated bank account, generally within three to five business days. Corporate American Express card expenses follow a similar approval process, but payment is made directly to the Employee's American Express account.

25. Although the Debtors ask that Employees promptly submit reimbursement requests, submission delays occasionally occur, and Employees may submit reimbursement requests for prepetition expenses after the Petition Date. Employees incurred the Reimbursable Expenses as business expenses on the Debtors' behalf and with the understanding that such expenses would be reimbursed fully. The Debtors' inability to reimburse such expenses would result in lower Employee morale and significant financial hardship for the Employees, especially when the Reimbursable Expenses were incurred for the Debtors' benefit.

26. On average, in the 12 months immediately preceding the Petition Date, the Debtors paid approximately $164,175 per month in Reimbursable Expenses. As of the Petition Date, the Debtors estimate that approximately $44,293 in Reimbursable Expenses have been incurred but remain unpaid, including expenses awaiting approval, including the Debtors' estimate of any Reimbursable Expenses incurred prepetition but not yet submitted for processing, all of which are expected to come due during the Interim Period (the "Unpaid Reimbursable Expenses"). Accordingly, the Debtors request the authority, but not direction, to pay the Unpaid Reimbursable Expenses and to continue paying the Reimbursable Expenses for the Employees in the ordinary course on a postpetition basis consistent with past practice.

II. Non-Insider Employee Bonus Programs

27. In the ordinary course of business, the Debtors maintain bonus programs to drive performance among their Employees, including, but not limited to, an annual incentive bonus plan for non-insider Employees (the "Non-Insider Employee Bonus Programs"). These include: (a) a Store Leader Incentive Plan for store managers, associate store managers, and full-time and part-time leads, with monthly cash awards based on weekly sales goals and applicable payroll hour and eligibility requirements; (b) a District/Area Leader Incentive Plan with sales-based cash awards subject to applicable payroll hour and eligibility requirements; (c) a Google Customer Review

Incentive for eligible store managers, associate store managers, leads, and store associates, based on monthly customer-review point rankings within store volume groups; and (d) a peak holiday distribution center incentive providing hourly associates an additional $2 for each hour worked.

28. Payments under the Non-Insider Employee Bonus Programs (the "Non-Insider Employee Bonus Payments") for the store, district/area leader, and Google customer-review incentives are generally made in the last pay period of the calendar month following the performance period. October performance bonus amounts are scheduled to be sent to Human Resources in the second or third week of November. Distribution center incentive payments are made each pay period based on hours worked. With respect to the 2026 performance year, Non-Insider Employee Bonus Payments totaling $2.5 million were made in March 2026. As of the Petition Date, the Debtors estimate that a dollar amount of approximately $11,666 associated with the Non-Insider Employee Bonus Program has been incurred but remains unpaid. Maintaining the Non-Insider Employee Bonus Program is essential to maintaining Employee morale and loyalty, which is essential to preserving the value of the Debtors' estates and maintaining business operations. The Debtors request the authority, but not direction, to continue the Non-Insider Employee Bonus Programs for the Employees in the ordinary course on a postpetition basis consistent with past practice.

III. Employee Benefits Programs

A. Health Benefit Plans

29. The Debtors offer their Employees the opportunity to participate in a number of health benefit plans, including medical, dental, and vision plans, as well as certain health savings and flexible spending accounts (collectively, the "Health Benefit Plans"). Paying the prepetition amounts owed on account of the Health Benefit Plans and continuing the Health Benefit Plans for

the Employees is essential to maintaining Employee morale and loyalty, which is essential to preserving the value of the Debtors' estates and maintaining business operations.

1. Health Insurance, Dental, and Vision Plans

30. The Debtors offer all eligible full-time U.S. Employees, other than those in Puerto Rico, the choice of three medical plan options through Aetna or, for Distribution Center Employees, Blue Cross Blue Shield Alabama, with prescription drug benefits administered by Optum Rx. The available medical plans include: (a) a PPO health plan featuring a $1,300 individual deductible; (b) an HSA Plus high-deductible plan featuring a $2,000 individual deductible and a health savings account; and (c) an HSA Value high-deductible plan featuring a $3,400 individual deductible and a health savings account (collectively, the "U.S. Health Insurance Plans"). Eligible full-time Employees in Puerto Rico have separate fully insured medical, dental, and vision coverage through Triple S (the "Puerto Rico Insurance Plans"). Through Cigna Dental, the Debtors offer all U.S. Employees one dental plan (the "U.S. Dental Plan") and through EyeMed Vision, the Debtors offer all U.S. Employees two vision plans (the "U.S. Vision Plans" and together with the U.S. Health Insurance Plans, the Puerto Rico Insurance Plans, and the U.S. Dental Plan, the "U.S. Medical Plans").

31. For each of the U.S. Medical Plans, U.S. Employees select their coverage option, or waive coverage, during the Debtors' open enrollment period. The U.S. Medical Plans are funded through contributions from both U.S. Employees (through regular Payroll Deductions) and the Debtors.

32. Debtor The Children's Place (Canada), LP sponsors group benefits for eligible full-time Canadian Employees through arrangements with Manulife Financial ("Manulife"), including medical, dental, and vision plans (the "Canadian Health Insurance Plans" and together with the U.S. Medical Plans, the "Medical Plans"). The Debtors estimate that 135 Canadian Employees

participate in medical, dental, and vision coverage, with participation varying by benefit. To administer the Canadian Health Insurance Plans, Debtor The Children's Place (Canada), LP has contracted with Manulife. Extended health care coverage includes hospital care, prescription drugs, vision care, medical services and supplies, and professional services, subject to applicable benefit percentages, limits, and other plan terms. Dental coverage is subject to annual deductibles of $25 for individual coverage and $50 for family coverage, with a combined $1,500 annual maximum for specified categories of dental services.

33. On average, in the 12 months immediately preceding the Petition Date, the Debtors paid approximately $1.6 million per month on account of the Medical Plans. As of the Petition Date, the Debtors estimate that they owe approximately $80,000 on account of the Medical Plans. Accordingly, the Debtors request the authority, but not direction, to pay any amounts owed on account of the Medical Plans and to continue the Medical Plans for the Employees in the ordinary course on a postpetition basis consistent with past practice.

2. Flexible Spending Accounts and Health Savings Accounts

34. The Debtors provide U.S. Employees with the opportunity to contribute to a health care flexible spending account (the "Health Care FSA"), a dependent care flexible spending account (the "Dependent Care FSA" and together with the Health Care FSA, the "FSAs"), each administered by Baker Tilly Vantagen, and a health savings account (the "HSA") administered by Fidelity Investments. The FSAs and HSA allow U.S. Employees to voluntarily set aside pre-tax funds to pay for eligible health and welfare expenses. The HSA is only available to U.S. Employees enrolled in one of the high-deductible U.S. Health Insurance Plans. The Health Care FSA is only available to U.S. Employees enrolled in the traditional PPO U.S. Health Insurance Plan. U.S. Employees enrolled in an HSA may also enroll in a limited purpose flexible spending

account specifically for qualified dental, vision, and preventative care expenses. The Dependent Care FSA is available to all U.S. Employees.

35. For the 2026 calendar year, U.S. Employees could contribute up to $3,400 to their Health Care FSA, $7,500[5] to their Dependent Care FSA, and $8,750 to their HSA, depending on an Employee's familial status. Employee contributions to the FSAs and HSAs are pro-rated on a semi-monthly basis, and the Debtors automatically remit Employee contributions via Payroll Deductions. The Debtors request the authority, but not direction, to continue providing the FSAs and HSAs for the U.S. Employees in the ordinary course on a postpetition basis consistent with past practice.

3. COBRA

36. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), former U.S. Employees of the Debtors (the "COBRA Participants") may continue coverage under the U.S. Health Insurance Plans, U.S. Dental Plan and U.S. Vision Plans (the "COBRA Benefits"). COBRA Participants are entitled by law to continue to receive COBRA Benefits for up to eighteen months, and in some instances up to 36 months, following termination of employment. The COBRA Benefits are administered through Baker Tilly Vantagen. There are currently 40 COBRA Participants, 31 of whom are responsible for paying all premium costs associated with the COBRA Benefits except with respect to a small monthly administrative fee the Debtors pay Baker Tilly Vantagen each month. The Debtors request authorization to pay all prepetition amounts on account of COBRA Benefits and to continue to offer COBRA Benefits, including to those U.S. Employees who may be terminated after the Petition Date, and honor all

[5] Employees considered to be highly compensated employees, as determined by the Internal Revenue Code, are subject to a lower contribution limit of $600.

obligations related thereto in the ordinary course on a postpetition basis consistent with past practice.

B. Life Insurance, Disability Benefits and Additional Benefits Programs

37. In addition to medical coverage, the Debtors also offer Employees life insurance, disability benefits, and other additional benefits described further below. Paying the prepetition amounts owed on account of these benefits and continuing these benefits for the Employees is essential to maintaining Employee morale and loyalty, which is essential to preserving the value of the Debtors' estates and maintaining business operations.

1. Life and AD&D Insurance and Disability Benefits

38. The Debtors provide life insurance (the "Basic Life Insurance") and accidental death and dismemberment insurance (the "Basic AD&D Insurance" and together with the Basic Life Insurance, the "U.S. Basic Life and AD&D Insurance") to all eligible full-time U.S. Employees through Lincoln Financial. The U.S. Basic Life and AD&D Insurance offers coverage at 1x a U.S. Employee's annual salary, increased to 1.5x annual salary for Employees at the director level and above. The Debtors offer the U.S. Basic Life and AD&D Insurance at no cost to U.S. Employees, and many U.S. Employees' long-term financial planning relies substantially, if not exclusively, on the benefits under the U.S. Basic Life and AD&D Insurance.[6]

39. The Debtors offer short-term disability (the "Short-Term Disability") and long-term disability (the "Long-Term Disability" and together with the Short-Term Disability, the "U.S. Disability") to all eligible full-time U.S. Employees through Lincoln Financial. The Short-Term

[6] In addition, U.S. Employees who wish to supplement the Basic Life and AD&D Insurance can purchase additional life and dismemberment insurance (the "Supplemental Life and AD&D Insurance") covering themselves and their dependents, also through Lincoln Financial. The Supplemental Life and AD&D Insurance is funded by participating U.S. Employees through after-tax Payroll Deductions.

Disability provides a weekly benefit equal to 60% of earnings, up to $2,307 for salaried U.S. Employees and up to $1,250 for hourly U.S. Employees. The Long-Term Disability provides a monthly benefit equal to 60% of earnings, up to $10,000 for salaried U.S. Employees, up to $5,000 for hourly U.S. Employees, and up to $20,000 for executive U.S. Employees. The Debtors provide company-paid Short-Term Disability coverage to eligible salaried U.S. Employees. Eligible hourly U.S. Employees may elect employee-paid Short-Term Disability coverage, and eligible salaried and hourly U.S. Employees may elect employee-paid Long-Term Disability coverage. Full-time Employees at the director level and above are also eligible for salary continuation.

40. The Debtors estimate annual costs of $1.7 million for the Lincoln Financial life, AD&D, disability, leave administration, statutory benefits, and salary continuation programs described above (collectively, the "Lincoln Benefits"), equivalent to approximately $143,719 per month. The Debtors estimate that approximately $136,200 will be outstanding on account of the Lincoln Benefits as of the Petition Date. The Debtors request authority, but not direction, to pay any prepetition amounts owed on account of the Lincoln Benefits and to continue providing the Lincoln Benefits and paying related amounts for eligible Employees in the ordinary course on a postpetition basis consistent with past practice.

41. Debtor The Children's Place (Canada), LP sponsors group benefits for eligible full-time Canadian Employees through arrangements with Manulife, including short- and long-term disability, life insurance, and accidental death and dismemberment benefits (collectively, the "Manulife Benefits"). The Debtors estimate annual costs of approximately $305,000 for the Manulife Benefits and Canadian Health Insurance Plans, which are also administered by Manulife. Additionally, the Debtors estimate approximately $7,700 in costs or premiums expected to be outstanding on account of the Manulife Benefits and Canadian Health Insurance Plans as of the

Petition Date. The Debtors request authority, but not direction, to pay prepetition obligations associated with the Manulife Benefits, including related administration costs, and to continue the Manulife Benefits in the ordinary course on a postpetition basis consistent with past practice.

2. Additional Benefits Programs

42. In addition to the benefit programs detailed herein, the Debtors offer their eligible Employees various other resources and benefits programs (collectively, the "Additional Benefits Programs"). These include commuter and transit benefits, fertility and childcare benefits, financial wellness benefits, pet insurance, and mental health support. The Debtors engage a number of providers for these services, including, among others, Nationwide, Allstate, MetLife, Trustmark, Voya, and Genomic Life.

43. On average, in the 12 months immediately preceding the Petition Date, the Debtors paid approximately $28,500 per month on account of the Additional Benefits Programs. As of the Petition Date, the Debtors estimate that they owe approximately $5,000 on account of the Additional Benefits Programs. Accordingly, the Debtors request authority, but not direction, to pay prepetition amounts owed on account of the Additional Benefits Programs and to continue providing the Additional Benefits Programs for the Employees in the ordinary course on a postpetition basis consistent with past practice.

C. Workers' Compensation Programs

44. In the ordinary course of business, the Debtors maintain workers' compensation coverage for employment-related injuries, disabilities, and death (the "Workers' Compensation Program"). The Debtors have outstanding claims under the Workers' Compensation Program (the "Workers' Compensation Claims") and maintain reserves in connection with those claims.

45. As of the Petition Date, the Company estimates that its reserve balance associated with outstanding Workers' Compensation Claims is approximately $1.7 million. Of the

obligations associated with those claims, the Debtors estimate that approximately $141,440 will become payable by the Debtors during the Interim Period. The reserve balance reflects estimated, not actual, claim liabilities.

46. Consistent with their prepetition practices, the Debtors seek authority, but not direction, to continue honoring their obligations on account of the Workers' Compensation Claims, including obligations relating to claims arising before the Petition Date, as such obligations become due in the ordinary course of business. Continuing to honor these obligations will help avoid financial hardship for affected Employees and former Employees and minimize disruption to the Debtors' business operations.

D. The 401(k), Canadian Retirement Plans, and Puerto Rico Retirement Plan

47. The Debtors offer eligible full-time and part-time U.S. Employees, excluding Employees in Puerto Rico, the opportunity to participate in the Debtors' 401(k) Plan (the "401(k) Plan") through Fidelity Investments ("Fidelity"). The 401(k) Plan provides for pre-tax salary deductions of a U.S. Employee's compensation and Roth after-tax contributions up to the limits set annually by the Internal Revenue Code. Each pay period, the Debtors deduct the U.S. Employees' 401(k) contributions from their paychecks (the "401(k) Deductions") and hold such amounts in trust until they are forwarded to Fidelity. The Debtors deduct an aggregate of approximately $659,229 each month from U.S. Employees' paychecks on account of the 401(k) Deductions. As of the Petition Date, the Debtors estimate that they owe $22,000 on account of the 401(k) Deductions (the "Unremitted 401(k) Deductions"). Moreover, the Debtors believe that the 401(k) Deductions are not property of their estates, and, accordingly, the Debtors do not believe they need authority to remit such payments to the appropriate third parties. Nevertheless, the

Debtors include this description out of an abundance of caution and seek authority to remit Unremitted 401(k) Deductions if any become due during the pendency of these chapter 11 cases.

48. After one year of service, the Debtors match eligible U.S. Employees' 401(k) contributions at 100% of contributions on the first 3% of eligible compensation and 50% of contributions on the next 2% of eligible compensation, for a maximum employer match of 4% of eligible compensation (the "401(k) Match Contributions"). The 401(k) Match Contributions are immediately vested, with no vesting schedule, and are funded each pay period. In the twelve months before the Petition Date, the Debtors' 401(k) Match Contributions each month averaged approximately $262,042 for the 401(k) Plan. As of the Petition Date, the Debtors estimate that they owe approximately $8,735 on account of 401(k) Match Contributions (the "Unpaid 401(k) Match Contributions"), all of which will become payable during the Interim Period. Many U.S. Employees' retirement savings consist solely of the 401(k) Plan, and many U.S. Employees choose to participate in the 401(k) Plan because of the 401(k) Match Contributions. Paying the Unpaid 401(k) Match Contributions and continuing the 401(k) Plan and the 401(k) Match Contributions for the U.S. Employees are essential to maintaining Employee morale and loyalty, which is essential to preserving the value of the Debtors' estates and maintaining business operations.

49. The Debtors also offer eligible Canadian Employees the opportunity to participate in a registered retirement savings plan (the "RRSP") and a deferred profit sharing plan (the "DPSP" and, together with the RRSP, the "Canadian Retirement Plans"), administered by Manulife. Canadian Employees are eligible to participate in the RRSP after 90 days of service and in the DPSP after one year of service. After one year of service, eligible Canadian Employees receive employer matching contributions equal to 50% of their contributions, up to a maximum employer

contribution of 2.5% of annual earnings. Employer contributions under the DPSP vest after two years of plan membership.

50. The Debtors also offer eligible Employees in Puerto Rico the opportunity to participate in The Children's Place 1165(e) Savings Plan (the "Puerto Rico Retirement Plan") through Empower. Employees are eligible to participate upon attaining age 21, completing one year of service, and working a minimum of 1,000 hours. Participating Employees may elect to contribute a portion of their compensation through pre-tax payroll deductions and direct the investment of those contributions. After one year of service, the Company makes matching contributions equal to 50% of participating Employees' contributions up to 5% of compensation. Employer matching contributions vest based on years of service, with 0% vested in the first year, 25% in the second year, 50% in the third year, 75% in the fourth year, and 100% in the fifth year.

51. Accordingly, the Debtors request the authority, but not direction, to (a) continue the 401(k) Plans, including the 401(k) Match Contributions, for the U.S. Employees in the ordinary course of business on a postpetition basis, (b) remit any Unremitted 401(k) Deductions collected in the ordinary course of business, (c) pay any Unpaid 401(k) Match Contributions in the ordinary course of business if any become due during the pendency of these chapter 11 cases, (d) continue the Canadian Retirement Plans in the ordinary course of business on a postpetition basis consistent with past practice, including making applicable employer contributions, remitting Employee contributions, and paying related administration costs, and to pay or remit any accrued but unpaid prepetition obligations relating thereto as such obligations become due, and (e) continue the Puerto Rico Retirement Plan in the ordinary course of business on a postpetition basis consistent with past practice, including making applicable employer contributions, remitting Employee contributions,

and paying related administration costs, and to pay or remit any accrued but unpaid prepetition obligations relating thereto as such obligations become due.

E. Non-Qualified Deferred Compensation Plans

52. The Debtors maintain a nonqualified deferred compensation plan for participating employees, through which participants defer portions of their base salary and bonus compensation, and a separate nonqualified deferred compensation plan relating to board fees and board restricted stock unit grants (the "Non-Qualified Deferred Compensation Plans"). As of the Petition Date, the Debtors estimate that they do not owe any amounts on account of the Non-Qualified Deferred Compensation Plans to participating Employees, former Employees, and board-plan participants. Distributions depend on participant elections that include specified payment years and payment events, with payments made in lump sums or installments, as applicable. The Debtors seek authority, but not direction, to pay postpetition amounts outstanding as they come due in the ordinary course of business in accordance with the terms of the Non-Qualified Deferred Compensation Plan, and to continue the Non-Qualified Deferred Compensation Plans in the ordinary course of business on a postpetition basis.

F. Paid and Unpaid Leave

53. In the ordinary course of business, the Debtors provide paid time off to their non-insider Employees (the "Paid Time Off"), some of which may have been earned before the Petition Date that remains unused or unpaid as of the Petition Date (the "Accrued PTO"). U.S. Employees receive 15, 20, 25, or 30 days of Paid Time Off based on level and years of service. For Canadian Employees, Paid Time Off includes vacation entitlements and associated vacation pay provided under the Debtors' applicable policies and applicable Canadian federal and provincial law. As of

the Petition Date, the Debtors estimate that approximately $662,123[7] in non-cash obligations associated with Accrued PTO has accrued. The Debtors request authority, but not direction, to pay out Accrued PTO, if necessary, up to the Priority Cap, unless any departing Employee resides in a state or province that requires payout of Accrued PTO in excess of the Priority Cap.

54. In addition, the Debtors provide certain other forms of paid leave to Employees (together with the Paid Time Off, the "Paid Leave"), including, for example, paid holidays, leave under the Family and Medical Leave Act, and other paid leaves of absence for personal reasons, including those required by state law. For Canadian Employees, Paid Leave expressly includes statutory holiday pay and other statutorily required paid leave under applicable Canadian federal and provincial law. The Debtors also offer unpaid leave to Employees when circumstances require ("Unpaid Leave"). These other forms of Paid and Unpaid Leave do not involve incremental cash outlays beyond standard payroll obligations.

55. The Debtors believe that the continuation of Paid and Unpaid Leave for the Employees is essential to maintaining Employee morale and loyalty during these chapter 11 cases. With the exception of any Employees required to be paid their Accrued PTO upon resignation or termination, should that occur, the Debtors anticipate that their Employees will utilize the Paid and Unpaid Leave in the ordinary course of business, which will not create any cash flow requirements beyond the Debtors' regular payroll obligations.

G. Administrative Fees

56. As part of their administration of the Compensation and Benefits, the Debtors use certain third parties to administer the Compensation and Benefits programs, including those

[7] This figure represents $409,766 in Accrued PTO owed to Employees in the United States, including Puerto Rico, and $252,357 in Accrued PTO owed to Employees in Canada.

described in this Motion and others (collectively, the "Administrators"). The Debtors pay fees to the Administrators for their services (the "Administrator Fees"). Without the Administrators, the Debtors would not be able to implement the Compensation and Benefits in the ordinary course.

57. On average, in the 12 months immediately preceding the Petition Date, the Debtors paid approximately $533,259 per month in Administrator Fees. As of the Petition Date, the Debtors estimate that they owe approximately $536,909 in the aggregate on account of accrued but unpaid fees to the Administrators (the "Unpaid Administrator Fees"), approximately all of which is currently payable or will become payable during the Interim Period. Accordingly, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts incurred on account of the Administrator Fees and to continue paying the Administrator Fees in the ordinary course on a postpetition basis consistent with past practice.

H. Payroll Fees

58. The Debtors use OneSource Virtual (the "Payroll Processor") for payroll processing services in the United States, Canada, and Puerto Rico. Payroll is processed and calculated in house, after which funds are wired to the Payroll Processor for tax disbursements and payment of employee net pay into the applicable accounts. The Debtors pay the Payroll Processor certain software and other administrative fees (the "Payroll Fees"). Failure to satisfy the Payroll Fees could lead to a delay in payroll processing and disbursement of Withholding and Deduction Obligations to the appropriate third parties. Any delay in payment of the Payroll Fees would be detrimental to the Debtors' continuing operations throughout these chapter 11 cases.

59. On average, in the 12 months immediately preceding the Petition Date, the Debtors paid approximately $17,344 per month on account of the Payroll Fees. As of the Petition Date, the Debtors estimate they owe approximately $14,211 on account of accrued but unpaid Payroll

Fees (the "Unpaid Payroll Fees"), all of which is currently payable or will become payable during the Interim Period. Accordingly, the Debtors request authority, but not direction, to pay all Unpaid Payroll Fees and to continue to honor the Payroll Fees in the ordinary course on a postpetition basis consistent with past practice.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor the Compensation and Benefits

A. Certain of the Compensation and Benefits Are Entitled to Priority Treatment

60. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle certain of the Compensation and Benefits to priority treatment to the extent such payments do not exceed $17,150 for each individual as provided for under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See* U.S.C. § 1129(a)(9)(B) (requiring payment of certain allowed unsecured claims, given priority under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, for (a) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual and (b) contributions to an employee benefit plan). To the extent that an Employee receives no more than $17,150 on account of claims entitled to priority, the relief sought with respect to compensation only affects the timing of payments to Employees and does not have any material negative impact on recoveries for general unsecured creditors. To the extent the Debtors seek to pay outstanding prepetition amounts on account of the Compensation and Benefits in excess of the Priority Cap, the Debtors submit that the full payment of such obligations in the ordinary course is warranted under section 363(b)(1) of the Bankruptcy Code and the doctrine of necessity. For the avoidance of doubt, for the payment of any prepetition amounts in excess of the Priority Cap, the Debtors request such relief solely pursuant to the Final Order, with the exception

of any Accrued PTO which may be required to be paid during the Interim Period pursuant to applicable state or foreign law, including the laws of Canada and the provinces therein.

61. The Debtors submit that payment of the Compensation and Benefits at this time enhances value for the benefit of all interested parties because it will help ensure that the Employees, who are central to the Debtors' business operations, continue to provide their services at this critical juncture. The Debtors cannot operate their business without the Employees, and the Debtors' ability to administer their estates in these chapter 11 cases will be materially impaired to the detriment of all stakeholders without the Employees' continued, uninterrupted services.

62. Courts in this circuit have recognized that "[w]age priority has been a feature of the bankruptcy law since 1898." *See, e.g.*, *In re Garden Ridge Corp.*, No. 04-10324 (KJC), 2006 WL 521914, at *2 (Bankr. D. Del. Mar. 2, 2006) (citation omitted). The purpose of this longstanding principle is to "alleviate hardship on workers . . . who may have no other source of income." *Id.* (citing COLLIER ON BANKRUPTCY ¶ 507.05[1]). Such payment priority extends to certain other "benefits that are considered akin to compensation, such as vacation, severance and sick leave pay." *Id.*

B. Payment of Certain Compensation and Benefits is Required by Law

63. The Debtors are seeking authority to pay the Withholding and Deduction Obligations to the appropriate third-party payees. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from Employees' wages. Certain Withholding and Deduction Obligations, including contributions to the Medical Plans, the 401(k) Plans, and related amounts are not property of the Debtors' estates because the Debtors have withheld such amounts from Employees' wages on another party's behalf. *See* 11 U.S.C. §§ 541(b)(1), (d).

64. Furthermore, federal, state, provincial, and local laws require the Debtors to withhold certain tax payments from Employees' wages and to pay such amounts to the appropriate taxing authority. *See* 26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholding and Deduction Obligations may not be property of the Debtors' estates, the Debtors request authorization to transmit the Withholding and Deduction Obligations to the proper parties in the ordinary course of business. *See In re Dameron*, 155 F.3d 718, 721 (4th Cir. 1998).

C. Payment of the Compensation and Benefits is Proper Pursuant to 11 U.S.C. § 363(b) and the Doctrine of Necessity

65. Section 363(c)(1) of the Bankruptcy Code expressly grants the Debtors the authority to "enter into transactions . . . in the ordinary course of business" and "use the property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Therefore, the Debtors believe they are permitted to pay all postpetition amounts due pursuant to the Compensation and Benefits as such actions are in the ordinary course of the Debtors' business. Out of an abundance of caution, however, the Debtors seek entry of an order granting the relief requested herein to avoid any disruptions to their business operations.

66. The relief requested herein may be granted by the Court pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. Section 363 of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363(b), courts

require only that the debtor "show that a sound business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (internal citations omitted) (requiring that the debtor show a "sound business purpose" to justify its actions under section 363 of the Bankruptcy Code); *see also In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987). Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

67. In addition, the Court may authorize payment of prepetition claims in appropriate circumstances under section 105(a) of the Bankruptcy Code. Section 105(a) codifies the inherent equitable powers of a bankruptcy court and empowers bankruptcy courts to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the title." The Court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of the Compensation and Benefits under the "necessity of payment" rule, commonly referred to as the "doctrine of necessity."

68. The United States Court of Appeals for the Third Circuit recognized the "necessity of payment" doctrine in *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981). The Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the chapter 11 cases. *Id.* (stating a court may authorize payment of

prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment").

69. The necessity of payment doctrine is designed to foster a debtor's rehabilitation, which courts have recognized is "the paramount policy and goal of Chapter 11." *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 824–26 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization" and that section 105(a) "provides a statutory basis for payment of [prepetition] claims" under the doctrine of necessity); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is the standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to confirmation of a reorganization plan).

70. The doctrine of necessity is designed to facilitate a debtor's soft landing into chapter 11, which courts have recognized is "the paramount policy and goal of chapter 11." *Ionosphere Clubs*, 98 B.R. at 176; *see Just for Feet*, 242 B.R. at 826 (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization"); *In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) ("[P]ayment by a debtor-in-possession of [prepetition] claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code," but "[a] general practice has developed . . . where bankruptcy courts permit the payment of certain [prepetition] claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment."); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (approving payment of prepetition unsecured claims of toolmakers as "necessary to avert a serious threat to the [c]hapter 11 process"); *In re Chateaugay Corp.*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987)

(affirming lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

71. The relief requested in this Motion is warranted under this authority and the facts of these chapter 11 cases. The Employees are essential to the success of these chapter 11 cases. At this critical juncture, it is imperative that the Employees are fully engaged and motivated. The Employees provide the Debtors with services necessary to conduct their business and administer these chapter 11 cases. Absent timely payments sought herein, the Employees may become demoralized and seek alternative employment opportunities. Because a significant portion of the value of the Debtors is tied to the Employees, enterprise value may be materially impaired to the detriment of all stakeholders in the event of significant attrition thereof. As such, retaining the Employees will allow the Debtors to operate their business in these chapter 11 cases and maximize estate value to the benefit of all parties.

72. The importance of a debtor's employees to its operations has been repeatedly recognized by courts in this district, and those courts have granted relief similar to the relief requested herein. *See, e.g.*, *In re LIV Golf New Jersey LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Sept. 10, 2026) (authorizing the debtors to pay prepetition wages, salaries, and other compensation, and reimbursable expenses and continue employee benefits programs); *In re SIMAD Holdings Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 20, 2026) (same); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. May 21, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 13, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. April 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. March 18, 2024) (same); *In re Careismatic Brands*, *LLC,* No. 24-10561 (VFP) (Bankr. D.N.J. Feb.

29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 1, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023) (same).[8]

Processing of Checks and Electronic Fund Transfers Should Be Authorized

73. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

74. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

75. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

76. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

77. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

78. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

79. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice

pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Proposed Co-Counsel to Debtors and Debtors in Possession

Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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**.

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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.

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 nine (9), 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 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 a final order (this "Final Order") (a) authorizing the Debtors pay prepetition wages, salaries and other compensation 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"), 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 the

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

Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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 a final 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 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 Final Order, including, for the avoidance of doubt, any

prepetition obligations relating to the Compensation and Benefits that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code; *provided* 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 Final 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 the 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 Final 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. Nothing in the Motion or this Final Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to this Final Order is or is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, on a final 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 Final Order, including paragraph 4 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, to pay and honor all claims and obligations arising postpetition on account of Accrued PTO; *provided* that the Debtors shall not make any payment to, or on account of, any Accrued PTO to any individual in excess of the Priority Cap; *provided* further that the Debtors shall not make any Accrued PTO payments to any Insiders (as such term is defined by section 101(31) of the Bankruptcy Code) without further order of this Court. Nothing in the Motion or this Final Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to this Final Order is or is not an "Insider" (as such term is defined in section 101(31) of the Bankruptcy Code). Nothing in this Final Order shall be construed as approving any transfer pursuant to section 503(c) of the Bankruptcy Code.

8. The Debtors are authorized, but not directed, on a final 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.

9. The Debtors are authorized, but not directed, on a final 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.

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

11. 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 or the provinces therein, requires such payment.

12. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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.

13. The Debtors are authorized, but not directed, on a final 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 Final Order.

14. 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 Final Order.

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

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

17. 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.

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

THIS IS **EXHIBIT "G"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"), (a) authorizing the Debtors to maintain and administer their customer-related programs as described in this Motion and honor certain prepetition obligations related thereto and (b) granting related relief. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.[3]

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration.

[3] As of the filing date, substantially all of the Customer Programs were continued in the ordinary course of business because it was impracticable to turn off those programs for two (2) days, including a weekend, while the relief requested in this Motion was pending. The Debtors believe that continuation of their Customer Programs is in the ordinary course of their business and does not require court approval; however, out of an abundance of caution, the Debtors are seeking the Court's approval to continue such programs on a go-forward basis.

June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 363, and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases. No request for the

appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Customer Programs[4]

7. As discussed in greater detail in the First Day Declaration, the Debtors' businesses can broadly be described as the design, sourcing, and retail sale of fashionable, high-quality apparel, accessories, and footwear predominantly at value prices across an omni-channel network.

8. The Debtors offer their customers certain incentives, discounts, and other accommodations to attract and maintain positive consumer relationships, the majority of which do not independently entail the expenditure of cash (the "Customer Programs"). The Customer Programs include (a) a loyalty program, (b) a third-party promotional subscription program, (c) a gift card program, (d) coupons and sales promotions, (e) a return and exchange program, and (f) a merchandise credit program.

9. The Debtors believe that their ability to continue the Customer Programs and to honor any obligations thereunder in the ordinary course of business is necessary to retain their reputation for reliability, comply with their legal obligations, meet competitive market pressures, and ensure customer satisfaction. Continuing the Customer Programs will allow the Debtors to maintain the goodwill of their current customers and partners, attract new customers and partners, and, ultimately, enhance their businesses' revenue and profitability to the benefit of all of the Debtors' stakeholders.[5]

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[4] Although this Motion is intended to be comprehensive, the Debtors may have inadvertently omitted certain Customer Programs (as defined herein). The Debtors request relief with respect to all Customer Programs, regardless of whether such Customer Program is specifically identified herein.

[5] All Customer Programs, including the Gift Card Program and the Return and Exchange Program for stores that are Closing Stores, as defined in the Debtors' *Motion for Entry of Interim and Final Orders (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 "Store Closing Motion"), are subject to the Store Closing Motion.

10. As of the Petition Date, the Debtors estimate that there are approximately $39.5 million of prepetition obligations outstanding related to Customer Programs (as defined below), of which $17.4 million represent cash outlays and $22.1 million represent non-cash future obligations of performance by the Debtors. By this motion, the Debtors seek authorization, but not direction, to maintain the Customer Programs (as defined below) in the ordinary course of business and to continue to honor all customer-related obligations, including paying any prepetition obligations associated therewith.

A. My Place Rewards Loyalty Program.

11. The Debtors maintain a customer loyalty program known as "My Place Rewards" (the "Loyalty Program"), which, together with the Debtors' private label credit card, anchors the Debtors' customer retention strategy. During the third quarter of fiscal year 2025, the Debtors revamped the Loyalty Program to introduce tiered memberships that allow members to earn, unlock, and level up benefits proportionate to engagement with the business. Customers earn points based on purchases and other promotional activities, which can be redeemed for coupons that discount future purchases over a twelve-month redemption period. Key benefits of the Loyalty Program include, among other things, (a) points, bonuses, and other incentives earned with every purchase, (b) members-only perks, including access to VIP events, early access to new collections, and expedited order processing, (c) family-centered benefits, such as birthday discounts, and (d) additional conveniences, such as complimentary gift-wrapping kits.

12. The Loyalty Program is also integrated with the Debtors' private label credit card, which is issued to customers for use exclusively at The Children's Place and Gymboree stores and online, with credit extended by a third-party financial institution on a non-recourse basis to the Debtors. As of the end of fiscal 2025, members of the Loyalty Program and/or the Debtors' private label credit card holders accounted for over eighty percent (80%) of the Debtors' total U.S. retail

sales. Under applicable accounting guidance, the value of each point earned is recorded as deferred revenue, and the Debtors estimate that the related contract liability was approximately $11.7 million at the end of fiscal 2025, as compared to approximately $3.7 million at the end of fiscal 2024. During fiscal 2025 and fiscal 2024, the Debtors recognized net sales of $3.7 million and $1.7 million, respectively, related to the points-based customer loyalty program liability balances existing on February 1, 2025, and February 3, 2024, respectively.

13. By this Motion, the Debtors seek authorization, but not direction, to continue to maintain and administer the Loyalty Program in the ordinary course of business, consistent with their prepetition practices, including permitting customers to earn and redeem points earned before or after the Petition Date. The Debtors also seek the authority, but not the direction, to honor prepetition obligations related to the Loyalty Program and continue to provide benefits under the Loyalty Program subject to the Loyalty Program's terms and conditions.

B. The Children's Place VIP Perks Program.

14. The Debtors offer a subscription-based customer program known as "The Children's Place VIP Perks" (the "Perks Program") through ebbo, a marketing services and customer loyalty platform. For a monthly subscription fee, the Perks Program allows participating customers to earn and redeem promotional cards for shopping with the Debtors or other third-party brands. The Debtors seek authorization, but not direction, to continue the Perks Program and honor obligations related thereto, including obligations arising before the Petition Date, in the ordinary course of business and consistent with their prepetition practices.

C. Gift Card Program.

15. The Debtors maintain a program (the "Gift Card Program") pursuant to which their customers can purchase gift cards (the "Gift Cards") in store or online in amounts between $5 and $299. In 2026, the Debtors issued Gift Cards totaling approximately $9.6 million. The

Gift Cards can be redeemed in-store or online for merchandise, at which time the Debtors record the associated revenue. Before their redemption, the Gift Cards are recorded as a liability. At the end of fiscal 2025, the Gift Card liability balance was $3.2 million, and the Debtors recognized net sales of $4.5 million related to the Gift Card liability balance. At the end of fiscal 2024, the Gift Card liability balance was $4.8 million, and the Debtors recognized net sales of $5.4 million related to the Gift Card liability balance.

16. The Debtors sell physical gift cards through Stored Value Solutions and digital gift cards through CashStar, Inc. (the "Gift Card Intermediaries"). The Gift Card Intermediaries provide the Debtors with gift cards and related gift card processing services. Upon gift card sale, the Debtors remit proceeds to the Gift Card Intermediaries net of fees. To maintain the goodwill of the Debtors' customer base and enable them to continue to purchase gift cards in the Debtors' stores, it is critical that the Debtors continue their business relationship with the Gift Card Intermediaries in the ordinary course of business.

17. The Debtors estimate that as of the Petition Date, approximately $17.4 million[6] in issued Gift Cards remain outstanding. Historically, customers redeem approximately $1.2 million in Gift Cards monthly. By this Motion, the Debtors seek authorization to: (a) honor all Gift Cards purchased before the Petition Date, (b) maintain the Gift Card Program and relationships with Gift Card Intermediaries on a postpetition basis, and (c) honor all customer obligations related thereto in the ordinary course of business.

D. Coupons and Sales Promotions.

18. In the ordinary course of business, the Debtors conduct distributions of coupons and other discounts (the "Coupons"). The Debtors also occasionally conduct sales promotions

[6] When a customer elects to receive Merchandise Credit (as defined herein), the Debtors issue a Gift Card for the applicable amount. Accordingly, this amount includes both Gift Cards and Merchandise Credits.

both online and at selected stores (the "Sales Promotions"). The Sales Promotions consist of credits or discounts on certain merchandise or other promotions. The Sales Promotions can be presented by customers at the time they make a purchase. By this Motion, the Debtors seek authorization, but not direction, to honor the Coupons and Sales Promotions. The Coupons and Sales Promotions are not redeemable for cash and thus do not require a cash outlay by the Debtors.

E. Return and Exchange Program.

19. The Debtors seek to continue to honor their return and exchange program (the "Return and Exchange Program"). As is customary in the retail industry, and subject to certain exceptions, the Debtors allow their customers to return merchandise within forty-five days of purchase. Pursuant to the Return and Exchange Program, customers presenting a receipt are refunded the purchase price of a returned item, generally in the manner in which they purchased the item. For merchandise returned without a receipt, the Debtors do not process a return or exchange; all returns and exchanges require a printed, digital, or gift receipt and original price tags. If a customer returns merchandise with a receipt but the original payment method is unavailable, or returns a gift accompanied by a gift receipt, the Debtors issue a merchandise credit instead of a refund to the original form of payment.

20. Programs like the Return and Exchange Program are common in the retail industry, and similar programs are used by the Debtors' competitors. Maintaining the Return and Exchange Program is critical to maintaining the goodwill of the Debtors' customer base. Without the Return and Exchange Program, potential customers may be unwilling to shop at the Debtors' stores at all, which could lead to a decline in revenues, the ultimate cost of which would be borne by the Debtors' estates. Accordingly, the Debtors seek authorization, but not direction, to continue honoring customer obligations in connection with the Return and Exchange Program in a manner consistent with their past practices.

F. Merchandise Credits.

21. In the ordinary course of business, when a customer returns merchandise and the original form of payment is not available for a refund, or returns a gift accompanied by a gift receipt, the Debtors issue the customer a merchandise credit (the "Merchandise Credit") instead of a cash or card refund. Merchandise Credits are generally issued immediately for in-store returns and within approximately two weeks for returns made by mail. Merchandise Credits are not redeemable for cash, except where required by applicable law, and cannot be replaced if lost, stolen, or used without the customer's permission.

22. If a customer elects to receive a Merchandise Credit, the Debtors issue a gift card for the applicable amount. The Debtors estimate that as of the Petition Date, approximately $17.4 million in issued Gift Cards[7] remain outstanding. The Debtors seek authorization, but not direction, to continue to issue, maintain, and honor Merchandise Credits in the ordinary course of business, consistent with their historical practices, including honoring all Merchandise Credits issued to customers before the Petition Date.

Basis for Relief

I. Continuing to Honor the Customer Programs in the Ordinary Course Is Warranted Under Sections 105(a), 363(b), and 1108 of the Bankruptcy Code.

23. Section 363 of the Bankruptcy Code provides that "the [debtor] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing." 11 U.S.C. § 363(c)(1). Given the continuation of the Debtors' prepetition Customer Programs is in the ordinary course of the Debtors' business, the Debtors do not believe that court approval is necessary to continue their Customer Programs but seek this

[7] This amount includes both Gift Cards and Merchandise Credits, as the Debtors' operating systems do not categorize Gift Cards based on the purpose for which they are issued.

relief out of an abundance of caution. Under the two-part test developed by the Third Circuit, a transaction is in the ordinary course of business if it satisfies the "horizontal" test, meaning that it is in the ordinary course if it is "of the sort commonly undertaken by companies in [the] industry," and the "vertical" test, meaning that it is "[within] the domain of transactions that a hypothetical creditor would reasonably expect to be undertaken in the circumstances." *In re Roth Am., Inc.*, 975 F.2d 949, 953–54 (3d Cir. 1992) (citing cases).

24. The Debtors' continued maintenance of the Customer Programs and payment of prepetition obligations related thereto are ordinary course transactions contemplated by section 363(c) of the Bankruptcy Code. To the extent, however, that this Court finds such actions to be outside the ordinary course of the Debtors' business, the Debtors respectfully submit that they should be authorized to take such actions under section 363(b) of the Bankruptcy Code, as continuation of the Customer Programs also satisfies the "business judgment" standard.

25. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g.*, *In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

26. This Court may also grant the requested relief pursuant to section 363(b) of the Bankruptcy Code, which permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11

U.S.C. § 363(b)(1). "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions." *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a "good business reason" for a proposed transaction under section 363(b)).

27. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code codifies a bankruptcy court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's businesses. *See In re Just for Feet*, 242 B.R. at 825–26.

28. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the "necessity of payment" rule (also referred to as the "doctrine of necessity"). *See, e.g.*, *In re Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay

prepetition claims that are essential to the continued operation of the business). The justification for the necessity of payment rule – the rehabilitation of a debtor in reorganization cases – is "the paramount policy and goal of Chapter 11." *In re Ionosphere Clubs, Inc.*, 98 B.R. at 176; *see also Just for Feet*, 242 B.R. at 826 (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization"); 2 COLLIER ON BANKRUPTCY ¶ 105.02[4][a] (16th ed. 2013) (discussing cases in which courts have relied on the "doctrine of necessity" or the "necessity of payment" rule to pay prepetition claims outside of a plan). Accordingly, this Court has authority to authorize the Debtors to continue the Customer Programs pursuant to sections 363(b) and 105(a) of the Bankruptcy Code.

29. A bankruptcy court's use of its equitable powers to "authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept." *In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the preplan satisfaction of a prepetition claim." *In re CoServ*, 273 B.R. at 497. Here, the Court can authorize the Debtors to continue the Customer Programs and satisfy prepetition obligations related thereto pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. The Debtors' failure to honor their Customer Programs may disrupt the Debtors' business and profitability postpetition and negatively impact the Debtors and their estates. There can be no doubt that the Customer Programs are critical to preserve the value of the Debtors' estates.

30. As set forth in the First Day Declaration and the Bidding Procedures Motion, the Company is undertaking an ongoing marketing process with the goal of continuing their prepetition marketing efforts and ultimately entering into a definitive asset purchase agreement.

31. Moreover, continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases is critical to preserve the value of the Debtors' estates and maintain loyal customers. The Debtors believe that the benefit of continued customer satisfaction and loyalty during the pendency of these chapter 11 cases resulting from the Debtors obtaining court approval to honor the Customer Programs will far exceed any associated cost. In fact, the Debtors believe that the costs of the Customer Programs are, in the aggregate, more than offset by the revenue and continued goodwill that they generate. Customers expect and rely on the Customer Programs and may not continue supporting the Debtors' business if the Customer Programs are discontinued. It is incontrovertible that support from the Debtors' customers is essential for go-forward operations. The substantial benefit conferred on the Debtors' estates by the Customer Programs warrants the Court granting authority to the Debtors to honor the Customer Programs and any of the Debtors' obligations related thereto in the ordinary course of business.

32. Where, as here, retaining the loyalty and patronage of customers is critical to successful chapter 11 cases, courts in this district and others have granted relief similar to that requested here. *See, e.g.*, *In re Del Monte Foods Corporation II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. July 3, 2025) (authorizing the debtors to honor customer-related obligations in the ordinary course of business and to honor any prepetition obligations related thereto); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. May 10, 2024) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Feb. 25, 2021) (same); *In re*

SLT Holdco, Inc., No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re RTW Retailwinds, Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 11, 2020) (same); *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 25, 2020) (same).[8]

33. Accordingly, the Debtors submit that the substantial benefit conferred on the Debtors' estates by the Customer Programs warrants the authority to honor the Customer Programs and any customer obligations relating thereto, whether arising prepetition or postpetition, and respectfully request the authority to continue their Customer Programs and honor prepetition commitments related thereto.

II. Continuing the Customer Programs and Honoring the Customer Obligations is in the Best Interests of the Debtors' Businesses and Their Estates.

34. Continuing to administer the Customer Programs without interruption during the pendency of these chapter 11 cases will help to preserve the Debtors' valuable customer and partner relationships and goodwill as well as to maintain business and drive additional business, which will inure to the benefit of all of the Debtors' stakeholders and their estates. If the Debtors are unable to continue the Customer Programs postpetition or pay amounts due and fulfill obligations owing on account of the Customer Programs, the Debtors risk alienating certain partners and customer constituencies (who might then initiate business relationships with the Debtors' competitors). Importantly, the Debtors' competitors maintain programs similar to the Customer Programs, meaning that customers have a ready audience willing to meet their needs and take business away from the Debtors at this crucial time.

35. Accordingly, given the importance of the Debtors' customers to their business, the Debtors submit that they have shown cause sufficient to warrant the authority to honor the

[8] Because of the voluminous nature of the orders cited herein, such orders are not attached to this Motion. Copies of these orders are available upon request made to the Debtors' proposed counsel.

Customer Programs and to honor any customer obligations relating thereto as they deem appropriate in their business judgment and respectfully request that the relief sought herein be approved on the terms set forth in the proposed Interim and Final Orders.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

36. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

37. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is

"needed to avoid immediate and irreparable harm" as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

38. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

39. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to

contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

40. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

41. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

42. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order, substantially in the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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**.

[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 _____**, 2026, at _____ (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 _____**, 2026 at 4:00 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.

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 six (6), is **ORDERED**.

[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 a final order (this "Final 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, 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

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

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 a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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, 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 Final Order.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final 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 Final 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. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

9. 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.

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

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

12. To the extent any provision of this Final Order conflicts with the Interim Store Closing Order or any store closing order entered on a final basis, and solely to the extent of such conflict, the Interim Store Closing Order or any final order relating to store closing shall control.

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

THIS IS **EXHIBIT "H"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[1] A complete list of each of the Debtors, including each Debtors' 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.

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE PAYMENT OF CERTAIN TAXES AND FEES AND (II) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) negotiate, remit, and pay (or use tax credits to offset) Taxes and Fees (as defined herein) in the ordinary course of business that are payable or become payable during these chapter 11 cases (including any obligations subsequently determined upon Audit (as defined herein), Assessment (as defined herein), or otherwise to be owed for periods prior to, including, or following the Petition Date, without regard to whether such obligations accrued or arose before, on, or after the Petition Date, and (ii) undertake the Tax Planning Activities (as defined herein); and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 363(b), 507(a)(8), 541(d), 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

Taxes and Fees Overview

7. In the ordinary course of business, the Debtors collect, withhold, and incur various taxes and fees as a result of their operations in the United States and Canada, including, among others, income and franchise taxes, sales and use taxes, goods and services taxes ("GST"), value-added taxes and related fees ("VAT"), excise taxes, customs and import duties, property taxes, non-employee withholding taxes, and fees to various third party tax service providers (collectively, the "Taxes and Fees").[3] The Debtors pay or remit, as applicable, Taxes and Fees to various governmental authorities (each, an "Authority," and collectively, the "Authorities") on a periodic basis (monthly, quarterly, semi-annually, annually, or as otherwise applicable) depending on the nature and incurrence of the particular Taxes and Fees and as required by applicable laws and regulations. A schedule identifying various Authorities is attached hereto as **Exhibit C**.[4] The

[3] This Motion does not seek relief with respect to the Debtors' collection and remittance of employee-related taxes and withholdings, which are instead addressed in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses to Employees and Temporary Staff and (B) Continue Employee Benefits Programs and (II) Granting Related Relief* (the "Wages Motion"), filed contemporaneously herewith.

[4] Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted Authorities. The Debtors request relief with respect to Taxes and Fees payable to all Authorities, regardless of whether such Authority is specifically identified in **Exhibit C**.

Debtors generally, but not exclusively, pay and remit Taxes and Fees via electronic transfers, through an Authority's online portals, or by a third-party servicer. From time to time, the Debtors may also receive tax credits for overpayments or refunds with respect to Taxes and Fees. The Debtors generally use these credits in the ordinary course of business to offset against future Taxes and Fees or cause the amount of such credits to be refunded to the Debtors.[5]

8. Additionally, the Debtors are subject to, or may become subject to, routine audit investigations on account of tax returns and/or tax obligations in respect of prior years (each, an "Audit," and collectively, the "Audits") during these chapter 11 cases, including as a result of any voluntary disclosures or similar procedural mechanisms, if applicable. Audits may result in additional prepetition Taxes and Fees being assessed against the Debtors (such additional Taxes and Fees, "Assessments").[6] As of the Petition Date, the Debtors are subject to ongoing Audits in California, New Jersey, Texas, West Virginia, and Canada and recently completed Audits in Georgia and Wisconsin, with identified outstanding balances (pending the Debtors' review of the auditors' findings and, in certain cases, the auditors' final determination of penalties and interest) totaling approximately $1,360,805 in the aggregate, exclusive of amounts in two ongoing Audits for which the auditors have not yet quantified a potential liability. Additionally, the Debtors have received the results of an abandoned and unclaimed property audit, with a final assessed amount of $121,718 coming due in December of 2026. The Debtors seek authority, but not direction, to

[5] As previously disclosed in THE CHILDREN'S PLACE, INC.'s Annual Report on Form 10-K, certain tax receivables were sold to third parties prior to the Petition Date and, accordingly, do not constitute property of the Debtors' estates.

[6] Nothing in this Motion, or any related order, constitutes or should be construed as an admission of liability by the Debtors with respect to any Audit or Assessment. The Debtors expressly reserve all rights with respect to any Audit and the right to contest any Assessments claimed to be due as a result of any Audit.

pay or remit tax obligations on account of any Assessments as they arise in the ordinary course of the Debtors' business, including as a result of any resolutions of issues addressed in an Audit.

9. The Debtors seek authority to pay and remit all prepetition and postpetition obligations on account of Taxes and Fees (including any obligations subsequently determined upon Audit, Assessment, or otherwise to be owed), including: (a) Taxes and Fees that accrue or are incurred postpetition; (b) Taxes and Fees that have accrued or were incurred prepetition but were not paid prepetition or were paid in an amount less than actually owed; (c) payments made prepetition by the Debtors that were lost or otherwise not received in full by any of the Authorities; and (d) Taxes and Fees incurred for prepetition periods that become due and payable after the commencement of these chapter 11 cases, including as a result of Audits or Assessments. In addition, for the avoidance of doubt, the Debtors seek authority to pay Taxes and Fees for so-called "straddle" periods (*i.e.*, periods that include the Petition Date).[7]

10. In addition, the Debtors seek authority, but not direction, to: (a) settle some or all of the prepetition Taxes and Fees for less than their face amount without further notice or hearing; (b) file amended tax returns, including for prepetition periods, and pay any Taxes and Fees in connection therewith; and (c) post collateral or a letter of credit in connection with any dispute related to an Audit or Assessment.

11. Finally, subject to the Final Order, the Debtors seek authority to undertake certain typical activities related to tax planning, and to pay Taxes and Fees related thereto, in each case with respect to any Debtor and any direct or indirect subsidiary of a Debtor (whether or not a Debtor, each a "Company Entity") including: (a) converting Company Entities from one form to

[7] The Debtors reserve their rights with respect to the proper characterization of any "straddle" Taxes and Fees and to seek reimbursement of any portion of any payment made that ultimately is not entitled to administrative or priority treatment.

another (*e.g.*, converting an entity from a corporation to a limited liability company) via conversion, merger, or otherwise ("Entity Conversions"); (b) making, revoking, amending, or changing any tax election, including with respect to the tax classification of any Company Entity ("Entity Classification Elections"); (c) changing the position of any Company Entity within the Debtors' corporate structure, including by forming, dissolving, liquidating, or cancelling any Company Entity ("Entity Movements"); and (d) modifying or resolving intercompany claims and contributing, distributing, transferring, or otherwise moving assets, liabilities, or equity interests among Company Entities ("Asset and Liability Movements" and, together with the Entity Conversions, Entity Classification Elections, and Entity Movements, the "Tax Planning Activities"), in the case of each of clauses (a) through (d), solely to the extent that such Tax Planning Activities (i) will not alter the substantive rights of any of the Debtors' creditors or equity holders in these chapter 11 cases and (ii) 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.

12. The Debtors estimate that approximately $$13,568,899 in Taxes and Fees is outstanding as of the Petition Date, approximately $13,568,899 of which will come due between entry of the Interim Order and the Final Order (the "Interim Period").[8]

[8] The Debtors cannot predict the amounts of any potential Assessments that may result from Audits, if any. Accordingly, the Debtors' estimate of outstanding Taxes and Fees as of the Petition Date does not include any amounts relating to potential Assessments.

Category	Description	Approximate Amount Accrued and Unpaid as of Petition Date[9]	Approximate Amount Due in Interim Period
Income and Franchise Taxes	Income, withholding, franchise, and similar taxes incurred based on the jurisdictions in which the Debtors do business, generally payable to federal, state, and local Authorities in the United States and outside of the United States on an annual basis.[10]	$16,000	$16,000
Sales and Use Taxes	Sales taxes, use taxes, goods and services taxes, value-added taxes, and related taxes and fees payable to the Authorities in various jurisdictions in connection with goods and services sold or used, assessed based on the value of such goods and services, generally payable on a monthly and quarterly basis.	$3,994,659[11]	$3,994,659
Customs and Import Duties	The Debtors remit taxes to Authorities imposed for importing goods from outside of the United States.	$9,400,000	$9,400,000
Property Taxes	Taxes related to real and personal property holdings, generally payable on an annual basis.	$52,539	$52,539
Withholding Taxes	Taxes that are required by applicable law to be deducted or withheld from the payment of income on account of the recipient of the income and remitted to the relevant Authorities, payable on an annual and quarterly basis.	$37,398	$37,398
Tax Service Providers	Fees related to the Debtors' use of third-party Tax Service Providers in the ordinary course of business, including calculating and facilitating payment of Taxes and Fees, payable on a monthly basis.	$68,303	$68,303
	Total[12]	$13,568,899	$13,568,899

9 In certain cases, the approximate amount of Taxes and Fees is based on current exchange rates and may be subject to change based on fluctuations in exchange rates.

10 This category includes, without limitation, a gross receipts tax paid in Delaware and a business and occupation tax paid in Washington.

11 This figure includes approximately $298,036 in prepayments for Sales and Use Taxes coming due in November. Additionally, this figure accounts for approximately $24,000 in CAD, which has been converted to $16,981.80 USD.

12 The amounts set forth above are good-faith estimates based on the Debtors' books and records as of the date hereof and remain subject to revision, including with respect to categories for which amounts are still being

I. Income and Franchise Taxes.

13. The Debtors incur and are required to pay the relevant Authorities various U.S. federal, state, local, and non-U.S. income, franchise, and other business taxes, as applicable (collectively, the "Income and Franchise Taxes") in the jurisdictions where the Debtors operate. The Debtors generally remit Income and Franchise Taxes on a quarterly and annual basis each year in accordance with the statutory requirements of each applicable jurisdiction. In certain jurisdictions, customers or contract counterparties are required to withhold and remit Income and Franchise Taxes to the relevant Authority on behalf of the Debtors. In addition, in some jurisdictions, the Debtors remit to the relevant Authorities estimated amounts with respect to Income and Franchise Taxes, occasionally resulting in tax credits or overpayments that may be refunded to the Debtors in certain circumstances. In the 12 months ending September 30, 2026, the Debtors remitted approximately $254,622 in Income and Franchise Taxes to the applicable Authorities.

14. As of the Petition Date, the Debtors estimate that they owe approximately $16,000 to the applicable Authorities on account of prepetition Income and Franchise Taxes, of which approximately $16,000 is or will become due and payable during the Interim Period. The Debtors request authority to satisfy any amounts owed on account of such Income and Franchise Taxes that are due and owing as of the Petition Date or may become due and owing in the ordinary course of business during their chapter 11 cases.

II. Sales and Use Taxes, GST, and VAT.

15. The Debtors operate internationally, having stores in the United States and Canada. In connection with those operations, the Debtors incur, collect, or remit to the Authorities sales

determined.

and use taxes, GST, and VAT in connection with the sale, purchase, and use of goods and services, and the value added to such goods and services (including interest and penalties on any late payments, collectively, the "Sales and Use Taxes"). Sales and Use Taxes are general consumption taxes that the Debtors incur either when purchasing goods and services from vendors or when selling goods and services to customers. Sales and Use Taxes are usually set by the relevant Authorities as a percentage of the retail prices of goods and services purchased. In some jurisdictions, the Debtors remit to the relevant Authorities estimated amounts with respect to Sales and Use Taxes, resulting in tax credits or overpayments that may be refunded to the Debtors in certain circumstances. Additionally, when the Debtors incur Sales and Use Taxes at the point of purchase, vendors often include the applicable Sales and Use Taxes on the invoices payable by the Debtors, and the Debtors do not separately remit such amounts to the Authorities. The Debtors generally remit Sales and Use Taxes on a monthly and quarterly basis through the applicable Authority's online portal.

16. As of the Petition Date, the Debtors estimate that they have incurred or collected approximately $3,994,659 in Sales and Use Taxes that have not been remitted to the relevant Authorities, of which approximately $ 3,994,659 is or will become due and payable during the Interim Period. The Debtors request authority to satisfy any amounts owed on account of such Sales and Use Taxes that are due and owing as of the Petition Date or may become due and owing in the ordinary course of business during their chapter 11 cases.

III. Customs and Import Duties

17. The Debtors are required to pay both import duties and customs duties in the ordinary course of operating the Debtors' business (the "Customs and Import Duties"). For example, the Debtors incur Customs and Import Duties when they import inventory from another

jurisdiction. The Debtors generally pay Customs and Import Duties as they accrue. In 2025, the Debtors paid approximately $92.6 million in aggregate Customs and Import Duties to the applicable Authorities. As of the Petition Date, the Debtors estimate[13] they have incurred, but have not remitted, approximately $9,400,000 in Customs and Import Duties. The Debtors request authority, but not direction, to satisfy any amounts owed on account of such Customs and Import Duties that may become due and owing in the ordinary course of business during their chapter 11 cases.

IV. Property Taxes.

18. State and local laws in the jurisdictions where the Debtors operate generally grant Authorities the power to levy property taxes against the Debtors' real and personal property, and the Debtors pay property taxes in such jurisdictions on account of such real and personal property located in such jurisdictions (collectively, the "Property Taxes").[14] To avoid the imposition of statutory liens on their personal property, the Debtors generally pay the Property Taxes in the ordinary course of business on an annual basis, depending on the specific Taxes or Fees.

19. As of the Petition Date, the Debtors estimate that they have incurred approximately $52,539 in Property Taxes that have not been remitted to the relevant Authorities, of which approximately $52,539 is or will become due and payable during the Interim Period. Additionally, the Debtors expect approximately $1.2 million in Property Taxes relating to real and personal property in Alabama and Texas for the 2026 tax year to become due by December 31, 2026. Consistent with their typical practice, the Debtors anticipate paying this amount in mid-December

[13] Amounts payable on account of Customs and Import Duties are particularly difficult to estimate due to variability in the timing and volume of imports and applicable duty and tariff rates.

[14] The Debtors indirectly pay taxes on account of real property pursuant to the terms of the respective leases with the Debtors' landlords. The Debtors seek authority, but not direction, to honor any real estate taxes as they become due and owing in the ordinary course of business during the chapter 11 cases, if any.

to avoid penalties. The Debtors request authority to satisfy any amounts owed on account of such Property Taxes that are due and owing as of the Petition Date or may become due and owing in the ordinary course of business during their chapter 11 cases.

V. Withholding Taxes.

20. In the ordinary course of business, the Debtors are required by applicable law to deduct or withhold certain taxes from payments of income to payees, including two members of the board of directors for Debtor THE CHILDREN'S PLACE, INC., and to remit those amounts to the relevant Authorities on account of the recipient of the income (collectively, the "Withholding Taxes").[15] For the avoidance of doubt, Withholding Taxes consist solely of amounts payable to the Authorities. The Debtors remit Withholding Taxes to the relevant Authorities,[16] which can become due within days of payment, quarterly, or after notice is provided depending on the Authority.

21. As of the Petition Date, the Debtors estimate that approximately $37,398 in Withholding Taxes will have accrued and remain unpaid to Authorities in various jurisdictions, of which approximately $37,398 is or will become due and payable during the Interim Period. The Debtors request authority to satisfy any amounts owed on account of such Withholding Taxes that are due and owing as of the Petition Date or may become due and owing in the ordinary course of business during their chapter 11 cases.

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[15] The Withholding Taxes are imposed on payments to non-employee payees, including pursuant to sections 1441 and 1442 of the Internal Revenue Code and comparable non-U.S. withholding regimes. As set forth above, this Motion does not seek relief with respect to the Debtors' collection and remittance of employee-related taxes and withholdings, which are addressed in the Wages Motion.

[16] These Authorities include the Internal Revenue Service, the Canada Revenue Agency, and the other authorities identified in Exhibit C.

VI. Tax Service Providers.

22. The Debtors, in the ordinary course of business, use various third-party tax service providers, including Ryan LLC and FandlGagnon, LLC (collectively, the "Tax Service Providers"), to facilitate payment of certain Taxes and Fees. Such services include, among others, calculating Sales and Use Taxes and remitting taxes to the Authorities on the Debtors' behalf.

23. As of the Petition Date, the Debtors estimate that they owe approximately $68,303 in prepetition amounts to the Tax Service Providers, of which approximately $68,303 is or will become due and payable during the Interim Period. The Debtors believe that continuing the services of the Tax Service Providers is necessary to ensure the Debtors' compliance with the taxing requirements of various Authorities. Additionally, the services of the Tax Service Providers reduce the risk of having to pay reinstatement fees, penalties, or interest on missed payments. Accordingly, the Debtors request authority, but not direction, to continue paying and to satisfy any fees or amounts owed on account of services provided by such Tax Service Providers that are due and owing as of the Petition Date or that may become due and owing in the ordinary course of business on a postpetition basis consistent with prepetition practices.

Basis for Relief

I. Certain Taxes and Fees May Not Be Property of the Debtors' Estates.

24. Section 541(d) of the Bankruptcy Code provides, in relevant part, that "[p]roperty in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest . . . becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtors' legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold." 11 U.S.C. § 541(d). Certain Taxes and Fees are collected or withheld by the Debtors on behalf of the applicable Authorities and are held in trust

by the Debtors. *See, e.g.*, 26 U.S.C. § 7501 (stating that certain taxes and fees are held in trust); *Begier v. Internal Revenue Serv.*, 496 U.S. 53, 57–60 (1990) (holding that certain taxes are property held by the debtor in trust for another and, as such, do not constitute property of the estate); *In re Net Pay Sols., Inc.*, 822 F.3d 144, 149 (3d Cir. 2016) (same); *In re FirstPay, Inc.*, 773 F.3d 583, 590 (4th Cir. 2014) (same); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (per curiam) (same); *In re Shank*, 792 F.2d 829, 833 (9th Cir. 1986) (holding that a sales tax required by state law to be collected by sellers from their customers is a "trust fund sales tax" and "not released by a bankruptcy discharge"); *DeChiaro v. N.Y. State Tax Comm'n*, 760 F.2d 432, 435–36 (2d Cir. 1985) (same); *In re Calabrese*, 689 F.3d 312, 321 (3d Cir. 2012) (same); *In re Rosenow*, 715 F.2d 277, 279–82 (7th Cir. 1983) (same); *In re Waite*, 698 F.2d 1177, 1178 (11th Cir. 1983) (same). For example, all U.S. federal tax withheld is considered to be held in a "special fund in trust for the United States." *Begier*, 496 U.S. at 60 (quoting 26 U.S.C. § 7501). Because the Debtors may not have an equitable interest in funds held on account of such "trust fund" Taxes and Fees, the Debtors should be permitted to pay those funds to the applicable Authorities as they become due.[17]

II. Certain Taxes and Fees May Be Priority Claims Entitled to Priority Treatment Under the Bankruptcy Code.

25. Claims on account of certain Taxes and Fees may be priority claims entitled to payment before general unsecured claims. *See* 11 U.S.C. § 507(a)(8) (describing taxes entitled to priority treatment). Courts have authorized early payment of priority claims when such early payment is intended to prevent some harm or to procure some benefit for the estate. *See, e.g.*, *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 572 (3d Cir. 1981) (holding courts may authorize

[17] For clarity, the Debtors are requesting authority to pay the Taxes and Fees as provided herein regardless of whether such Taxes and Fees constitute trust fund obligations.

payment of prepetition claims under the "necessity of payment doctrine" when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *In re Equalnet Commc'ns Corp.*, 258 B.R. 368, 370 (Bankr. S.D. Tex. 2000) (asserting that the court may authorize pre-plan payment of priority claims because it is clear these claims need to be paid during the ordinary course of business).

26. Moreover, to the extent that such amounts are entitled to priority treatment under the Bankruptcy Code, the respective Authorities may attempt to assess interest and penalties if such amounts are not paid. *See* 11 U.S.C. § 507(a)(8)(G) (granting eighth priority status to "a penalty related to a claim of a kind specified in this paragraph and in compensation for actual pecuniary loss"). Claims entitled to priority status pursuant to section 507(a)(8) of the Bankruptcy Code must be paid in full under a confirmable plan pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Therefore, payment of certain Taxes and Fees at this time only affects the timing of the payment for the amounts at issue and will not unduly prejudice the rights and recoveries of junior creditors. *See In re Equalnet*, 258 B.R. at 369 ("[C]ertain types of claims enjoy a priority status in addition to being sometimes critical to the ongoing nature of the business. For instance . . . certain tax claims are both priority claims in whole or in part. The need to pay these claims in an ordinary course of business time-frame is simple common sense."). Payment of such Taxes and Fees likely will give Authorities no more than that to which they otherwise would be entitled under a chapter 11 plan and will save the Debtors the potential interest expense, legal expense, and penalties that might otherwise accrue on such Taxes and Fees during these chapter 11 cases. For the avoidance of doubt, the Debtors are not seeking to make any payments pursuant to this Motion for tax periods that would be older than those entitled to priority treatment.

27. Some of the Taxes and Fees may be entitled to secured status with respect to the property that the Debtors own. As secured claims, these Taxes and Fees would be entitled to priority treatment if and when the Debtors sell the property that these Taxes and Fees are recorded against or when the Debtors confirm a plan of reorganization. *See* 11 U.S.C. §§ 506(a); 1129(a)(9)(C); 1129(b)(2)(A) (requiring that any plan of reorganization "crammed down" over a class of secured creditors pay those creditors in full or allow those creditors to retain their liens). Moreover, such secured claims could accrue interest if not timely paid. As with priority tax claims, payment of secured tax claims only affects the timing of payments and will not unduly prejudice the rights and recoveries of other creditors of the Debtors.

III. Payment of Taxes and Fees and Undertaking the Tax Planning Activities as Provided Herein Is a Sound Exercise of the Debtors' Business Judgment.

28. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions." *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.),* 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.),* 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989) (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Filene's Basement, LLC*, No. 2966, 2014 WL 1713416, at *24 (Bankr. D. Del. Apr. 29, 2014) (explaining

that a debtor's business judgment for section 363 of the Bankruptcy Code will be presumed reasonable if the debtor articulates a reasonable basis for their decision) (citations omitted). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the "implied duty of the debtor in possession to 'protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

29. The Debtors' timely payment of Taxes and Fees is critical to their continued and uninterrupted operations. If certain Taxes and Fees remain unpaid, the Authorities may seek to recover such amounts directly from the Debtors' directors, officers, or employees, thereby distracting such key personnel from the administration of these chapter 11 cases. *See, e.g.*, *Schmehl v. Helton*, 662 S.E.2d 697, 707 (W. Va. 2008) (noting that corporate officers may be held responsible for payment of certain corporate taxes); *In re Am. Motor Club, Inc.*, 139 B.R. 578, 581–83 (Bankr. E.D.N.Y. 1992) (citing *United States v. Energy Res. Co.*, 495 U.S. 545 (1990)) (stating "[i]f the employer fails to pay over the trust fund taxes, the IRS may collect an equivalent amount directly from officers or employees of the employer who are responsible for collecting the tax" and finding the director personally liable for unpaid taxes). Any collection action on account of such amounts, and any potential ensuing liability, would distract the Debtors and their personnel to the detriment of all parties in interest. The dedicated and active participation of the Debtors' officers and employees is integral to the Debtors' continued operations and essential to the orderly administration, and ultimately the success, of these chapter 11 cases.[18]

[18] Nothing herein is a concession that the Debtors' officers, directors, or employees would have personal liability for unpaid taxes. However, the intent of such collection efforts, even if ultimately unwarranted, would be a critical distraction. In addition, such individuals may be entitled to indemnification by the Debtors' estates which would be an unnecessary cost to incur.

30. Finally, the Debtors' failure to timely pay Taxes and Fees may result in increased tax liability for the Debtors if interest and penalties accrue on unpaid Taxes and Fees, which amounts may also be entitled to priority treatment. Such a result would be contrary to the best interests of the Debtors' estates and all stakeholders. The Debtors' failure to pay the prepetition Taxes and Fees as they come due may, therefore, ultimately increase the amount of priority claims held by the Authorities against the Debtors' estates, to the detriment of the Debtors' general unsecured creditors and other non-priority creditors. *See* 11 U.S.C. §§ 507(a)(8)(C); 507(a)(8)(G).

31. For the foregoing reasons, the Court should authorize the Debtors under section 363(b) of the Bankruptcy Code to pay all prepetition and postpetition obligations on account of Taxes and Fees, including any Assessments, and undertake Tax Planning Activities. Courts in this district regularly approve relief similar to that requested herein. *See, e.g.*, *In re LIV Golf New Jersey LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Oct. 7, 2026) (authorizing the debtors to pay prepetition taxes and fees in the ordinary course of business and to conduct tax planning activities); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. May 21, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 20, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023) (same).[19]

[19] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

32. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

33. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

34. To the extent that any aspect of the relief sought herein constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Reservation of Rights

35. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the

obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

36. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

37. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

38. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ *Michael D. Sirota*

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Proposed Co-Counsel to Debtors and Debtors in Possession

Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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**.

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

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

Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

WHITE & CASE LLP
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New York, New York 10020
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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

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

FINAL 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 nine (9), 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 *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 a final order (this "Final Order") (a) authorizing, but not directing, the Debtors to (i) 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 or after the Petition Date, and (ii) undertake the Tax Planning Activities (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"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if

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

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 Motion is **GRANTED** on a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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, 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 pendency of these chapter 11 cases at such time when Taxes and Fees are payable 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

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; *provided, further*, that, with respect to the use of tax credits to offset any Taxes and Fees, the Debtors shall comply with any applicable notice and consent requirements under any applicable Financing Order, including obtaining any prior written consent required thereunder in accordance with the terms thereof.

5. 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.

25. 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.

6. 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.

7. The Debtors shall maintain a matrix or schedule of payments made pursuant to this Final Order, including the following information: (a) the names of the payee; (b) the nature, date, and amount of the payment; (c) the category or type of payment as 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 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 Final Order and ending upon entry of an order confirming a plan or dismissing or converting these chapter 11 cases.

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

9. Nothing in this Final Order authorizes the Debtors to accelerate any payments not

otherwise due.

10. 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.

11. 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.

12. 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.

13. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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.

14. 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 Final Order.

15. 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 Final Order.

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

17. 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.

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

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

Exhibit C

Authorities

Tax Type	Taxing Authority	Address
Property Tax	Cherokee County	2780 Marietta Highway , Canton, GA, 30114
Property Tax	Marion County	PO Box 3416 , Portland, OR, 97208
Property Tax	JIM OVERTON, TAX COLLECTOR	PO BOX 44009 , JACKSONVILLE, FL, 32231
Property Tax	CAROLE JEAN JORDAN, TAX COLLECTOR	PO BOX 1509 , VERO BEACH, FL, 32961
Property Tax	SCOTT RANDOLPH, TAX COLLECTOR	PO BOX 545100 , ORLANDO, FL, 32854
Property Tax	BRIAN MCBROOM - WALTON COUNTY TAX COLLECTOR	PO BOX 48 , FREEPORT, FL, 32439
Property Tax	NANCY C. MILLAN,TAX COLLECTOR	PO BOX 30012 , TAMPA, FL, 33630
Property Tax	HONORABLE DORIS MALOY	PO BOX 1835 , TALLAHASSEE, FL, 32302
Property Tax	BREVARD COUNTY TAX COLLECTOR	PO BOX 2500 , TITUSVILLE, FL, 32781
Property Tax	Palm Beach County	PO Box 3353 , West Palm Beach, FL, 33402
Property Tax	Broward County	115 South Andrews Avenue #A100, Ft Lauderdale, FL, 33301
Property Tax	Clay County	PO Box 218 , Green Cove Springs, FL, 32043
Property Tax	Miami-Dade County	200 North West 2nd Avenue , Miami, FL, 33128
Property Tax	Lee County	PO Box 1609 , Fort Myers, FL, 33902
Property Tax	Seminole County	PO Box 630 , Sanford, FL, 32772
Property Tax	Macon County	PO Box 485 , Oglethorpe, GA, 31068
Property Tax	Baltimore County	400 Washington Avenue Room 152, Towson, MD, 21204
Property Tax	CHARLES COUNTY TREASURER	PO BOX 2607 , LA PLATA, MD, 20646
Property Tax	Prince Georges County	PO Box 17578 , Baltimore, MD, 21297
Property Tax	WASHINGTON COUNTY TREASURER	35 WEST WASHINGTON STREET, SUITE 102 , HAGERSTOWN, MD, 21740
Property Tax	Worcester County	PO Box 248 , Snow Hill, MD, 21863
Property Tax	Wicomico County	PO Box 4036 , Salisbury, MD, 21803
Property Tax	MONTGOMERY COUNTY, MD	PO BOX 5560 , BINGHAMTON, NY, 13902
Property Tax	BULLOCH COUNTY TAX COMMISSIONER	PO BOX 245 , STATESBORO, GA, 30459
Property Tax	DAWSON COUNTY TAX OFFICE	25 JUSTICE WAY, SUITE 1222 , DAWSONVILLE, GA, 30534
Property Tax	Jefferson County	PO Box 34570 , Louisville, KY, 40232
Property Tax	Manatee County	PO Box 25300 , Bradenton, FL, 34206
Property Tax	James City County	PO Box 8701 , Williamsburg, VA, 23187
Property Tax	Newport News City	PO Box 975 , Newport News, VA, 23607
Property Tax	Spotsylvania County	PO Box 9000 , Spotsylvania, VA, 22553
Property Tax	DONA ANA COUNTY TREASURER	PO BOX 1000 , LAS CRUCES, NM, 88004
Property Tax	Bernalillo County	PO Box 269 , Albuquerque, NM, 87103
Property Tax	San Juan County	PO Box 880 , Aztec, NM, 87410
Property Tax	Santa Fe County	PO Box T , Santa Fe, NM, 87504
Property Tax	DOUGLAS COUNTY TAX COMMISSIONER	6200 FAIRBURN RD , DOUGLASVILLE, GA, 30134
Property Tax	CITY OF HYATTSVILLE	4310 GALLATIN STREET , HYATTSVILLE, MD, 20781
Property Tax	CITY OF WOODSTOCK, GA	12453 HIGHWAY 92 , WOODSTOCK, GA, 30188
Property Tax	Johnson County	PO Box 2902 , Shawnee Mission, KS, 66201
Property Tax	CITY OF STATESBORO, GA	PO BOX 348 , STATESBORO, GA, 30458
Property Tax	Whitfield County	205 North Selvidge Street Suite J, Dalton, GA, 30720
Property Tax	CLAYTON COUNTY TAX COMMISSIONER	121 S. MCDONOUGH ST., ANNEX 3, 2ND FLOOR , JONESBORO, GA, 30236
Property Tax	Jackson County	PO Box 247 , Jefferson , GA, 30549
Property Tax	CITY OF CALHOUN TAX COLLECTOR	PO BOX 248 , CALHOUN, GA, 30703
Property Tax	GORDON COUNTY TAX COMMISSIONER	215 NORTH WALL ST SUITE 1 , CALHOUN, GA, 30701
Property Tax	CITY OF BOWLING GREEN KY, DEPARTMENT OF FINANCE	PO BOX 1410 , BOWLING GREEN, KY, 42102
Property Tax	MONA COPE, COUNTY COLLECTOR	PO BOX 278 , FORSYTH, MO, 65653
Property Tax	Maverick County	370 North Monroe Street Box #3, Eagle Pass, TX, 78852
Property Tax	DAVIS COUNTY TREASURER	PO BOX 618 , FARMINGTON, UT, 84025
Property Tax	PIMA COUNTY TREASURER	PO BOX 29011 , PHOENIX, AZ, 85038
Property Tax	CITY TREASURER	PO BOX 1228 , SAVANNAH, GA, 31402
Property Tax	Kittery Town	PO Box 1491 , Brattleboro, VT, 05302
Property Tax	Troup County	100 Ridley Avenue , LaGrange, GA, 30240
Property Tax	Boone County	PO Box 198 , Burlington, KY, 41005
Property Tax	Cameron County Tax Office	PO Box 952 , Brownsville, TX, 78522
Property Tax	Richmond County	PO Box 1427 , Augusta, GA, 30903
Property Tax	CHATHAM COUNTY TAX COMMISSIONER	PO BOX 9827 , SAVANNAH, GA, 31412
Property Tax	Fayette County	PO Box 34148 , Lexington, KY, 40588
Property Tax	CITY OF SOUTH PORTLAND	25 COTTAGE RD , SOUTH PORTLAND, ME, 04106
Property Tax	Gwinnett County	PO Box 372 , Lawrenceville, GA, 30046
Property Tax	LOWNDES COUNTY TAX COMMISSIONER	PO BOX 1409 , VALDOSTA, GA, 31603

Property Tax	Webb County	P O Box 420128 , Laredo, TX, 78042
Property Tax	FLOYD COUNTY TAX COMMISSIONER	PO BOX 26 , ROME, GA, 30162
Property Tax	Florence City	PO Box 1327 Dept 105, Florence, KY, 41022
Property Tax	Warren County	PO Box 807 , Bowling Green, KY, 42102
Property Tax	Shelby County	501 Main Street , Shelbyville, KY, 40065
Property Tax	IMPERIAL COUNTY TAX COLLECTOR	940 WEST MAIN STREET #106 , EL CENTRO, CA, 92243
Property Tax	Orange County	PO Box 1438 , Santa Ana, CA, 92702
Property Tax	CITY OF AUBURN HILLS	1827 N SQUIRREL ROAD , AUBURN HILLS, MI, 48326
Property Tax	UTAH COUNTY TREASURER	100 E CENTER ST, SUITE 1200 , PROVO, UT, 84606
Property Tax	SEBASTIAN COUNTY TAX COLLECTOR	PO BOX 1358 , FORT SMITH, AR, 72902
Property Tax	PULASKI COUNTY TREASURER	PO BOX 8101 , LITTLE ROCK, AR, 72201
Property Tax	ANGELA WOOD WASHINGTON COUNTY TAX COLLECTOR	280 N COLLEGE AVE STE 202 , FAYETTEVILLE, AR, 72701
Property Tax	Cobb County Tax Commissioner	PO BOX 100127 , MARIETTA, GA, 30061
Property Tax	DEKALB COUNTY TAX COMMISSIONER	PO BOX 117545 , ATLANTA, GA, 30368
Property Tax	Loudoun County	PO Box 1000 , Leesburg, VA, 20177
Property Tax	PRINCE WILLIAM COUNTY	PO BOX 70519 , PHILADELPHIA, PA, 19176
Property Tax	Muscogee County	PO Box 1441 , Columbus, GA, 31902
Property Tax	CLARK COUNTY ASSESSOR	PO BOX 551401 , LAS VEGAS, NV, 89155
Property Tax	HENRY C. LEVY, TAX COLLECTOR, ALAMEDA COUNTY	1221 OAK STREET, ROOM 131 , OAKLAND, CA, 94612
Property Tax	DAN M. MIERZWA, CONTRA COSTA COUNTY TAX COLLECTOR	PO BOX 51104 , LOS ANGELES, CA, 90051
Property Tax	FC TTC	PO BOX 1192 , fresno, CA, 93715
Property Tax	JORDAN KAUFMAN - KCTTC	PO BOX 541004 , BAKERSFIELD, CA, 90054
Property Tax	KINGS COUNTY TREASURER - TAX COLLECTOR	1400 W. LACEY BLVD , HANFORD, CA, 93230
Property Tax	LOS ANGELES COUNTY TAX COLLECTOR	PO BOX 54027 , LOS ANGELES, CA, 90054
Property Tax	COUNTY OF MONTEREY TREASURER-TAX COLLECTOR	PO BOX 6005 , WHITTIER, CA, 90607
Property Tax	Riverside County	PO Box 12005 , Riverside, CA, 92502
Property Tax	TAX COLLECTOR, UNSECURED TAX UNIT	700 H ST #1710 , SACRAMENTO, CA, 95814
Property Tax	SBC TAX COLLECTOR	268 WEST HOSPITALITY LANE, FIRST FLOOR , SAN BERNARDINO, CA, 92415
Property Tax	SJC TTC	PO BOX 2169 , STOCKTON, CA, 95201
Property Tax	SCC DTAC	110 WEST TASMAN DRIVE , SAN JOSE, CA, 95134
Property Tax	CHARLES LOMELI, SOLANO COUNTY TREASURY	PO BOX 51094 , LOS ANGELES, CA, 90051
Property Tax	SUTTER COUNTY	1160 CIVIC CENTER BLVD, SUITE E , YUBA CITY, CA, 95993
Property Tax	TULARE COUNTY TAX COLLECTOR	PO BOX 102495 , PASADENA, CA, 91189
Property Tax	VC TAX COLLECTOR	PO BOX 845642 , LOS ANGELES, CA, 90084
Property Tax	ALAMANCE CO TAX COLLECTOR	124 W. ELM STREET , GRAHAM, NC, 27253
Property Tax	City of Burlington	PO Box 1358 , Burlington, NC, 27216
Property Tax	TREASURER, CITY OF MEMPHIS	PO BOX 185 , MEMPHIS, TN, 38101
Property Tax	ARLINGTON COUNTY TREASURER	PO BOX 1754 , MERRIFIELD, VA, 22116
Property Tax	SHERIFF DOUGLAS W. ADAMS, CABELL COUNTY COURTHOUSE	PO BOX 2114 , HUNTINGTON, WV, 25721
Property Tax	RALEIGH COUNTY SHERIFF, ATTN: TREASURER OFFICE	215 MAIN STREET , BECKLEY, WV, 25801
Property Tax	SHERIFF OF WOOD COUNTY	PO BOX 1985 , PARKERSBURG, WV, 26102
Property Tax	SDTTC	PO BOX 129009 , SAN DIEGO, CA, 92112
Property Tax	TOWN OF MANCHESTER, COLLECTOR OF REVENUE	PO BOX 191 , MANCHESTER, CT, 06045
Property Tax	Norwalk City	PO Box 5530 , South Norwalk, CT, 06856
Property Tax	Hartford City	PO Box 2719 , Hartford, CT, 06146
Property Tax	Danbury City	PO Box 237 , Danbury, CT, 06813
Property Tax	Milford City	PO Box 3025 , Milford, CT, 06460
Property Tax	Long Hill Fire District Tax Collector Dept 5980	PO Box 4110 , Washburn, MA, 01888
Property Tax	Trumbull Town	PO Box 110326 , Trumbull, CT, 06611
Property Tax	Waterbury City	Po Box 1560 , Hartford, CT, 06144
Property Tax	TOWN OF WRENTHAM	PO BOX 2013 , WRENTHAM, MA, 02093
Property Tax	Peabody City	PO Box 3047 , Peabody, MA, 01960
Property Tax	TOWN OF DARTMOUTH	PO BOX 981003 , BOSTON, MA, 02298
Property Tax	Town of North Attleborough	PO Box 315 , Medford, MA, 02155
Property Tax	Town of Braintree	PO Box 859209 , Braintree, MA, 02185
Property Tax	Town of Saugus	PO Box 4157 , Woburn, MA, 01888
Property Tax	Auburn Town	104 Central Street , Auburn, MA, 01501
Property Tax	CITY OF SALISBURY	125 N. DIVISION STREET , SALISBURY, MD, 21801
Property Tax	TREASURER, CHESTERFIELD COUNTY	PO BOX 70 , CHESTERFIELD, VA, 23832
Property Tax	Colonial Heights City	PO Box 3401 , Colonial Heights, VA, 23834
Property Tax	Anne Arundel County	PO Box 427 Billing and Customer Service, Annapolis, MD, 21404
Property Tax	Chesapeake City	PO Box 16495 , Chesapeake, VA, 23328

Property Tax	PRINCE GEORGE'S COUNTY	1301 MCCORMICK DRIVE, SUITE 1100 , LARGO, MD, 20774
Property Tax	Montgomery County MD	27 Courthouse Square Suite 200, Rockville, MD, 20850
Property Tax	BARTHOLOMEW COUNTY TREASURER	PO BOX 1986 , COLUMBUS, IN, 47202
Property Tax	MARION COUNTY TREASURER	PO BOX 6145 , INDIANAPOLIS, IN, 46206
Property Tax	ST. JOSEPH COUNTY TREASURER	PO BOX 4758 , SOUTH BEND, IN, 46634
Property Tax	Allen County	PO Box 2540 , Fort Wayne, IN, 46801
Property Tax	La Porte County Treasurer	555 Michigan Ave Ste 102, La Porte, IN, 46350
Property Tax	TOWN OF AUBURN	PO BOX 733 , READING, MA, 01867
Property Tax	City of Chelsea	PO Box 505680 , Chelsea, MA, 02150
Property Tax	State Of Maryland	301 West Preston Street PP Division, Room 801, Baltimore, MD, 21201
Property Tax	YAKIMA COUNTY TREASURER	PO BOX 22530 , YAKIMA, WA, 98907
Property Tax	PIERCE COUNTY FINANCE	PO BOX 11621 , TACOMA, WA, 98411
Property Tax	LEWIS COUNTY TREASURER	PO BOX 509 , CHEHALIS, WA, 98532
Property Tax	Washoe County	PO Box 30039 , Reno, NV, 89520
Property Tax	JEFFERSON COUNTY TREASURER	100 JEFFERSON COUNTY PKWY, STE 2520 , GOLDEN, CO, 80419
Property Tax	ANNETTE RAMIREZ, TAX ASSESSOR-COLLECTOR	PO BOX 4622 , HOUSTON, TX, 77210
Property Tax	HARRIS CO. MUD NO. 257	PO BOX 1368 , FRIENDSWOOD, TX, 77549
Property Tax	CRYSTAL HEATHERLY, LEE CO. TAX COLLECTOR	PO BOX 271 , TUPELO, MS, 38802
Property Tax	DORIS SPIDLE, LAUDERDALE COUNTY TAX COLLECTOR	PO BOX 5205 , MERIDIAN, MS, 39302
Property Tax	SHARON N. BARNETT, HARRISON COUNTY TAX COLLECTOR	PO BOX 1270 , GULFPORT, MS, 39502
Property Tax	JACK SMITH, TAX ASSESSOR/COLLECTOR	144 SHELBY SPEIGHTS DR. , PURVIS, MS, 39475
Property Tax	CAROLINE GILBERT, RANKIN COUNTY TAX COLLECTOR	211 E. GOVERNMENT ST., STE. B , BRANDON, MS, 39042
Property Tax	DESOTO COUNTY, TAX COLLECTOR JOEY TREADWAY	365 LOSHER ST., #110 , HERNANDO, MS, 38632
Property Tax	Madison County	PO Box 113 , Canton, MS, 39046
Property Tax	ALBERT URESTI, MPA, PCAC, BEXAR COUNTY TAX ASSESSOR-COLLECTOR	PO BOX 2903 , SAN ANTONIO, TX, 78299
Property Tax	GCTO	722 21ST ST. , GALVESTON, TX, 77550
Property Tax	KATY MANAGEMENT DISTRICT #1, ESTHER BUENTELLO FLORES, RTA	PO BOX 4545 , HOUSTON, TX, 77210
Property Tax	DAVID PIWONKA, TAX ASSESSOR-COLLECTOR	10494 JONES RD, SUITE 106 , HOUSTON, TX, 77065
Property Tax	Town of North Attleborough	PO Box 871 , North Attleborough, MA, 02761-0871
Property Tax	CITY OF BROCKTON	PO BOX 1000 , BROCKTON, MA, 02303
Property Tax	BILLY BURKHEAD, TRUSTEE	100 E MAIN ST., ROOM 107 , JACKSON, TN, 38301
Property Tax	RUTHERFORD COUNTY TRUSTEE	PO BOX 1316 , MURFREESBORO, TN, 37133
Property Tax	CITY OF CLARKSVILLE	PO BOX 30549 , CLARKSVILLE, TN, 37040
Property Tax	CITY OF MURFREESBORO	111 WEST VINE STREET , MURFREESBORO, TN, 37130
Property Tax	CITY OF KNOXVILLE	PO BOX 15001 , KNOXVILLE, TN, 37901
Property Tax	HAMILTON COUNTY TRUSTEE	PO BOX 11047 , CHATTANOOGA, TN, 37401
Property Tax	KNOX COUNTY TRUSTEE	PO BOX 70 , KNOXVILLE, TN, 37901
Property Tax	METROPOLITAN TRUSTEE	PO BOX 305012 , NASHVILLE, TN, 37230
Property Tax	CHATTANOOGA CITY TREASURER	PO BOX 191 , CHATTANOOGA, TN, 37401
Property Tax	WILLIAMSON COUNTY TRUSTEE	1320 WEST MAIN ST., SUITE 203 , FRANKLIN, TN, 37064
Property Tax	MONTGOMERY COUNTY TRUSTEE	350 PAGEANT LN, STE 101-B , CLARKSVILLE, TN, 37040
Property Tax	Sedgwick County	PO Box 2961 , Wichita, KS, 67201
Property Tax	JOHNSON COUNTY PROPERTY TAX	PO BOX 950506 , ST. LOUIS, MO, 63195
Property Tax	MADISON COUNTY TAX COLLECTOR, VALERIE D. MILES	1918 NORTH MEMORIAL PARKWAY , HUNTSVILLE, AL, 35801
Property Tax	KIM HASTIE MOBILE COUNTY REVENUE COMMISSIONER	PO BOX 1169 , MOBILE, AL, 36633
Property Tax	GREG HOLLAND, REVENUE COMMISSIONER	PO BOX 6406 , DOTHAN, AL, 36302
Property Tax	J.T. SMALLWOOD, TAX COLLECTOR	716 RICHARD ARRINGTON JR. BLVD. N. ROOM 160 COURTHOUSE , BIRMINGHAM, AL, 35203
Property Tax	JANET BUSKEY, REVENUE COMMISSIONER	PO BOX 4720 , MONTGOMERY, AL, 36103
Property Tax	Ascension Parish Sheriff	P.O. Box 118 , Gonzales, LA, 70707
Property Tax	Rapides Parish Tax Department	700 Murray Street , Alexandria, LA, 71301
Property Tax	OUACHITA PARISH TAX COLLECTOR	300 ST JOHN STREET, ROOM 102 , MONROE, LA, 71201
Property Tax	THE CITY OF BOSSIER CITY	PO BOX 5399 , BOSSIER CITY, LA, 71171
Property Tax	Tangipahoa Parish Sheriff's Office	PO BOX 84010 , BATON ROUGE, LA, 70884
Property Tax	JULIAN C. WHITTINGTON, SHERIFF AND EX-OFFICIO TAX COLLECTOR	PO BOX 850 , BENTON, LA, 71006
Property Tax	Alexandria City	PO Box 71 , Alexandria, LA, 71309
Property Tax	COLLECTOR OF REVENUE	PO BOX 11491 , ST LOUIS, MO, 63105
Property Tax	COLLECTOR OF REVENUE, ALLEN ICET	940 N BOONVILLE AVE , SPRINGFIELD, MO, 65802
Property Tax	STEVEN E. MCINTOSH, JASPER COUNTY COLLECTOR	PO BOX 421 , CARTHAGE, MO, 64836
Property Tax	TULSA COUNTY TREASURER, JOHN M. FOTHERGILL	218 W. 6TH ST., 8TH FL , TULSA, OK, 74119
Property Tax	OKLAHOMA COUNTY TREASURER	PO BOX 268875 , OKLAHOMA CITY, OK, 73126
Property Tax	CITY OF JACKSON	PO BOX 2508 , JACKSON, TN, 38302
Property Tax	Florence City	PO Box 857 Dept 105, Florence, KY, 41022

Property Tax	City of Rocky Mount	PO Box 1180 , Rocky Mount, NC, 27802
Property Tax	NASH COUNTY	PO BOX 1070 , CHARLOTTE, NC, 28201
Property Tax	CHEROKEE COUNTY TREASURER	PO BOX 935835 , ATLANTA, GA, 31193
Property Tax	CHARLESTON COUNTY TREASURER	PO BOX 603517 , CHARLOTTE, NC, 28260
Property Tax	FLORENCE COUNTY TREASURER, LAURIE WALSH CARPENTER	PO BOX 100501 , FLORENCE, SC, 29502
Property Tax	AIKEN COUNTY TREASURER	PO BOX 919 , AIKEN, SC, 29802
Property Tax	Lexington County	212 South Lake Drive Suite 101 , Lexington, SC, 29072
Property Tax	HORRY COUNTY TREASURER	PO BOX 260107 , CONWAY, SC, 29528
Property Tax	GREENVILLE COUNTY TAX COLLECTOR	PO BOX 100221 , COLUMBIA, SC, 29202
Property Tax	CITY OF AIKEN	PO BOX 2458 , AIKEN, SC, 29802
Property Tax	OREN L. BRADY III, SPARTANBURG COUNTY TREASURER	PO BOX 100260 , COLUMBIA, SC, 29202
Property Tax	RICHLAND COUNTY TREASURER	PO BOX 11947 , COLUMBIA, SC, 29211
Property Tax	SUMTER COUNTY TREASURER	PO BOX 100140 , COLUMBIA, SC, 29202
Property Tax	IRVING I.S.D. TAX OFFICE	PO BOX 152021 , IRVING, TX, 75015
Property Tax	LAREDO ISD - TAX OFFICE JORGE A. GUTIERREZ DIRECTOR OF TAX COLLECTIONS	904 JUAREZ AVE , LAREDO, TX, 78040
Property Tax	Eagle Pass ISD	PO BOX 1530 , EAGLE PASS, TX, 78852
Property Tax	CITY OF LAREDO TAX DEPARTMENT	PO BOX 6548 , LAREDO, TX, 78042
Property Tax	CITY OF EAGLE PASS, MARIA D. GALVAN, RTA	100 S MONROE ST. , EAGLE PASS, TX, 78852
Property Tax	UNITED I.S.D. TAX OFFICE	3501 E. SAUNDERS , LAREDO, TX, 78041
Property Tax	WOODLANDS METRO CENTER MUD, JEANNIE SCOTT, RTA	PO BOX 7829 , THE WOODLANDS, TX, 77387
Property Tax	JOHN R. AMES, CTA	PO BOX 139066 , DALLAS, TX, 75313
Property Tax	CITY OF GARLAND	PO BOX 462010 , GARLAND, TX, 75046
Property Tax	TAMMY J. MCRAE TAX ASSESSOR - COLLECTOR, MONTGOMERY COUNTY	400 N. SAN JACINTO ST. , CONROE, TX, 77301
Property Tax	MIDLAND CENTRAL APPRAISAL DISTRICT	PO BOX 908002 , MIDLAND, TX, 79708
Property Tax	JEFFERSON COUNTY TAX A/C	PO BOX 2112 , BEAUMONT, TX, 77704
Property Tax	HARRIS COUNTY WCID #110, ASSESSOR/COLLECTOR	PO BOX 73109 , HOUSTON, TX, 77273
Property Tax	BRAZORIA COUNTY TAX OFFICE	PO BOX 1586 , LAKE JACKSON, TX, 77566
Property Tax	HARRIS COUNTY M.U.D. #358	PO BOX 4555 , HOUSTON, TX, 77210
Property Tax	LARRY GADDES PCAC, CTA	904 S. MAIN ST. , GEORGETOWN, TX, 78626
Property Tax	VICTORIA COUNTY TAX OFFICE	PO BOX 2569 , VICTORIA, TX, 77902
Property Tax	ECTOR COUNTY APPRAISAL DISTRICT	1301 E 8TH STREET , ODESSA, TX, 79761
Property Tax	SCOTT GRIGG, TAC, COLLIN COUNTY	PO BOX 8046 , MCKINNEY, TX, 75070
Property Tax	GALVESTON CO. MUD NO. 54	PO BOX 1368 , FRIENDSWOOD, TX, 77549
Property Tax	PABLO (PAUL) VILLARREAL JR., HIDALGO COUNTY TEXAS	PO BOX 1707 , PHARR, TX, 78577
Property Tax	RICK BARNES, TAX ASSESSOR-COLLECTOR	100 E. WEATHERFORD , FORT WORTH, TX, 76196
Property Tax	LUBBOCK CENTRAL APPRAISAL DISTRICT	PO BOX 10568 , LUBBOCK, TX, 79408
Property Tax	GRAPEVINE-COLLEYVILLE TAX OFFICE	3072 MUSTANG DRIVE , GRAPEVINE, TX, 76051
Property Tax	EL PASO TAX ASSESSOR-COLLECTOR	PO BOX 2992 , EL PASO, TX, 79999
Property Tax	GARY B. BARBER, TAC	PO BOX 2011 , TYLER, TX, 75710
Property Tax	CLEAR CREEK I.S.D. TAX OFFICE	PO BOX 650395 , DALLAS, TX, 75265
Property Tax	SCOTT PORTER, TAC	PO BOX 75 , CLEBURNE, TX, 76033
Property Tax	GARLAND ISD, KRISTI COOPER	PO BOX 461407 , GARLAND, TX, 75046
Property Tax	ANITA HENRY, TAC OR PASADENA ISD	PO BOX 1318 , PASADENA, TX, 77501
Property Tax	CITY OF MCALLEN TAX OFFICE	311 N. 15TH STREET , MCALLEN, TX, 78501
Property Tax	GCCISD TAX SERVICES	PO BOX 2805 , BAYTOWN, TX, 77522
Property Tax	SPRING BRANCH I.S.D., TAX ASSESSOR - COLLECTOR	PO BOX 19037 , HOUSTON, TX, 77224
Property Tax	THOMAS WARREN, POTTER COUNTY TAX ASSESSOR/COLLECTOR	PO BOX 2289 , AMARILLO, TX, 79105
Property Tax	FORT BEND COUNTY	1317 EUGENE HEIMANN CIR , RICHMOND, TX, 77469
Property Tax	TRAVIS COUNTY TAX OFFICE	PO BOX 149328 , AUSTIN, TX, 78714
Property Tax	SPRING ISD TAX OFFICE	PO BOX 676511 , DALLAS, TX, 75267
Property Tax	OFFICE OF DARYL JOHN TAX ASSESSOR-COLLECTOR, GUADALUPE TAX OFFICE	307 W. COURT , SEGUIN, TX, 78155
Property Tax	DAWN WAYE, TAX A/C	PO BOX 90223 , DENTON, TX, 76202
Property Tax	El Paso County Consolidated Tax Office	PO Box 660271 , Dallas, TX, 75266
Property Tax	DeKalb County	206 Grand Avenue Southwest , Fort Payne, AL, 35967
Sales Tax Local	AK - City of Bethel Sales Tax DivisionBusiness Licensing & Sales Tax	PO Box 388, Bethel, AK 99559
Sales Tax Local	AK - City of Dillingham	PO Box 889, 141 Main St. Dillingham, AK 99576
Sales Tax Local	AK - City of Elim	PO Box 39009, Elim, AK 99739
Sales Tax Local	AK - City of Cordova	PO Box 1210, Cordova, AK 99574
Sales Tax Local	AK - City of Juneau	Sales Tax Office, 155 S Seward ST, Juneau, AK 99801
Sales Tax Local	AK - Kenai Peninsula Borough Sales Tax Division	144 North Binkley St, Soldotna, AK 99669-7520
Sales Tax Local	AK - City of Seward	PO Box 167, Seward, AK 99664
Sales Tax Local	AK - Ketchikan Gateway Borough	1900 First Avenue, Suite 118, Ketchikan, AK 99901

Sales Tax Local	AK - City of Kodiak	PO Box 1397, Kodiak, AK 99615
Sales Tax Local	AK - City of Kotzebue	Finance Dept , 258A Third Ave, Kotzebue, AK 99752
Sales Tax Local	AK - City of Nome	PO Box 281 (102 Division St), Nome, AK 99762
Sales Tax Local	AK - Palmer City Hall	231 West Evergreen Ave, Palmer, AK 99645
Sales Tax Local	AK - Petersburg Borough	PO Box 329, Ptersburg, AK 99833
Sales Tax Local	AK - City of Quinhagak	PO Box 90 Quinhagak, AK 99655
Sales Tax Local	AK - City of Scammon Bay	PO Box 90, Scammon Bay, AK 99662
Sales Tax Local	AK - City of Selawik	1 Sealaska Plaza, Ste 200, Juneau, AK 99801
Sales Tax Local	AK - City of Sitka Sales Tax Dept	100 Lincoln Street, Sitka, AK 99835
Sales Tax Local	AK - City of Unalaska	PO Box 610, Unalaska, AK 99685
Sales Tax Local	AK - City of Wasilla	290 E Herning Avenue, Wasilla, AK 99654
Sales Tax Local	AK - City & Borough of Wrangell	Finance Dept, PO Box 531, Wrangell, AK 99929
Sales Tax Local	AK - Haines Borough	PO Box 1209, Haines, AK 99827
Sales Tax	AL Dept of Revenue	Sales & Use Tax Division, PO Box 327790, Montgomery, AL 36132-7790
Sales Tax	AR Dept of Finance & Admin Sales & Use Tax Office	PO Box 3566, Little Rock, AR 72203
Sales Tax	AZ Dept of Revenue	PO Box 29010, Phoenix, AZ 85038
Sales Tax	CA Dept of Tax & Fee Admin	PO Box 942879, Sacramento, CA 94279
Sales Tax Local	CO - City & County of Denver	Dept of Finance, Treasury Division, PO Box 660860, Dallas, TX 75266-0860
Sales Tax Local	CO - City of Arvada	8101 Ralston Road, Arvada, CO 80002
Sales Tax Local	CO - City of Aurora	PO Box 209200, Dallas, TX 75320-9200
Sales Tax Local	CO - City of Boulder Sales Tax Dept.	Dept 1128, Denver, CO 80263-0001
Sales Tax Local	CO - City of Brighton	500 South 4th Avenue, Brighton, CO 80601
Sales Tax Local	CO - City of Centennial	Sales Tax Division, PO Box 173683, Denver, CO 80217-0383
Sales Tax Local	CO - City of Colorado Springs	PO Box 561687, Denver, CO 80256-0001
Sales Tax Local	CO - City of County of Broomfield	Sales Tax Admin, PO Box 407, Broomfield, CO 80038-0407
Sales Tax Local	CO - City of Fort Collins	PO Box 440, Fort Collins, CO 80522
Sales Tax Local	CO - City of Lakewood Revenue Division	PO Box 17479 Creekside, Lakewood, CO 80226
Sales Tax Local	CO - City of Loveland	PO Box 202126, Dallas, TX 75320-2126
Sales Tax Local	CO - City of Pueblo	Dept of Finance, PO Box 1427, Pueblo, CO 81002
Sales Tax Local	CO - City of Rifle	202 Railroad Ave, Rifle, CO 81650
Sales Tax Local	CO - City of Sheridan	4101 S. Federal Blvd, Sheridan, CO 80110-5399
Sales Tax Local	CO - City of Thornton	PO Box 209434, Dallas, TX 75320-9434
Sales Tax Local	CO - City of Westminster Sales Tax Division	4800 W 92nd Avenue, Westminster, CO 80031
Sales Tax Local	CO - City of Woodland Park	PO Box 9007, Woodland Park, CO 80866
Sales Tax Local	CO - Grand Junction Sales Tax Division	PO Box 2088, Grand Juncition, CO 81502
Sales Tax Local - PIF	CO - Public Improvement Fee Admin - c/o City of Loveland	Sales Tax Admin, PO Box 892, Loveland, CO 80539
Sales Tax Local - RSF	CO - Retail Sales Fee Amdin, c/o City of Loveland	Sales Tax Admin, PO Box 1386, Loveland, CO 80539
Sales Tax Local	CO - Town of Avon	PO Box 975, Avon, CO 81620
Sales Tax Local	CO - Town of Ridgeway	PO Box 10, Ridgway, CO 81432
Sales Tax Local	CO - Town of Vail	75 S Frantage Road, Vail, CO 81657
Sales Tax Local	CO - Town of Wheat Ridge Tax Division	7500 W 29th Ave, Wheat Ridge, CO 80033
Sales Tax Local	CO - Town of Windsor	301 Walnut Street, Windsor, CO 80550
Sales Tax Local	CO - Town of Winter Park	50 Vasquez Road, PO Box 3327, Winter Park, CO 80482
Sales Tax	CO Dept of Revenue	PO Box 17087, Dever, CO 80217-0087
Sales Tax Local	CO -Town of Silverthorne	PO Box 1309, Silverthorne, CO 80498
Sales Tax	CT - Dept of Revenue Services	Tax Department, 25 Sigourney St, Hartford, CT 06106
Sales Tax Local - Tribal	CT - Mashantucket Pequot Tribal	Office of Revenue & Taxation, 110 Peguot Trail, PO Box 3008, Mashantucket, CT 06339-3008
Sales Tax	DC - Office of Tax & Revenue	Washington, DC 20090-6196
Gross Receipts	DE Division of Revenue	PO Box 2340, Wilmington, DE 19899-2340
Sales Tax	FL Dept of Revenue	5050 W Tennessee ST, Tallahassee, FL 32399-0120
Sales Tax	GA Dept. of Revenue	PO Box 105408, Atlanta, GA 30348-5408
Sales Tax	HI Dept of Taxation	PO Box 1425, Honolulu, HI 96806-1425
Sales Tax	IA Dept of Revenue	PO Box 10412, Des Moines, IA 540306-0412
Sales Tax	ID State Tax Commission	PO Box 36, Boise, ID 83722-0410
Sales Tax	IL Dept of Revenue	PO Box 19013, Springfield, IL 62794-9013
Sales Tax	IN Dept of Revenue	PO Box 7218, Indianapolis, IN 46207-7218
Sales Tax	KS Dept of Revenue	PO Box 3506, Topeka, KS 66625-3506
Sales Tax	KY Dept of Revenue	Division of Sales & Use Tax, Station 67, PO Box 181, Frankfort, KY 40201-0181
Sales Tax	MA Dept of Revenue	PO Box 7010, Boston, MA 02204
Sales Tax	MD - Revenue Administration Division	110 Carroll Street, Annapolis, MD 21441-0001
Sales Tax	ME Revenue Services	PO Box 1065, Augusta, ME 04332-1065
Sales Tax	MI Dept of Treasury	Lansing, MI 48930

Sales Tax	MN Dept of Revenue	Mail Station 6330, 600 N Robert St, St. Paul, MN 55146-6330
Sales Tax	MO Dept of Revenue - Taxation Division	PO Box 358, JeffersonCity, MO 65105-0840
Sales Tax	MS Dept of Revenue	PO Box 960, Jackson, MS 39205-0960
Sales Tax	NC Dept of Revenue	PO Box 25000, Raleigh, NC 27640-0640
Sales Tax	NE Dept of Revenue	PO Box 98923 Lincoln, NE 68509-8923
Sales Tax	NJ Division of Taxation	PO Box 999, Trenton, NJ 08646
Sales Tax - Bag Fees	NM - City of Las Cruces	PO Box 20000, Lasa Cruces, NM 88004
Sales Tax	NM Taxation & Revenue Dept	PO Box 630, Sante Fe, NM 87504-0630
Sales Tax	NV - State of Nevada - Sales/Use Tax	PO Box 846189, Los Angeles, CA 90084-6189
Sales Tax	NY Sales Tax Processing	PO Box 15168, Albany, NY 12212-5168
Ohio Commercial Activity Tax (CAT)	OH DEPT OF TAXATION	Business Tax Division, PO Box 16158, Columbus, OH 43216-6158
Sales Tax	OH Dept of Taxation	PO Box 16560, Columbus, OH 43216-6560
Sales Tax	OK Tax Commission	PO Box 26850, Oklahoma City, OK 73126
Sales Tax	PA Dept of Revenue	PO Box 28404, Harrisburg, PA 17128
Sales Tax	RI Division of Taxation	One Capitol Hill, Providence, RI 02908-5800
Sales Tax	SCDOR	PO Box 100193, Columbia, SC 29202
Sales Tax	SD Dept of Revenue	Anderson Building, Mail Stop 5055, Pierre, SD 57501
Sales Tax	TN Dept of Revenue	Andrew Jackson State office Building, 500 Deaderick St, Nashville, TN 37242
Sales Tax	TX Comptroller of Public Accounts	PO Box 13528, Capitol Station, Austin, TX 78711-3528
Sales Tax	UT - Tax Commission	210 North 1950 West, Salt Lake City, UT 84134
Sales Tax	VT Dept of Taxes	PO Box 1881, Montpeliier, VT 05601-1881
Sales Tax	WA State Dept of Revenue	PO Box 47476, Olympia, WA 98504-7476
Sales Tax - Resort	WI - RESORT - WI DEPT OF REVENUE	PO BOX 8946, MADISON, WI 53708-8946
Sales Tax	WI Dept of Revenue	PO Box 8921, Madison, WI 53708-8921
B & O Return	WV - Charleston B&O	PO Box 7786, Charleston, WV 25356
B & O Return	WV - City of Vienna B&O	PO Box 5097, Vienna, WV 26105-5097
Sales Tax	WV - Revenue Center	1001 Lee St E, Charleston, WV 25301
B & O Return	WV - Village of Barboursville B&O	Village Hall, PO Box 266, Barboursville, WV 25504
B & O Return	WY - Dept of Revenue	Excise Tax Division, 122 W 25th St. Cheyenne, WY 82002-0110
Sales Tax	LA Dept of Revenue	PO Box 3138, Baton Rouge, LA 70821-3138
Sales Tax Local	LA - Ouachita Monroe Parish	PO Box 123, Monroe, LA 71210-0123
Sales Tax Local	LA - Ascension Parish Sales Tax Authority	PO Box 1718, Gonzales, LA 70707
Sales Tax Local	LA - Bossier City - Parish Sales & Use Tax Division	PO Box 71313, Bossier City, LA 71111
Sales Tax Local	LA - Tangipahoa Parish Sales & Use Tax Division	PO Box 159, Amite, LA 70422
Sales Tax Local	LA - Rapides Parish Sales & Use Tax Dept.	PO Box 671, Alexandria, LA 71309
Sales Tax Local	LA - Terrebonne Parish	PO Box 670, Houma, LA 70361-0670
Sales Tax Local	LA - Acadia Parish	PO Drawer 309, Crowley, LA 70527-0309
Sales Tax Local	LA - Allen Parish	PO Drawer 190, Oberlin, LA 70655
Sales Tax Local	LA - Assumption Parish	PO Drawer 920, Napoleonville, LA 70390
Sales Tax Local	LA - Avoyelles Parish	221 Tunica Drive West, Marksville, LA 71351
Sales Tax Local	LA - Beauregard Parish	PO Box 639, DeRidder, LA 70634-0639
Sales Tax Local	LA - Bienville Parish	PO Box 746, Arcadia, LA 71001
Sales Tax Local	LA - Caddo Parish Sales & Use Tax Commission	PO Box 104, Shreveport, LA 71161
Sales Tax Local	LA - Calcasieu Parish Sales & Use Tax Dept.	PO Box 2050, Lake Charles, LA 70602-2050
Sales Tax Local	LA - Caldwell Parish	PO Box 280, Vidalia, LA 71373
Sales Tax Local	LA - Catahoula Parish Sales Tax Fund	PO Box 250, Vidalia, LA 71373
Sales Tax Local	LA - Claiborne Parish Sales & Use Tax	PO Box 600, Homer, LA 71040
Sales Tax Local	LA - Concordia Parish Sales Tax Fund	PO Box 160, Vidalia, LA 71373
Sales Tax Local	LA - DeSoto Parish Sales & Use Tax Commission	PO Box 927, Mansfield, LA 71052
Sales Tax Local	LA - E Baton Rouge Parish Dept of Finance	Revenue Division, PO Box 2590, Baton Rouge, LA 70821
Sales Tax Local	LA - East Carroll Parish	PO Box 130, Vidalia, LA 71373
Sales Tax Local	LA - East Feliciana Parish	PO Box 397, Clinton, LA 70722
Sales Tax Local	LA - Evangeline Parish	PO Box 367, Ville Platte, LA 70586
Sales Tax Local	LA - Franklin Parish	PO Box 337, Winnsboro, LA 71295
Sales Tax Local	LA - Grant Parish Sales Tax Fund	PO Box 187, Colfax, LA 71417
Sales Tax Local	LA - Iberia Parish	PO Box 9770, New Iberia, La 70562-9770
Sales Tax Local	LA - Iberville Parish Sales Tax Dept.	PO Box 355, Plaquemine, LA 70765-0355
Sales Tax Local	LA - Jackson Parish	PO Box 666, Jonesboro, LA 71251-0666
Sales Tax Local	LA - Jefferson Davis Parish	PO Box 1161, Jennings, LA 70546
Sales Tax Local	LA - Jefferson Parish, Bureau of Revenue & Taxation	PO Box 248, Gretna, LA 70054
Sales Tax Local	LA - LaFayette Parish	PO Box 52706, Lafayette, LA 70505-2706
Sales Tax Local	LA - Lafourche Parish	PO Box 669337, Dallas, Tx 75266-9337

Sales Tax Local	LA - LaSalle Parish Sales Tax Fund	PO Box 190, Vidalia, LA 71373
Sales Tax Local	LA - Lincoln Parish	PO Box 863, Ruston, LA 71273-0863
Sales Tax Local	LA - Livingston Parish	PO Box 1030, Livingston, LA 70754
Sales Tax Local	LA - Madison Parish	PO Box 100, Vidalia, LA 71373
Sales Tax Local	LA - Morehouse Parish Sales & Use Commission	PO Box 672, Bastrop, LA 71221-0672
Sales Tax Local	LA - Natchitoches Parish Tax Commission	PO Box 639, Natchitoches, LA 71458-0639
Sales Tax Local	LA - New Orleans Parish - Dept of Finance	Bureau of Revenue - Sales Tax, PO Box 61840, New Orleans, LA 70161-1840
Sales Tax Local	LA - Plaquemines Parish Sales Tax Division	333 F Edward Hebert Blvd, Building 102, Suite 345, Belle Chasse, LA 70037
Sales Tax Local	LA - Pointe Coupee Parish	PO Box 290, New Roads, LA 70760
Sales Tax Local	LA - Red River Parish Tax Agency	Sales Tax Dept, PO Box 570, Coushatta, LA 71019
Sales Tax Local	LA - Richland Parish	PO Box 688, Payville, LA 71269-0688
Sales Tax Local	LA - Sabine Parish	PO Box 249, Many, LA 71449-0249
Sales Tax Local	LA - St. Bernard Parish Sales Tax	PO Box 168, Chalmette, LA 70044
Sales Tax Local	LA - St. Charles Parish	Sales Tax Dept, 13855 River Road, Luling, LA 70070
Sales Tax Local	LA - St. Helena Parish	PO Box 1205, Greensburg, LA 70441
Sales Tax Local	LA - St. James Parish	PO Box 368, Lutcher, LA 70071-0368
Sales Tax Local	LA - St. John Parish	PO Box 2066, LaPlace, LA 70069-2066
Sales Tax Local	LA - St. Landry Parish	PO Box 1210, Opelousas, LA 70571
Sales Tax Local	LA - St. Martin Parish	PO Box 1000, Breaux Bridge, LA 70517
Sales Tax Local	LA - St. Mary Parish	PO Drawer 1279, Morgan City, LA 70381
Sales Tax Local	LA - St. Tammany Parish - Tax Collector	PO Box 1189, Slidell, LA 70459
Sales Tax Local	LA - Tensas Parish	PO Box 430, Vidalia, LA 71373
Sales Tax Local	LA - Union Parish	PO Box 903, Ruston, LA 71273-0903
Sales Tax Local	LA - Vermilion Parish School Board Sales Tax Division	PO Box 1508 Abbeville, LA 70511-1508
Sales Tax Local	LA - Vernon Parish Sales Tax Dept	117 Belview Road, Leesville, LA 71446
Sales Tax Local	LA - Washington Parish	PO Box 508, Franklinton, LA 70438
Sales Tax Local	LA - Webster Parish Sales & Use Tax Commission	PO Box 357, Minden, LA 71058-0357
Sales Tax Local	LA - West Baton Rouge Parish	PO Box 86, Port Allen, LA 70767
Sales Tax Local	LA - West Carroll Parish	410 Willis Street, Oak Grove, LA 71263
Sales Tax Local	LA - West Feliciana Parish	PO Box 1910, St. Francisville, LA 70775-1910
Sales Tax Local	LA - Winn Parish Sales & Use Tax	PO Box 430, Winnfield, LA 71483
Canada - Sales Tax	CANADA -Federal GST/HST	Prince Edward Island Tax Centre, 275 Pope Road, Summerside PE C1N6A2 Canada
Canada - Sales Tax	CANADA - Bristish Columbia	PO Box 9443 Stn Prov Govt, Victoria, BC V8W9W7
Canada - Sales Tax	CANADA - Revenue Quebec	3800, rue de Marly, Quebec, Quebec G1X4A5
Canada - Sales Tax	CANADA - Saskatchewan	Ministry of Finance, Revenue Division, PO Box 200, Regina, SK S4P2Z6
Canada - Sales Tax	CANADA - Manitoba Finance	101-401 York Avenue, Winnipeg, MB R3C0P8
Federal Tax	IRS	Kansas City, MO 64999-0012
Business Privilege Tax	Alabama Dept of Revenue -Business Privilege Tax Section	PO Box 327431, Montgomery, AL 36132-7431
Corp Income Tax	Alabama Dept of Revenue	PO Box 327430, Montgomery, AL 36132-7430
Corp Income Tax	Arizona Dept of Revenue	PO Box 29079, Phoenix, AZ 85038
Corp Income Tax	Arkansas State Income Tax	PO Box 919, Little Rock, AR 72203-0919
Corp Franchise/Income Tax Return	California - Franchise Tax Board	PO Box 942840, Sacramento, CA 94240-001
Corp Income Tax	Colorado Dept of Revenue	Denver, CO 80261-0005
Combine Unitary Crop Bus Tax Return	Connecticut - Dept of Revenue Services	PO Box 2976, Hartford, CT 06104-2976
Corp Income Tax	State of Delaware - Division of Revenue	PO Box 8711, Wilmington, DE 19899-8711
Sub Corp Franchise Tax Return	District of Columbia	PO Box 96148, Washington, DC 20090-6148
Corp Income/Franchise Tax	Florida Dept of Revenue	PO Box 6440, Tallahassee, FL 32314-6440
Corp Income Tax	Georgia Dept of Revenue	PO Box 740397, Atlanta, GA 30374-0397
Corp Income Tax	Hawaii Dept of Taxation	PO Box 3559, Honolulu, HI 96811-3559
Corp Income Tax	Idaho State Tax Commission	PO Box 56, Boise, ID 83756-0056
Corp Income Tax	Illinois Dept of Revenue	PO Box 19048, Springfield, IL 62794-9048
Corp Income Tax	Indiana Dept of Revenue	PO Box 7231, Indianapolis, IN 46207-7231
Corp Income Tax	Iowa Dept of Revenue	PO Box 10460, Des Moines, IA 50306-0460
Corp Income Tax	Kansas Corp Tax	Kansas Dept of Revenue, PO Box 750260, Topeka, KS 66699-0260
Corp/Pass-through Entity Tax	Kentucky Department of Revenue	Frankfort, KY 40618-0010
Net Profit Tax Return	KY - Boone County Fiscal Court	PO Box 960, Burlington, KY 41005-0960
Net Profit Tax Return	KY - City of Bowling Green	PO Box 1410, Bowling Green, KY 42102-1410
Net Profit Occupational License Tax Return	KY - FCPS - Tax Collection Office	PO Box 55570, Lexington, KY 40555-5570
Annual Renewal Occupation License	KY - City of Florence	PO Box 49, Burlington, KY 41005-0049
Net Profit License Fee Return	KY - Division of Revenue, Lexington-Fayette Urban County Government	PO Box 14058, Lexington, KY 40512
Occupational License Tax Return	KY - Louisville Metro Revenue Commission	PO Box 35410, Louisville, KY 40232-5410
Net Profits License Fee Return	KY - Shelby County Occupational	License Office, 419 Washington Street, Shelbyville, KY 40065

Occupational License Tax Return	KY - Tax District of Simpsonville	PO Box 378, Simpsonville, KY 40067
Net Profit Tax Return	KY - Warren County Schools Net Profit Return	PO Box 51530, Bowling Green, KY 42102-5830
Corp Income/Franchise Tax	Louisiana Dept of Revenue	PO Box 91011, Baton Rouge, LA 70821-9011
Corp Income Tax	Maine Revenue Services	PO Box 1060, Augusta, ME 04332-1060
Corp Income Tax	Comptroller of Maryland	Revenue Admin Division, PO Box 549, Annapolis, MD 21411-0001
Corp Tax	Massachusetts Dept of Revenue	100 Cambridge St., Boston, MA 02114
Corp Income Tax	Michigan Dept of Treasury	PO Box 30059, Lansing, MI 48909
Corp Franchise Tax	Minnesota Dept of Revenue	Mail Station 1250, 600 N Robert St. , St. Paul, MN 55146-1250
Corp Income Tax	Mississippi - Dept of Revenue	PO Box 23191. Jackson, MS 39225-3191
Corp Income Tax	Missouri Dept. of Revenue	PO Box 700, Jefferson City, MO 65105-0700
Corp Income Tax	Montana Dept. of Revenue	PO Box 8021, Helena, MT 59604-8021
Corp Income Tax	Nebraska Dept of Revenue	PO Box 94818, Lincoln, NE 68509-4818
Commerce Tax Return	Nevada Dept of Taxation	Attn: Commerce Tax Remittance, 3850 Arrowhead Drive, Carson City, NV 89706
Business Tax Return	New Hamshire - NH DRA	PO Box 637, Concord, NH 03302-0637
Corp Business Tax	New Jersey Division of Taxation	PO Box666, Trenton, NJ 08646-0666
Corp Income & Franchise Tax	New Mexico Taxation & Revenue Dept.	Corporate Income Tax, PO Box 25127, Sante Fe, NM 87504-5127
Business Corp Tax	New York City Dept of Finance	PO Box 5564, Binghamton, NY 13902-5564
General Bus Corp Combine Franchise Tax Return	NYS Corp Tax	PO Box 15182, Albany, NY 12212-5182
C Corp Tax Return	North Carolina - NCDOR	PO Box 25000, Raleigh, NC 27640-0500
Corp Income Tax	North Dakota - Office of State Tax Commissioner	600 E boulevard Ave, Dept 127, Bismarck, ND 58505-0599
Income Tax Return	OH - Columbus Income Tax	PO Box 182437, Columbus, OH 43218-2437
Net Profit Tax Return	OH - CCA Division of Taxation	PO Box 94810, Cleveland, OH 44101-4810
Income Tax Return	OH - City of Akron	1 Cascade Plaza, Suite 100, Akron, OH 44308-1161
RITA Net Profit Tax Return	OH - RITA	PO Box 94582, Cleveland, OH 44101-4582
Income Tax Return	OH - City of Monroe	PO Box 629, Monroe, OH 45050
Income Tax Return	OH - City of Fairlawn	PO Box 5433, Fairlawn, OH 44334
Corp Income Tax	Oklahoma Tax Commission	PO Box 26800, Oklahoma City, OK 73126
Corp Excise Tax	Oregon Dept of Revenue	Po Box 14790, Salem, OR 97309
Metro Supportive Housing Services - Business Income Tax	Oregon - Revenue Division - Metro SHS Tax	PO Box 9250, Portland, OR 97207-9250
Business Tax Return for Corp	Oregon - Revenue Division	111 SW Columbia St, Suite 600, Portland, OR 97201
Corporate Activity Tax (CAT)	Oregon Dept of Revenue	PO Box 14777, Salem, OR 97309-0960
Corp Net Income Tax Return	Pennsylvania Dept of Revenue	Po Box 280708, Harrisburg, PA 17128-0708
Business Income & Receipts	Pennsylvania -City of Phila	PO Box 1660, Philadelphia, PA 19105-1660
Bus Corp Tax	Rhode Island - Division of Taxation	One Capitol Hill, Suite 9, Providence, RI 02908-5811
Corp Income Tax	South Carolina Dept of Revenue	PO Box 125, Columbia, SC 29214-0032
Franchise Tax	Tennessee Dept of Revenue	500 Deaderick Street, Nashville, TN 37242
Franchise Tax	Texas Comptroller of Public Accounts	PO Box 149348, Austin, TX 78714-9348
Corp & Income Tax	Utah Stat Tax Commission	210 N 1950 W, Salt Lake City, UT 84134-0300
Corp /Business Income Tax	Vermont Dept of Taxes	PO Box 1881, Montpelier, VT 05601-1881
Corp Income Tax	Viriginia Dept of Taxation	PO Box 1500, Richmond, VA 23218-1500
Corp Net Income Tax Return	West Viriginia Tax Division	Tax Account Administration Division, PO Box 1202, Charleston, WV 25324-1202
Franchise/Income Tax Return	Wisconsin Dept of Revenue	PO Box 8908, Madison, WI 53708-8908
Royal - Withholding Pmt (NR4)	Canada - NR4 Program	Jonquiere Tax Centre, P:O Box 1300, LCD Jonquiere, Jonquiere, QC G7SOL 5
Business License	Village of Schaumburg	1000 E. Woodfield Rd., Schaumburg, IL 60173
Business License	City of Florida City	404 West Palm Drive, Building #3, Florida City, FL 33034
Business License	Miami Dade County	200 NW 2nd Ave, Miami, FL 33128
Business License	St Johns County	PO Box 9001, St. Augustine, FL 32085-9001
Business License	Town of Wrentham	79 South Street, Wentham, MA 02093
Business License	City of Aurora	15151 E Alameda Parkway, Suite 1100, Aurora, CO 80012
Business License	City of Locust Grove	PO Box 900, Locust, GA 30248
Business License	City of Vacville	650 Merchant Street, Vacaville, CA 95688
Business License	TN Dept of Revenue	Andrew Jackson State Office Building, 500 Deaderick Street, Nashville, TN 37242
Business License	City of Norfolk	P.O. Box 2260 Norfolk, VA 23501
Business License	Newark Office of Tax Abatement and Special Taxes	920 Mayor Kenneth A. Gibson Blvd, Room B-26, Newark, NJ 070102
Business License	Katherine B Hager, Clerk of Circuit Court	200 N Commerce Street, Centreville, Maryland 21617
Business License	City of Riverside	3900 Main St, Riverside, CA 92522
Business License	Washington Dept of Revenue	P.O. Box 9034, Olympia, WA 98507-9034
Business License	Canada - City of Lethbridge	910 4 Avenue South, Lethbridge, AB T1J 0P6, Canada
Business License	City of Yuma	One City Plaza, Yuma, AZ 85364
Business License	Santa Clara County	191 N. First Street, San Jose, CA 95113
Business License	City of Lakewood	PO Box 220, Lakewood, CA 90714
Business License	City of Bakersfield	1600 Truxtun Avenue, Bakersfiled, CA

Business License	San Bernardino County	P.O. Box 1318, San Bernardino, CA 92402
Business License	City of Cerritos	PO Box 3130, Cerritos, CA 90703
Business License	City of Visalia	220 N. Santa Fe St., Visalia, CA 93292
Business License	Town of Barnstable	367 Main Street, Hyannis, MA 02601
Business License	City of Brockton	Brockton City Hall, Office of the City Clerk, 45 School Street, Brockton, MA 02301
Business License	City of Hyattsville	4310 Gallastin Street, Office of Code Compliance, Hayattsville, Maryland 20781
Business License	City of Chesterfield	690 Chesterfield Pkwy W, Chesterfield, MO 63017-0760
Business License	City of Meridian	601 23rd Avenue, Meridian, MS 39301
Business License	Albuquerque Treasury Department	P.O. Box 17, Albuquerque, NM 87103
Business License	Municipality of Monroeville	2700 Monroeville Boulevard, Monroeville, PA 15146-2388
Business License	State of Washington-Union Gap Customer Service Dept.	P.O. Box 3008, Union Gap, WA 98903
Business License	City of Puyallup	333 S. Meridian, Puyallup, WA 98371
Business License	City of Centralia	PO Box 609, Centralia, WA 98531
Business License	City of Vienna	609 29th Street, Vienna, WV 26105-2466
Business License	Village of Barboursville	PO Box 266 Barboursville, WV 25504
Business License	City of Pismo Beach	760 Mattie Road, Pismo Beach, CA 93449
Business License	Canada - Edmonton Sustainable Development Department	PO Box 2670, Edmonton, AB T5J2G4 Canada
Business License	City of Goldsboro	P.O. Drawer A, Goldsboro, NC 27533
Business License	City of Paterson	125 Ellison St., 1st Floor, Paterson, NJ 07505
Business License	Borough of Paramus	1 West Jockish Square, Upper Level, Paramus, NJ 07652
Business License	City of Ontario	303 East B Street, Ontario, CA 91764
Business License	Montebello Finance Department	1600 W Beverly Blvd, Montebello, CA 90640
Business License	Riverside County Division Of Weights And Measures	P.O. Box 1089, Riverside, CA 92502-1089
Business License	City of Carson	701 E. Carson St., Carson, CA 90745
Business License	City of Tracy	333 Civic Center Plaza, Tracy, CA 95376
Business License	Long Hill Fire District	5400 Main Street, Trumbull, CT 06611
Business License	City of Sunrise	10770 West Oakland Park Blvd., Sunrise, FL 33351
Business License	Orange County Agricultural Commissioner	PO Box 4048, Santa Ana, CA 92702-4048
Business/Sales Tax License Renewal	Canada - City of Surrey	6651 148 Street, Surrey, BC V3S3C7
Business/Sales Tax License Renewal	Lake Elsinore Finance Department	130 S Main St., Lake Elsinore, CA 92530
Business/Sales Tax License Renewal	Berkheimer Tax Administrator	PO Box 21810, Lehigh Valley, PA 18002
Business License	Doral	8401 NW 53rd Terrace | 2nd Floor, Doral, FL 33166
Business License	Canada - Calgary Finance and Supply Department	PO Box 2100 Station M (#8043), Calgary, AB T2P2M5 Canada
Business License	Redondo Beach Treasurer's Office	415 Diamond Street, Redondo Beach, CA 90277
Business License	Brentwood Finance Department	150 City Park Way, Brentwood, CA 94513
Business License	City of Orange	P.O. Box 11024, Orange, CA 92856-8124
Business License	City of Concord	1950 Parkside Drive MS/06, Building C, Concord, CA 94519
Business License	Broward County Revenue Division	115 S. Andrews Ave., Room A100, Fort Lauderdale, FL 33301
Business License	Coral Springs Business Tax Renewal Off.	9500 West Sample Road, Coral Springs, FL 33065
Business License	Orange County Tax Collector's Office	301 S. Rosalind Ave., Orlando, FL 32801
Business License	Broward County Revenue Division	115 S. Andrews Ave., Room A100, Fort Lauderdale, FL 33301
Business License	City of Pembroke Pines	601 City Ctr Wy, Pembroke Pines, FL 33025
Business License	Altamonte Springs City Clerk Department	202 Newburyport Ave, Altamonte Springs, FL 32701
Business License	Jacksonville Tax Collector's Office	231 E. Forsyth Street, Suite 440, Jacksonville, FL 32202
Business License	Clearwater Development Services	100 S. Myrtle Ave., Clearwater, FL 33756
Business License	Hillsborough County Tax Collector	PO Box 30012, Tampa, FL 33630-3012
Business License	Polk County Tax Collector's Office	PO Box 2016, Bartow, FL 33831-2016
Business License	Lakeland Community Development	228 S. Massachusetts Avenue, Lakeland, FL 33801
Business License	Lee County Tax Collector's Office	PO Box 1549, Fort Myers, FL 33902-1549
Business License	Fort Myers Community Development Dept.	1825 Hendry Street, Suite 101, Fort Myers, FL 33901
Business License	Brevard County Tax Collector's Office	450 Cogan Drvie SE, Palm Bay, FL 32909
Business License	Melbourne Revenue Department	900 E Strawbridge Ave, Melbourne, FL 32901
Business License	Orlando Economic Development Dept.	P.O. Box 4990, Orlando, FL 32802-4990
Business License	Indian River County Tax Collector	PO Box 1509, Vero Beach, Florida 32961-1509
Business License	Cutler Bay Town Planning & Zoning Dept.	10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189
Business License	Palm Beach County Tax Collector's Office	P.O. Box 3715, West Palm Beach, FL 33402-3715
Business License	West Palm Beach Construction Services	401 Clematis Street, 1st Floor, West Palm Beach, FL 33401
Business License	Orange County	P.O. Box 545100, Orlando, FL 32854
Business License	City of Sweetwater	1701 NW 112th Ave, Suite 102, Sweetwater, FL 33172
Business License	Ridgeland Finance Department	100 W School Street, Ridgeland, MS 39157
Business License	Gulfport General Finance Office	P.O. Box 1780, Gulfport, MS 39502
Business License	Miami-Dade County Fire Rescue Department	9300 NW 41st Street, Miami, FL 33178-2414

Business License	Upper St. Clair Township	1820 McLaughlin Run Road, Upper St Clair, PA 15241
Business License	San Diego County Agriculture Department	9325 Hazard Way, Suite 100, San Diego, CA 92123-1217
Business License	Canada - Tsawwassen First Nation	1926 Tsawwassen Drive, Tsawwassen, BC V4M 4G2, Canada
Business License	County of Los Angeles	225 N Hill St #109, Los Angeles, CA 90012
Business License	City of Fresno	2600 Fresno Street, Fresno, CA 93721
Business License	City of Stonecrest	3120 Stonecrest Blvd, Suite 190, Stonecrest, GA 30038
Business License	City of Las Cruces	Community Development, P.O. Box 20000, Las Cruces, NM 88004
Business License	City of Hattiesburg	P.O. Box 1898, Hattiesbury, MS 39403-1898
Business License	Karen A Bushell, Clerk of Circuit Court	50 Maryland Avenue, Room 1300, Rockville, Maryland 20850
Business License	City of Southaven	8710 Northwest Dr, Southaven, MS 38671
Business License	Canada - City of Saskatoon	City Hall, 3rd Floor, 222 3rd Avenue North, Saskatoon, SK S7K 0J5
Business License	City of Ft. Smith	PO Box 1908, Fort Smith, AR 72902
Business License	City of Layton	437 N Wasatch Dr, Layton, UT 84041
Business License	City of Branson	110 W. Maddux St., Branson, MO 65616
Business License	Cumberland County	1 Courthouse Square, Carlisle, PA 17013
Business License	Village of Chicago Ridge	10455 S. Ridgeland Ave., Chicago Ridge, IL 60415
Business License	Lehi City	131 N 100 E, Lehi, UT 84043
Business License	Canada - City of Edmonton	PO Box 2670, Edmonton, AB T5J 2G4
Business License	Contra Costa County Agriculture Dept.	2380 Bisso Lane, Suite A, Concord, CA 94520
Business License	City of Montclair	5111 Benito Street, PO Box 2308, Montclair, CA 91763
Business License	Village of Norridge	4000 N. Olcott Ave., Norridge, IL 60706
Business License	Kevin R Tucker, Clerk of Circuit Court	24 Summit Avenue, Hagerstown, MD 21740
Business License	Clerk of Circuit Court	100 West Patrick St, Frederick, Maryland 21701
Business License	City of Palm Desert	73510 Fred Waring Drive, Palm Desert, CA 92260
Business License	Worcester County Circuit Court	One West Market Street, Room 104, Snow Hill, Maryland 21863
Business License	Clerk of Circuit Court	PO Box 198, Salisbury, Maryland 21803-0198
Business License	Lisa A Yates, Circuit Court Clerk	200 Charles Street, La Plata, Maryland 20646
Business License	Prince Georges County Circuit Court	14735 Main Street, Upper Marboro, Maryland 20772
Business License	Rome City Clerk's Office	PO Box 1433, Rome, GA 30162
Business License	City of Aiken	P.O. Box 1177, Aiken, SC 29802
Business License	Clerk of Circuit Court	8 Church Circle, Room H-101, Annapolis, Maryland 21401
Business License	Suzanne Mensh, Clerk of Circuit Court	PO Box 6754, Towson, Maryland 21285
Business License	Victorville Finance Department	14343 Civic Drive, Victorville, CA 92392
Business License	Canada - City of Coquitlam	3000 Guildford Way, Coquitlam, BC V3B 7N2, Canada
Business License	City of San Bernardino	201 N E St Bldg a, San Bernardino, CA 92401
Business License	Plymouth Township	Tri-State Financial Group, PO Box 38, Bridgeport, PA 19405-0038
Business License	City of San Diego	P.O. Box 122289, San Diego, CA 92112-2289
Business License	City of San Jose	200 E Santa Clara St, San Jose, CA 95113
Business License	City of Spartanburg	PO Drawer 1749, Spartanburg, SC 29304
Business License	City of Gaffney	P.O. Box 2109, Gaffney, SC 29342
Business License	Wilson School Dist	2620 Westview Dr., Wyomissing, PA 19610
Business License	City of Columbia	PO Box 147, Columbia, SC 29217
Business License	City of Florence	324 West Evans Street, 4th Floor, Florence, SC 29501
Business License	Springfield Township	50 Powell Road, Springfield, PA 19064
Business License	City of Myrtle Beach	P.O. Box 2468, Myrtle Beach, SC 29578
Business License	City of Greenville	PO Box 2207, Greenville, SC 29602
Business License	Alameda County Agriculture Department	224 W. Winton Avenue, Room 169, Hayward, CA 94544
Business License	City of Santa Ana	20 Civic Center Plaza, Santa Ana, CA 92701
Business License	AASD Tax Office (Logan Township)	1400 8th Avenue, Altoona, PA 1660
Business License	City of Huntington Park	6550 Miles Avenue, Huntington Park, CA 90255
Business License	City of Santa Fe	PO Box 909, Santa Fe, New Mexico 87504-0909
Business License	City of Woodburn	Finance Dept, 270 Montgomery Street, Woodburn, OR 9071
Business License	Village of Greendale	6500 Northway, Greendale, WI 53129
Business License	County of Delaware	1510 Chester Pike, Eddystone, PA 19022
Business License	Bucks County Department of Consumer Protection/Weights & Measures	1260 Almshouse Road, 4th Floor, Doylestown, PA 18901
Business License	City of Reno	City of Reno Business License Division, P.O. Box 1900, Reno, NV 89505
Business License	National City Finance Department	1243 National City Blvd., National City, CA 91950
Business License	City of Hayward	777 B Street, Hayward, CA 94541-5077
Business License	City of LaGrange	200 Ridley Avenue, LaGrange, GA 30240
Business License	City of Dalton	City Clerk's Office, P.O. Box 1205, Dalton, GA 30722-1205
Business License	CIty of Hammond	P.O. Box 2788, Hammond, LA 70404
Business License	City of Camarillo	601 Carmen Drive, Camarillo, CA 93010

Business License	Bossier City-Parish Finance Department	PO Box 5337, Bossier City, LA 71171-5337
Business License	Rapides Parish Sales & Use Tax Dept	5606 Coliseum Blvd, Alexandria, LA 71303
Business License	Macon-Bibb County	PO Box 4503, Macon, GA 31208-4503
Business License	Los Angeles City Office of Finance	P.O. Box 102654, Pasadena, CA 9118-2654
Business License	City of Monroe	Pasadena, CA 91189-2654
Business License	Bossier City-Parish Finance Department	PO Box 5337, Bossier City, LA 71171-5337
Business License	Rapides Parish Sales & Use Tax Dept	5606 Coliseum Blvd, Alexandria, LA 71303
Business License	City of Calhoun	PO Box 248, Calhoun, GA 30703
Business License	Gwinnett County	PO Box 1045, Lawrenceville, GA 30046
Business License	County of Chesterfield	P.O. Box 124, Chesterfield, VA 23832
Business License	Richland County	Business Service Center, P.O. Box 192, Columbia, SC 29202
Business License	City of Reno	City of Reno Business License Division, P.O. Box 1900, Reno, NV 89505
Business License	Chesapeake Commissioner of the Revenue	PO Box 15285, Chesapeake, VA 23328-5285
Business License	County of Loudoun	Business Tax Division, PO Box 8000(Mailstop #32A), Leesburg, VA 20177
Business License	CIty of Hammond	P.O. Box 2788, Hammond, LA 70404
Business License	City of Gonzales	120 S. Irma Boulevard, Gonzales, LA 70737
Business License	Prince William County	Taxpayer Services, Tax Adminstration Division, PO Box 2467, Woodbridge, VA 22195-2467
Business License	Roanoke Commissioner of the Revenue	Commissioner of the Revenue, City of Roanoke, 215 Church Avenue, Room 251, Roanoke, VA
Business License	Charleston County	Attn: Charleston County Business License Department, 4045 Bridge View Dr., N. Charleston, SC 29405-7464
Business License	Columbus Consolidated Government	P.O. Box 1397, Columbus, Georgia 31902
Business License	Town of Leesburg	25 West Market Street, Leesbury, VA 20176
Business License	City of Colonial Heights	PO Box 3401 Colonia Heights, VA 23834
Business License	Loudoun County	Commissioner of The Revenue, 1 Harrison St, SE, 1st Floor, PO Box 8000, Leesburg, VA 20177
Business License	Fairfax County Taxes and Revenue Dept.	12000 Government Center Parkway, Suite 223, Fairfax, VA
Business License	City of Morrow	1500 Morrow Rd, Morrow, GA 30260
Business License	Newport News Commissioner of Revenue	2400 Washington Ave, Newport News, VA 23607
Business License	City of Chesapeake	Commisssioner of the Revenue, Attn: Business Tax, PO Box 15285, Chesapeake, VA 23328
Business License	James City County Revenue Commissioner	PO Box 283, Williamsbury, VA 23187
Business License	Prince William County Finance Dept.	Taxpayer Services, Tax Adminstration Division, PO Box 2467, Woodbridge, VA 22195-2467
Business License	Canada - Winnipeg Community By-Law Enforcement Services	Main Floor, 395 Main Street (corner of Main Street and McDermot Avenue), Winnipeg, MB R3B 3N8
Business License	Township of Abington	1176 Old York Road, Abington, PA 19001
Business License	Calumet City Office of the City Clerk	204 Pulaski Road, Calumet City, IL 60409
Business License	City of Fort Payne	100 Alabama Avenue NW, Fort Payne, AL 35967
Business License	Auburn Town Board of Selectmen	104 Central Street, Auburn, MA 01501
Business License	City of Savannah	PO Box 1228, Savannah, GA 31402-1228
Business License	City of Fairfield	100 Webster St. Fairfield, CA 94533
Business License	City of Sacramento	915 I Street, Sacramento, CA 95814
Business License	Sacramento County Agriculture Department	4137 Branch Center Road, Sacramento, CA 95827
Business License	City of Salinas	200 Lincoln Avenue, Salinas, CA 93901
Business License	City of Wilmington	P.O. Box 1810, Wilmington, NC 28402
Business License	Culver City Treasurer's Office	9770 Culver Blvd, 1st Floor, Culver City, CA 90232
Business License	Los Angeles County Agricultural Commissioner Weights And Measures	12300 Lower Azusa Road, Arcadia, CA 91006-5872
Business License	City of Milpitas	455 E Calaveras Blvd, Milpitas, CA 95035
Business License	City of West Covina	1444 W Garvey Avenue South, West Covina, CA 91790
Business License	City of Chandler Tax & License Division	Mail Stop 701, PO Box 4008, Chandler, AZ 85244-4008
Business License	Las Vegas Finance and Business Services	495 S. Main St., Las Vegas, NV 89101
Business License	City of Hoover	PO Box 360628, Hoover, AL 35236-0628
Business License	Albuquerque Treasury Department	P.O. Box 17, Albuquerque, NM 87103
Business License	City of Montgomery	25 Washington Avenue, 3rd Flr, Montgomery, AL 36104
Business License	City of Mobile	PO Box 3065, Mobile, AL 36652-3065
Business License	City of Monterey Park	320 West Newmark Ave., Monterey Park, CA 91754
Business License	City of Gilroy	8839 N. Cedar Ave. #212, Fresno, CA 93720
Business License	City of El Centro	P.O. Box 2328, El Centro, CA 92244
Business License	City of Dothan	PO Box 2128, Dothan, AL 36302
Business License	Berks Earned Income Tax Bureau	1125 Berkshire Blvd, Suite 115, Wyomissing, PA 19610
Business License	City of Moreno Valley	PO Box 88005, Moreno Valley, CA 92552
Business License	Canada - City of Kelowna	City Hall, 1435 Water ST, Kelowna, BC V1Y1J4 Canada
Business License	City of Statesboro	PO Box 348, Statesboro, GA 30459
Business License	City of Leeds	1400 9th Street, Leeds, AL 35094
Business License	City of Yuba City	1201 Civic Center Boulevard, Yuba City, CA 95993
Business License	City of Hanford	315 N Douty St, Hanford, CA 93230-3951
Business License	City of Livermore	1052 S Livermore Ave, Livermore, CA 94550

Business License	Calexico Finance Department	P.O. Box 49367, San Jose, CA 95161-3967
Business License	Utah Department of Agriculture and Food	4315 S 2700 W, TSOB South Bldg, Floor 2, Taylorsville, UT 84129-2188
Business License	Huntsville Clerk's Office	PO Box 308, Huntsville, AL 35804
Business License	Clark County Business License Dept.	Clark County Business License, 500 S. Grand Central Pkwy, 3rd Floor, Box 551810, Las Vegas, NV 89155 [1, 2]
Business License	Township of Gloucester	P.O. Box 8, Blackwood, NJ 08012
Business License	City of Atlantic City	1301 Bacharach Blvd., 1st Floor, Suite 120, Atlantic City, NJ 08401
Business License	Village of Rosemont	9501 Technology Blvd., Suite 4000, Rosemont, IL 60018
Business License	City of Las Vegas	Business Licensing Division, 495 S. Main St., 1st Floor, Las Vegas, NV 89101
Business License	Jefferson County Revenue Department	716 Richard Arrington Jr. Boulevard N, Birmingham, AL 35203
Business License	Fayetteville Development Services Department	203 Temple Avenue North, Fayette, AL 35555
Business License	Taney County	P.O. Box 1086, Forsyth, MO 65653
Business License	Town of Pleasant Prairie	9915 39th Avenue, Pl, Plesant Praireie, WI 53158
Business License	City of Farmington	Pleasant Prairie, WI 53158
Business License	City of Tupelo	City of Tupelo, P.O. Box 1485, Tupelo, MS 38802-1485
Business License	DE Division of Revenue	PO Box 2340, Wilmington, DE 19899-2340
Business License	City of Tucson	201 N Stone Ave, Tucson, AZ 85701
Business License	City of Fairview Heights	10025 Bunkum Road, Fairview Heights, IL 62208
Business License	LA Dept of Agri & Forestry	5825 Florida Blvd., Ste. 1003, Baton Rouge, LA 70806
Business License	City of Santa Fe	PO Box 909, Santa Fe, New Mexico 87504-0909
Business License	Town of Niagara	7105 Lockport Road, Niagara, NY 14305
Business License	Village of Orland Park	14700 S. Ravinia Ave., Orland Park, IL 60462
Business License	City of Auburn	1 E Main St, Auburn, WA 98001-4998
Business License	Gila River Indian Community	PO Box 2160, Sacaton, AZ 85147
Business License	Village of Gurnee	325 N. O'Plaine Road, Gurnee, IL 60031
Business License	Jackson County	4965 Jackson Pkwy, Jefferson, GA 30549
Business License	Imperial County Agriculture Department	852 Broadway Street, El Centro, CA 92243
Business License	Ventura County Weights & Measures Dept.	555 Airport Way, Suite E, Camarillo, CA 93010
Business License	Dawson County	25 Justice Way, Suite 2322, Dawsonville, GA 30534
Business License	Canada - City of Kamloops	105 Seymour Street, Kamloops, BC V2C2C6 Canada
Business License	City of Downey	P.O. Box 7016, Downey, CA 90241-7016
Business License	Augusta Panning & Development Authority	P.O. Box 9270, Augusta, GA 30906
Business License	City of Little Rock	Treasury Management Division, 500 W Markham St, Ste 100, Little Rock, AR 72201
Business License	Pearl Community Development Department	City of Pearl, P.O. Box 5948, Pearl, MS 39288
Business License	Canada - City of Prince George	1100 Patricia Bouevard, Prince George, BC V2L3V9 Canada
Business License	City of Woodstock	12453 Highway 92, Woodstock, GA 30188
Business License	Douglasville Finance Department	ATTN: Finance Department, PO Box 219, Douglasville, GA 30133
Business License	Cobb County	P.O. Box 649, Marietta, GA 30061-0649
Business License	Village of North Riverside	2401 S. DesPlaines Avenue, North Riverside, IL 60546
Business License	Huntington Park Revenue Collection Div.	PO Box 840231, Los Angeles, CA 90084-0231
Business License	Village of Birch Run	12060 Heath St., PO Box 371, Birch Run, MI 48415
Business License	Greene County Collector of Revenue	940 N. Boonville Ave., Rm. 107, Springfield, MO 65802-3846
Business License	Township of Whitehall	3219 MacArthur Road, Whitehall, PA 18052
Business & Tax License	City of Wheat Ridge	7500 W 29th Ave, Wheat Ridge, CO 80033
Sales Tax License	Town of Ridgway	201 N Railroad St, Ridgway, CO 81432
Business License	City of Arvada	8101 Ralson Road, Arvada, CO 80002
Economic Nexus Sales Tax License	City of Sheridan	4101 S Federal Blvd, Sheridan, CO 80110-5399
Sales Tax License	City of Rifle	202 Railroad Ave, Rifle, CO 81650
State License	State of Alabama	375 South Ridpley St, Montgomery, AL 36104
Business License	County of Riverside	P.O. Box 1208, Riverside, CA 92502

THIS IS **EXHIBIT "I"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to (i) maintain the Insurance Policies, Surety Bond Program, and Surety Standby Letters of Credit (each as defined below), together with the other insurance- and surety-related letters of credit described herein, and honor all prepetition and postpetition obligations arising thereunder or in connection therewith as they become due in the ordinary course of business, including pursuant to the Premium Financing Agreements (as defined below), (ii) renew, supplement, modify, extend, replace, purchase, or finance insurance coverage, renew, supplement, modify, extend, replace, or obtain surety coverage and related letters of credit, and execute related agreements in the ordinary course of business, (iii) continue honoring

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

their obligations under 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 (as defined below); and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 361, 363, 364, 503, 1107, 1108, and 1112 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 4001(c), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The

Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Insurance Policies and Related Payment Obligations

7. In the ordinary course of business, the Debtors maintain approximately fifty-one (51) insurance policies (all insurance policies maintained by or on behalf of, issued to, or providing coverage to any of the Debtors, including policies providing coverage for prior periods and all related binders, endorsements, amendments, supplements, renewals, extensions, and replacements, together with any new insurance policies obtained by the Debtors in the ordinary course of business, are referred to herein collectively as the "Insurance Policies," whether or not identified on **Exhibit C** hereto). A non-exhaustive schedule of the Insurance Policies is attached as **Exhibit C**.[3] The Insurance Policies administered by various third-party insurance carriers (the "Insurance

[3] The descriptions of the Insurance Policies set forth in this Motion and **Exhibit C** constitute summaries only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with

Carriers"). The Insurance Policies provide coverage for, among other things, losses related to the Debtors' real and personal property, professional and general liability, crime liability, cyber liability, directors' and officers' liability, fiduciary liability, automobile liability, workers' compensation, and employer and employment practices liability. In addition, certain of the Insurance Policies provide layers of excess liability coverage. The Debtors have selected policy specifications and insured limits that they believe to be appropriate given the relative risk of loss, the cost of the coverage, and industry practice. In the opinion of the Debtors' management, they maintain adequate insurance with limits and coverages that they believe to be commercially reasonable.

8. The Debtors' ability to maintain, renew, supplement, and modify the Insurance Policies as needed, enter into new insurance policies, and satisfy corresponding premium payments, including pursuant to the Premium Financing Agreements (as defined below), in the ordinary course of business is essential to preserving the value of the Debtors' business, properties, and assets. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the Bankruptcy Code and the *Region 3 Operating Guidelines for Chapter 11 Cases* (the "U.S. Trustee Guidelines") published by the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), which require, among other things, that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. *See* 11 U.S.C. § 1112(b)(4)(C); U.S. Trustee

those descriptions. The Debtors request relief with respect to all Insurance Policies and related obligations described in this Motion, regardless of whether any particular Insurance Policy or Insurance Carrier is specifically identified in this Motion or **Exhibit C**. Neither the omission of an Insurance Policy or Insurance Carrier from **Exhibit C** nor the number of policies identified therein limits the scope of the relief requested.

Guidelines § 3. It is therefore critical that the Debtors maintain appropriate insurance coverage at all times.

9. For these reasons, the Debtors request authority, but not direction, to (a) maintain the Insurance Policies and honor all prepetition and postpetition obligations arising thereunder or in connection therewith, including pursuant to the Premium Financing Agreements (as defined below), (b) pay Broker Fees (as defined below), and (c) renew, supplement, modify, extend, replace, finance, or purchase insurance coverage and renew, modify, replace, or enter into related premium financing agreements in the ordinary course of business and consistent with prepetition practices and procedures to ensure uninterrupted coverage, in each case subject to the proposed orders.

I. Insurance Premiums.

10. The Insurance Policies generally are one year in length and renew annually, with most of the policies renewing in March, April or July of each calendar year.

11. The Debtors estimate that, as of the Petition Date, there is approximately $1,279,932 in outstanding premium obligations ("Premiums") due on account of the Insurance Policies, including remaining scheduled installments, approximately $564,774 of which the Debtors expect will come due between the entry of the Interim Order and the Final Order (the "Interim Period"). These amounts include Premiums payable pursuant to the Premium Financing Agreements (defined and described below).

12. With respect to the Insurance Policies, the Debtors pay certain Premiums in advance and others in installments, including under existing premium financing agreements (the "Premium Financing Agreements") with FIRST Insurance Funding, a division of Lake Forest Bank & Trust Company, N.A. ("First Insurance"). The Debtors finance certain of their cyber,

property, and bundled casualty, directors' and officers', crime, and umbrella policies through First Insurance. Under the terms of the Premium Financing Agreements, the Debtors make an initial down payment on the total Premiums due for the financed Insurance Policies and thereafter make monthly payments. As of the Petition Date, the Debtors estimate that they will owe approximately $990,451.71 to First Insurance. During the Interim Period, the scheduled installments payable under the Premium Financing Agreements are $76,146.79 for cyber coverage, $169,671.51 for property coverage and $194,227.95 for bundled coverage. These installments total $440,046.25 and are included in, not additional to, the Interim Period premium estimate above.

13. The Premium Financing Agreements provide First Insurance with security interests in the financed Insurance Policies, related unearned Premiums, and other specified sums that may become payable thereunder. In the Debtors' business judgment, maintaining this financing will preserve insurance coverage and avoid the cost and disruption of obtaining replacement financing or paying financed Premiums in advance. Accordingly, the Debtors seek authority, but not direction, to continue honoring all prepetition and postpetition obligations under the Premium Financing Agreements, continue the grant of security interests thereunder in the specified policy-related collateral, and renew, modify, replace, or enter into new premium financing agreements in the ordinary course of business and consistent with prepetition practices and procedures, subject to the proposed orders.

II. Deductibles.

14. Pursuant to certain of the Insurance Policies, the Debtors are required to pay various deductibles (the "Deductibles") depending upon the type of claim and Insurance Policy involved. Generally, if a claim is made against an Insurance Policy that is subject to a Deductible, the applicable Insurance Carrier administers the claims, makes payments for the entire claim, and then

invoices the Debtors for the Deductible. As a result, the Insurance Carriers may have prepetition claims against the Debtors. The Debtors risk losing their Insurance Policies if they fail to pay Deductibles, which would not only greatly increase the risk related to the Debtors' operations but may cause the Debtors to violate state laws requiring them to have such policies. The Debtors estimate that, as of the Petition Date, there is approximately $2.2 million in open claims, with a maximum of approximately $1.48 million in corresponding Deductibles that could come due during the Interim Period. The Debtors seek authority, but not direction, to satisfy any prepetition amounts that may be due and owing on account of the Deductibles and to continue honoring all payment obligations under the Deductibles in the ordinary course of business and consistent with prepetition practice on a postpetition basis.

Insurance Brokers and Broker Fees

15. The Debtors obtain their Insurance Policies through their insurance brokers, Alliant Insurance Services, Inc. and Jones DesLauriers Insurance Management (the "Insurance Brokers"). The Insurance Brokers, among other things, (a) assist the Debtors in obtaining comprehensive insurance for their operations in a cost-effective manner, (b) advise the Debtors on the negotiation of the Insurance Policies, enabling the Debtors to obtain the Insurance Policies on advantageous terms and rates, and (c) provide ongoing support throughout the applicable policy periods for the Insurance Policies.

16. In exchange for these services, the Debtors pay fees to the Insurance Brokers (the "Broker Fees"). The Debtors estimate that, as of the Petition Date, they will owe approximately $62,500 in Broker Fees, all of which will come due during the Interim Period. The Debtors seek authority, but not direction, to pay any prepetition Broker Fees and to continue honoring all Broker

Fees as they come due in the ordinary course of business and consistent with prepetition practice on a postpetition basis.

The Surety Bonds and Related Payment Obligations

17. In the ordinary course of business, the Debtors are required to maintain various surety bonds (each, a "Surety Bond" and, collectively, the "Surety Bonds") that allow the Debtors to conduct core aspects of their business, guarantee their ability to perform certain actions, and secure their performance obligations (the "Surety Bond Program"). As of the Petition Date, the Debtors maintain approximately eight (8) Surety Bonds in an aggregate amount of approximately $18,747,786.41. The Surety Bonds primarily guarantee the Debtors' performance with respect to certain state tax and financial obligations, Canadian customs and utility obligations, and U.S. customs importer and drawback obligations.

18. For example, the Debtors must maintain bonds to assure the United States Customs and Border Protection ("U.S. Customs") that they will be able to pay any applicable duties, taxes, and fees that arise on account of the Debtors' import activity. *See* 19 U.S.C. § 1623; 19 C.F.R. pt. 113 (2026). Failure to provide, maintain, or timely replace the Surety Bonds may result in violations of federal law. In addition, in the ordinary course of business, the Debtors often post utility bonds to guarantee their obligations to certain utility providers that service the Debtors' brick-and-mortar retail footprint. Failure to post such utility surety bonds could jeopardize the Debtors' relationship with certain of their utility providers, which would be detrimental to these chapter 11 cases. A schedule of the Surety Bonds that the Debtors currently maintain is attached hereto as **Exhibit D**.[4]

[4] The descriptions of the Surety Bonds set forth in this Motion and in **Exhibit D** constitute a summary only. The actual terms of the Surety Bonds and related agreements will govern in the event of any inconsistency with the description in this Motion. Furthermore, the Debtors request relief with respect to all Surety Bonds, regardless

19. The Debtors estimate that, as of the Petition Date, there is approximately $3,654 due on account of the Surety Bond Program. Accordingly, the Debtors request authority, but not direction, to maintain the existing Surety Bond Program, including, without limitation, to: (a) pay all outstanding prepetition and postpetition amounts owed on account of the Surety Bond Program as they become due, including premiums, fees, expenses, reimbursement obligations, and indemnity obligations; (b) maintain, renew, supplement, extend, replace, cancel, or modify the Surety Bonds and obtain new surety bonds as needed; and (c) provide, replenish, replace, or increase cash collateral supporting the Surety Standby Letters of Credit and other insurance- and surety-related letters of credit and otherwise satisfy related collateral, reimbursement, and indemnity requirements, in each case in the ordinary course of business, consistent with prepetition practice, and subject to applicable financing and cash collateral orders and approved budgets, including permitted variances. This relief does not grant unspecified new liens or priorities.

The Surety Standby Letters of Credit and Other Related Letters of Credit

20. The issuance of a surety bond shifts the risk of the Debtors' nonperformance or nonpayment from the Debtors to a surety. Unlike an insurance policy, if a surety incurs a loss on a surety bond, it is generally entitled to recover the full amount of that loss from the principal (*i.e.*, the Debtors). Here, however, the Surety Bonds are supported by fully cash-collateralized standby letters of credits (the "Surety Standby Letters of Credit") with Wells Fargo Bank, National Association as the fronting bank and the Debtors' surety providers, Atlantic Specialty Insurance Company and Fidelity & Deposit Co. of Maryland (the "Surety Providers"), as the beneficiaries. Any draw by the surety with respect to a surety loss would be satisfied from the cash collateral backing the Surety Standby Letters of Credit, rather than giving rise to a reimbursement claim

of whether such Surety Bond is specifically identified on **Exhibit D**.

against the Debtors. The Surety Standby Letters of Credit serve as a backstop to the approximately $18,747,786.41 in total outstanding Surety Bonds.

21. The Debtors are responsible for any charges and fees associated with the Surety Standby Letters of Credit. As of the Petition Date, the Debtors do not owe any amounts on account of the Surety Standby Letters of Credit. However, out of an abundance of caution and to ensure uninterrupted coverage under the Surety Bond Program, the Debtors request authority, but not direction, to pay all outstanding prepetition amounts on account of the Surety Standby Letters of Credit in cash as they become due and payable and continue making such payments in the ordinary course of the Debtors' business.

Basis for Relief

I. The Bankruptcy Code and U.S. Trustee Guidelines Require the Debtors to Maintain Insurance Coverage and Satisfy Their Insurance Obligations.

22. The Insurance Policies, Surety Bond Program, and Surety Standby Letters of Credit provide a comprehensive range of protection for the Debtors' business, properties, and assets, and in some cases, are required by the regulations, laws, and contracts that govern the Debtors' commercial activities. Therefore, it is essential that the Debtors' Insurance Policies continue in full force and effect during the course of these chapter 11 cases. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, U.S. Trustee Guidelines require a debtor in possession to maintain certain types of insurance following the Petition Date and pay all insurance premiums as they come due. *See* U.S. Trustee Guidelines § 3. Accordingly, continuation of the Insurance

Policies and Surety Bond Program, together with the related credit support, is essential during these chapter 11 cases.

23. To ensure that the Debtors comply with section 1112(b)(4)(C) of the Bankruptcy Code, applicable state and federal regulations, and the U.S. Trustee Guidelines, the Debtors request authority, but not direction, to honor all prepetition and postpetition obligations arising under or in connection with the Insurance Policies, including pursuant to the Premium Financing Agreements, the Surety Bond Program, the Surety Standby Letters of Credit, including all amounts due in connection with Premiums, Deductibles, Broker Fees, and related fees and expenses, and, if necessary, to supplement, extend, renew, or replace their Insurance Policies, Surety Bonds, and the related Surety Standby Letters of Credit, in each case in the Debtors' business judgment and without further order of the Court.

II. The Debtors Should Be Authorized to Honor Their Obligations Under the Insurance Policies, Including Pursuant to the Premium Financing Agreements, the Surety Bond Program, and the Surety Standby Letters of Credit, and to Continue, Renew, and Modify Such Arrangements in the Ordinary Course of Business.

24. The Debtors believe that they have authority to pay postpetition obligations arising under or in connection with the Insurance Policies, including pursuant to the Premium Financing Agreements, the Surety Bond Program, the Surety Standby Letters of Credit, and to renew, amend, supplement, extend, replace, finance, purchase, or enter into new insurance policies, premium financing agreements, surety bonds, and related letters of credit in the ordinary course of business during these chapter 11 cases. *See* 11 U.S.C. § 363(c) ("[T]he trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing."). Out of an abundance of caution, however, the Debtors seek express authority to honor the related prepetition obligations and satisfy the collateral, reimbursement, and

indemnity requirements described herein, and to continue these arrangements to the extent such payments or actions are not deemed to be in the ordinary course of business.

25. Several courts, including those in the Third Circuit, have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983).

26. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions." *Dai Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.),* 242 B.R. 147, 153 (D. Del. 1999); *see also In re Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) of the Bankruptcy Code provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification); *In re James A. Phillips, Inc.*, 29 B.R. at 398 (affirming bankruptcy court order authorizing payments by debtor in possession to prepetition creditors because payments were essential to the debtor in possession's survival). Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *See Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re*

Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); *see also Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task."). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the "implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ*, 273 B.R. at 497).

27. To the extent necessary, courts also authorize payment of prepetition claims based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code, pursuant to the doctrine of necessity. 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business. *See In re Just for Feet*, 242 B.R. at 825–26. A bankruptcy court's use of its equitable powers to "authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept." *See In re Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)).

28. The sound business judgment standard under section 363(b) of the Bankruptcy Code is satisfied here. The nature of the Debtors' business and these chapter 11 cases renders it essential for the Debtors to maintain their Insurance Policies, the Surety Bond Program, and the Surety Standby Letters of Credit on an ongoing and uninterrupted basis. The non-payment of any Premiums, Deductibles, Broker Fees, or related fees or obligations under the Insurance Policies, Premium Financing Agreements, the Surety Bonds, or the Surety Standby Letters of Credit could

result in one or more of the Insurance Carriers, Surety Providers, or the Surety Letter of Credit issuer terminating or declining to renew the Insurance Policies or Surety Bonds, or refusing to enter into new insurance policies or surety bonds with the Debtors.

29. Any interruption in coverage or related premium financing would expose the Debtors to multiple risks, including potential (a) direct liability for claims otherwise covered by the Insurance Policies; (b) material costs and other losses otherwise reimbursable; (c) inability to obtain comparable insurance, financing, or surety coverage on equally favorable terms; (d) higher costs to reinstate lapsed Insurance Policies or obtain replacement insurance coverage, financing, surety bonds, or related letters of credit, including the need to pay replacement premiums in advance; and (e) regulatory exposure where insurance or surety coverage is required to continue operations. Addressing any such disruption would divert the Debtors' and their advisors' limited time and resources from these chapter 11 cases.

30. Furthermore, the Debtors may not have the relevant experience and expertise needed to bring these services in-house. If the Debtors fail to make timely payments to the Insurance Brokers, the Debtors may lose access to their valuable services, disrupting management to the detriment of all stakeholders. The continued retention of the Insurance Brokers will allow the Debtors and their employees to focus on their core operational matters for the benefit of all parties in interest.

31. Here, the Debtors seek to continue, renew, modify, supplement, and extend their existing Insurance Policies, Surety Bond Program, and Surety Standby Letters of Credit, purchase new insurance policies and surety coverage, obtain new insurance- and surety-related letters of credit, and execute related agreements, including renewals, modifications, replacements, and new premium financing agreements, as needed in the ordinary course of business and consistent with

prepetition practice. The Debtors believe that failure to timely honor any outstanding prepetition obligations could negatively affect their ability to obtain such amendments, supplements, extensions, financing, or new policies and coverage. Continuation of these arrangements, including payment of premium financing installments and satisfaction of associated collateral, reimbursement, and indemnity obligations, is essential to preserving the value of the Debtors' assets and minimizing exposure to risk during these chapter 11 cases. Therefore, the Debtors should be authorized, but not directed, to make such payments and continue, renew, supplement, purchase, finance, or enter into these arrangements in the ordinary course of business and consistent with prepetition practice.

32. Courts in this district have granted relief similar to the relief requested herein under sections 105(a) and 363(b) of the Bankruptcy Code. *See, e.g.*, *In re LIV Golf New Jersey LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Oct. 8, 2026) (authorizing debtors to continue their insurance policies and pay their broker fees on a final basis); *In re SIMAD Holdings Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 20, 2026) (same); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. May 21, 2026) (same); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing the debtors to continue their insurance policies and surety bond program on a final basis); *In re STG Logistics, Inc.,* No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same).[5]

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request made to the Debtors' proposed counsel.

III. To the Extent this Court Determines that the Surety Bonds or the Surety Standby Letters of Credit Are Secured Extensions of Credit, Relief Is Appropriate Under Section 364 of the Bankruptcy Code.

33. Payment of prepetition premiums and amounts owing in connection with the Surety Bonds, and Surety Standby Letters of Credit is necessary and appropriate. The Debtors request authority under sections 105(a), 363, and 364 of the Bankruptcy Code to continue these arrangements, including ordinary-course collateral payments, replenishments, replacements, and increases under existing arrangements, and related reimbursement and indemnity payments. *See, e.g., In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990); *In re Simasko Prod. Co.*, 47 B.R. 444, 448–49 (D. Colo. 1985) (authorizing an interim financing agreement where the debtor's business judgment indicated financing was necessary and reasonable for the benefit of the estate). To satisfy the requirements of section 364(c) of the Bankruptcy Code, a debtor need only demonstrate "by a good faith effort that credit was not available" to the debtor on an unsecured or administrative expense basis. *In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986).

34. Continuing to honor obligations in connection with the Surety Bond Program and Surety Standby Letters of Credit is necessary to maintain the Debtors' operations and a sound exercise of the Debtors' business judgment. The Surety Bonds secure customs, utility, and state tax or financial guarantee obligations, and the related letters of credit support current surety coverage, a legacy customs-bond tail, and workers' compensation coverage. The Debtors request authority to maintain this credit support and satisfy related collateral, reimbursement, and indemnity requirements in the ordinary course of business, subject to applicable financing and cash collateral orders.

35. The Debtors therefore request authority, but not direction, to maintain, renew, supplement, modify, extend, replace, and obtain insurance- and surety-related letters of credit, including the Surety Standby Letters of Credit, and to satisfy all associated prepetition and

postpetition obligations as they become due in the ordinary course of business, including reimbursement and indemnity obligations and providing, replenishing, replacing, or increasing cash collateral under existing arrangements.

IV. The Debtors Should Be Authorized to Continue Honoring Their Premium Financing Agreements.

36. The Court should also authorize the Debtors to continue honoring their obligations under the Premium Financing Agreements. As described above, the Premium Financing Agreements provide for security interests in the financed Insurance Policies, related unearned Premiums, and other sums that may become payable thereunder. Continued installment payments preserve this financing and the underlying coverage while providing periodic payments to First Insurance on account of its interests in the policy-related collateral. Section 361 of the Bankruptcy Code contemplates adequate protection to the extent of a diminution in value of a secured creditor's interest. *See* 11 U.S.C. § 361; *TIFCO, Inc. v. U.S. Repeating Arms Co. (In re U.S. Repeating Arms Co.)*, 67 B.R. 990, 994–95, 1000 (Bankr. D. Conn. 1986); *In re Waverly Textile Processing, Inc.*, 214 B.R. 476, 480 (Bankr. E.D. Va. 1997). The Debtors request authority to continue making payments and to continue the grant of the security interests provided for in the Premium Financing Agreements, subject to the reservations of rights and financing-order limitations in the proposed orders.

37. If the Debtors are unable to continue making installment payments under the Premium Financing Agreements, First Insurance could seek relief from the automatic stay to cancel the financed Insurance Policies or seek adequate protection. The Debtors could then be required to obtain replacement coverage on an expedited basis and at significant expense, including payment of Premiums in advance. Even absent cancellation, interruption of payments could adversely affect the Debtors' ability to finance future premiums on favorable terms.

Accordingly, the Debtors submit that continuing the scheduled financing payments under the Premium Financing Agreements, and renewing, modifying, replacing, or entering into new premium financing agreements in the ordinary course of business and consistent with prepetition practices and procedures, is in the best interests of their estates.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

38. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

39. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates

for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

40. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

41. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

42. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

43. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

44. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) 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. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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 twelve (12), 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 *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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Interim Order.

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 ten (10), 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 *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 a final order (this "Final 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, 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

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

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"), 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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, 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.

5. 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.

6. The Debtors are authorized, but not directed, on a final basis, to: (a) maintain, continue, renew, amend, supplement, extend, and/or cancel the existing 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.

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

8. 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.

9. 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.

10. 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 Final Order nor any payments made in accordance herewith shall constitute postpetition assumption of any such agreement pursuant to section 365 of the Bankruptcy Code.

11. To the extent the Debtors become aware of additional Insurance Policies, Surety Bonds, Surety Standby 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.

12. To the extent reasonably practicable, the 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.

13. 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 Final Order. Each report shall be delivered within fourteen (14) calendar days after the end of the month reported.

14. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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 Final 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.

15. The Debtors are authorized, but not directed, on a final 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 Final Order.

16. 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 Final Order.

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

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

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

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

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final 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 Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Final Order.

Exhibit C

Insurance Polices

Type of Coverage	Insurance Carrier	Policy Number	Expiration Date	Aprox. Annual Gross Premium
Storage Tank Liability	ACE American Insurance Company	G24676547 017	01/27/27	$ 1,573.01
General Liability	Safety National Casualty Corporation	GL6676210	03/01/27	$ 514,095.00
Automobile Liability	Safety National Casualty Corporation	CA6675539	03/01/27	$ 90,642.00
Workers' Compensation (WI)	Safety National Casualty Corp.	PS4045810	03/01/27	$ 5,593.00
Workers' Compensation (AOS)	Safety National Casualty Corp.	LDC4045807	03/01/27	$ 482,219.00
Workers Compensation (OR)	Safety First Insurance Company	FLC4067149	03/01/27	$ 1,221.00
Umbrella	ACE Property and Casualty Insurance Company	XEU G72512133 006	03/01/27	$ 362,554.41
2026 XS Liab. 2_15Mx10M	American Guarantee and Liability Insurance Company	AEC-3067525-00	03/01/27	$ 140,710.00
2026 XS Liab. 3_15M x 25M	Markel American Insurance Company	MKLM6MM30002189	03/01/27	$ 108,394.00
2026 XS Liab. 4_10Mx40M	Twin City Fire Insurance Company	83H01BY3CCG	03/01/27	$ 60,292.91
2026 XS Liab. 5 QS_10M p/o 50Mx50M	The Ohio Casualty Insurance Company	ECO(27)53721660	03/01/27	$ 29,377.87
2026 XS Liab. 5 QS_15M p/o 50Mx50M	Travelers Property Casualty Company of America	EX-C5765008	03/01/27	$ 43,901.00
2026 XS Liab. 5 QS_15M p/o 50Mx50M	Ascot Insurance Company	EXNA2610000929-02	03/01/27	$ 43,935.00
2026 XS Liab. 5 QS_10M p/o 50Mx50M	Continental Insurance Company	7012286162	03/01/27	$ 29,377.87
Crime	National Casualty Company	FCO2600481	03/01/27	$ 82,114.00
Excess Crime ($5M ×s $10M)	QBE Insurance Corporation	130020749	03/01/27	$ 22,066.00
Ocean Cargo STP - AXA Lead - 50%	AXA XL Insurance Company (UK) Limited	UM00061936MA26A	Continuous until cancelled	$ 84,716.00
Ocean Cargo STP - Hartford - 50%	Navigators Insurance Company	SF26CARZ04KMC01	Continuous until cancelled	$ 84,716.00
International Package	The Insurance Company of the State of Pennsylvania	WR10007421	03/01/27	$ 29,889.00
Directors & Officers Liability	Endurance Assurance Corporation	MAP30056077702	03/08/27	$ 412,509.00
Excess Directors & Officers - $10M xs $10M	Continental Insurance Company of New Jersey	768784074	03/08/27	$ 242,225.50
Excess Directors & Officers - $10M xs $20M	Allied World National Assurance Company	0314-2164	03/08/27	$ 150,450.00
Excess Directors & Officers - $10M xs $30M	Berkley Insurance Company	BPRO8137471	03/08/27	$ 105,315.00
Excess Directors & Officers - $10M xs $40M	Westfield Select Insurance Company	XDO-401413N-02	03/08/27	$ 78,907.50
Excess Directors & Officers - Lead Side-A $10M xs $50M	National Union Fire Insurance Company of Pittsburgh, Pa.	01-580-61-16	03/08/27	$ 51,339.00
Excess Directors & Officers - Side-A $10M xs $60M	Beazley Insurance Company, Inc	V36EDE260301	03/08/27	$ 40,120.00
Excess Directors & Officers - Side-A $10M xs $70M	ACE American Insurance Company	DOXG71405138003	03/08/27	$ 36,108.00
2026 Property $25M po $250M	Lloyd's of London	B0507LP2600063	04/01/27	$ 153,808.36
2026 Property $25M po $250M	Endurance American Specialty Insurance Company	ARP30035135003	04/01/27	$ 222,058.20
2026 Property $12.5M po $250M	Starr Surplus Lines Insurance Company	SLSTPTY13834726	04/01/27	$ 116,279.17
2026 Property $17.5M po $250M	Allianz Global Risks US Insurance Company	USP00211326	04/01/27	$ 148,211.10
2026 Property $125M po $250M	Zurich American Insurance Company	PPR1865134-07	04/01/27	$ 760,389.65
2026 Property $20M po $250M	AIG Specialty Insurance Company	025032940	04/01/27	$ 194,446.69
2026 Property $25M po $250M	Lloyd's of London	B0507PP2606256	04/01/27	$ 217,233.35
2026 Property Terrorism	Lloyd's of London	B0507PT2602345	04/01/27	$ 43,953.86
Business Travel Accident	Federal Insurance Co.	9906-1032	05/01/27	$ 21,574.00
2024 Kindnap & Ransom	Great American Insurance Company	UKA3023262.24	06/01/27	$ 24,120.00
2026 Cyber $10MM Lead	AIG Specialty Insurance Company	012969794	07/27/27	$ 303,450.00
2026 Cyber Excess 1_ $10M xs $10M	Beazley Insurance Company, Inc	V1C217261101	07/27/27	$ 202,906.90
2026 Cyber Excess 2_ $10M xs $20M	Endurance American Specialty Insurance Company	CVX30093600401	07/27/27	$ 159,311.25
2026 Cyber Excess 3_ $10M xs $30M	Westfield Specialty Insurance Company	XCO-00015N4-04	07/27/27	$ 119,490.00
2026 Cyber Excess 4_$10M xs $40M	Safety Specialty Insurance Company	CY6677090	07/27/27	$ 103,425.00

Type of Coverage	Insurance Carrier	Policy Number	Expiration Date	Aprox. Annual Gross Premium
Employment Practices Liability	AXIS Insurance Company	P-001-000190870-07	11/16/26	$ 143,429.00
Excess EPL $5M xs $10M	ACE American Insurance Company	DOX G71454630 002	11/16/26	$ 35,689.00
Puni Wrap - Employment Practices Liability	Chubb Bermuda Insurance Ltd.	PD14034-001-A	11/16/26	$ 4,640.72
Fiduciary Liability	Chubb Insurance Company of New Jersey	J06977194	11/16/26	$ 19,182.38
$5M x $5M - Excess Fiduciary Liability	Westfield Insurance Company	EFL-511497C-00	11/16/26	$ 14,042.00
$5M x $10M - Excess Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh, PA.	01-468-26-84	11/16/26	$ 9,779.00
General Liability	Tokio Marine Canada Ltd.	00001287GOB01	03/01/27	$ 39,258.00
Umbrella	Chubb Insurance Company of Canada	XBC327266	03/01/27	$ 14,855.40
Property — Canada; follows Zurich Insurance Company Limited (Canada), lead policy PPR-1865134-07, subject to ALPS terms and exclusions.	Certain Underwriters at Lloyd's, London (ALPS placement)	B0507LP2600061	04/01/27	$ 8,516.00

Exhibit D

Surety Bonds

Provider of Bond including Name, Address, Telephone and Email Address	Named Insured and Primary Beneficiary	Entity that Pays Premium, Deductible and Any Other Coverage	General Description of Purpose of Bond	Type of Payment Arrangement (e.g., full in advance or payments over time)	Term of Bond	Coverage Expiration Date
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	NV - State of Nevada (Taxation)	The Children's Place, Inc.	Nevada Tax Bond	Other Financial Guarantee Continuous Renewal	12 months	11/14/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	State of Rhode Island	The Children's Place, Inc.	Financial Guarantee Bond, State of Rhode Island	Other Financial Guarantee Continuation Certificate	12 months	11/14/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	ND - State of - Office of State Tax Commissioner -	The Children's Place, Inc.	North Dakota Tax Bond (Compliance): Acct #: S00023825	Other Financial Guarantee Continuous Renewal	12 months	11/14/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	Canada Border Services Agency	The Children's Place Canada, LP	Canada Customs Bond, Release of Goods from the CBSA Prior to Payment of Duties	Continuous Continuous Renewal	12 months	11/20/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	Hydro Ottowa	The Children's Place Canada, LP	Utility Deposit Bond; 110 Place D'Orleans, Orleans, Canada KIC 2L9	Utility Payment Continuous Renewal	12 months	12/4/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	Department of Homeland Security, Bureau of Customs and Border Protection	The Children's Place International, LLC	US Customs Bond, Importer or Broker Bond (Activity Code 1); US Custom Bond No. 24C001NEJ	Continuous Continuous Renewal	12 months	12/6/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	Department of Homeland Security, Bureau of Customs and Border Protection	The Children's Place Services Co.	Importer/Broker Bond: ID #20-085096500; CBP Bond #25C002KXP	Continuous Continuous Renewal	12 months	12/20/2026
Atlantic Specialty Insurance Company (Intact): 605 Highway 169 N, Plymouth, MN 55441 800.662.0156 surety@intactinsurance.com	Department of Homeland Security, Bureau of Customs and Border Protection	The Children's Place Services Co.	Drawback Payments Refunds; ID# 20-085096500; CBP Bond #25C002KXR	Continuous Continuous Renewal	12 months	12/20/2026

THIS IS **EXHIBIT "J"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final 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 (as defined herein); and (d) granting related relief. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of*

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

Reference to the Bankruptcy Court Under Title 11, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties

as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Utility Services and Utility Providers

7. In connection with the operation of their retail stores, distribution facilities, and corporate offices, the Debtors obtain electricity, telecommunications, internet, and other similar services (collectively, the "Utility Services") from a number of utility providers (each, a "Utility Provider," and collectively, the "Utility Providers").[3] A nonexclusive list of the Utility Providers and their affiliates that provide Utility Services to the Debtors as of the Petition Date (the "Utility Providers List") is attached hereto as **Exhibit C**.[4] The Debtors typically make payments for Utility Services through direct debit facilitated by a third-party utility management company.

8. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and the overall success of these chapter 11 cases. The Debtors maintain their corporate headquarters in Secaucus in addition to operating 512 stores across the United States and Canada. Each of these locations requires Utility Services to operate. As of the Petition Date, the Debtors obtain Utility Services from approximately 383 Utility Providers across approximately 781 active

[3] The Debtors pay many of the Utility Providers indirectly pursuant to the terms of the Debtors' real property leases. In such instances, Utility Services are billed directly to the Debtors' landlords and passed through to the Debtors as part of the Debtors' rent or operating expense payments. While the relief the Debtors seek in this Motion does not allocate any specific amounts toward Utility Providers that indirectly supply Utility Services through the Debtors' landlords, the Debtors, out of an abundance of caution, request authority to continue paying such Utility Services indirectly through their landlords in the ordinary course of business.

[4] The descriptions of the Utility Services set forth in this Motion constitute a summary only. The actual terms of the Utility Services and related agreements will govern in the event of any inconsistency with the description set forth in this Motion. Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Utility Providers. By this Motion, the Debtors request relief applicable to all Utility Providers, regardless of whether such Utility Provider is specifically identified on **Exhibit C**. Additionally, the inclusion of an entity on, or the exclusion of an entity from, the Utility Providers List is not an admission 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 with respect to any such determination.

utility accounts. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations would be severely disrupted, and such disruption would jeopardize the Debtors' ability to successfully maximize value in these chapter 11 cases.

9. The Debtors use a third-party utility management company, ENGIE Insight Services, Inc. d/b/a ENGIE Impact, to audit and process payment of utility invoices on the Debtors' behalf, whether billed directly by a Utility Provider or separately metered and billed by a Landlord. To the best of the Debtors' knowledge, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services. In the aggregate, the Debtors pay approximately $669,575.50[5] each month for Utility Services, generally calculated as the historical average payment for the one-year period ending August 2026. The Debtors do not anticipate this monthly average will change materially during the initial thirty (30) days following the commencement of these chapter 11 cases.

I. Proposed Adequate Assurance of Payment

10. The Debtors intend to pay postpetition obligations owed to the Utility Providers in the ordinary course of business and in a timely manner. The Debtors' cash-on-hand, cash generated in the ordinary course of business, and the proceeds of the Debtors' debtor-in-possession financing and the use of cash collateral, in each case in accordance with the approved budget thereunder, will provide sufficient liquidity to pay the Debtors' Utility Services obligations in accordance with the Debtors' prepetition practice during the pendency of their chapter 11 cases.

11. Nonetheless, to provide additional assurance of payment, the Debtors propose to deposit approximately $302,128.73 (the "Adequate Assurance Deposit") into a segregated non-interest-bearing bank account (the "Adequate Assurance Account") for the benefit of the Utility

[5] This figure includes $35,906.54 in unconverted CAD.

Providers within twenty (20) calendar days of the Petition Date. The amount of the Adequate Assurance Deposit attributable to a given Utility Provider is equal to (a) approximately one-half of the Debtors' average monthly cost of such Utility Provider's Utility Services, generally calculated as the historical average payment for the one-year period ending August 2026, less (b) the amount of any security deposit held by such Utility Provider as of the Petition Date.[6]

12. The Adequate Assurance Deposit will be held in the Adequate Assurance Account at Wells Fargo Bank, N.A. for the benefit of each Utility Provider until it reverts to the Debtors after (a) the Debtors terminate the applicable Utility Services, if there are no outstanding disputes related to postpetition payments due, or (b) at the conclusion of these chapter 11 cases, if not applied earlier, subject to the Debtors' right to terminate or discontinue the applicable Utility Services. The Adequate Assurance Deposit may be applied to any postpetition defaults in payment to the applicable Utility Providers. The Utility Providers' interests in the Adequate Assurance Deposit will be senior to any lien thereon solely to the extent of unpaid postpetition charges for Utility Services.

13. The Adequate Assurance Deposit, in conjunction with the Debtors' cash flow from operations and ability to pay for future Utility Services in accordance with their prepetition practice (collectively, the "Proposed Adequate Assurance"), provides adequate assurance of payment as required by section 366 of the Bankruptcy Code.

[6] As of the Petition Date, the Debtors' records reflect approximately $131,701.03, including $750 in unconverted CAD, in aggregate security deposits held by Utility Providers across the Debtors' locations in the United States and Canada, which will be netted against the Adequate Assurance Deposit calculation on a Utility Provider-by-Utility Provider basis as set forth herein.

II. The Adequate Assurance Procedures

14. The Debtors request that the Court approve the procedures for requesting different or additional adequate assurance of future payment (each an "Adequate Assurance Request") set forth in the proposed Interim Order and Final Order (the "Adequate Assurance Procedures"). Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may make an Adequate Assurance Request pursuant to the Adequate Assurance Procedures.

15. The Adequate Assurance Procedures provide a streamlined process for a Utility Provider to address potential concerns with respect to the Proposed Adequate Assurance, while simultaneously allowing the Debtors to continue their business operations uninterrupted. More specifically, the Adequate Assurance Procedures permit a Utility Provider to object to the Proposed Adequate Assurance by filing and serving an Adequate Assurance Request upon certain notice parties. The Debtors, in their discretion, may then resolve any Adequate Assurance Request by mutual agreement with the applicable Utility Provider and without further order of the Court. If the Debtors determine that the Adequate Assurance Request cannot be resolved by mutual agreement, the Debtors may seek Court resolution of the Adequate Assurance Request.

16. Unless and until a Utility Provider timely files an objection or serves an Adequate Assurance Request, such Utility Provider shall be (a) deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code and (b) forbidden from discontinuing, altering, or refusing 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.

III. Modification to the Utility Providers List

17. The Debtors have made an extensive and good-faith effort to identify all Utility Providers and include them on the Utility Providers List. To the extent the Debtors identify new

or additional Utility Providers or discontinue services from existing Utility Providers, the Debtors seek authority, in their sole discretion, to amend the Utility Providers List to add or remove any Utility Provider.

18. For any Utility Provider that is subsequently added to the Utility Providers List (a "Subsequently Identified Utility Provider"), the Debtors will serve such Subsequently Identified Utility Provider with a copy of the Interim Order or Final Order, as applicable, including the Adequate Assurance Procedures. The Debtors request the authority to increase the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from any such Subsequently Identified Utility Provider. The Debtors also request that the terms of the Interim Order or Final Order, as applicable, and the Adequate Assurance Procedures apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was listed on the original Utility Providers List.

19. Upon the discontinuation of any Utility Services and the subsequent removal of any Utility Provider from the Utility Providers List, the Debtors request the authority, in their discretion and without further order of the Court, to reduce the Adequate Assurance Deposit by an amount equal to approximately one-half of the Debtors' monthly average cost of services from such Utility Provider or any other amount attributable to such Utility Provider; *provided* that for any Utility Provider for which the Adequate Assurance Deposit is reduced, the Debtors shall have provided such Utility Provider with fourteen (14) days' notice of such reduction.

IV. Prohibitions on Altering, Refusing, or Discontinuing Service

20. Uninterrupted Utility Services are essential to the Debtors' ongoing business operations and overall success of these chapter 11 cases. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations could be severely

disrupted. Discontinuation of Utility Services would essentially shut down operations, and any significant disruption of operations could put these chapter 11 cases in jeopardy.

21. If the Debtors and the Utility Provider are unable to reach a consensual resolution within twenty-one (21) days of receipt of an Adequate Assurance Request, 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 the 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.

22. The Debtors request that, pending the entry of the Interim Order and Final Order and the resolution of any Adequate Assurance Request, objection, or Determination Hearing, the Utility Providers, including any Subsequently Identified Utility Provider, are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt of any other security for continued service other than the Adequate Assurance Deposit as a result of these chapter 11 cases or any unpaid prepetition invoice.

Basis for Relief Requested

23. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after the petition date and requires the debtor to provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility company within thirty (30) days of the petition date or the utility company may alter, refuse, or discontinue service. 11 U.S.C. § 366(a), (c)(2). Section 366(c)(1) of the Bankruptcy Code provides a non-exhaustive list of examples of what constitutes "assurance of payment," and can

be in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment, or other mutually agreed form of security. *Id.* § 366(c)(1). Although assurance of payment must be "adequate," it need not constitute an absolute guarantee of the debtors' ability to pay. *See In re Great Atl. & Pac. Tea Co.*, No. 11-cv-1338, 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (explaining that "[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full"); *In re Caldor, Inc.—NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires . . . 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment.'") (citation modified), *aff'd sub nom. Va. Elec. & Power Co. v. Caldor, Inc.—NY*, 117 F.3d 646 (2d Cir. 1997).

24. When considering whether a given assurance of payment is "adequate," courts should examine the totality of the circumstances to make an informed decision as to whether the Utility Provider will be subject to an unreasonable risk of nonpayment. *See In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) ("The phrase 'adequate assurance of payment' is not defined in the Code. Its meaning depends upon the facts and circumstances of each case"); *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 87 (Bankr. S.D.N.Y. 2002) ("That, the Court believes, is the key to the analysis—to look at the totality of the circumstances to see the extent to which utilities are subjected to unreasonable risk of payment."). In determining the level of adequate assurance, however, "a bankruptcy court must 'focus upon the need of the utility for assurance, and . . . require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.'" *Va. Elec. & Power Co.*, 117 F.3d at 650 (quoting *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming the court's ruling that no utility

deposits were necessary where such deposits likely would "jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected"). Accordingly, demands by a Utility Provider for a guarantee should be refused when the Debtors' specific circumstances already afford adequate assurance of payment.

25. Here, the Utility Providers are adequately assured against any risk of nonpayment for future services, especially in light of the Debtors' historical practice of timely satisfying such obligations in the ordinary course. The Adequate Assurance Deposit and the Debtors' ongoing ability to meet obligations as they come due in the ordinary course provide assurance that the Debtors will pay their future obligations to the Utility Providers. Moreover, terminating the Utility Services could render the Debtors unable to operate their business to the detriment of all stakeholders. *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321, 322 (Bankr. E.D. Pa. 1988) (debtors noting that without utility service they "would have to cease operations" and the court finding that section 366 of the Bankruptcy Code "was intended to limit the leverage held by utility companies, not increase it").

26. Courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded under section 366 of the Bankruptcy Code. *See, e.g., In re Cir. City Stores, Inc.*, No. 08-35653, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that "the plain language of § 366 of the Bankruptcy Code allows the Court to adopt the Procedures set forth in the Utility Order"). Such procedures are important because, without them, the Debtors "could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in their efforts to reorganize." *Id.*

27. Moreover, notwithstanding a determination that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Providers believe they have under sections 366(b) and (c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. The Utility Providers still may choose, in accordance with the Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. The Adequate Assurance Procedures, however, avoid a "haphazard and chaotic process whereby each [U]tility [Provider] could make extortionate, last-minute demands for adequate assurance which the Debtors would be pressured to pay under the threat of losing critical [U]tility [S]ervice[s]." *See In re Circuit City Stores, Inc.*, 2009 WL 484553, at *6.

28. Because the Adequate Assurance Procedures are reasonable and accord with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Indeed, similar procedures have been approved by courts in this district. *See, e.g.*, *In re FIHPNP LLC*, No. 26-20876 (Bankr. D.N.J. Oct. 29, 2026) (approving an adequate assurance deposit equal to approximately half of the debtors' monthly utility expenses on a final basis); *In re LIV Golf New Jersey LLC*, No. 26-20189 (MBK) (Bankr. D.N.J. Oct. 7, 2026) (same); *In re SIMAD Holdings Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 20, 2026) (same); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. May 21, 2026) (same); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same).[7]

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion.

29. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366 thereof. Accordingly, the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

30. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

31. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and

Copies of these orders are available upon request to the Debtors' proposed counsel.

orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

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

32. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

33. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

34. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

35. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

36. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors request that the Court enter interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ *Michael D. Sirota*

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Exhibit A

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

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.

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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.

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 fifteen (15), 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 *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 a final order (this "Final 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, 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* 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

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in 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 the Court and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final Order, or any action taken or proposed to be taken hereunder, the terms of any Financing Order and any budget thereunder shall control.

4. 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.

5. The following Adequate Assurance Procedures are hereby approved on a final basis:

a. The Debtors will serve a copy of this Final Order to each Utility Provider within two (2) business days after entry of this Final 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 deposited 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 Final 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 (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 (collectively, 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 Final 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.

6. The Utility Providers, and any utility service providers paid directly by any of the Debtors' 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 Final Order, nothing in this Final 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.

7. Absent further order of the Court, all Utility Providers, and any utility service providers paid directly by any of the Debtors' 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.

8. 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.

9. Notwithstanding paragraph 3 of this Final Order, the Debtors are authorized to establish, fund, and replenish the Adequate Assurance Account.

10. 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.

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. For any Subsequently Identified Utility Provider, the Debtors shall serve such Utility Provider a copy of this Final 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 Final 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.

13. 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.

14. 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.

15. 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 Final 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.

16. Upon the Debtors' termination of any Utility Services, the Debtors shall be, 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 (a) the estimated two-week utility expense for such Utility Services or (b) the amount of such Adequate Assurance Deposit then attributable to the applicable Utility Provider (i) with the affected Utility Provider's consent, or (ii) 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.

17. 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.

18. 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 Final 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.

19. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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.

20. The Debtors are authorized, but not directed, on a final 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 Final Order.

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 Final Order.

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

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

24. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final 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. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit C

Utility Providers List

Utility Provider	Utility Provider Address(es)	Service(s) Provided	Account Number(s)	Approximate Monthly Spend	Proposed Adequate Assurance
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	42 104 021 09	$ 5,357.65	$ 2,678.83
500 Plaza Ground Lessor LLC	20 Commerce Drive, Ste 240, Cranford, NJ, 07016	Electric	0042-t0000840	$ 13,087.01	$ 6,543.51
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560795	$ 9,182.73	$ 4,591.36
BGE	P.O. Box 13070, Philadelphia, PA, 19101-3070	Electric, Other Services	3784230000	$ 704.85	$ -
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990177	$ 873.37	$ 436.68
National Grid - Pittsburgh/371338	PO Box 371338, Pittsburgh, PA, 15250-7338	Natural Gas, Other Services	65866-56006	$ 48.39	$ 24.19
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric	77585060005	$ 1,251.24	$ 625.62
National Grid - Brooklyn/371416	PO Box 371416, Pittsburgh, PA, 15250-7416	Natural Gas, Other Services	83039-54009	$ 527.37	$ 263.69
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885718	$ 497.51	$ 248.76
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290544	$ 896.85	$ 448.43
Ameren Missouri	PO Box 88068, Chicago, IL, 60680-1068	Electric	9509801119	$ 884.86	$ 442.43
City of Rocky Mount	P.O. Box 1180, Rocky Mount, NC, 27802-1180	Electric	00367690-0097015	$ 999.76	$ 499.88
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290540	$ 710.67	$ 355.33
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	5745457503-6	$ 1,806.97	$ -
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	8152782288-6	$ 314.08	$ -
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867067	$ 975.13	$ 487.56
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867066	$ 109.70	$ 54.85
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290666	$ 787.20	$ 393.60
Village of Chicago Ridge, IL	10455 South Ridgeland Avenue, Chicago Ridge, IL, 60415	Sewer, Water	201-0790-00-01	$ 196.92	$ 98.46
Nicor Gas/2020/0632/5407	PO Box 5407, Carol Stream, IL, 60197-5407	Natural Gas	9494941000 8	$ 60.92	$ 30.46
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636714	$ 943.57	$ 471.79
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	8675041554-8	$ 877.25	$ -
City of Fairfield CA	1200 Kentucky Street, Fairfield, CA, 94533	Water	The Childrens Place - Fairfield	$ 843.23	$ 421.62
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867089	$ 323.29	$ 161.65
Mishawaka Utilities, IN	PO Box 363, Mishawaka, IN, 46546-0363	Electric, Sewer, Water	23077	$ 1,016.80	$ 508.40
City of Hickory, NC	PO Box 580069, Charlotte, NC, 28258-0069	Water	8950/33561	$ 843.23	$ 421.62
HRSD/HRUBS	PO Box 37097, Boone, IA, 50037-0097	Sewer, Water	5701420003	$ 87.39	$ 43.70
Chesapeake Treasurer	PO Box 16495, Chesapeake, VA, 23328-6495	Water	35193	$ 50.00	$ 25.00
Pacific Power-Rocky Mountain Power	PO Box 26000, Portland, OR, 97256-0001	Electric, Other Services	06990918004	$ 578.38	$ 289.19
Liberty Utility Missouri/75660	PO Box 75660, Chicago, IL, 60675-5660	Electric, Other Services	200010941629	$ 925.32	$ 462.66
Liberty Utility Missouri/75660	PO Box 75660, Chicago, IL, 60675-5660	Electric, Other Services	200010941561	$ 454.15	$ 227.08
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	8332152498	$ 1,332.69	$ -
City of Hialeah, FL-Dept of Water & Sewe	3700 W 4th Ave, Hialeah, FL, 33012	Sewer, Water	094816-000	$ 162.58	$ 81.29
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	1124067396	$ 1,144.15	$ -
City of Pembroke Pines Fire Insp - 601	601 CITY CENTER WAY, PEMBROKE PINES, FL, 33025	Water	ME1878	$ 177.69	$ 88.85

Newport News Waterworks	PO Box 979, Newport News, VA, 23607-0979	Sewer, Water	200000121350	$ 34.80	$ 17.40
HRSD/HRUBS	PO Box 37097, Boone, IA, 50037-0097	Sewer	2946750001	$ 18.76	$ 9.38
PR Financing LP DBA Patrick Henry	PO Box 951727, CLEVELAND, OH, 44193-0019	Electric	3006	$ 3,003.00	$ 1,501.50
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0215-3004-38-3	$ 2,345.69	$ 1,172.85
Liberty Utilities New York/75463	PO Box 75463, Chicago, IL, 60675-5463	Water	200005434994	$ 25.37	$ 12.68
MidAmerican Energy Company	PO Box 8020, Davenport, IA, 52808-8020	Natural Gas	3656014034	$ 50.03	$ 25.02
City of Altamonte Springs, FL	225 Newburyport Ave, Altamonte Springs, FL, 32701	Sewer, Water	267670-008780	$ 42.68	$ 21.34
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910089331978	$ 981.77	$ 490.89
Jackson Energy Authority	PO Box 2082, Memphis, TN, 38101-2082	Electric, Natural Gas, Sewer, Water	225697-125697	$ 1,575.23	$ 787.61
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290479	$ 1,111.43	$ 555.71
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	62991-77009	$ 593.63	$ 296.81
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	75459-39005	$ 1,157.46	$ 578.73
Eversource/55215	PO Box 55215, Boston, MA, 02205	Natural Gas	7100 182 8459	$ 238.32	$ 119.16
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	75321-71008	RMB 1,612.19	$ 806.09
City of Brockton, MA	45 School Street, Brockton, MA, 02301-4059	Sewer, Water	3-9812	HKD 1,385.96	$ 692.98
Eversource/55215	PO Box 55215, Boston, MA, 02205	Natural Gas	7100 231 0275	RMB 295.97	$ 147.98
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	5108913029	INR 538.31	$ 269.15
SMUD	Box 15555, Sacramento, CA, 95852-1555	Electric	2528795	IDR 2,895.08	$ 1,447.54
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	0169956848-9	HKD 1,223.42	$ 611.71
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867056	$ 442.53	$ 221.27
Idaho Power	PO Box 5381, Carol Stream, IL, 60197-5381	Electric	2201288012	$ 593.81	$ 296.90
San Diego Gas & Electric	PO Box 25111, Santa Ana, CA, 92799-5111	Electric	0096 9287 9734 3	PKR 1,537.78	$ 768.89
National City Fire Department - 548	PO Box 548, Roseville, CA, 95678-0548	Other Services	3030 Plaza Bonita	$ 190.00	$ 95.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867090	$ 759.58	$ 379.79
City of Clearwater, FL	P.O. Box 30020, Tampa, FL, 33630-3020	Other Services, Sewer, Water	4194532	$ 326.93	$ 163.46
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910089331879	$ 499.55	$ 249.78
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910084573932	$ 613.78	$ 306.89
Teco Tampa Electric Company	P.O. Box 31318, Tampa, FL, 33631-3318	Electric, Other Services	211007820932	$ 1,269.10	$ 634.55
Village of Greendale, WI	6500 Northway, Greendale, WI, 53129-0257	Sewer, Water	22-11210-00	$ 68.97	$ 34.48
Lakeland Electric/City of Lakeland,FL	P.O. Box 32006, Lakeland, FL, 33802-2006	Electric, Other Services, Sewer, Water	3234291	$ 768.03	$ 384.01
Lakeland Electric/City of Lakeland,FL	P.O. Box 32006, Lakeland, FL, 33802-2006	Sewer, Water	3236314	$ 61.30	$ 30.65
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	0549344029-0	$ 2,411.02	$ 1,205.51
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Natural Gas, Other Services	6215907076-2	$ 43.91	$ -
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700079926832	$ 503.55	$ 251.78
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867070	$ 432.95	$ 216.47
American Electric Power/24002	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	07289171832	$ 850.01	$ 425.01
City of Lima - Utilities, OH	PO Box 183199, Columbus, OH, 43218-3199	Water	042040	$ 34.72	$ 17.36

Enbridge Gas Ohio/88783	PO Box 88783, Chicago, IL, 60680-1783	Natural Gas	8 5000 0563 8417	$ 86.75	$ 43.38
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	6976873494-4	$ 1,023.12	$ -
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867068	$ 388.03	$ 194.01
Los Angeles Dept of Water & Power/30808	P.O. Box 30808, Los Angeles, CA, 90030-0808	Electric, Other Services	861 626 2344	$ 1,226.90	$ 163.45
City of Redondo Beach/548	PO Box 548, Roseville, CA, 95678-0548	Water	The Children's PL #1256	$ 156.50	$ 78.25
Clay Electric Cooperative/308	P.O. Box 308, Keystone Heights, FL, 32656	Electric, Other Services	*4270757	$ 1,559.31	$ 779.65
PEPCO (Potomac Electric Power Company)	PO Box 13608, Philadelphia, PA, 19101-3608	Electric, Other Services	55018495816	$ 364.43	$ -
Washington Suburban Sanitary Commission	PO Box 62135, Baltimore, MD, 21264-2135	Sewer, Water	0279050000	$ 101.10	$ 50.55
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas	220001979727	$ 59.33	$ 29.67
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990333	$ 590.05	$ 295.03
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700339736682	$ 975.41	$ 487.70
City of Lakewood, CA	PO Box 1038, Lakewood, CA, 90714-1038	Water	0000956565-002821769	$ 30.71	$ 15.35
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867076	$ 791.36	$ 395.68
PREIT Services LLC	PO Box 951316, CLEVELAND, OH, 44193	Water	219646	$ 472.94	$ 236.47
Eversource Energy 660753/56007	PO Box 56007, Boston, MA, 02205-6007	Natural Gas	7300 286 4533	$ 21.00	$ 10.50
Eversource Energy 660753/56007	PO Box 56007, Boston, MA, 02205-6007	Electric	7400 666 7864	$ 1,794.15	$ 897.07
Duquesne Light Company	PO Box 371324, Pittsburgh, PA, 15250-7324	Electric	7568830000	$ 1,268.64	$ 634.32
M&J Big Waterfront Town CTR I	Lockbox #778531, Chicago, IL, 60677-805	Sewer, Water	The Childrens Place #01268	$ 54.14	$ 27.07
Peoples/644760	PO Box 644760, Pittsburgh, PA, 15264-4760	Natural Gas	200008970457	$ 68.25	$ 34.12
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	1943318000	$ 1,425.77	$ 712.89
Duquesne Light Company	PO Box 371324, Pittsburgh, PA, 15250-7324	Electric	8568830000	$ 1,508.94	$ 754.47
Columbia Gas of Pennsylvania	PO Box 70285, Philadelphia, PA, 19176-0285	Natural Gas	13709927 003 000 0	$ 48.13	$ 24.07
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Natural Gas	6660350802	$ 1,094.16	$ 547.08
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1560790	$ 1,435.77	$ 717.89
Veolia Water New Jersey	PO Box 371804, Pittsburgh, PA, 15250-7804	Water	10009449011111	$ 217.13	$ 108.56
Veolia Water New Jersey	PO Box 371804, Pittsburgh, PA, 15250-7804	Water	10008449011111	$ 136.52	$ 68.26
North Hudson Sewerage Authority	1600 Adams St, Hoboken, NJ, 07030	Sewer, Water	604164-000	$ 64.25	$ 32.12
North Hudson Sewerage Authority	1600 Adams St, Hoboken, NJ, 07030	Sewer	604163-000	$ 359.56	$ 179.78
Town of West New York	428 60th Street - Room 27, WEST NEW YORK, NJ, 07093	Other Services	Registration # 0912-00161-001	$ 843.23	$ 421.62
PR Financing LP DBA Francis Scott Key Ma	PO Box 951727, CLEVELAND, OH, 44193	Electric	291142142	$ 1,149.98	$ 574.99
PR Financing LP DBA Francis Scott Key Ma	PO Box 951727, CLEVELAND, OH, 44193	Sewer, Water	29114-2142 Water	$ 91.39	$ 45.69
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	5361641833-0	$ 1,822.75	$ -
California Water Service-Bakersfield	PO Box 7229, San Francisco, CA, 94120-7229	Water	8526588888	$ 33.07	$ 16.54
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867065	$ 356.31	$ 178.15
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867064	$ 301.20	$ 150.60
CenterPoint Energy/4981	PO Box 4981, Houston, TX, 77210-4981	Natural Gas, Other Services	6403116716-2	$ 41.54	$ 20.77
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290674	$ 719.22	$ 359.61

Arundel Mills - 5201	7000 Arundel Mills Circle, Hanover, MD, 21076	Electric	UNIT XC #LX09120126803	$ 2,365.95	$ 1,182.97
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	6516806574	$ 1,026.83	$ -
City of Fort Myers, FL	PO Box 30185, Tampa, FL, 33630-3185	Other Services, Sewer, Water	1-002152-08	$ 114.29	$ -
NV Energy/30150 South Nevada	PO Box 30150, Reno, NV, 89520-3150	Electric, Other Services	3000102940213078463	$ 255.79	$ -
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290608	$ 1,208.09	$ 604.05
City of Irving,TX /152288/840898	PO Box 152288, Irving, TX, 75015-2288	Other Services, Sewer, Water	126478300	$ 55.65	$ 27.82
LS TDMK LLC	PO Box 650850, Dallas, TX, 75265	Electric, Natural Gas, Sewer, Water	323294	$ 698.91	$ 349.45
Entergy Louisiana, Inc./8108	PO BOX 8108, BATON ROUGE, LA, 70891-8108	Electric, Other Services	26891291	$ 474.85	$ 237.42
Dixie Electric Cooperative	PO Box 70878, Charlotte, NC, 28272-0878	Electric	106562001	$ 1,225.68	$ 612.84
Montgomery EastChase LLC	945 Heights Blvd, Houston, TX, 77008	Water	C-42	$ 75.77	$ 37.88
NIPSCO - Northern Indiana Public Serv Co	P.O. Box 13007, Merrillville, IN, 46411-3007	Electric, Natural Gas	209-463-003-6	$ 2,249.62	$ 1,124.81
Alabama Power	PO Box 242, Birmingham, AL, 35292	Electric	2764476013	$ 1,551.42	$ 775.71
Mobile Area Water & Sewer System-MAWSS	PO Box 71286, Charlotte, NC, 28272-1286	Sewer, Water	206584300	$ 45.46	$ 22.73
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700382008474	$ 517.62	$ 258.81
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867078	$ 394.34	$ 197.17
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	1083642023	$ 1,248.91	$ 624.45
Columbus Water Works	PO Box 1600, Columbus, GA, 31902-1600	Sewer, Water	0038307	$ 31.75	$ 15.87
WE Energies/Wisconsin Electric/Gas	PO Box 1125, Glenview, IL, 60025	Electric, Natural Gas	0713985113-00001	$ 1,126.92	$ 563.46
CPS Energy	P.O. Box 2678, San Antonio, TX, 78289-0001	Electric	300-0013-310	$ 1,012.08	$ 506.04
SA Development Company LP	PO Box 8000, Buffalo, NY, 14267	Water	CHILD1452	$ 470.12	$ 235.06
City of Selma, TX	9375 Corporate Drive, Selma, TX, 78154	Sewer, Trash (MSW)	08-0050-00	$ 14.09	$ 7.05
PEPCO (Potomac Electric Power Company)	PO Box 13608, Philadelphia, PA, 19101-3608	Electric	55016013116	$ 553.08	$ 276.54
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas	220004300657	$ 38.41	$ 19.21
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990344	$ 841.81	$ 420.91
City of Houston Sign Admin - 2688	PO BOX 2688, Houston, TX, 77252-2688	Other Telecom	566 Meyerland Plaza Mall	$ 203.20	$ 101.60
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290676	$ 1,431.29	$ 715.64
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700419331953	$ 4,413.94	$ 2,206.97
City of Ontario, Southern CA – 303	303 EAST "B" STREET, Ontario, CA, 91764	Water	CUST-17479	$ 88.00	$ 44.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867080	$ 2,819.09	$ 1,409.55
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700419341249	$ 1,337.79	$ 668.89
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867081	$ 711.26	$ 355.63
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700383170959	$ 669.93	$ 334.96
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867079	$ 538.19	$ 269.09
CPS Energy	P.O. Box 2678, San Antonio, TX, 78289-0001	Electric, Natural Gas, Other Services	300-0013-303	$ 942.67	$ 471.33
South Park Mall Realty LLC	150 Great Neck Rd Ste 304, Great Neck, NY, 11021	Sewer, Water	0302	$ 95.23	$ 47.62
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric, Other Services	74091430004	$ 1,509.41	$ 754.70
City of Yonkers, NY/87	87 Nepperhan Ave, Yonkers, NY, 10701	Other Services	5.-5170-40	$ 843.23	$ 421.62

Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885717	$ 1,077.56	$ 538.78
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric	4121249522-4	$ 2,340.01	$ -
City of Fresno, CA	P.O. Box 2069, Fresno, CA, 93718	Other Services, Sewer, Water	224871-23402	$ 48.33	$ 24.17
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Natural Gas, Other Services	3829582874-3	$ 8.34	$ -
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700586188424	$ 800.09	$ 400.05
Southern California Gas (The Gas Co.)	PO Box C, Monterey Park, CA, 91756	Natural Gas	0962139790	$ 15.13	$ 7.57
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867085	$ 610.46	$ 305.23
Memorial City Mall	PO Box 840289, Dallas, TX, 75284-0289	Sewer, Water	225 The Children's Place	$ 160.65	$ 80.32
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290485	$ 926.31	$ 463.16
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700419449060	$ 1,542.96	$ 771.48
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867082	$ 906.19	$ 453.09
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Natural Gas	66 503 664 04	$ 693.61	$ 346.80
Township of Bloomfield, NJ	1 Municipal Plaza, Bloomfield, NJ, 07003-3487	Sewer, Water	9921164-0	$ 414.79	$ 207.39
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560802	$ 939.47	$ 469.73
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910036379315	$ 729.78	$ 364.89
City of Greensboro, NC/1170	P.O. Box 1170, Greensboro, NC, 27402-1170	Sewer, Water	110-0717.303	$ 14.71	$ 7.35
Piedmont Natural Gas	PO Box 1246, Charlotte, NC, 28201-1246	Natural Gas	6100 0005 5461	$ 67.23	$ 33.61
CoServ	PO Box 734803, Dallas, TX, 75373-4803	Natural Gas	9000212004	$ 58.62	$ 29.31
PR Capital City Limited Partnership	PO Box 392406, CLEVELAND, OH, 44193-2406	Electric	2377 -TCP:5099	$ 1,437.51	$ 718.75
Pennsylvania American Water	P.O. Box 371412, Pittsburgh, PA, 15250-7412	Water	1024-210030180766	$ 26.20	$ 13.10
PR Capital City Limited Partnership	PO Box 392406, CLEVELAND, OH, 44193-2406	Sewer	TCP:38785 - 5099	$ 94.75	$ 47.38
Tucson Electric Power Company	PO Box 5211, Boone, IA, 50950-0211	Electric, Other Services	8135895440	$ 1,294.21	$ -
Mississippi Power	P.O. Box 245, Birmingham, AL, 35201	Electric, Other Services	0117145043	$ 1,309.89	$ 654.94
Penn Power	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	110 004 873 714	$ 1,855.99	$ 928.00
Teco Tampa Electric Company	P.O. Box 31318, Tampa, FL, 33631-3318	Electric, Other Services	211007821120	$ 1,359.44	$ 679.72
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700130415029	$ 1,489.47	$ 744.74
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700419486547	$ 539.73	$ 269.87
Southwest Gas	PO Box 24531, Oakland, CA, 94623-1531	Natural Gas	910000015104	$ 16.75	$ 8.38
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867071	$ 734.27	$ 367.13
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867083	$ 340.67	$ 170.33
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	7860634224	$ 1,083.33	$ -
City of Melbourne, FL	PO Box 17, Melbourne, FL, 32902-0017	Sewer, Water	141775-199635	$ 41.29	$ 20.65
Nicor Gas/2020/0632/5407	PO Box 5407, Carol Stream, IL, 60197-5407	Natural Gas	2092232489 0	$ 171.47	$ 85.74
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636715	$ 800.14	$ 400.07
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636718	$ 453.95	$ 226.97
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700378880024	$ 1,352.19	$ 676.09
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric, Other Services	1867077	$ 597.05	$ 298.53

Sawnee EMC	PO Box 100002, Cumming, GA, 30028-8302	Electric, Other Services	2238703001	$ 527.88	$ -
True Natural Gas	PO Box 70878, Charlotte, NC, 28272-0878	Natural Gas	33483185-001	$ 77.58	$ 38.79
Ohio Edison	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	110 036 350 822	$ 869.95	$ 434.97
Enbridge Gas Ohio/88783	PO Box 88783, Chicago, IL, 60680-1783	Natural Gas	8 5000 2021 7361	$ 199.93	$ 99.97
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	6605758404	$ 450.69	$ 225.35
H.T.S. Realty Corp	PO Box 5830, NEWARK, NJ, 07105	Water	1723	$ 512.62	$ 256.31
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Natural Gas	6605755804	$ 183.00	$ 91.50
Ironbound Public Parking - 10	10 Forest Drive, Warren, NJ, 07059	Other Telecom	Children's Place - PARKKING	$ 407.69	$ 203.85
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560797	$ 1,014.43	$ 507.21
FPL Northwest FL	PO Box 29090, Miami, FL, 33102-9090	Electric, Other Services	2104190109	$ 1,388.33	$ 694.16
South Walton Utility Co.	369 MIRAMAR BEACH DR, MIRAMAR BEACH, FL, 32550	Sewer, Water	15613	$ 45.32	$ 22.66
City of Florence, SC	PO Box 96881, Charlotte, NC, 28296-6881	Sewer, Trash (MSW), Water	42155700-464781	$ 60.02	$ 30.01
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910084574313	$ 490.15	$ 245.08
NYSEG-New York State Electric & Gas	PO Box 847812, Boston, MA, 02284-7812	Electric, Natural Gas	10013433221	$ 791.36	$ 395.68
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885724	$ 675.22	$ 337.61
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	6778344009	$ 1,132.24	$ -
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290606	$ 1,212.72	$ 606.36
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Natural Gas, Other Services	1085808238-0	$ 1,037.43	$ -
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Natural Gas, Other Services	7073033670-1	$ 955.95	$ -
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867087	$ 344.16	$ 172.08
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867058	$ 467.26	$ 233.63
Orlando Utilities Commission	PO Box 31329, Tampa, FL, 33631-3329	Electric, Other Services	8942210001	$ 1,803.79	$ 901.89
Entergy Gulf States LA, LLC/8103	PO BOX 8103, BATON ROUGE, LA, 70891-8103	Electric, Other Services	42501775	$ 891.17	$ 445.59
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas	4041481045	$ 53.36	$ 26.68
PPL Electric Utilities/Allentown	PO Box 419054, St Louis, MO, 63141-9054	Electric	44335-27018	$ 1,709.67	$ 854.84
Rockaway Township Fire Prevention - 65	65 MOUNT HOPE RD, ROCKAWAY, NJ, 07866	Other Telecom	301 Mt Hope Ave	$ 65.00	$ 32.50
San Diego Gas & Electric	PO Box 25111, Santa Ana, CA, 92799-5111	Electric	2100 0201 3527 5	$ 2,546.91	$ 1,273.45
Southwestern Electric Power	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	96651175901	$ 1,111.37	$ 555.69
Red River Sanitors LLC	PO Box 78329, Shreveport, LA, 71137-8329	Other Services, Trash (MSW)	The Children's Place #1815	$ 678.68	$ 339.34
Delta Utilities/672087	PO Box 672087, Dallas, TX, 75267	Natural Gas	4404177523	$ 26.52	$ 13.26
CenterPoint Energy/1423	PO Box 1423, Houston, TX, 77251-1423	Natural Gas	13217865-8	$ 52.83	$ 26.41
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910120852770	$ 1,136.45	$ 568.23
Xcel Energy - 4176/660553	PO Box 660553, Dallas, TX, 75266-0553	Electric, Other Services	5374393736	$ 887.32	$ 443.66
Aurora Water/City of Aurora, CO	PO Box 209416, Dallas, TX, 75320-9416	Sewer, Water	A040037	$ 117.59	$ 58.80
Dominion Energy South Carolina	PO Box 25973, Richmond, VA, 23260-5973	Electric, Natural Gas	2210065947785	$ 826.82	$ 413.41
City of Columbia, SC - Water	PO Box 7997, Columbia, SC, 29202-7997	Water	01-9167790-2008891-4	$ 47.08	$ 23.54
Palmetto Utilities	PO Box 361850, Hoover, AL, 35236-1850	Sewer	7100025785	$ 134.71	$ 67.36

City of Loveland, CO	PO Box 202152, Dallas, TX, 75320-2152	Electric	0103981-040106	$ 722.02	$ 361.01
Xcel Energy - 4176/660553	PO Box 660553, Dallas, TX, 75266-0553	Natural Gas, Other Services	5374214127	$ 187.79	$ 93.89
Galway Centerra LLC	PO Box 45, McFarland, WI, 53558	Sewer, Water	100E14228	$ 65.86	$ 32.93
City of Beaumont, TX	P.O. Box 521, Beaumont, TX, 77704	Sewer, Water	000055017-000408152	$ 33.23	$ 16.62
APS	PO Box 37812, Boone, IA, 50037-0812	Electric	9550548461	$ 822.74	$ 411.37
B33 Yuma Palms III LLC	PO Box 6304, Hicksville, NY, 11802-6304	Sewer, Water	31558988	$ 843.23	$ 421.62
Consumers Energy	PO Box 740309, Cincinnati, OH, 45274-0309	Electric, Natural Gas	100030871246	$ 1,429.10	$ 714.55
Village of Birch Run, MI	P.O. Box 371, Birch Run, MI, 48415	Sewer, Water	101143000	$ 379.33	$ 189.67
Consumers Energy	PO Box 740309, Cincinnati, OH, 45274-0309	Natural Gas	100030871444	$ 33.34	$ 16.67
North Georgia EMC	P.O. Box 1407, Dalton, GA, 30722-1407	Electric	425992002	$ 664.47	$ 332.24
North Georgia EMC	P.O. Box 1407, Dalton, GA, 30722-1407	Electric	425992001	$ 704.92	$ 352.46
Georgia Natural Gas/71245	PO Box 71245, Charlotte, NC, 28272-1245	Natural Gas	002132337-2154108	$ 192.27	$ 96.13
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric, Other Services	000436455646	$ 1,425.07	$ -
Virginia Natural Gas/5409	PO Box 5409, Carol Stream, IL, 60197-5409	Natural Gas	5549994233	$ 20.17	$ 10.08
Virginia Natural Gas/5409	PO Box 5409, Carol Stream, IL, 60197-5409	Natural Gas	8017065800	$ 49.18	$ 24.59
PNM	PO BOX 27900, Albuquerque, NM, 87125-7900	Electric	115659178-0448108-6	$ 974.49	$ 487.24
Logan Valley Realty LLC (NAMDAR)	PO Box 25078, Tampa, FL, 33622	Electric	3234	$ 855.39	$ 427.69
Altoona Water Authority	P.O. Box 3150, Altoona, PA, 16603	Sewer, Water	297305.6	$ 75.95	$ 37.97
NYSEG-New York State Electric & Gas	PO Box 847812, Boston, MA, 02284-7812	Electric, Natural Gas	10024055161	$ 825.60	$ 412.80
Big Flats Water Dept	476 Maple St, Big Flats, NY, 14814-9799	Water	10761-00	$ 61.68	$ 30.84
Big Flats Water Dept	476 Maple St, Big Flats, NY, 14814-9799	Water	FireAlarm: 3300 Chambers Rd	$ 200.00	$ 100.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885723	$ 511.90	$ 255.95
Alliant Energy/WPL	PO BOX 3062, CEDAR RAPIDS, IA, 52406-3062	Electric, Natural Gas	9045420000	$ 941.06	$ 470.53
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	6697381447	$ 560.68	$ -
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	3252060441	$ 789.35	$ -
Indian River County Utilities, FL	PO Box 71323, Charlotte, NC, 28272-1323	Other Services, Sewer, Water	0058405-017478	$ 39.01	$ 19.50
Indian River County Utilities, FL	PO Box 71323, Charlotte, NC, 28272-1323	Sewer, Water	0058405-017480	$ 48.52	$ 24.26
Entergy Texas, Inc./8104	PO BOX 8104, BATON ROUGE, LA, 70891-8104	Electric	141482802	$ 960.59	$ 480.29
Jones-Onslow EMC	PO Box 96286, Charlotte, NC, 28296-6286	Electric	5000116279	$ 745.40	$ 372.70
UGI Utilities Inc	PO Box 15503, Wilmington, DE, 19886-5503	Natural Gas	411002480670	$ 108.71	$ 54.35
PPL Electric Utilities/Allentown	PO Box 419054, St Louis, MO, 63141-9054	Electric	91060-88027	$ 1,416.88	$ 708.44
Memphis Light, Gas & Water Division	P.O. Box 388, Memphis, TN, 38145-0388	Electric, Other Services	00022-4327-1238-838	$ 1,110.43	$ 555.21
Board of Public Works-Gaffney, SC	P.O. Box 64, Gaffney, SC, 29342	Electric, Other Services	39871001	$ 1,688.72	$ 844.36
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Natural Gas	6594413902	$ 705.79	$ 352.90
696 Main Street LLC	52-55 74th St, Elmhurst, NY, 11373	Water	122925-063662	$ 243.61	$ 121.81
696 Main Street LLC	52-55 74th St, Elmhurst, NY, 11373	Water	0122925-063664	$ 264.11	$ 132.05
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560792	$ 436.17	$ 218.09

Piedmont Natural Gas	PO Box 1246, Charlotte, NC, 28201-1246	Natural Gas	6100 1023 0463	$ 188.50	$ 94.25
CBL & Assoc. Mgmt/746806	PO Box 746806, ATLANTA, GA, 30374	Other Services, Sewer, Water	t0032438	$ 54.20	$ 27.10
Entergy Mississippi, Inc./8105	PO BOX 8105, BATON ROUGE, LA, 70891-8105	Electric, Other Services	58366972	$ 1,440.80	$ 720.40
City of Southaven, MS	8710 Northwest Dr, Southaven, MS, 38671-2410	Sewer, Water	00002305	$ 42.80	$ 21.40
Williams Scotsman Inc	PO Box 91975, Chicago, IL, 60693-1975	Other Telecom	10101658	$ 265.37	$ 132.68
Dothan Utilities	P.O. Box 6728, Dothan, AL, 36302-6728	Electric	100195-33924	$ 678.51	$ 339.26
Wire Grass Realty LLC	150 Great Neck Road, Suite 304, Great Neck, NY, 11021	Sewer, Water	48 - LeaseID 009044	$ 843.23	$ 421.62
Met-Ed/371422	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	100072832064	$ 1,443.43	$ 721.72
UGI Utilities Inc	PO Box 15503, Wilmington, DE, 19886-5503	Natural Gas	411003512802	$ 290.29	$ 145.15
Borough of Wyomissing, PA	22 Reading Blvd, Wyomissing, PA, 19610	Water	CHILDR55	$ 843.23	$ 421.62
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	6528138578	$ 1,033.86	$ 516.93
MIAMI-DADE WATER AND SEWER DEPT	P.O. Box 026055, Miami, FL, 33102-6055	Sewer, Water	9318970437	$ 43.71	$ 21.86
Miami-Dade Fire Rescue Department - 9300	FINANCE BUREAU, DORAL, FL, 33178-2424	Other Telecom	20505 S Dixie Hwy	$ 109.14	$ 54.57
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636722	$ 575.07	$ 287.53
Village of Lombard, IL	255 E Wilson Ave, Lombard, IL, 60148	Sewer, Water	31416-001	$ 25.44	$ 12.72
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	15254737	$ 586.50	$ 293.25
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700492649910	$ 530.84	$ 265.42
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867084	$ 427.54	$ 213.77
City Of Arlington Texas - 90231	PO BOX 90231, ARLINGTON, TX, 76004-3231	Other Telecom	2009-138324-AFI	$ 40.00	$ 20.00
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290664	$ 369.71	$ 184.86
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609, Philadelphia, PA, 19101-3609	Electric	5501 2155 820	$ 411.79	$ 205.89
Sandpiper Energy Inc	PO Box 826531, Philadelphia, PA, 19182-6531	Natural Gas	200002506612	$ 415.45	$ 207.73
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990323	$ 642.77	$ 321.39
Tanger Outlets Deer Park LLC	PO Box 414225, Boston, MA, 02241-4225	Electric	1684	$ 2,664.40	$ 1,332.20
zTown Of Babylon - 11757	200 E. LINDENHURST, New York, NY, 11757	Other Telecom	The children's Place #1684	$ 56.00	$ 28.00
Atlas VI JCP Carson LLC	PO Box 51101, NEWARK, NJ, 07101-5101	Electric	245	$ 2,450.09	$ 1,225.05
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290542	$ 1,677.09	$ 838.55
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290668	$ 1,117.46	$ 558.73
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Natural Gas, Other Services	4895967534-8	$ 2,347.72	$ -
NES	PO Box 926, Safety Harbor, FL, 34695-0926	Sewer, Water	5094-1717625-001	$ 59.33	$ 29.67
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1867063	$ 1,143.77	$ 571.89
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	8448915440	$ 1,481.56	$ -
MIAMI-DADE WATER AND SEWER DEPT	P.O. Box 026055, Miami, FL, 33102-6055	Sewer, Water	3526967533	$ 1,630.56	$ 815.28
Miami-Dade Fire Rescue Department - 9300	FINANCE BUREAU, DORAL, FL, 33178-2424	Other Telecom	8307 W Flagler St #1969	$ 148.32	$ 74.16
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas	3073636588	$ 125.49	$ 62.74
Middle Tennessee Electric	PO Box 330008, Murfreesboro, TN, 37133-0008	Electric, Other Services	2902624403	$ 485.60	$ -
Consolidated Utility Dist. of Rutherford	P.O. Box 249, Murfreesboro, TN, 37133-0249	Sewer, Water	87458-02	$ 61.19	$ 30.60

Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700063179275	$ 537.62	$ 268.81
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867069	$ 396.21	$ 198.11
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700555304028	$ 2,611.11	$ 1,305.56
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric, Other Services	0395-1008-58-4	$ 1,349.96	$ 674.98
National Grid - Pittsburgh/371382	PO Box 371382, Pittsburgh, PA, 15250-7382	Natural Gas, Other Services	56826-50018	$ 133.67	$ 66.83
Town of Hempstead, NY - Dept of Water	1995 Prospect Ave, East Meadow, NY, 11554	Water	51001201	$ 77.31	$ 38.66
LUMA Energy	PO Box 363508, San Juan, PR, 00936-3508	Electric	5816890000	$ 4,154.40	$ 2,077.20
Expediter Services, Inc.	PO Box 29624, San Juan, PR, 00929-0624	Other Telecom	TCP Barceloneta	$ 784.00	$ 392.00
Autoridad de Acueductos y Alcantarillado	PO Box 70101, San Juan, PR, 00936-8101	Sewer, Water	00021080062 9	$ 140.27	$ 70.13
Expediter Services, Inc.	PO Box 29624, San Juan, PR, 00929-0624	Other Telecom	TCP Plaza Las Americas-RELO	$ 15.00	$ 7.50
LUMA Energy	PO Box 363508, San Juan, PR, 00936-3508	Electric	4884981993	$ 671.38	$ 335.69
Expediter Services, Inc.	PO Box 29624, San Juan, PR, 00929-0624	Other Services, Other Telecom	TCP Mayaguez Mall #2907	$ 2,076.53	$ 1,038.26
LUMA Energy	PO Box 363508, San Juan, PR, 00936-3508	Electric	7682191000	$ 2,095.62	$ 1,047.81
Autoridad de Acueductos y Alcantarillado	PO Box 70101, San Juan, PR, 00936-8101	Sewer, Water	00021960475 8	$ 122.32	$ 61.16
Expediter Services, Inc.	PO Box 29624, San Juan, PR, 00929-0624	Other Telecom	TCP Trujillo Alto #2911	$ 774.00	$ 387.00
LUMA Energy	PO Box 363508, San Juan, PR, 00936-3508	Electric	2654771000	$ 3,313.44	$ 1,656.72
LUMA Energy	PO Box 363508, San Juan, PR, 00936-3508	Electric	6081612000	$ 2,417.42	$ 1,208.71
Autoridad de Acueductos y Alcantarillado	PO Box 70101, San Juan, PR, 00936-8101	Sewer, Water	00022012418 4	$ 156.60	$ 78.30
Expediter Services, Inc.	PO Box 29624, San Juan, PR, 00929-0624	Other Telecom	TCP Rexville Town Center	$ 754.00	$ 377.00
MK Oakland Mall LLC	412 W 14 Mile Road, Troy, MI, 48083	Electric	B-346	$ 1,088.13	$ 544.06
City of Troy, MI	PO Box 554743, DETROIT, MI, 48255-4753	Sewer, Water	3100075	$ 691.19	$ 345.59
Consumers Energy	PO Box 740309, Cincinnati, OH, 45274-0309	Natural Gas	100005179427	$ 20.39	$ 10.19
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	6621546505	$ 166.60	$ 83.30
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	6652236109	$ 122.26	$ 61.13
Township of Wayne, NJ	475 Valley Road, Wayne, NJ, 07470	Water	Willowbrook Mall	$ 125.00	$ 62.50
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560789	$ 199.66	$ 99.83
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560793	$ 296.94	$ 148.47
Hydro Quebec	Cp 11022, Succ Centre-Ville, Montreal, QC, H3C 4V6	Electric, Other Services	299 071 924 185	$ 886.98	$ 443.49
GSU - Greater Sudbury Utilities	PO Box/CP Box 250, Sudbury, ON, P3E 4P1	Electric, Other Services	00044192-00	$ 1,500.58	$ 750.29
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 42 81140 2	$ 64.75	$ 32.37
Hydro One Networks, Inc.	PO BOX 4102, Toronto, ON, M5W3L3	Electric	2000 3135 7542	$ 905.21	$ 452.60
Toronto Hydro Electric System	PO Box 4490 STN A, Toronto, ON, M5W 4H3	Electric	6388760000	$ 505.96	$ 252.98
Grandbridge Energy Inc	PO Box 1060, Cambridge, ON, N1R 5X6	Electric	00047695-02	$ 962.90	$ 481.45
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 11789 4	$ 23.88	$ 11.94
Hydro Ottawa	PO Box 8700, Ottawa, ON, K1G 3S4	Electric	80475530003363156000	$ 968.31	$ 484.16
ENWIN Utilities Ltd	PO Box 1625, Windsor, ON, N8W 5T1	Electric, Other Services	00076715-00	$ 890.80	$ 445.40
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 75 20471 0	$ 81.05	$ 40.53

London Hydro	P.O. Box 3060, London, ON, N6A 4J8	Electric	227015-5375060	$ 1,031.75	$ 515.87
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 11553 3	$ 52.53	$ 26.26
Hydro Ottawa	PO Box 8700, Ottawa, ON, K1G 3S4	Electric	64690430003183095000	$ 547.67	$ 273.84
Alectra Utilities Corporation	PO Box 3700, Concord, ON, L4K 5N2	Electric, Other Services	9578763881	$ 1,289.92	$ 644.96
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	10 21 67 30842 2	$ 234.48	$ 117.24
Hydro Ottawa	PO Box 8700, Ottawa, ON, K1G 3S4	Electric	54437630008518096000	$ 1,029.79	$ 514.90
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	10 65 20 70907 6	$ 4.34	$ 2.17
Nova Scotia Power Inc	P.O. Box 848, Halifax, NS, B3J2V7	Electric, Other Services	1202345-3	$ 659.58	$ 329.79
Alectra Utilities Corporation	PO Box 3700, Concord, ON, L4K 5N2	Electric	3254083074	$ 605.29	$ 302.65
Elexicon Energy/4466	Box 4466, Toronto, ON, M5W 4C5	Electric	2400137032	$ 1,592.00	$ 796.00
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 08237 2	$ 42.81	$ 21.41
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 08376 6	$ -	$ -
West Edmonton Mall Property Inc	3000, 8882 - 170 Street, Edmonton, AB, T5T 4M2	Electric	MOC-00002216	$ 447.48	$ 223.74
ENMAX/2900	PO Box 2900, Calgary, AB, T2P 3A7	Electric	500132731	$ 653.57	$ 326.79
Ivanhoe Cambridge II Inc-Vaughan Mills	1 Bass Pro Mills Dr, Vaughan, ON, L4K 5W4	Natural Gas, Other Services	t0086961	$ 653.46	$ 326.73
Sask Power	PO Box 6300, Regina, SK, S4P 4J5	Electric	5000 0300 6037	$ 1,055.33	$ 527.67
Cornwall Center Inc. - 202-2114	Administrative Office, Regina, SK, S4P 0J5	Other Telecom	Children's Place-Cornwall Centre	$ 315.00	$ 157.50
City of Saskatoon, SK	P.O. Box 7030, Saskatoon, SK, S7K 8E3	Electric	101462444	$ 531.16	$ 265.58
Essex Powerlines Corporation	2730 Hwy #3, Oldcastle, ON, N0R 1L0	Electric, Other Services	00244400-02	$ 1,151.53	$ 575.77
Energie NB Power	PO Box - CP 2000, Caraquet, NB, E1W 1C1	Electric	5785628-3	$ 1,013.03	$ 506.51
Liberty Utilities/New Brunswick	440 Wilsey Rd, Fredericton, NB, E3B 7G5	Natural Gas	200002333967	$ 218.22	$ 109.11
EPCOR/500	PO Box 500, Edmonton, AB, T5J 3Y3	Electric, Other Services	15758279	$ 2,286.50	$ 1,143.25
Direct Energy Regulated Services	PO Box 1520, STN M, Calgary, AB, T2P 5R6	Natural Gas	760005418602	$ 178.05	$ 89.02
Hydro Quebec	Cp 11022, Succ Centre-Ville, Montreal, QC, H3C 4V6	Electric, Other Services	299 003 271 861	$ 1,664.40	$ 832.20
Energir	CP 6115, Montreal, QC, H3C 4N7	Natural Gas	2201 2635 003	$ 110.72	$ 55.36
Synergy North	34 North Cumberland St, Thunder Bay, ON, P7A 4L4	Electric, Other Services	260289-144370	$ 539.66	$ 269.83
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 08167 2	$ 110.68	$ 55.34
Toronto Hydro Electric System	PO Box 4490 STN A, Toronto, ON, M5W 4H3	Electric	8949340000	$ 1,720.75	$ 860.38
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	12 01 67 14412 2	$ 200.43	$ 100.21
Hydro One Networks, Inc.	PO BOX 4102, Toronto, ON, M5W3L3	Electric	2001 7593 9577	$ 804.29	$ 402.15
BC Hydro	P.O. Box 9501, Vancouver, BC, V6B 4N1	Electric	7431 437	$ 1,560.29	$ 780.15
BC Hydro	P.O. Box 9501, Vancouver, BC, V6B 4N1	Electric	7616 085	$ 794.61	$ 397.31
Hydro Quebec	Cp 11022, Succ Centre-Ville, Montreal, QC, H3C 4V6	Electric, Other Services	299 054 622 624	$ 1,285.83	$ 642.92
Newfoundland Power	P.O. Box 12069, St. John's, NL, A1B 4B6	Electric	0222200000	$ 1,252.31	$ 626.15
Toronto Hydro Electric System	PO Box 4490 STN A, Toronto, ON, M5W 4H3	Electric	6683538663	$ 998.24	$ 499.12
Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 15 56290 3	$ 30.71	$ 15.36
Enova Power Corp	PO Box 9021, Kitchener, ON, N2G 4P1	Electric	4173520000	$ 1,260.94	$ 630.47

Enbridge Gas Inc/644	PO Box 644, Scarborough, ON, M1K 5H1	Natural Gas	91 00 43 11645 6	$ 25.15	$ 12.57
Alectra Utilities Corporation	PO Box 3700, Concord, ON, L4K 5N2	Electric	3355091300	$ 674.07	$ 337.04
InnPower	7251 Yonge St, Innisfil, ON, L9S 0J3	Electric, Other Services	020-100927-11	$ 489.52	$ -
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700152869620	$ 2,514.80	$ 1,257.40
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867073	$ 1,380.51	$ 690.26
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	71 318 020 18	$ 979.79	$ 489.90
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1560805	$ 1,750.90	$ 875.45
Paterson Fire Department - 300	300 MCBRIDE AVE, PATERSON, NJ, 07501	Other Telecom	20100029	$ 300.00	$ 150.00
Pearl River Valley EPA	P.O. Box 1217, Columbia, MS, 39429-1217	Electric	148416-001	$ 1,161.07	$ 580.54
City of Hattiesburg, MS/1897	P.O. Box 1897, Hattiesburg, MS, 39403	Sewer, Water	21421-125438	$ 25.27	$ 12.64
Spire/Atlanta	PO Box 932299, ATLANTA, GA, 31193-2299	Natural Gas	000034736-001	$ 134.10	$ 67.05
Oklahoma Natural Gas Company	PO Box 25030, Oklahoma City, OK, 73125-5030	Natural Gas	212860997 2531936 45	$ 52.24	$ 26.12
OG&E -Oklahoma Gas & Electric Service	P.O. Box 24990, Oklahoma City, OK, 73124-0990	Electric	1290946860	$ 1,609.37	$ 804.69
City of Baytown, TX	PO Box 738277, Dallas, TX, 75373-8277	Sewer, Water	239023201	$ 179.47	$ 89.74
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290481	$ 1,006.79	$ 503.40
Texas Gas Service	PO Box 660107, Dallas, TX, 75266-0107	Natural Gas, Other Services	912230821 2342655 91	$ 111.72	$ 55.86
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290670	$ 1,233.07	$ 616.54
Alexandria Main Mall LLC	PO Box 669442, Dallas, TX, 75266	Electric	t0008852	$ 1,211.70	$ 605.85
Jersey Central Power & Light	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric, Other Services	100080290065	$ 678.94	$ 339.47
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1560814	$ 1,122.61	$ 561.30
NJNG	PO Box 11743, NEWARK, NJ, 07101-4743	Natural Gas, Other Services	230000737840	$ 119.07	$ 59.53
Borough of Tinton Falls	556 Tinton Ave, Tinton Falls, NJ, 07724	Water	00855	$ 85.00	$ 42.50
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290667	$ 1,581.14	$ 790.57
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700622300009	$ 416.47	$ 208.24
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867086	$ 298.02	$ 149.01
Treasurer, Chesterfield County	PO Box 608, Chesterfield, VA, 23832-0009	Sewer, Water	00063320-2074614	$ 62.62	$ 31.31
Floyd County Water Department	PO BOX 1169, ROME, GA, 30162-1169	Sewer, Water	101747	$ 53.54	$ 26.77
Diverse Power	PO Box 70878, Charlotte, NC, 28272-0878	Electric	215175001	$ 1,017.12	$ 508.56
City of LaGrange, GA	PO Box 4410, LaGrange, GA, 30241-0088	Sewer, Water	40906710-04	$ 16.19	$ 8.09
Magic Valley Electric Co-op	PO Box 267, Mercedes, TX, 78570	Electric	247376001	$ 853.49	$ 426.74
Texas Gas Service	PO Box 660107, Dallas, TX, 75266-0107	Natural Gas, Other Services	912312829 2344311 27	$ 109.73	$ 54.87
City of Edinburg, TX	P.O. Box 1169, Edinburg, TX, 78540	Sewer, Water	33-4735-02	$ 29.02	$ 14.51
Portland General Electric (PGE)	PO Box 4438, Portland, OR, 97208-4438	Electric	5901670000	$ 1,536.69	$ 768.35
NW Natural	PO BOX 6017, Portland, OR, 97228-6017	Natural Gas	2325687-8	$ 118.55	$ 59.27
NW Natural	PO BOX 6017, Portland, OR, 97228-6017	Natural Gas	2347713-6	$ 29.60	$ 14.80
Southwestern Electric Power	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	96823540701	$ 714.66	$ 357.33
CenterPoint Energy/4981	PO Box 4981, Houston, TX, 77210-4981	Natural Gas	8529295-1	$ 135.45	$ 67.72

Xcel Energy - 4176/660553	PO Box 660553, Dallas, TX, 75266-0553	Natural Gas, Other Services	5341133915	$ 74.11	$ 37.06
Dalton Utilities	PO Box 117614, ATLANTA, GA, 30368-7614	Electric	0004787602	$ 1,097.02	$ 548.51
Hillside Real Estate LLC	PO Box 715151, Cincinnati, OH, 45271-5151	Sewer, Water	350WHS70512-TCP#04108 Water	$ 57.25	$ 28.62
Hillside Real Estate LLC	PO Box 715151, Cincinnati, OH, 45271-5151	Electric	350EHS70540-TCP#04108 Electric	$ 841.03	$ 420.51
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	3910583115	$ 1,031.06	$ 515.53
City of Statesboro, GA	P.O. Box 348, Statesboro, GA, 30459	Sewer, Water	03-10000-08	$ 20.71	$ 10.36
El Paso Electric Company	PO Box 660380, Dallas, TX, 75266-0380	Electric, Other Services	7284120142	$ 697.24	$ 348.62
El Paso Water Utilities	P.O. Box 511, EL Paso, TX, 79961-0511	Other Services, Sewer, Trash (MSW), Water	1921210000	$ 322.52	$ 161.26
Texas Gas Service	PO Box 660107, Dallas, TX, 75266-0107	Natural Gas	912222151 2358590 18	$ 106.99	$ 53.50
Mississippi Power	P.O. Box 245, Birmingham, AL, 35201	Electric	0303023056	$ 986.58	$ 493.29
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric	47268320000	$ 1,612.36	$ 806.18
NYC Fire Department - 25009	PO Box 25009, New York, NY, 10087-5009	Other Telecom	91105593	$ 498.75	$ 249.38
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885713	$ 1,108.12	$ 554.06
Pacific Power-Rocky Mountain Power	PO Box 26000, Portland, OR, 97256-0001	Electric, Other Services	06990918014	$ 620.84	$ 310.42
Cascade Natural Gas	PO Box 5600, Bismarck, ND, 58506-5600	Natural Gas	574 322 0000 4	$ 33.14	$ 16.57
Cascade Natural Gas	PO Box 5600, Bismarck, ND, 58506-5600	Natural Gas	968 517 7150 9	$ 65.53	$ 32.77
Alabama Power	PO Box 242, Birmingham, AL, 35292	Electric	0207011050	$ 1,737.08	$ 868.54
Utility Billing Solutions LLC	PO Box 712, Madison, GA, 30650	Sewer, Water	502633	$ 127.79	$ 63.89
Spire/Charlotte	PO Box 70880, Charlotte, NC, 28272-0880	Natural Gas	8625323333	$ 64.30	$ 32.15
Northline Commons LLC	2633 Town Center Blvd N, Sugar Land, TX, 77479	Sewer, Water	1392037	$ 203.71	$ 101.86
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290483	$ 742.52	$ 371.26
Dominion Energy South Carolina	PO Box 25973, Richmond, VA, 23260-5973	Electric, Natural Gas	2210086935743	$ 1,047.43	$ 523.72
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910181029242	$ 534.90	$ -
CPS Energy	P.O. Box 2678, San Antonio, TX, 78289-0001	Electric, Other Services	300-2684-611	$ 965.04	$ 482.52
CPS Energy	P.O. Box 2678, San Antonio, TX, 78289-0001	Natural Gas	300-2639-492	$ 82.61	$ 41.31
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290477	$ 1,245.05	$ 622.53
City of Idaho Falls, ID	P.O. Box 50220, Idaho Falls, ID, 83405	Electric, Other Services, Sewer, Water	2014711	$ 662.60	$ 331.30
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609, Philadelphia, PA, 19101-3609	Electric	5500 9256 102	$ 368.00	$ 184.00
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990340	$ 445.58	$ 222.79
2918 Third Ave LLC	Lockbox - 782541, Philadelphia, PA, 19106	Electric	29183AV - 3A-0100	$ 2,143.33	$ 1,071.67
NYC Fire Department - 25009	PO Box 25009, New York, NY, 10087-5009	Other Telecom	88068747	$ 420.00	$ 210.00
Entergy Louisiana, Inc./8108	PO BOX 8108, BATON ROUGE, LA, 70891-8108	Electric, Other Services	94543246	$ 1,316.65	$ 658.32
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	7366115435	$ 896.85	$ -
Puget Sound Energy	BOT-01H, Bellevue, WA, 98009-9269	Electric	200021302852	$ 1,292.07	$ 646.04
Fruitland Mutual Water Company	P.O. Box 73759, Puyallup, WA, 98373	Water	95202	$ 84.52	$ 42.26
City of Puyallup - Utilities	PO Box 35160, Seattle, WA, 98124-5160	Sewer	960763	$ 39.75	$ 19.88
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700311108851	$ 622.22	$ 311.11

Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700310010832	$ 496.95	$ 248.47
Southern California Gas (The Gas Co.)	PO Box C, Monterey Park, CA, 91756	Natural Gas	1187160556	$ 21.44	$ 10.72
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867074	$ 350.98	$ 175.49
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Other Services	6983779800	$ 664.34	$ 332.17
Elizabethtown Gas/6031	PO Box 6031, Bellmawr, NJ, 08099	Natural Gas	6269145053	$ 344.87	$ 172.44
Parking Authority - Elizabeth - 233	233 COMMERCE PLACE, Elizabeth, NJ, 07201	Other Telecom	The Children's Place	$ 1,200.00	$ 600.00
Elizabeth Fire Department 411	411 Irvington Ave, Elizabeth, NJ, 07201	Other Telecom	23 Broad Street	$ 90.00	$ 45.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560788	$ 1,060.55	$ 530.27
City of Concord, NC	PO Box 604220, Charlotte, NC, 28260-4220	Electric	00257203-03	$ 925.45	$ 462.72
City of Goldsboro, NC	PO Box 88, Goldsboro, NC, 27533	Sewer, Water	44020-1207-A North Berkeley Blvd	$ 41.70	$ 20.85
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910084574529	$ 653.37	$ 326.69
Clarksville Department of Electricity	PO Box 31509, Clarksville, TN, 37040	Electric, Other Services	258049-002	$ 1,022.86	$ -
Clarksville Gas & Water Department	PO Box 31329, Clarksville, TN, 37040-0023	Sewer, Water	004-8071.302	$ 46.95	$ 23.48
City of Centralia, WA	PO Box 1259, Centralia, WA, 98531-1259	Electric	05-225790-07	$ 557.85	$ 278.93
Puget Sound Energy	BOT-01H, Bellevue, WA, 98009-9269	Natural Gas	200000976064	$ 170.42	$ 85.21
3902 Annadale Lane LP	1675 W Lacey Blvd, Hanford, CA, 93230	Electric	Children's Place #4211	$ 1,453.40	$ 726.70
MCM Properties, LTD	4101 East 42nd St, Odessa, TX, 79762	Electric	TCP4213	$ 680.99	$ 340.49
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas, Other Services	3005250676	$ 43.79	$ 21.89
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas, Other Services	3023900671	$ 170.47	$ 85.23
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290663	$ 1,248.33	$ 624.17
National Grid - New York/371376	PO Box 371376, Pittsburgh, PA, 15250-7376	Electric, Other Services	72888-27124	$ 440.95	$ 220.47
National Grid - New York/371376	PO Box 371376, Pittsburgh, PA, 15250-7376	Natural Gas, Other Services	77288-27126	$ 123.15	$ 61.58
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885716	$ 686.92	$ 343.46
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric	001119888905	$ 702.00	$ -
Virginia Natural Gas/5409	PO Box 5409, Carol Stream, IL, 60197-5409	Natural Gas	6284948032	$ 85.95	$ 42.98
Edge Utilities	PO BOX 158, Baltimore, OH, 43105	Sewer, Water	298060	$ 36.55	$ 18.27
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas, Other Services	320002093427	$ 62.00	$ 31.00
The Illuminating Company	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	110076904892	$ 626.47	$ 313.24
Town of Smithfield, NC	PO Box 761, Smithfield, NC, 27577-0761	Electric, Other Services, Sewer, Water	26-025120-02	$ 957.90	$ 478.95
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	700151099368	$ 1,501.19	$ 750.60
SVAP III Plaza Mexico LLC	PO Box 209372, Austin, TX, 78720-9372	Water	241781	$ 85.88	$ 42.94
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867072	$ 679.07	$ 339.53
Los Angeles Dept of Water & Power/30808	P.O. Box 30808, Los Angeles, CA, 90030-0808	Electric	610 339 0000	$ 277.11	$ 138.56
Los Angeles Dept of Water & Power/30808	P.O. Box 30808, Los Angeles, CA, 90030-0808	Electric	510 339 0000	$ 1,652.07	$ 826.04
Mimco Inc	6500 Montana Ave, EL Paso, TX, 79925	Sewer, Water	12212290	$ 843.23	$ 421.62
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas	3035284324	$ 117.86	$ 58.93
City of Dallas - Dallas Fire Rescue	1551 Baylor St, Dallas, TX, 75226	Water	Premise#405382	$ 843.23	$ 421.62

Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290665	$ 925.17	$ 462.59
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric, Natural Gas, Other Services	78801620002	$ 1,066.51	$ 533.26
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885719	$ 676.68	$ 338.34
Withlacoochee River Electric Cooperative	PO Box 278, Dade City, FL, 33526-0278	Electric, Other Services	1655550	$ 715.16	$ 357.58
Eversource Energy 660753/56007	PO Box 56007, Boston, MA, 02205-6007	Electric	7401 288 7399	$ 1,087.59	$ 543.79
National Grid - Pittsburgh/371338	PO Box 371338, Pittsburgh, PA, 15250-7338	Natural Gas, Other Services	33792-59018	$ 170.52	$ 85.26
Central Georgia EMC (elec)	PO Box 70878, Charlotte, NC, 28272-0872	Electric, Other Services	196049-001	$ 636.14	$ 318.07
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290672	$ 760.17	$ 380.08
Entergy Mississippi, Inc./8105	PO BOX 8105, BATON ROUGE, LA, 70891-8105	Electric, Other Services	111082442	$ 1,289.40	$ 644.70
Freepoint Energy Solutions LLC	PO Box 733615, Dallas, TX, 75373	Electric	95139-290604	$ 732.82	$ 366.41
Cafaro GC Mall LLC	PO Box 7535, Carol Stream, IL, 60197	Electric	062896 - electric	$ 753.62	$ 376.81
City of Vienna, WV	P.O. Box 5097, Vienna, WV, 26105-0097	Other Services, Sewer	004-004-001275-4	$ 14.05	$ 7.03
Cafaro GC Mall LLC	PO Box 7535, Carol Stream, IL, 60197	Other Services, Sewer, Water	062896 - water	$ 66.27	$ 33.13
Appalachian Power	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	02231745247	$ 749.78	$ 374.89
West Virginia American Water Company	PO Box 371880, Pittsburgh, PA, 15250-7800	Water	1028-210018146469	$ 48.96	$ 24.48
Pea Ridge Public Serv Dist	P.O. Box 86, Barboursville, WV, 25504	Sewer	784544	$ -	$ -
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	7925163960	$ 1,479.37	$ -
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1867088	$ 539.55	$ 269.78
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric, Other Services	95994260008	$ 894.10	$ 447.05
National Grid - Brooklyn/371416	PO Box 371416, Pittsburgh, PA, 15250-7416	Natural Gas, Other Services	97519-86007	$ 223.92	$ 111.96
Gateway Center Properties Phs II Owner	PO Box 416837, Boston, MA, 02241-6837	Water	2551720 60015121	$ 74.51	$ 37.25
Williams Scotsman Inc	PO Box 91975, Chicago, IL, 60693-1975	Other Telecom	10465878	$ 548.69	$ 274.35
New York City Fire Department - 9	REVENUE MANAGEMENT - ACCOUNTING, Brooklyn, NY,	Other Telecom	36257137	$ 420.00	$ 210.00
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885720	$ 499.68	$ 249.84
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	5729327016	$ 1,005.10	$ 502.55
Gas South/530552	P.O. Box 530552, ATLANTA, GA, 30353-0552	Natural Gas	9986423713	$ 304.13	$ 152.07
Imperial Irrigation District, CA	P.O. BOX 937, Imperial, CA, 92251-0937	Electric, Other Services	50610912	$ 1,818.90	$ 909.45
Lehi City Corporation	PO Box 1110, Pleasant Grove, UT, 84062	Electric, Natural Gas	40.6016.2.7	$ 593.88	$ 296.94
Enbridge Gas UT WY ID /2920	PO Box 2920, Phoenix, AZ, 85062	Natural Gas	8134142847	$ 108.32	$ 54.16
Enbridge Gas UT WY ID /2920	PO Box 2920, Phoenix, AZ, 85062	Natural Gas	9307259161	$ 9.19	$ 4.59
Lehi City Corporation	PO Box 1110, Pleasant Grove, UT, 84062	Electric	40.6004.2.3	$ 134.27	$ 67.14
Walton EMC / Walton Gas	PO Box 1347, Monroe, GA, 30655-1347	Electric, Other Services	748924002	$ 686.71	$ 343.35
CR Webb Gin LLC	PO Box 69475-280, Baltimore, MD, 21264-9475	Sewer, Water	100181137210	$ 73.37	$ 36.68
Gas South/530552	P.O. Box 530552, ATLANTA, GA, 30353-0552	Natural Gas	2851799784	$ 168.54	$ 84.27
Eversource Energy/56002	PO Box 56002, Boston, MA, 02205-6002	Electric	5139 674 6067	$ 1,063.86	$ 531.93
Connecticut Natural Gas Corp (CNG)	PO Box 847820, Boston, MA, 02284-7820	Natural Gas, Other Services	040-0010741-8929	$ 103.70	$ 51.85
Flatbush Charter Partners LLC	PO Box 6296, Hicksville, NY, 11802	Water	EMS 2456-006012	$ 175.58	$ 87.79

FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	00661-88046	$ 1,205.79	$ -
Palm Beach Outlets I LLC	PO Box 9468, New York, NY, 10087-9468	Sewer, Water	646186	$ 171.37	$ 85.69
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910084573734	$ 508.30	$ 254.15
PEPCO (Potomac Electric Power Company)	PO Box 13608, Philadelphia, PA, 19101-3608	Electric	50013943845	$ 349.03	$ 174.51
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas, Other Services	210001067953	$ 65.45	$ 32.73
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990342	$ 514.78	$ 257.39
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Natural Gas	7071071918	$ 982.30	$ 491.15
Levin Management Corp	PO Box 326, North Plainfield, NJ, 07061	Water	Suite 21	$ 29.29	$ 14.65
Borough of Watchung, NJ	15 Mountain Blvd, Watchung, NJ, 07069	Sewer	Local ID: N-0032	$ 843.23	$ 421.62
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560803	$ 1,148.94	$ 574.47
Appalachian Power	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	020-657-200-9-2	$ 655.16	$ 327.58
Mountaineer Gas/580211	PO Box 580211, Charlotte, NC, 28258-0211	Natural Gas, Other Services	129365-587668	$ 46.03	$ 23.02
Bradley Public Service District, WV	P.O. Box 290, Bradley, WV, 25818	Sewer	18 370000	$ 57.40	$ 28.70
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric, Natural Gas, Other Services	64262410000	$ 1,105.04	$ 552.52
NYC Fire Department - 25009	PO Box 25009, New York, NY, 10087-5009	Other Telecom	28070381	$ 210.00	$ 105.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885715	$ 551.44	$ 275.72
American Electric Power/24002	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	077-660-301-2-1	$ 1,132.64	$ 566.32
BCWSD	PO Box 457, St Clairsville, OH, 43950-0457	Other Services, Sewer, Water	101-47500-08	$ 100.49	$ 50.24
Entergy Arkansas, Inc./8101	PO BOX 8101, BATON ROUGE, LA, 70891-8101	Electric, Other Services	124230863	$ 915.61	$ 457.81
Summit Utilities Arkansas Inc	PO Box 676344, Dallas, TX, 75267-6344	Natural Gas, Other Services	210100463461	$ 27.71	$ 13.85
Little Rock Outlets Realty Holding LLC	1909 Tyler St, Ste 401, HOLLYWOOD, FL, 33020	Sewer, Water	774753	$ 49.73	$ 24.86
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910195777242	$ 455.46	$ -
Tanger Asheville	PO Box 414225, Boston, MA, 02241-4225	Sewer, Water	1163284	$ 30.95	$ 15.47
Enbridge Gas North Carolina	PO Box 25715, Richmond, VA, 23260-5715	Natural Gas	5492233333	$ 33.31	$ 16.65
Shelby Energy Cooperative, Inc/KY	P.O. Box 309, Shelbyville, KY, 40066-0309	Electric, Other Services	1000821001	$ 499.93	$ 249.97
LG&E - Louisville Gas & Electric	PO Box 7231, St Louis, MO, 63177	Natural Gas	3000-2868-3385	$ 172.37	$ 86.18
PR Springfield Town Center LLC	PO Box 932831, CLEVELAND, OH, 44193-2831	Electric	29019	$ 788.32	$ 394.16
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric	97045130008	$ 1,306.12	$ 653.06
1085 Nelson LLC	PO Box 856, Rock Hill, NY, 12775	Water	7253T 23AA	$ 26.08	$ 13.04
NYC Fire Department - 25009	PO Box 25009, New York, NY, 10087-5009	Other Telecom	05449335	$ 210.00	$ 105.00
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885722	$ 827.49	$ 413.74
City of Fort Worth - 99005	PO BOX 99005, Fort Worth, TX, 76199-0005	Other Telecom	0000016546	$ 55.00	$ 27.50
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Natural Gas	910123189708	$ 158.11	$ 79.06
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910089332086	$ 963.44	$ 481.72
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910089331910	$ 438.85	$ 219.43
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric, Other Services	700879928167	$ 83.95	$ -
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	3672453357-9	$ 2,088.46	$ 1,044.23

FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	30669-74472	$ 583.83	$ -
Miami-Dade Fire Rescue Department - 9300	FINANCE BUREAU, DORAL, FL, 33178-2424	Other Telecom	19125-00588	$ 107.79	$ 53.90
Village of Schaumburg, IL	101 Schaumburg Ct, Schaumburg, IL, 60193-1881	Sewer, Water	132174-50284	$ 17.34	$ 8.67
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric	001821340948	$ 75.62	$ 37.81
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric	007150031388	$ 951.19	$ 475.60
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas, Other Services	310002990086	$ 174.77	$ 87.38
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas, Other Services	310002990078	$ 69.36	$ 34.68
Premium Parking - 601	601 POYDRAS STREET, New Orleans, LA, 70130	Other Telecom	1621	$ 307.22	$ 153.61
Gloucester Township Fire District 4	14 West Central Ave, Blackwood, NJ, 08012	Water	Registration: 0415-004-2-220-2	$ 58.00	$ 29.00
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	13606-03235	$ 1,138.47	$ -
UGI Penn Natural Gas	PO Box 15503, Wilmington, DE, 19886-5503	Natural Gas, Other Services	411015870578	$ 105.13	$ (7.43)
Atlantic City Associates LLC	PO Box 414225, Boston, MA, 02241-4225	Sewer, Water	EMS 2241-962095	$ 68.84	$ 34.42
Atlantic City Electric	PO Box 13610, Philadelphia, PA, 13610	Electric	55042316889	$ 1,749.56	$ 874.78
Tanger Properties LP	PO Box 414225, Boston, MA, 02241-4225	Electric	976	$ 222.73	$ 111.37
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609, Philadelphia, PA, 19101-3609	Electric	55042368930	$ 1,232.24	$ 616.12
National Grid - Pittsburgh/371382	PO Box 371382, Pittsburgh, PA, 15250-7382	Natural Gas, Other Services	90060-40025	$ 680.20	$ -
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	9569006908	$ 1,350.88	$ 675.44
Bluebonnet Electric Cooperative	PO Box 240, Giddings, TX, 78942-0240	Electric, Other Services	5000012482	$ 995.23	$ (402.38)
Palmetto Electric Coop	PO Box 70878, Charlotte, NC, 28272-0878	Electric, Other Services	189733002	$ 979.78	$ -
South Strabane Township - 550	550 Washington Road, Washington, PA, 15301	Other Telecom	CHILDRENS PLACE	$ 79.61	$ 39.81
Tanger Properties LP	PO Box 414225, Boston, MA, 02241-4225	Electric	970	$ 536.06	$ 268.03
Puget Sound Energy	BOT-01H, Bellevue, WA, 98009-9269	Electric	220039640234	$ 398.76	$ 199.38
MidAmerican Energy Company	PO Box 8020, Davenport, IA, 52808-8020	Electric, Natural Gas	0516120052	$ 331.72	$ 165.86
Xcel Energy - 4176/660553	PO Box 660553, Dallas, TX, 75266-0553	Electric	5100155640900	$ 1,379.04	$ 689.52
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric	7819089903	$ 837.70	$ 418.85
WE Energies/Wisconsin Electric/Gas	PO Box 1125, Glenview, IL, 60025	Electric, Natural Gas	0749333650-00001	$ 1,044.15	$ 522.08
ComEd	PO Box 6111, Carol Stream, IL, 60197-6111	Electric, Other Services	9286455745	$ 836.47	$ -
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas, Other Services	3076458908	$ 165.41	$ 82.71
Kansas City Board of Public Utilities	P.O. Box 219661, Kansas City, MO, 64121-9661	Electric, Other Services, Sewer	2410414	$ 1,629.03	$ 814.52
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric, Other Services	8743971082	$ 870.27	$ -
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	4999909114	$ 1,505.61	$ 752.80
Wright-Hennepin Coop Electric	PO Box 77027, Minneapolis, MN, 55480-7727	Electric, Other Services	15017008842	$ 920.40	$ 460.20
CenterPoint Energy Minnegasco/4671	PO BOX 4671, Houston, TX, 77210-4671	Natural Gas	6404252226-4	$ 65.56	$ 32.78
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric	5680880465-4	$ 859.17	$ 429.58
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609, Philadelphia, PA, 19101-3609	Electric	55044274110	$ 1,791.00	$ 895.50
Puget Sound Energy	BOT-01H, Bellevue, WA, 98009-9269	Natural Gas	220040756086	$ 83.97	$ 41.98
Snohomish County PUD	P.O. Box 1100, Everett, WA, 98206	Electric	224793810	$ 224.51	$ 112.25

FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	0310247192	$ 1,821.66	$ -
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric, Other Services	1745098969-8	$ 1,490.60	$ 101.30
Central Maine Power (CMP)	PO Box 847810, Boston, MA, 02284-7810	Electric	3501-3265-919	$ 3,497.62	$ 1,748.81
Indiana Michigan Power	PO Box 371496, Pittsburgh, PA, 15250-7496	Electric	04043212200	$ 446.05	$ 223.02
Mall at Jefferson Valley	PO Box 643194, Pittsburgh, PA, 15264-3194	Electric	062893	$ 1,280.40	$ 640.20
WG Park LP	PO Box 781490, Philadelphia, PA, 19178	Electric	3170	$ 551.62	$ 275.81
Eversource Energy/56002	PO Box 56002, Boston, MA, 02205-6002	Electric	5102 854 2041	$ 1,005.35	$ 502.68
Township of Freehold, NJ	1 Municipal Plaza, Freehold, NJ, 07728-3099	Water	2299160-109	$ 175.87	$ 87.93
Freehold Township Fire Bureau	1 Municipal Plaza, Freehold, NJ, 07728	Water	Fire Inspection-A 208	$ 843.23	$ 421.62
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	9922106308	$ 936.48	$ -
Coral Springs Improv. Dist.	10300 NW 11th Manor, Coral Springs, FL, 33071	Other Services, Sewer, Water	460-5389-05	$ 136.40	$ 68.20
Coral Springs Improv. Dist.	10300 NW 11th Manor, Coral Springs, FL, 33071	Sewer, Water	460-5392-07	$ 136.40	$ 68.20
City of Coral Springs - 754501	PO Box 754501, Coral Springs, FL, 33075-4501	Other Telecom	9319 W Atlantic Blvd	$ 316.89	$ 158.45
Paramus Fire Prevention	1 Jockish Square, Paramus, NJ, 07652	Water	0477 - The Children's Place	$ 325.00	$ 162.50
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Other Services	7765806602	$ 132.58	$ -
Paramus Fire Prevention	1 Jockish Square, Paramus, NJ, 07652	Water	Non-LHU Fee FIRE-25-0425	$ 251.50	$ 125.75
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1904856	$ 166.56	$ 83.28
Southern California Gas (The Gas Co.)	PO Box C, Monterey Park, CA, 91756	Natural Gas, Other Services	13852385734	$ 32.72	$ -
Southern California Edison	P.O. Box 600, Rosemead, CA, 91771-0001	Electric	701034298516	$ 606.06	$ 303.03
NV Energy/30150 South Nevada	PO Box 30150, Reno, NV, 89520-3150	Electric, Other Services	3000102940221870620	$ 373.78	$ -
Southwest Gas	PO Box 24531, Oakland, CA, 94623-1531	Natural Gas	910005170140	$ 31.47	$ 15.73
Pacific Gas & Electric	P.O. BOX 997300, Sacramento, CA, 95899-7300	Electric	5874738662-9	$ 266.37	$ 133.19
Eversource/55215	PO Box 55215, Boston, MA, 02205	Natural Gas, Other Services	7100 649 8720	$ 73.55	$ -
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	13102-98117	$ 1,066.19	$ (401.91)
Liberty Utilities - NH	75 Remittance Dr, Chicago, IL, 60675-1032	Electric	200003615404	$ 964.14	$ 482.07
Braintree Electric Light Department	PO Box 859180, Braintree, MA, 02185-9180	Electric, Other Services	00018240-00	$ 981.39	$ 490.70
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	78533-24005	$ 1,879.21	$ 939.60
Denison Parking - 49	49 MALL DRIVE WEST, JERSEY CITY, NJ, 07310	Other Telecom	2660-3044	$ 148.80	$ 74.40
BGE	P.O. Box 13070, Philadelphia, PA, 19101-3070	Electric	6708030000	$ 580.18	$ 290.09
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990190	$ 732.69	$ 366.35
Peabody Municipal Light Plant	PO Box 3199, Peabody, MA, 01961-3199	Electric, Other Services	128003-001	$ 1,046.32	$ 523.16
Central Maine Power (CMP)	PO Box 847810, Boston, MA, 02284-7810	Electric, Other Services	3501-1852-254	$ 1,459.71	$ 729.86
Portland Water District - ME	PO Box 9751, Portland, ME, 04104-5051	Sewer, Water	30030905	$ 29.69	$ 14.85
UNITIL ME Gas Operations	PO Box 981077, Boston, MA, 02298-1077	Natural Gas	5060880500	$ 165.41	$ 82.70
Village of Orland Park, IL	PO Box 74713, Chicago, IL, 60694-4713	Sewer, Water	013827-150685	$ 29.00	$ 14.50
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric	63022930000	$ 865.18	$ 432.59
National Grid - Brooklyn/371416	PO Box 371416, Pittsburgh, PA, 15250-7416	Natural Gas, Other Services	45843-81004	$ 118.37	$ 59.19

Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885714	$ 722.70	$ 361.35
Citizens Energy Group/7056	PO Box 7056, Indianapolis, IN, 46207-7056	Natural Gas, Sewer, Water	9147770000	$ -	$ -
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0448-8004-45-0	$ 338.93	$ 169.46
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0448-8000-73-0	$ 1,168.35	$ 584.18
Incorporated Village of Lake Grove - 708	PO BOX 708, Lake Grove, NY, 11755-0708	Other Telecom	Childrens Place - 500 Plaza Drive	$ 100.00	$ 50.00
Suffolk County Water Authority - NY	PO Box 9044, Hicksville, NY, 11802-9044	Water	3000137906	$ 54.81	$ 27.41
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0540-1000-30-1	$ 1,908.07	$ 954.03
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0675-2001-79-9	$ 49.36	$ 24.68
Veolia Water Delaware	PO Box 371804, PITTSURGH, PA, 15250-7804	Water	02706653040000	$ 22.26	$ 11.13
City of Calumet City, IL	PO Box 1519, Calumet City, IL, 60409	Sewer, Water	0402009510-01	$ 10.21	$ 5.11
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636713	$ 461.45	$ 230.73
BCWSA (Bucks County Water & Sewer)	PO Box 3895, Lancaster, PA, 17604-3895	Sewer, Water	2020059	$ 96.90	$ 48.45
Township of Middleton Fire & Emergency	3 Municipal Way, Langhorne, PA, 19047	Water	The Children's Place #745	$ 200.00	$ 100.00
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Natural Gas	6698664405	$ 27.99	$ 14.00
Cherry Hill Fire Department - 1100	1100 Marlkress Road, Cherry Hill, NJ, 08003-2340	Other Telecom	1001262	$ 140.00	$ 70.00
NOVEC	PO Box 34734, Alexandria, VA, 22334-0734	Electric, Other Services	2646942001	$ 5,458.67	$ 2,729.34
Prince William Water	PO Box 71062, Charlotte, NC, 28272-1062	Sewer, Water	3158041	$ 326.83	$ 163.42
Washington Gas/37747	PO BOX 37747, Philadelphia, PA, 19101-5047	Natural Gas	320000771677	$ 29.17	$ 14.59
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636710	$ 442.51	$ 221.25
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636708	$ 440.44	$ 220.22
City of Aurora, IL	PO BOX 2697, Aurora, IL, 60507-2697	Sewer, Water	217755-15576	$ 41.59	$ 20.80
Fox Metro	PO BOX 160, Aurora, IL, 60507-0160	Sewer	A99-0798	$ -	$ -
Consumers Energy	PO Box 740309, Cincinnati, OH, 45274-0309	Electric	100027844263	$ 541.25	$ 270.62
AES Ohio	PO Box 740598, Cincinnati, OH, 45274-0598	Electric, Other Services	200001529240	$ 902.16	$ 451.08
CenterPoint Energy/4849	PO Box 4849, Houston, TX, 77210-4849	Natural Gas	12626238-5	$ 89.15	$ 44.58
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric	910036379654	$ 472.68	$ 236.34
National Grid - New York/371376	PO Box 371376, Pittsburgh, PA, 15250-7376	Electric, Other Services	46624-88186	$ -	$ -
National Fuel/371835	PO Box 371835, Pittsburgh, PA, 15250-7835	Natural Gas	6601572 03	$ 47.94	$ 23.97
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885712	$ 2,006.39	$ 1,003.19
The United Illuminating Company	PO Box 847818, Boston, MA, 02284-7818	Electric	010-0001549-5640	$ 924.71	$ 462.35
BGE	P.O. Box 13070, Philadelphia, PA, 19101-3070	Electric, Other Services	3007911000	$ 962.73	$ -
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990185	$ 1,622.46	$ 811.23
Brixmor Roosevelt Mall Owner LLC	PO Box 645341, Cincinnati, OH, 45264-5341	Electric	216724-10534-Electric	$ 1,479.37	$ 739.69
Brixmor Roosevelt Mall Owner LLC	PO Box 645341, Cincinnati, OH, 45264-5341	Sewer, Water	216724-10534-Water	$ 102.81	$ 51.40
Philadelphia Gas Works	PO BOX 11700, NEWARK, NJ, 07101-4700	Natural Gas	0094855517	$ 153.36	$ 76.68
Ohio Edison	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	110 008 216 043	$ 727.43	$ 363.71
Enbridge Gas Ohio/88783	PO Box 88783, Chicago, IL, 60680-1783	Natural Gas	8 4214 0009 2425	$ 101.68	$ 50.84

Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric	15010-003	$ 90,325.15	$ 45,162.57
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Sewer, Water	8/921-2	$ 73.22	$ 36.61
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Trash (MSW), Water	8/926-3	$ 396.01	$ 198.00
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Sewer, Trash (MSW), Water	8/926-4	$ 6,939.56	$ 3,469.78
Dekalb-Cherokee Counties Gas District	1405 Gault Ave S, Fort Payne, AL, 35967	Natural Gas	135/6163-1	$ 5,307.36	$ 2,653.68
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Irrigation	8/927-3	$ 2,227.97	$ 1,113.99
Dekalb-Cherokee Counties Gas District	1405 Gault Ave S, Fort Payne, AL, 35967	Natural Gas, Other Services	325/6852-4	$ 436.97	$ -
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric	15010-001	$ 130.19	$ 65.10
Dekalb-Cherokee Counties Gas District	1405 Gault Ave S, Fort Payne, AL, 35967	Natural Gas, Other Services	335/3199-4	$ 2,068.95	$ -
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-004	$ 3,601.66	$ 1,600.83
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Water	26/6000-4	$ 347.94	$ 98.97
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Trash (MSW), Water	27/1056-4	$ 296.69	$ 73.34
Dekalb-Cherokee Counties Gas District	1405 Gault Ave S, Fort Payne, AL, 35967	Natural Gas, Other Services	335/3314-4	$ 1,610.98	$ -
Dekalb-Cherokee Counties Gas District	1405 Gault Ave S, Fort Payne, AL, 35967	Natural Gas, Other Services	335/3312-4	$ 243.97	$ (78.02)
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-007	$ 3,801.73	$ 1,700.87
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-009	$ 3,222.89	$ 1,411.45
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-008	$ 999.99	$ 300.00
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-006	$ 1,211.36	$ 405.68
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Trash (MSW), Water	27/1052-4	$ 3,815.69	$ 1,832.85
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Water	27/1051-4	$ 230.23	$ 40.11
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Trash (MSW), Water	26/529-4	$ 368.49	$ 109.25
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Water	26/528-5	$ 273.53	$ 61.76
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-005	$ 2,442.90	$ 1,021.45
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Trash (MSW), Water	27/1055-4	$ 277.03	$ 63.51
Fort Payne Improvement Authority	P.O. Box 680617, Fort Payne, AL, 35968	Electric, Other Services	15010-002	$ 3,447.31	$ 1,523.65
Fort Payne Water Works Board	153 20th Street NE, Fort Payne, AL, 35967-3523	Other Services, Sewer, Trash (MSW), Water	24/98-3	$ 268.72	$ 59.36
PR Springfield Delco LP	PO BOX 373988, CLEVELAND, OH, 44193-3988	Electric	137,29711	$ 595.93	$ 297.96
Aqua Pennsylvania/70279	PO Box 70279, Philadelphia, PA, 19176-0279	Water	001444820 0131336	$ 559.07	$ 279.54
Aqua Pennsylvania/70279	PO Box 70279, Philadelphia, PA, 19176-0279	Water	002053425 0131314	$ 22.44	$ 11.22
Springfield Tax Collector/SpringfieldTWP	50 Powell Rd, Springfield, PA, 19064	Sewer	29000131314	$ 25.00	$ 12.50
Springfield Tax Collector/SpringfieldTWP	50 Powell Rd, Springfield, PA, 19064	Sewer	29000131336	$ 624.46	$ 312.23
Springfield Township (Fire Inspection)	50 Powell Rd, Springfield, PA, 19064	Water	The Children's Place	$ 500.00	$ 250.00
The United Illuminating Company	PO Box 847818, Boston, MA, 02284-7818	Electric	010-0000375-9106	$ 1,552.59	$ 776.29
Southern Connecticut Gas (SCG)	PO Box 847819, Boston, MA, 02284-7819	Natural Gas	050-0010825-1229	$ 44.45	$ 22.22
Ameren Illinois	PO BOX 88034, Chicago, IL, 60680-1034	Electric, Natural Gas	5368218111	$ 133.05	$ 66.52
City of OFallon, IL	255 South Lincoln Avenue, O'Fallon, IL, 62269	Water	12934-007	$ 23.62	$ 11.81
Caseyville Township Sewer System (IL)	P.O. Box 1900, Fairview Heights, IL, 62208	Sewer	0204631000	$ 48.00	$ 24.00

Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636726	$ 1,385.44	$ 692.72
Penelec	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	100005125610	$ 1,061.46	$ 530.73
Erie Water Works	PO Box 4170, Woburn, MA, 01888-4170	Sewer, Water	513570-514070	$ 153.76	$ 76.88
National Fuel/371835	PO Box 371835, Pittsburgh, PA, 15250-7835	Natural Gas	4881693 11	$ 58.38	$ 29.19
Haywood Mall	PO Box 281484, ATLANTA, GA, 30384-1484	Electric	UNIT2029D-TCP	$ 974.23	$ 487.12
WaterOne (Water Dist No 1 of Johnson Co)	PO Box 219432, Kansas City, MO, 64121-9432	Water	400100063369	$ 54.21	$ 27.10
Johnson County Wastewater - 950599	PO Box 950599, St. Louis, MO, 63195-0599	Sewer	0020818489	$ 87.80	$ 43.90
Whitehall Township Authority	1901 Schadt Avenue, Whitehall, PA, 18052-3728	Water	10940	$ 31.38	$ 15.69
CWSA - Coplay Whitehall Sewer Authority	3213 MacArthur Road, Whitehall, PA, 18052	Sewer	03-010940-00	$ 55.00	$ 27.50
Whitehall Township Bureau of Fire	3223 MacArthur Rd, Whitehall, PA, 18052	Water	209 Lehigh Valley Mall - Annual Inspecti	$ 65.00	$ 32.50
Jackson Electric Membership Corp, GA	PO Box 166023, Altamonte Springs, FL, 32716-6023	Electric	138049	$ 605.12	$ 302.56
Jackson Electric Membership Corp, GA	PO Box 166023, Altamonte Springs, FL, 32716-6023	Electric	138836	$ 638.32	$ 319.16
The Illuminating Company	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	110025542264	$ 526.52	$ 263.26
KU-Kentucky Utilities Company	PO Box 771670, St Louis, MO, 63177-1670	Electric, Other Services	3000-0005-5230	$ 83.05	$ 41.52
PEPCO (Potomac Electric Power Company)	PO Box 13608, Philadelphia, PA, 19101-3608	Electric	55017916614	$ 658.55	$ 329.27
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990328	$ 915.17	$ 457.59
National Grid/371396	PO Box 371396, Pittsburgh, PA, 15250-7396	Electric, Other Services	90659-80000	$ 1,283.91	$ 641.96
City of Lancaster, PA	P.O. Box 1020, Lancaster, PA, 17608-1020	Sewer, Water	415550-519860	$ 38.48	$ 19.24
City Of Lancaster - 120	120 N DUKE STREET, Lancaster, PA, 17602	Other Telecom	11990	$ 275.00	$ 137.50
Taubman Auburn Hills Associates LP	PO BOX 67000, DETROIT, MI, 48267-0002	Electric, Water	280373-TCP#13530/A901	$ 3,854.88	$ 1,927.44
Consumers Energy	PO Box 740309, Cincinnati, OH, 45274-0309	Natural Gas	100000197556	$ 835.02	$ 417.51
National Grid - Pittsburgh/371382	PO Box 371382, Pittsburgh, PA, 15250-7382	Natural Gas, Other Services	68844-49009	$ 386.47	$ 193.24
Lake Success Shopping Center LLC	1526A Union Turnpike, New Hyde Park, NY, 11040	Water	228817-000	$ 6.95	$ 3.48
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	0646-3001-50-0	$ 1,628.74	$ 814.37
Northwoods Mall CMBS LLC	PO Box 530708, ATLANTA, GA, 30353-0708	Sewer, Water	221926-I0003411	$ 152.44	$ 76.22
Georgia Power	96 ANNEX, ATLANTA, GA, 30396	Electric	2196005037	$ 1,157.86	$ 578.93
City of Savannah, GA	PO Box 1968, Savannah, GA, 31402-1968	Sewer, Water	066620	$ 26.15	$ 13.08
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	14990341	$ 1,442.30	$ 721.15
POTOMAC EDISON	PO Box 371431, Pittsburgh, PA, 15250-7431	Electric	110081686534	$ 710.50	$ 355.25
PR Plymouth Meeting Mall LP	P.O. Box 73312, CLEVELAND, OH, 44193	Electric, Other Services, Sewer, Water	2306	$ 1,213.30	$ 606.65
PR Plymouth Meeting LP	PO Box 373312, CLEVELAND, OH, 44193	Sewer, Water	Childrens Place #914-Water	$ 99.44	$ 49.72
PR Plymouth Meeting LP	PO Box 373312, CLEVELAND, OH, 44193	Other Services	Childrens Place #914-HVAC	$ 333.26	$ 166.63
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1636720	$ 1,054.18	$ 527.09
Village of Norridge, IL	4000 North Olcott Avenue, Norridge, IL, 60706-1199	Other Services, Water	015786-000	$ 115.98	$ 57.99
Nicor Gas/2020/0632/5407	PO Box 5407, Carol Stream, IL, 60197-5407	Natural Gas	2170603740 1	$ 202.14	$ 101.07
Constellation NewEnergy/4640	PO Box 4640, Carol Stream, IL, 60197-4640	Electric	15254735	$ 1,080.07	$ 540.03
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	5817142226	$ 1,352.49	$ -

Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas	3009342373	$ 95.68	$ 47.84
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric, Other Services	006223027324	$ 983.23	$ (340.39)
PSE&G-Public Service Elec & Gas Co	PO Box 14444, New Brunswick, NJ, 08906-4444	Electric, Natural Gas	7397109705	$ 1,858.42	$ 929.21
Veolia Water New Jersey	PO Box 371804, Pittsburgh, PA, 15250-7804	Water	10002183818554	$ 42.05	$ 21.03
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1610485	$ 1,773.20	$ 886.60
Public Works & Utilities, KS	PO Box 2922, Wichita, KS, 67201-2922	Other Services, Sewer, Water	0209114-105156	$ 56.50	$ 28.25
Tombigbee Electric Power Assoc-Fulton	P.O. Box 369, Fulton, MS, 38843	Electric	243904-143229	$ 834.56	$ 417.28
LAZ KARP Associates LLC	PO Box 24860, New York, NY, 10087-4860	Other Telecom	A00124748-550833	$ 92.08	$ 46.04
Ozarks Electric Cooperative, OK	PO Box 22114, Tulsa, OK, 74121-9948	Electric	149464001	$ 705.23	$ 352.62
City of Fayetteville, AR	113 West Mountain Street, Fayetteville, AR, 72701	Sewer, Water	044666620	$ 130.37	$ 65.18
Black Hills Energy	PO Box 7966, Carol Stream, IL, 60197-7966	Natural Gas	1856 0599 85	$ 54.33	$ 27.16
Duke Energy/1094	PO Box 1094, Charlotte, NC, 28201-1094	Electric, Other Services	910089332234	$ 1,102.83	$ 551.42
Denison Parking - 850	850 ARMY NAVY DRIVE, ARLINGTON, VA, 22202	Other Telecom	2690-3314	$ 197.60	$ 98.80
Jersey Central Power & Light	PO Box 371422, Pittsburgh, PA, 15250-7422	Electric	100066322288	$ 1,212.24	$ 606.12
NJNG	PO Box 11743, NEWARK, NJ, 07101-4743	Natural Gas	230000217304	$ 283.23	$ 141.62
Bureau of Fire Prevention Dist #2 - 81	81 South Hope Chapel Rd, Jackson, NJ, 08527	Other Telecom	537 Monmouth Road Ste 306	$ 587.50	$ 293.75
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1560812	$ 1,251.16	$ 625.58
KUB-Knoxville Utilities Board	PO Box 59029, Knoxville, TN, 37950-9029	Electric, Other Services	1384810000	$ 1,234.01	$ 617.01
MidAmerican Energy Company	PO Box 8020, Davenport, IA, 52808-8020	Natural Gas	5808053036	$ 64.98	$ 32.49
Dominion VA/NC Power/26543/26666	P.O. Box 26543, Richmond, VA, 23290-0001	Electric, Other Services	002297611648	$ 645.90	$ -
Treasurer - Spotsylvania County	P.O. Box 9000, Spotsylvania, VA, 22553-9000	Other Services, Sewer, Water	040225-509084	$ 39.94	$ 19.97
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric	26819150009	$ 571.96	$ 285.98
Con Edison	390 WEST ROUTE 59, Spring Valley, NY, 10977-5300	Electric, Natural Gas, Other Services	24552910002	$ 1,969.12	$ -
NYC Fire Department - 25009	PO Box 25009, New York, NY, 10087-5009	Other Telecom	22041883	$ 2,444.40	$ 1,222.20
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885711	$ 88.85	$ 44.43
Direct Energy/70220	PO Box 70220, Philadelphia, PA, 19176-0220	Electric	1885710	$ 960.86	$ 480.43
FPL - Florida Power & Light Company	General Mail Facility, Miami, FL, 33188-0001	Electric, Other Services	1281605327	$ 1,234.37	$ -
MIAMI-DADE WATER AND SEWER DEPT	P.O. Box 026055, Miami, FL, 33102-6055	Sewer, Water	4028221740	$ 2,032.55	$ 1,016.28
Dominion Energy South Carolina	PO Box 25973, Richmond, VA, 23260-5973	Electric	1210045977377	$ 964.76	$ 482.38
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric, Other Services	1156073205	$ 812.53	$ 406.27
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric	1156020753	$ 342.96	$ 171.48
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric, Other Services	1156019207	$ 889.47	$ 444.73
PSEGLI	P.O. Box 9039, Hicksville, NY, 11802-9039	Electric, Other Services	1156019267	$ 1,363.56	$ -
Orange and Rockland Utilities (O&R)	PO Box 1005, Spring Valley, NY, 10977-0800	Electric, Other Services	73980-12119-5	$ 388.53	$ 194.26
Central Hudson Gas & Electric Co	284 South Avenue, Poughkeepsie, NY, 12601-4839	Natural Gas, Other Services	2100-7885-64-9	$ 535.69	$ 267.85
Central Hudson Gas & Electric Co	284 South Avenue, Poughkeepsie, NY, 12601-4839	Natural Gas, Other Services	2100-7885-63-1	$ 352.16	$ 176.08
Orange and Rockland Utilities (O&R)	PO Box 1005, Spring Valley, NY, 10977-0800	Electric, Other Services	88454-34579-9	$ 889.21	$ 444.61

Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1937021	$ 704.40	$ 352.20
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1937020	$ 250.76	$ 125.38
Orange and Rockland Utilities (O&R)	PO Box 1005, Spring Valley, NY, 10977-0800	Electric, Other Services	11557-50000-3	$ 361.80	$ 180.90
Direct Energy/643249/660749	PO Box 660749, Dallas, TX, 75266	Electric	1885708	$ 419.64	$ 209.82
Atmos Energy/630872/740353	PO Box 630872, Cincinnati, OH, 45263-0872	Natural Gas, Other Services	3005250925	$ 47.17	$ 23.58
DELMARVA POWER DE/MD/VA/17000/13609	PO Box 13609, Philadelphia, PA, 19101-3609	Electric, Natural Gas	5501 2156 588	$ 984.26	$ 492.13

THIS IS **EXHIBIT "K"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims, Foreign Vendor Claims, 503(b)(9) Claims, and Lien Claims (each as defined herein); (b) authorizing the Debtors to, in exchange for payment of their prepetition claims as contemplated herein, require the applicable claimants to provide favorable 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 (as defined herein) and authorizing the Debtors to satisfy such obligations in the ordinary course of business; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 363, 503, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various

franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

Overview of the Debtors' Vendors

7. In the course of operating their specialty retail business, the Debtors transacted with a network of vendors, service providers, and independent contractors—both domestic and located outside the United States, including Canada—that supplied merchandise sourcing, manufacturing, and quality inspection services; store-facing operational, technology, and infrastructure support; and transportation, customs clearance, and warehousing services for the Debtors' retail merchandise, packaging materials, and other inventory destined for the Debtors' distribution centers and retail stores. The Debtors seek authority to pay the Critical Vendor Claims, Foreign Vendor Claims, 503(b)(9) Claims, and Lien Claims (collectively, the "Trade Claims," and the holders thereof, the "Trade Claimants") described herein to the extent the Debtors determine, in their business judgment, that such payment is necessary to avoid disruption to their operations, prevent the loss of goods or services essential to their business, or prevent Trade Claimants from exercising remedies against the Debtors' assets in circumstances where the automatic stay cannot practically be enforced or the cost of attempting to do so would exceed the amounts owed.

Preserving the Debtors' ongoing operations and assets for the benefit of their estates and stakeholders is the purpose of the relief requested.

8. As of the Petition Date, the Debtors estimate that there is approximately $10,000,000 of unpaid prepetition Critical Vendor Claims and Lien Claims, approximately all of which are due or will come due between the entry of the Interim Order and the Final Order (the "Interim Period"), in the respective amounts set forth in the table in paragraph eleven (11) below.

9. Critical Vendors (as defined herein) provide specialized goods and services that are necessary to the Debtors' day-to-day retail operations, and many are sole- or limited-source providers for which replacement on comparable terms would be difficult or impossible to obtain on short notice. Foreign Vendors (as defined herein) are uniquely situated from all other creditors in that Foreign Vendors without ties to the United States may ignore the automatic stay and take actions against the Debtors or their properties abroad, which would have a significant disruptive impact. Similarly, Lien Claimants (as defined herein) may assert possessory liens on the Debtors' goods or equipment in their possession (notwithstanding the automatic stay) in an attempt to secure payment of their prepetition claims. Any delays or material changes in the delivery of such goods and services as a result of the Debtors' nonpayment of the Trade Claims would materially harm the Debtors and their key stakeholders and would impede a smooth transition into these chapter 11 cases.

10. Simply put, the Debtors must have access to merchandise in order to effectuate their business model. In addition, the Debtors rely on certain crucial services that keep their store locations in working order, and in most cases finding replacement vendors for such services would be difficult, if not impossible. What's more, even where alternative vendors may exist, the time and costs associated with switching from one vendor to another could damage the Debtors'

business and cause customers to look elsewhere for the types of products that the Debtors sell. Accordingly, the Debtors request authority, but not direction, to pay certain outstanding prepetition Trade Claims to the extent the Debtors determine, in their business judgment, that such payment is beneficial to the Debtors' estates.

11. The following table summarizes the categories of prepetition Trade Claims and the relief requested pursuant to this Motion. The dollar amounts shown for Critical Vendor Claims and Lien Claims are the respective estimated amounts for those categories of Trade Claims. No aggregate estimate or separate dollar allocation is sought for Foreign Vendor Claims and 503(b)(9) Claims, as any such payment shall be subject to the terms and conditions of 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"), including any budget thereunder. The estimated allocations between Critical Vendor Claims and Lien Claims are not separate category limits. Subject in all respects to any Financing Order and any budget thereunder, the Debtors seek authority to 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. This flexibility is not intended to modify any Financing Order or budget thereunder, or increase the aggregate amount available. Final authority is inclusive of, and not in addition to, payments made under the Interim Order. No claim may be paid more than once because it falls within more than one Trade Claim category:

Category	Description of Goods/Services Provided	Requested Relief on an Interim Basis	Requested Relief on a Final Basis
Critical Vendor Claims	Specialized suppliers of goods and services that are critical to the Debtors' day-to-day store, technology, and operational infrastructure, or that are sole- or limited-source providers of goods and services necessary for the uninterrupted operations of the Debtors' business.	$3,500,000	$3,500,000

Category	Description of Goods/Services Provided	Requested Relief on an Interim Basis	Requested Relief on a Final Basis
Foreign Vendor Claims	Suppliers of goods and services that are based outside of the United States.	Subject to any Financing Order budget and advance notice	Subject to any Financing Order budget and advance notice
503(b)(9) Claims	Suppliers that provided goods to the Debtors that were received within twenty days before the Petition Date, which may give rise to claims under section 503(b)(9) of the Bankruptcy Code.	Subject to any Financing Order budget and advance notice	Subject to any Financing Order budget and advance notice
Lien Claims	Suppliers of goods or services utilized by or provided to the Debtors that may assert mechanic's, possessory, or other similar liens.	$6,500,000	$6,500,000
Total Amount of Trade Claims (excluding Foreign Vendor Claims and 503(b)(9) Claims)		**$10,000,000**	**$10,000,000**

I. The Critical Vendor Claims.

12. The Debtors operate in the highly competitive specialty retail industry, and their ability to continue generating revenue and maximize the value of their estates during these chapter 11 cases depends on their ability to sell merchandise through their stores and digital storefronts. In the ordinary course of business, the Debtors engage a limited number of vendors that provide critical performance marketing services on which the Debtors depend to market their products, reach customers, drive customer traffic, and generate sales (collectively, the "Critical Vendors," and the claims held by such vendors in respect of those performance marketing services, the "Critical Vendor Claims"). Without these services, the Debtors would face significant disruptions in their ability to attract customers and generate sales, impairing their ability to monetize inventory and preserve value during the sale and store closing processes and causing immediate and irreparable harm to their business and estates. The Debtors, therefore, must be able to maintain these critical performance marketing services, and timely payment of the Critical Vendor Claims is fundamental to minimizing disruption to their operations and maximizing the value of their estates during these chapter 11 cases.

13. As of the Petition Date, the Debtors estimate that they owe approximately $3,500,000 on account of Critical Vendor Claims, all of which is due or will become due during the Interim Period. The Debtors request authority, but not direction, to pay all outstanding prepetition amounts incurred on account of the Critical Vendor Claims and to continue to make all payments on a postpetition basis in the ordinary course of business, in each case to the extent that the Debtors determine, in their business judgment, that such payment is beneficial to the Debtors' estates.

II. Identifying the Critical Vendors and Critical Vendor Claims.

14. In light of the foregoing, the Debtors, with the assistance of their advisors, reviewed their books and records, consulted operations and purchasing personnel, reviewed contracts and supply agreements, and analyzed applicable laws, regulations, and historical practices to identify those vendors that are critical to the continued and uninterrupted operation of the Debtors' business. The loss of any of these Critical Vendors would materially harm the Debtors' business by, among other things, reducing their enterprise value and ultimately impairing their ability to effectively administer these chapter 11 cases. At the same time, the Debtors are mindful that paying all prepetition amounts owed to all vendors would create an unsustainable liquidity shortage and impair the Debtors' ability to successfully navigate these chapter 11 cases. Accordingly, the Debtors examined each of their vendor relationships with, among other things, the following criteria in mind, in order to identify which vendors should be eligible to receive payments under the critical vendor program:

- whether certain specifications or contract requirements directly or indirectly prevent the Debtors from obtaining goods or services from alternative sources;
- whether a vendor is a sole-source, limited-source, or high-volume supplier of goods or services critical to the Debtors' business operations;

- whether the services provided by the vendor are so vital, or the vendor's operations are so commingled with the Debtors' business, that even the briefest disruption would cause significant harm to the Debtors' operations;

- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms;

- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;

- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;

- the likelihood that a temporary break in the vendor's relationship with the Debtors could be remedied through the use of the tools available in these chapter 11 cases;

- whether the failure to pay all or part of a particular vendor's claim could cause the vendor to hold goods owned by the Debtors, or to refuse to provide critical services on a postpetition basis; and

- whether the failure to pay a particular vendor could cause an inability to properly service the Debtors' customers and result in substantial revenue loss.

15. In addition to these factors, the Debtors and their advisors examined the health of each vendor relationship, the vendor's familiarity with the chapter 11 process, and the extent to which each vendor's prepetition claims could be satisfied elsewhere in the chapter 11 process. Ultimately, the Debtors' selection process balanced the need to ensure that these chapter 11 cases do not disrupt or negatively impact their operations and, relatedly, their customers, while limiting the expenditure of estate resources. Paying the targeted prepetition claims of the Critical Vendors benefits the Debtors' estates, both monetarily and operationally, by preserving liquidity and enabling the Debtors to operate effectively during these chapter 11 cases.

III. Foreign Vendor Claims.

16. In the ordinary course of business, the Debtors transact with foreign vendors and individual independent contractors located in various jurisdictions (collectively, the "Foreign

Vendors").[3] The Foreign Vendors supplied goods and services in connection with the Debtors' retail business, consisting mostly of overseas apparel, footwear, and accessories manufacturing and sourcing; quality assurance and inspection services; packaging and labeling; sourcing agent and buying office services; and customs compliance and trade documentation support, and certain Foreign Vendors are individuals who provided on-site quality control, production oversight, and consulting services on an independent-contractor basis. In determining whether to pay a particular Foreign Vendor Claim, the Debtors will consider the jurisdiction in which the vendor is located, the nature and value of the Debtors' assets located in that jurisdiction, and the vendor's ability and likelihood to pursue remedies against those assets under local law.

17. While the Debtors do not expect to maintain relationships with all Foreign Vendors during the course of these chapter 11 cases, if a potential going-concern purchaser of the Debtors' assets pursuant to 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*, filed contemporaneously herewith, requires certain unique "The Children's Place" or "Gymboree" merchandise supplied by a Foreign Vendor in connection with a going-concern sale, the Debtors may determine, in their reasonable business judgment, that payment of the applicable Foreign Vendor Claim is necessary to preserve access to that

[3] The term "Foreign Vendors" shall not include foreign vendors, independent contractors, service providers, or other non-governmental entities that are known to have assets within the United States that would be subject to the jurisdiction of the Court and that would otherwise be available to satisfy a judgment entered by the Court if such entities were to violate the automatic stay provisions of section 362 of the Bankruptcy Code or take any action contrary to an order of the Court. In addition, the term "Foreign Vendors" shall not include any non-Debtor affiliate of the Debtors.

merchandise and facilitate a value-maximizing sale, subject in all respects to any Financing Order and any budget thereunder. In that scenario, the Debtors seek authority to address the risk that certain Foreign Vendors may sever their business relationships with the Debtors and otherwise take actions that disrupt the Debtors' business operations, administration of these chapter 11 cases, or property abroad. Suppliers and vendors located in foreign countries are often unfamiliar with the chapter 11 process, frequently react skeptically to various debtor protections, and may consider themselves beyond the jurisdiction of the Court.

18. Accordingly, if certain amounts outstanding on account of prepetition goods delivered and services rendered by the Foreign Vendors (the "Foreign Vendor Claims") are not paid, the Foreign Vendors may take action against the Debtors despite the automatic stay provisions of section 362(a) of the Bankruptcy Code. Although the automatic stay applies to protect the Debtors' assets wherever they are located in the world, attempting to enforce the Bankruptcy Code in foreign countries is often a fruitless exercise. In the absence of enforcement of the automatic stay, the Foreign Vendors could initiate a lawsuit in a foreign court and obtain a judgment against the Debtors to collect prepetition amounts owed to them or seek to attach or seize foreign assets of the Debtors even prior to obtaining a judgment. It would be unduly time-consuming and burdensome for the Debtors to seek to enforce an order of the Court in a Foreign Vendor's country in many instances, thereby compounding the loss and disruption in services.

19. In light of the above, the Debtors seek authorization, but not direction, to pay all or part of particular Foreign Vendor Claims on a case-by-case basis in the reasonable exercise of their business judgment to the extent necessary to preserve estate value. Any payment will be subject to, and in compliance with, any Financing Order, the related financing and cash collateral documentation, and any budget thereunder. No aggregate dollar estimate or separate monetary

allocation is sought for Foreign Vendor Claims, and the requested authority neither earmarks funds nor represents that funds are available or committed for such claims. Before making any payment on account of a Foreign Vendor Claim, 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 either notice recipient objects within that period, the Debtors shall not make the disputed payment absent further order of the Court.

IV. The 503(b)(9) Claims.

20. A portion of the Trade Claims may include claims entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code, which grants administrative expense priority to claims for certain inventory, goods, and/or materials received by the Debtors within the twenty (20) days immediately preceding the Petition Date. 11 U.S.C. § 503(b)(9). In the ordinary course of business, the Debtors may have received inventory and other goods from certain vendors within this twenty-day period (collectively, the "503(b)(9) Claimants"), thereby giving rise to prepetition claims of the 503(b)(9) Claimants (the "503(b)(9) Claims").

21. Many of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts or supply agreements. Rather, the Debtors obtain goods from such claimants on an order-by-order basis. As a result, to the extent there are 503(b)(9) Claims, a 503(b)(9) Claimant may refuse to supply new orders if the Debtors do not timely pay the 503(b)(9) Claims. Such refusal would negatively affect the Debtors' estates and would be highly disruptive to the Debtors' chapter 11 process, including any going-concern sale. 503(b)(9) Claimants, if not timely paid, could also demand payment in cash on delivery, which could put unnecessary strain on the Debtors' liquidity. Addressing these demands would be both time-consuming and value-

destructive, especially since 503(b)(9) Claims are already expected to be paid in full as administrative expenses.

22. In light of the above, the Debtors seek authorization, but not direction, to pay all or part of particular 503(b)(9) Claims on a case-by-case basis in the reasonable exercise of their business judgment to the extent necessary to preserve estate value. Any payment will be subject to, and in compliance with, any Financing Order, the related financing and cash collateral documentation, and any budget thereunder. No aggregate dollar estimate or separate monetary allocation is sought for 503(b)(9) Claims, and the requested authority neither earmarks funds nor represents that funds are available or committed for such claims. Before making any payment on account of a 503(b)(9) Claim, 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 either notice recipient objects within that period, the Debtors shall not make the disputed payment absent further order of the Court. Importantly, the Debtors do not seek to accelerate or modify existing payment terms with respect to the 503(b)(9) Claims. Any payments the Debtors elect to make pursuant to this authority will be made as such claims come due in the ordinary course of business, provided that such claimants make commercially reasonable efforts to maintain or restore Customary Trade Terms (as defined herein).

V. Lien Claims.

23. The Debtors regularly transact business with a number of third parties—including commercial common carriers, air and ocean freight forwarders and consolidators, customs brokers, warehousers, and other third-party logistics providers—that transported, cleared through customs, and stored the Debtors' retail merchandise, packaging materials, and other inventory as such

property moved from overseas manufacturing and sourcing locations to the Debtors' distribution centers and retail stores (collectively, the "Lien Claimants"). Certain Lien Claimants may remain in possession of such property on account of shipments and storage arrangements that were unpaid as of the Petition Date. Under applicable non-bankruptcy law, the Lien Claimants have, or may in the future assert, shipper's, warehouse, possessory, or other similar liens against the Debtors' property in their possession and, if unpaid, may refuse to release such property, may continue to accrue storage, demurrage, and related charges against it, and may ultimately seek to sell it to satisfy their claims.

24. Under the laws of most states and certain foreign laws, these parties will, in certain circumstances, have a lien on property in their possession that secures the charges or expenses incurred in connection with the transportation or storage of goods or the supply of labor (the "Lien Claims").[4] Thus, if the Lien Claims are not satisfied, the Lien Claimants may refuse to release the Debtors' property, thereby disrupting the Debtors' operations and, ultimately, harming the Debtors' estates.

25. To the extent any Lien Claimant has perfected a lien on any of the Debtors' property or, in the Debtors' judgment, could assert and perfect a lien on any such property, it is imperative that the Debtors be authorized to pay such Lien Claimants, regardless of whether their claims arose prior to or after the Petition Date. Such payment will secure the release of any such lien and the Debtors' continued uninterrupted access to the goods and services provided by the Lien Claimants. As a specialty retailer, the Debtors' ability to generate revenue depends on a consistent and

[4] For example, section 7-307 of the Uniform Commercial Code provides, in pertinent part, that a "carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier's receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law." *See* U.C.C. § 7-307(a) (2005).

uninterrupted flow of merchandise from their sourcing locations through their distribution centers to their retail stores and digital storefronts; any disruption in that flow—even a brief one—would directly impair the Debtors' ability to stock their stores and serve their customers. Moreover, the value of the assets in the possession of the Lien Claimants generally exceeds the value of their respective prepetition claims. The refusal of Lien Claimants to deliver or return the Debtors' goods as a result of not being paid would severely disrupt the Debtors' administration of these chapter 11 cases and could potentially cost the Debtors a substantial amount of value for the Debtors' estates. The Debtors' ability to maintain access to goods and services is critical to the continued viability of the Debtors' business operations and administration of these chapter 11 cases.

26. In light of the above, the Debtors seek entry of the Interim Order and Final Order granting them authorization to make payments, but not direction, in their sole discretion and business judgment, on account of the Lien Claims estimated at approximately $6,500,000, all of which is due or will become due during the Interim Period and is requested to be made available upon entry of the Interim Order, subject to the allocation flexibility described herein and, in all respects, any Financing Order and any budget thereunder.

VI. The Outstanding Orders.

27. Prior to the Petition Date and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (the "Outstanding Orders"). In the mistaken belief that they would be general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition—potentially disrupting the Debtors' ongoing business operations and requiring the Debtors to expend substantial time and effort in issuing such substitute orders. As set forth in greater detail below, because the Outstanding Orders are likely

characterized as administrative expenses of the Debtors' estates, the Debtors request that the Court confirm the administrative expense priority of all undisputed obligations of the Debtors arising from the acceptance of goods subject to the Outstanding Orders pursuant to section 503(b) of the Bankruptcy Code and authorize the Debtors to pay amounts due on account of Outstanding Orders in the ordinary course of business.

Basis for Relief Requested

I. The Court Should Grant the Relief Requested in this Motion Pursuant to Sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code.

28. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations, including payments to critical vendors and lien claimants, where necessary to protect and preserve the estate. *See, e.g.*, *Czyzewski v. Jevic Holding Corp.*, 580 U.S. 451, 468 (2017) (noting that courts "have approved . . . 'critical vendor' orders that allow payment of essential suppliers' prepetition invoices"); *In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization"); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *In re James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims.

29. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound

business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re Diocese of Camden*, 653 B.R. 722, 741 (Bankr. D.N.J. 2023) ("In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a 'business judgment test.'" (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. at 153)); *In re James A. Phillips*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a "good business reason" for a proposed transaction under section 363(b) of the Bankruptcy Code). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, an implied duty to "protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

30. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business. *See In re Just for Feet*, 242 B.R. at 824–25. Specifically, the Court may use its equitable power under section 105(a) of the Bankruptcy Code to authorize

payment of prepetition obligations pursuant to the "necessity of payment" rule (also referred to as the "doctrine of necessity"). *In re Ionosphere Clubs*, 98 B.R. at 176.

31. Indeed, the United States Court of Appeals for the Third Circuit recognized the "necessity of payment" doctrine in *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981). The Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor. *Id.* (stating courts may authorize payment of prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (noting that the necessity of payment doctrine permits "immediate payment of claims of creditors where those creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims shall have been paid"); *In re Just for Feet*, 242 B.R. at 824–25 (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to continued operation of business); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (same); *In re Motor Coach Indus. Int'l, Inc.*, No. 08-12136-BLS, 2009 WL 330993, at *2 n.5 (D. Del. Feb. 10, 2009) (describing the doctrine of necessity as "a general rubric for the proposition that a court can authorize the payment of prepetition claims if such payment is essential to the continued operation of the debtor"). At least one court has recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the preplan satisfaction of a prepetition claim." *In re CoServ*, 273 B.R. at 497.

32. The Debtors have a sound business purpose for the relief requested herein. The authority to honor unpaid, prepetition Trade Claims in the initial days of these chapter 11 cases, without disrupting the Debtors' operations, will facilitate the Debtors' continued operations and allow the Debtors to efficiently administer these chapter 11 cases.

33. The resulting harm to the Debtors' estates far outweighs the costs associated with paying the Debtors' prepetition obligations to the Trade Claimants. As discussed, if the Debtors do not pay Trade Claims, Trade Claimants may simply refuse to do business with the Debtors unless and until they receive payment on account of their prepetition claims, or take other precipitous actions against the Debtors based on the incorrect belief they are not bound by the automatic stay. As a result, the Debtors would be unable to procure necessary services that support the core functions of their business, potentially causing the Debtors to fail or delay providing services to their customers, or harm their going-concern sale efforts. Thus, the Debtors' other creditors will be no worse off, and likely fare better, if the Debtors are empowered to negotiate such payments to achieve a smooth transition into chapter 11 with minimal disruption to their operations. As such, the Debtors believe the relief sought in this Motion will not burden the Debtors but will help them maximize the value of their estates, and that for the reasons set forth herein, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Trade Claims.

34. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re LIV Golf New Jersey LLC*, 26-20189 (MBK) (Bankr. D.N.J. Oct. 8, 2026) (authorizing payment of certain prepetition foreign vendor claims and lien claims on a final basis); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing payment of certain prepetition trade claims on a final basis); *In re Multi-Color Corp.*, No. 26-10910 (MB) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Jul. 3, 2025) (authorizing payment of prepetition trade claims); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Invitae*

Corp., No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023) (same).[5]

II. The Court Should Authorize the Payment of Claims Entitled to Priority Pursuant to Section 503(b)(9) of the Bankruptcy Code.

35. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for "the value of any goods received by the debtor within twenty days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." 11 U.S.C. § 503(b)(9). Any 503(b)(9) Claim must be paid in full for the Debtors to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). Consequently, payment of such claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan. Moreover, the timing of such payments lies squarely within the Court's discretion. *See In re Glob. Home Prods., LLC*, No. 06-10340 (KG), 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that "the timing of the payment of that administrative expense claim is left to the discretion of the Court"). Here, if the Debtors do not make payment on 503(b)(9) Claims on a case-by-case basis and subject to any budget pursuant to any Financing Order at the outset of these chapter 11 cases—which permits payment before plan confirmation without modifying existing contractual payment terms—the Debtors could be denied access to the goods necessary to maintain the Debtors' operations and maximize the value of the Debtors' estates, which could negatively impact their going-concern sale efforts. Moreover, the Bankruptcy Code does not prohibit a debtor from paying such claims prior to confirmation. As administrative claims incurred in the ordinary course of business, the Debtors believe they may pay such claims

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

in accordance with their reasonable business judgment pursuant to section 363(c)(1) of the Bankruptcy Code. *See, e.g.*, Transcript of Hearing held on October 31, 2006, at 49, *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. Nov. 6, 2006) ("THE COURT: I think arguably the debtor could pay its 503(b)(9) claimants without court approval."). Again, the timing of such payments lies squarely within the Court's discretion. *See In re Glob. Home Prods., LLC*, 2006 WL 3791955, at *3.

36. For these reasons, courts in this district have regularly authorized the payment of claims arising under section 503(b)(9) of the Bankruptcy Code in the ordinary course of business. *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing payment of 503(b)(9) claims on a final basis); *In re Multi-Color Corp.*, No. 26-10910 (MB) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Jul. 3, 2025) (authorizing payment of 503(b)(9) claims on an interim basis); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023) (same).

III. The Court Should Authorize the Payment of Lien Claims.

37. Certain Lien Claimants may be entitled under applicable non-bankruptcy law to assert certain possessory liens on the Debtors' goods or equipment in their possession (notwithstanding the automatic stay under section 362 of the Bankruptcy Code) in an attempt to secure payment of their prepetition claims. Under section 362(b)(3) of the Bankruptcy Code, the act of perfecting such liens, to the extent consistent with section 546(b) of the Bankruptcy Code,

is expressly excluded from the automatic stay.[6] 11 U.S.C. § 362(b)(3). As a result, the Debtors anticipate that certain Lien Claimants may assert or perfect liens, refuse to turn over goods in their possession, or stop performing their ongoing obligations. Even absent a valid lien, to the extent that certain Lien Claimants have possession of the Debtors' goods and materials, mere possession or retention would disrupt the Debtors' operations.

38. Additionally, pursuant to section 363(e) of the Bankruptcy Code, the Lien Claimants may be entitled to adequate protection of a valid possessory lien to the extent that the Debtors use or sell the estate property against which a Lien Claim is asserted. Given that the value of such property will generally far exceed the value of the related Lien Claim, creditors will not be harmed—and, in fact, will be benefited—by the satisfaction of certain amounts owed to the Lien Claimants. Those payments will facilitate the use and/or sale of estate property against which liens may otherwise be asserted, helping to preserve the going-concern value of the Debtors' business and enabling the Debtors to smoothly transition into chapter 11.

39. For these reasons, courts in this district have authorized the payment of prepetition lien claims under similar circumstances in recent chapter 11 cases. *See, e.g., In re LIV Golf New Jersey LLC*, 26-20189 (MBK) (Bankr. D.N.J. Oct. 8, 2026) (authorizing payment of certain lienholder claims on a final basis); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 2, 2026) (same); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Thrasio*

[6] *See* 11 U.S.C. § 546(b)(1)(A) (providing that a debtor's lien avoidance powers "are subject to any generally applicable law that . . . permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection").

Holdings, Inc., No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same). Accordingly, for the reasons set forth herein, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Lien Claims.

IV. Customary Trade Terms Condition.

40. Subject to the Court's approval, the Debtors intend to pay the Trade Claims only to the extent necessary to preserve the value of their estates. To that end, in return for paying a portion of the Trade Claims, the Debtors propose that they be authorized to require the Trade Claimants to provide favorable trade terms for the postpetition procurement of their goods and services.

41. The Debtors seek authority, but not direction, to condition payment of the Trade Claims upon each Trade Claimant's written agreement (including in writing, at the Debtors' discretion) to continue—or resume—supplying such products and services to the Debtors in accordance with trade terms (including credit limits, discounts, pricing, timing of payments, availability, and other terms) that are at least as favorable to the Debtors as those in place during the twelve (12) months prior to the Petition Date, or as otherwise agreed to by the Debtors in their discretion and reasonable business judgment (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 these cases). The Debtors reserve the right to require additional favorable trade terms with any Trade Claimant as a condition to payment of any Trade Claim. The Debtors also seek authorization to require, at their discretion, that the Customary Trade Terms be commemorated in writing, including by email or through a trade agreement, as a condition to payment, the form of which is attached to the Interim Order as Exhibit 1 the (the "Form Trade Agreement").

42. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (approving customary trade terms and form of trade agreement on an interim basis); *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (approving customary trade terms and form of trade agreement on an interim basis); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (same). Accordingly, the Debtors submit that the Court approve the Customary Trade Terms and the Form Trade Agreement and should authorize the Debtors to condition payment of Trade Claims upon a Trade Claimant's written agreement to the Customary Trade Terms in the ordinary course of business.

V. The Court Should Confirm that Outstanding Orders are Administrative Expense Priority Claims and that Payment of Such Claims is Authorized.

43. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are administrative expense priority claims because they benefit the estate postpetition. *See* 11 U.S.C. § 503(b)(1)(A) (providing that the "actual [and] necessary costs and expenses of preserving the estate" are administrative expenses); *see also In re John Clay & Co.*, 43 B.R. 797, 809–10 (Bankr. D. Utah 1984) (holding that goods ordered prepetition but delivered postpetition are entitled to administrative priority). Thus, granting the relief sought herein with respect to the Outstanding Orders will not afford such claimants any greater priority than they otherwise would have absent such relief and will not prejudice any other party-in-interest.

44. Absent such relief, however, the Debtors may be required to expend substantial time and effort reissuing the Outstanding Orders to provide certain suppliers with assurance of such administrative priority. The attendant disruption and delay to the continuous and timely flow

of critical inventory and merchandise and other goods to the Debtors would force the Debtors to potentially halt operations, disrupt the Debtors' business, and lead to a loss of revenue, all to the detriment of the Debtors and their creditors.

45. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (granting administrative expense priority to undisputed obligations on account of outstanding orders on an interim basis); *In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (same); *In re Pretium Packaging L.L.C.*, No. 26-10896 (CMG) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 14, 2026) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (granting administrative expense priority to undisputed obligations on account of outstanding orders on a final basis); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 20, 2023) (same). Accordingly, the Debtors submit that the Court should confirm the administrative expense priority status of the Outstanding Orders and should authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

Processing of Checks and Electronic Fund Transfers Should Be Authorized

46. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those

relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

47. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

48. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

49. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Final Hearing

50. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

51. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

52. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) 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. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank.*]

WHEREFORE, the Debtors request that the Court enter Interim and Final Orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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**.

[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 _____**, 2026 at** _____ **(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 _____**, 2026 at 4:00 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_____

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 twelve (12), 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 *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 a final order (this "Final 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; 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* 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

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

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"), 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 the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. Notwithstanding the relief granted in this Final 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 Final 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, 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 five (5) below, without further order of the Court; *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 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.

5. Notwithstanding the general authorization to pay Trade Claims in this Final 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 Final Order without further order of the Court and paid.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The Debtors are authorized, but not directed, 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.

12. Nothing in this Final 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. Any Trade Claimant that accepts payment from the Debtors on account of all or a portion of such party's claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final 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 Final Order, the Debtors shall provide such Trade Claimant with a copy of this Final Order (unless previously provided to such Trade Claimant).

14. Nothing herein shall impair or prejudice the Debtors' ability to contest, in their sole 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 Final 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.

15. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an 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 Final 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 Final 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 Final Order.

17. 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 Final 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.

18. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final 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. 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 as of fourteen (14) calendar days after entry of this Final Order, and as of the last day of each calendar month thereafter. Each such report shall be delivered within seven (7) calendar days after the relevant measurement date.

19. 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 Final Order.

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

21. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final 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. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final 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_____

THIS IS **EXHIBIT "L"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (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 above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to assume and perform under that certain Consulting Agreement, dated as of November 3, 2026, made by and among The Children's Place, Inc., collectively with its subsidiaries other than TCP Brands, LLC and GYM-IPCO, LLC (collectively, the "Merchant"), on the one hand, and Tiger Capital Group, LLC ("Tiger Capital"), SB360 Capital Partners, LLC ("SB360"), and GA Retail Solutions, LLC ("GA") (each a "Consultant Party" and collectively, the "Consultant" and, together with the Merchant, each a "Party" and collectively, the "Parties"), on the other hand (as may be amended and supplemented from time to time), a copy of which is attached as Exhibit 1 to the Interim and Final Orders (the "Consulting Agreement"); (b) authorizing and approving the conduct of store closing sales pursuant to the Consulting Agreement and in accordance with the terms of the U.S. sale guidelines attached as Exhibit D-1 to the Consulting Agreement (the "U.S. Sale Guidelines") and the Canadian sale guidelines attached as

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration or Consulting Agreement, as applicable.

Exhibit D-2 to the Consulting Agreement (the "Canadian Sale Guidelines," and together with the U.S. Sale Guidelines, the "Sale Guidelines") at the Merchant's retail stores in the United States and Canada (the stores located in the U.S. under the Consulting Agreement, the "U.S. Closing Stores," and the stores located in Canada under the Consulting Agreement, the "Canadian Closing Stores," and together, the "Closing Stores"), which store closing sales shall include the sale of inventory currently held at the Debtors' distribution center, warehouses, and storage facilities included in the Sale thereunder (the "Warehouses"), sales made through the Merchant's e-commerce site (the "E-Commerce Platform") and through certain wholesale marketplaces, with sales of Store Closure Assets (as defined herein) made free and clear of all liens, claims, and encumbrances, or other interests (collectively, "Encumbrances") because one or more of the standards set force in section 363(f)(1)–(5) of the Bankruptcy Code have been satisfied and all such Encumbrances will attach to the proceeds from such sales with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had immediately prior to the sale (collectively, the "Sales" or "Store Closings"); (c) approving modifications to certain customer programs at the Closing Stores, including programs related to the acceptance of gift cards; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing on this Motion within twenty-five (25) days after the Petition Date (as defined herein).

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent

of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105, 363, 365, and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002(a), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-2 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "Bankruptcy Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated

I. The Store Closings.

7. As further described in the First Day Declaration, the Debtors have recently faced a challenging commercial environment. Specifically, the Debtors have faced significant headwinds in the last few years, including declining customer demand in the value-oriented children's apparel segment, persistent cost inflation, elevated tariffs on imported goods, and intensified competitive and promotional pressure from both traditional retailers and e-commerce entrants. These pressures have driven a sustained decline in net sales and profitability.

8. Prior to the Petition Date, with the help of its investment banker Cascadia, the Debtors ran an extensive sales process that explored several value-maximizing transactions.[3] This process continues and the Debtors are in advanced discussions with various parties regarding a variety of transaction structures, including various transactions involving the Debtors' intellectual property, retail footprint, and real estate assets (or a combination of the foregoing), however, the Debtors, in their business judgment, decided in late October that initiating store closing sales in early November – to limit expenses and to capture the full extent of the holiday season – was in the best interest of the estates. On November 3, 2026, the Debtors executed the Consulting Agreement with the Consultant with the support of their prepetition secured lenders so that they could begin store closing sales at all of their remaining store locations, while maintaining the flexibility under the Consulting Agreement to pivot to a going-concern sale for some or all of the stores and related assets if a viable bidder emerges. Subject to a three-day prior notice period to Consultant, the Debtors may pause or discontinue Store Closings at such stores that become subject

[3] This marketing process and the contemplated post-petition sales process is described in further detail in the First Day Declaration and *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* filed concurrently herewith.

to such a sale pursuant to the terms of the Consulting Agreement. Store Closings commenced on November 6, 2026 and are expected to continue throughout these chapter 11 cases absent a going-concern sale of some or all of the Company's remaining stores and assets. Pursuant to the terms of the Consulting Agreement, the Consultant is currently liquidating any remaining Debtor-owned inventory and will liquidate furniture, fixtures, and equipment ("FF&E") at the Closing Stores. The proceeds and eventual labor cost savings from these Store Closings are expected to provide the Debtors with much needed liquidity and will help fund the administrative costs and creditor recoveries in these chapter 11 cases.

9. The Debtors propose to pursue Sales in Canada as well. Debtor The Children's Place, Inc., in its capacity as proposed foreign representative, will shortly commence an ancillary proceeding 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, as amended (the "CCAA") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to seek recognition of these chapter 11 cases as a "foreign main proceeding" under the applicable provisions of the CCAA in order to, among other things, (a) protect the Debtors' assets and operations in Canada and obtain a stay of proceedings with respect to landlords and other creditors that may have remedies in connection with the Debtors' chapter 11 filing, and (b) support a potential going-concern sale. The Debtors will also seek recognition of the Interim Order and the Final Order by the Canadian Court in the Canadian Proceedings pursuant to section 49 of the CCAA.

II. The Consultant.

10. The Debtors retained the Consultant pursuant to the Consulting Agreement to conduct the Store Closings and Sales. The Consultant has significant expertise and experience in

this capacity in both in- and out-of-court store closing sales for businesses, merchandise, furniture, fixtures and equipment, and store operations that are substantially similar to those of the Debtors.

11. The Debtors hired the Consultant after careful consideration of available alternatives and in consultation with their advisors and restructuring committee. Based on their limited liquidity and lack of actionable going concern bids obtained through the prepetition marketing process, the Debtors concluded in their business judgment that (a) the services of the Consultant are necessary (i) for a seamless and efficient large-scale closing process, as contemplated by this Motion and the Consulting Agreement, and (ii) to maximize the value of the saleable inventory located in the Closing Stores and the Warehouses (as defined in the Consulting Agreement, the "Merchandise") and the associated FF&E (Merchandise and FF&E, collectively, the "Store Closure Assets"), and (b) the Consultant is qualified and capable of performing the required tasks set forth in the Consulting Agreement in a value-maximizing manner. The Consultant should be allowed to continue its work as described herein uninterrupted in the efficient, controlled manner contemplated in the Consulting Agreement that will maximize value for the Debtors' estates.

12. Assumption of the Consulting Agreement will allow the Debtors to continue the Store Closings across their lease portfolio which is critical for the Debtors to efficiently administer their estates during the pendency of these chapter 11 cases.

III. The Consulting Agreement.

13. Pursuant to the Consulting Agreement, the Consultant will serve as an independent consultant to the Debtors in connection with the sale of the Store Closure Assets.[4] The chart below summarizes the material terms of the Consulting Agreement.[5]

TERM	CONSULTING AGREEMENT
Services Provided by Consultant	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 [Prepetition Agents] (it being understood and agreed that such consent shall be deemed to have been given if the [Prepetition Agents] 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 [Prepetition Agents] (as defined herein) to the economic terms of such sale (it being understood and agreed that such consent shall be deemed to have been given if the [Prepetition Agents] 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:

[4] The Consultant has informed the Debtors that it has syndicated the Consulting Agreement to Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC pursuant to section 12.6 of the Consulting Agreement, such that the term "Consultant Party" shall be deemed to apply to each such party and the term "Consultant" shall be deemed to include such party.

[5] The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects. Capitalized terms used but not defined in the following summary shall have the meaning ascribed to them in the Consulting Agreement.

	(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.
Term of Sale	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 [Prepetition Agents] (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).
Expenses of Consultant	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.
Compensation for Consultant	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.

Conduct of Sale; Other Sale Matters	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. 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.
Insurance Obligations	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.

Indemnification by 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.
Indemnification by Merchant	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.
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 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.

IV. The Sale Guidelines.

14. The Debtors also seek approval of the Sale Guidelines attached to the Consulting Agreement, which are streamlined procedures to sell the Store Closure Assets. The U.S. Sale Guidelines are substantially similar to sale guidelines approved in other retail bankruptcies in this district. The Debtors also seek approval of the Sale Guidelines to provide newspapers, other traditional advertising media, digital marketplaces, and other digital marketing and advertising platforms in which the Sales may be advertised with comfort that the Debtors are conducting the Sales in compliance with applicable law and with the Court's approval. The Debtors seek interim approval of the Sale Guidelines to allow the continuation and commencement of the Sales at the Closing Stores.

15. The U.S. Sale Guidelines are substantially similar to liquidation sale guidelines that have been approved by this Court and others across the country. The Canadian Sale Guidelines are similar to the U.S. Sale Guidelines, but they have been tailored for relief customary in Canada.

Consistent with the Consulting Agreement, the Canadian Sale Guidelines and the orders of the Canadian Court will govern the Sales at the Canadian Closing Stores and the Warehouses located in Canada upon their approval by the Canadian Court in connection with the recognition of the Interim Order and the Final Order in the Canadian Proceedings.

16. The U.S. Sale Guidelines contain many standard terms. For example, during the Sales, conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final." The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.

17. After discussions with the Consultant and their advisors, the Debtors believe that the Sale Guidelines will provide the best and most efficient means of selling the Store Closure Assets in order to maximize their value to the estates.

V. Liquidation Sale Laws and Dispute Resolution Procedures.

18. Certain jurisdictions in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, without limitation, state, provincial, and local laws, statutes, rules, regulations, and ordinances (collectively, the "Liquidation Sale Laws"). The Liquidation Sale Laws may establish licensing, permitting, or bonding requirements, waiting periods, time limits, bulk sale restrictions, and augmentation limitations that would otherwise apply to the Store Closings. Such requirements would hamper the Consultant's ability to sell the Store Closure Assets in an efficient manner necessary to maximize value. Subject to the Court's approval, the Debtors intend to conduct the Store Closings in accordance with the Sale Guidelines, and to the extent such guidelines conflict with the Liquidation Sale Laws, the Sale Guidelines shall control.

19. To resolve any disputes that may arise between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) due to the U.S. Sale Guidelines and

the alleged applicability of any Liquidation Sale Laws in an orderly fashion, the Debtors request that the Court authorize the Debtors to implement the following dispute resolution procedures (the "Dispute Resolution Procedures"), as set forth in the Interim and Final Orders (*provided* that, subject to recognition of the Interim Order and the Final 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 any such disputes shall be resolved by the Canadian Court):

i. Provided that the Sales are conducted in accordance with the Interim Order, any Final Order, and the U.S. Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, provincial, 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 (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 measure" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in the Interim Order or Final 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 five business days after entry of the Interim Order, the Debtors will serve by first-class mail copies of the 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 (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, the 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 the 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); and (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), and the Debtors shall advise the Consultant thereof forthwith. 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 that (a) the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) 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 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" (as defined in the U.S. Sale Guidelines, an agreement between the Merchant, or the Consultant with the Debtors' direction, and affected landlords of any Store, which do not have a material adverse effect on the Debtors or their estates)) 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 a dispute arises between the Debtors or Consultant and a Governmental Unit 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.*

20. Accordingly, the Debtors request a waiver of compliance with the applicable Liquidation Sale Laws to the extent any such Liquidation Sale Laws conflict with the U.S. Sale Guidelines, subject to the dispute resolution process set forth above.

VI. Fast Pay Laws.

21. Many U.S. states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the "Fast Pay Laws" and together with the Liquidation Sale Laws, the "Applicable State Laws"). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated. Under ordinary circumstances, the Debtors' payroll department is able to coordinate delivery of final checks to coincide with an employee's final day of work where required by applicable law. This process requires the Debtors' payroll department to calculate individual payments upon termination, prepare each termination payment check, obtain authorization for each such check, and then prepare each such check for mailing.

22. The nature of the Store Closings contemplated by this Motion will result in numerous associate and store manager employees being terminated during the Store Closings. Given the number of employees who will be terminated during the Store Closings, the process of

delivering final payroll to affected employees will likely take several days following the applicable terminations, making compliance with the Fast Pay Laws burdensome to the Debtors' estates, if not impossible. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures; however, the Debtors' payroll systems may simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Accordingly, the Debtors request a waiver of compliance with the applicable Fast Pay Laws to the extent the Debtors' payroll systems or operations limit their ability to comply with the same.

VII. Lease Restrictions.

23. The Debtors also request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value of their estates through the Store Closings and Sales. In certain cases, the contemplated Store Closings and Sales may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, "go dark" provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors' ability to maximize value in selling their inventory.

24. The Debtors also request that any entity, including, without limitation, utilities, landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf be enjoined from interfering with or otherwise impeding the Store Closings and Sales. The Debtors further request that any such entities be enjoined from instituting any action against the Debtors in any court (other than in this Court or the Canadian Court, as applicable) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise

impedes the Store Closings, the Sales or the advertising and promotion (including through the posting of signs) of the Sales.

25. The Debtors intend to address any landlord concerns expeditiously. In order to efficiently and effectively address any such issues, the Debtors request authority to enter binding Side Letters modifying the applicable Sale Guidelines with affected landlords, with the Consultant's participation or consent to the extent required by those guidelines.

VIII. Abandonment.

26. The Debtors request that the Court authorize the abandonment of certain owned FF&E remaining in the Closing Stores. The Debtors intend to sell any marketable owned FF&E present in the Closing Stores or otherwise transfer valuable FF&E to the Debtors' other store locations. In their business judgment, however, the Debtors may determine that the cost associated with holding, transferring, or selling such property exceeds the proceeds that they will realize from its sale or that such property may not be saleable at all. In such cases, retaining the property would be burdensome to the estates, and the property would be of inconsequential value. Accordingly, the debtors submit that abandonment of such property, if any, is in the best interests of their estates and request that the Court authorize the Debtors to do so where they determine in their business judgment that abandonment will maximize the value of their estates.

IX. Customer Programs.

27. To properly effectuate the Sales and Store Closings, the Debtors seek to modify certain of their customer programs, solely with respect to the Closing Stores (collectively, the "Closing Store Customer Policies"). For the avoidance of doubt, all customer programs will continue at any non-Closing Stores, to the extent that certain Closing Stores become non-Closing

Stores, subject to approval of the relief sought in the Customer Programs Motion.[6] Accordingly, the following Closing Store Customer Policies will be clearly posted for customers at cash registers and online at the Debtors' proposed claims and noticing agent's website at https://omniagentsolutions.com/TCP for the duration of the Store Closings.

- ***My Place Rewards Program.*** The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 days from the date of the Interim Order. After such 21-day period, the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores, so that customers will no longer earn rewards points on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

- ***Returns and Exchanges.*** 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.

- ***Gift Cards.*** The Debtors will continue to accept validly-issued gift cards at Closing Stores for 21 days from the date of the Interim Order. Following such 21-day period, the Debtors will no longer accept gift cards at such Closing Stores. Notwithstanding any policy or law to the contrary, the gift cards and related customer programs are not redeemable for cash at any time.

Basis for Relief

I. The Court Should Authorize the Assumption of the Consulting Agreement.

28. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 493 (Bankr. D.N.J. 2006) (finding that "a bankruptcy court

[6] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Administer Their Customer Programs and Honor Certain Prepetition Obligations Related Thereto And (II) Granting Related Relief* (the "Customer Programs Motion").

should defer to a debtor's decision that rejection of a contract would be advantageous unless the decision is so unreasonable that it could not be based on sound business judgment."); *see also In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor's decision to assume or reject an executory contract is governed by the business judgment standard and it can only be overturned if the decision was a product of bad faith, whim or caprice).

29. To satisfy the business judgment test, the Debtors must demonstrate that assumption of the Consulting Agreement would benefit the estate. *See In re Network Access Sols., Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption of an executory contract is the business judgment rule." (citation omitted)). "A debtor's decision to reject [or assume] an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001). Here, the Debtors have exercised their business judgment in determining to assume the Consulting Agreement. The Debtors believe that the terms set forth in the Consulting Agreement are fair, reasonable, and the best mechanism to maximize value through the Sales. Moreover, the Consultant has extensive expertise in conducting liquidation sales and will be able to oversee and implement the Sales in an efficient and cost-effective manner.

30. Courts hearing chapter 11 cases filed by retailers in this district have routinely approved the assumption and/or approval of similar consulting agreements. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing assumption of consulting agreement); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same);

In re DirectBuy Home Improvement, Inc., No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[7]

31. The Debtors submit that they have exercised reasonable business judgment in engaging the Consultant to conduct the Store Closings and Sales. Given the number of stores and the Consultant's in-depth knowledge and expertise, the Consultant is best positioned to conduct the Store Closings efficiently and effectively. If the Consulting Agreement is not assumed on a final basis, the Store Closings and Sales would lose the benefit of the Consultant's ongoing work and might be delayed or suspended entirely, leading to loss of additional liquidity and increased administrative expense. Accordingly, the Debtors request that the Court authorize their assumption of the Consulting Agreement.

II. The Debtors Have a Valid Business Justification for the Sales.

32. Section 363(b)(1) of the Bankruptcy Code, which governs asset sales outside of a debtor's ordinary course of business, provides that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). When selling assets outside of the ordinary course of business, a debtor must articulate a valid business justification to obtain court approval. *See, e.g.*, *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citation omitted); *In re Abbotts Dairies, Inc.,* 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *Lionel Corp.*, and requiring good faith); *Comm. of Equity Sec. Holders* v. *Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the "sound business judgment" test in the *Abbotts Dairies* decision). When a debtor demonstrates a valid business justification

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

for a decision, a strong presumption arises "that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (holding that the Delaware business judgment rule has "vitality by analogy" in chapter 11, especially where the debtor is a Delaware corporation).

33. In this district, store closing or liquidation sales are a routine occurrence in chapter 11 cases involving retail debtors, and courts have approved such sales. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023).[8]

34. Sufficient business justification exists to approve the proposed Sales under section 363(b)(1). The Debtors, with the assistance of their advisors, have determined that the Sales represent the best alternative at this time to maximize recoveries to the Debtors' estates with respect to the Store Closure Assets and provide the Debtors with much-needed liquidity while maintaining optionality for a going-concern sale, if the proposed bidding process yields an actionable offer. Many of the Closing Stores fail to generate positive cash flow and therefore are a significant drain on liquidity. The Debtors will therefore realize an immediate benefit by liquidating the Store Closure Assets and terminating operations at the Closing Stores. Further, uninterrupted and orderly Sales will allow the Debtors to timely reject leases associated with the

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Closing Stores and, therefore, avoid the accrual of unnecessary administrative expenses for rent and related costs for postpetition operations. There are meaningful amounts of Merchandise, in the aggregate, that will be monetized most efficiently and quickly through an orderly process to monetize the Store Closure Assets conducted by the Consultant.

III. The Court Should Approve the Sale Guidelines.

35. The Court may authorize the Debtors to consummate the Sales in accordance with the Sale Guidelines pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that, "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, section 105(a) of the Bankruptcy Code provides, in relevant part, that, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

36. As discussed herein, pursuant to section 363(b) of the Bankruptcy Code, for the purpose of conducting the Store Closings, the Debtors need only to show a legitimate business justification for the proposed action. *See, e.g.*, *Martin*, 91 F.3d at 395 (citation omitted). Section 105(a) codifies a bankruptcy court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a), courts may authorize any action that is essential to the continued operation of a debtor's businesses. *See Just for Feet, Inc*., 242 B.R. 821, 825-26 (D. Del. 1999) (authorizing the use of estate property when "necessary for the debtors' survival during chapter 11").

37. Instituting the Sale Guidelines represents a sound exercise of the Debtors' business judgment because the Sale Guidelines will aid the Consultant's efficient and effective sale of the Merchandise and is necessary to avoid immediate and irreparable harm to the Debtors' estates and

is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors' decision to hire the Consultant and commence the Sales at the Closing Stores was informed in part by the Sale Guidelines being effective.

38. Courts in this district have routinely approved sale guidelines in chapter 11 cases and have granted retail debtors authority to implement such procedures. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing the debtors, pursuant to sections 105(a) and 363(b), to conduct store closing sales in accordance with court-approved sale guidelines); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[9] As such, the Court should authorize the Store Closings and approve the Sale Guidelines as a reasonable exercise of the Debtors' business judgment.

IV. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests Under Section 363(f) of the Bankruptcy Code.

39. The Debtors request approval to sell the Store Closure Assets on a final "as is" basis, free and clear of any and all Encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

(d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *see also In re Trans World Airlines, Inc.*, 322 F.3d 283, 290 (3d Cir. 2003) ("[U]nder § 363(f), . . . a sale free and clear of any [interest in property] can occur if any one of five conditions has been satisfied."). Such requirements are disjunctive, meaning that the Debtors need satisfy only one requirement to sell assets free and clear of Encumbrances. Accordingly, the Debtors' "authority to sell free and clear is broad." *In re Trans World Airlines, Inc.*, No. 01-0056 (PJW), 2001 WL 1820325, at *3 (Bankr. D. Del. Mar. 27, 2001), *aff'd*, 322 F.3d 283 (3d Cir. 2003).

40. The Debtors' prepetition secured lenders, who hold liens on the Store Closure Assets, support the Sales, and the Debtors anticipate that any other holders of such liens (the "Store Closure Asset Lienholders") will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Even without such support, all liens on the Store Closure Assets sold under the Sales would attach to all of the proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Further, the Store Closure Asset Lienholders can be compelled to take a money satisfaction of such interest and have received sufficient notice and have been given sufficient opportunity to object to the relief requested.

41. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of section 363(f) of the Bankruptcy Code.

V. The Court Should Waive Compliance with Applicable State Laws and Approve the Dispute Resolution Procedures.

42. The Debtors' ability to conduct the Sales in accordance with the U.S. Sale Guidelines and without complying with Applicable State Laws is critical to the Sales' success.

Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. Additionally, compliance with Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that may be difficult, if not impossible, given the facts and circumstances of these chapter 11 cases.

43. To eliminate the time, delay, expense, and value loss associated with the administrative procedures necessary to comply with the Applicable State Laws, while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings, the Interim Order and Final Order provide that the Sale Guidelines will supersede only those laws that would inhibit the value-maximizing disposition of Store Closure Assets without creating undue health and safety risks to the jurisdictions in which the Stores operate or to employees assisting in the Store Closings.

44. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws, subject to the Sale Guidelines. ***First***, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court-authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (exempting from the provisions of the chapter sales conducted pursuant to any court order); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) ("'Going out of business sale' does not include a sale conducted by a bankruptcy trustee."); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order).

Second, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Grp., Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) ("Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code. . . . [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code."), *aff'd,* 112 F.3d 633 (3d Cir. 1997). ***Third***, this Court will be able to supervise the Store Closings because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of the Court.

45. While courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety, *see Baker & Drake, Inc. v. Pub. Serv. Comm'n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that the Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure), preemption is appropriate where, as is the case here, the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake. Inc.*, 35 F.3d at 1353 (finding that "federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety").

46. Under the circumstances of these chapter 11 cases, enforcing the strict requirements of the Liquidation Sale Laws and Fast Pay Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors' ability to maximize the value of estate assets for the benefit of creditors. Accordingly, authorizing the Sales without

the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods, time limits, or Fast Pay Laws, and/or satisfying any additional requirements with respect to advertising, sales, and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local law requirements; rather, they only seek a waiver of those requirements that apply specifically to retail liquidation sales. Moreover, the Debtors will comply with applicable public health and safety laws, and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. However, compliance with Fast Pay Laws may be burdensome or impossible given the number of employees who will be terminated during the Store Closings and accordingly a waiver of compliance with the applicable Fast Pay Laws, to the extent the Debtors' payroll systems limit their ability to comply with the same, is appropriate and should therefore be approved. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and any Governmental Units and should therefore be approved.

47. Courts in this district have recognized that the Bankruptcy Code preempts certain state laws and have granted relief similar to the relief requested herein. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing debtors to conduct store closing sales under the terms of the order and finding that "no further approval, license, or permit of any Governmental Unit shall be required"); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM)

(Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[10]

48. Courts have also granted similar relief from Fast Pay Laws in other bankruptcy cases under similar circumstances. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (granting relief from federal, state, or local laws including "any fast pay laws" in connection with store closing sales); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Dec. 22, 2023); (same) *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same); *In re RTW Retailwinds*, *Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (granting relief from "any state or local law requiring that the Debtors pay an employee substantially contemporaneously with his or her termination").[11]

VI. The Court Should Waive Compliance with Restrictions in the Debtors' Leases.

49. Certain of the Debtors' leases governing the premises of the stores subject to the Store Closings may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See In re Ames Dep't Stores, Inc.*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring [the debtor] to maximize estate assets. . ."); *In re R.H. Macy and Co., Inc.*,

[10] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

[11] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga. 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where the debtor sought to conduct a liquidation sale).

50. Courts in this district have entered orders overriding restrictive lease provisions affecting store liquidation sales in chapter 11 cases. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (ordering that restrictive lease provisions shall not be enforceable in conjunction with store closings); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[12]

51. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Store Closings, the Debtors request that the Court authorize the Debtors and the Consultant to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

[12] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

VII. The Court Should Approve the Abandonment of Certain Property in Connection with the Sales.

52. After notice and a hearing, a debtor "may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating that a trustee "may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim").

53. The Debtors are seeking to sell all FF&E remaining in the Closing Stores. However, the Debtors may determine that the costs associated with holding, transferring, or selling certain property or FF&E exceed the proceeds that will be realized upon its sale, or that such property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and/or may be burdensome to retain. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors request authority to abandon any of their remaining FF&E, or other property, located at any of the Closing Stores without incurring liability to any person, or entity. The Debtors further request that the landlord of each Closing Store with any abandoned FF&E, or other property, be authorized to dispose of such property without liability to any third parties.

54. Courts in this district have granted the abandonment of certain property following chapter 11 liquidation sales for retail debtors. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (permitting abandonment of property, according to the sale procedures, without any debtor or consultant liability related thereto); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-

19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[13]

VIII. The Proposed Modifications to the Debtors' Customer Programs are Appropriate.

55. Prepetition claims, such as gift card obligations, cannot ordinarily be paid without Court authority. However, the Court may authorize payment of prepetition claims in appropriate circumstances, pursuant to section 105(a) of the Bankruptcy Code. As previously discussed, section 105(a) codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow for modifications of customer programs not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation); *Just for Feet*, 242 B.R. at 824–25 (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for payment of prepetition claims" under the doctrine of necessity).

56. Accordingly, the Court has authority to authorize the Debtors to modify the Closing Store Customer Policies pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. The Store Closings necessitate that the Closing Store Customer Policies must be modified to provide finality and support efficient Store Closings. While the Debtors' customer programs are value-maximizing in the ordinary course of the Debtors' business because they drive repeat business and brand loyalty, stores that are going out of business are substantially less likely to benefit from such customer goodwill. Accordingly, the Debtors' business judgment is that value will be maximized

[13] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

by restricting certain customer programs in connection with the Store Closings, including requiring non-refundable cash purchases. On the other hand, the grace period between entry of the Interim Order and the date after which certain customer programs shall be modified pursuant to the Closing Store Customer Policies affords customers ample opportunity to use any gift cards, gift certificates, or My Place Rewards benefits at the Closing Stores (namely for the first 21 days following entry of the Interim Order). Modifying the customer programs pursuant to the Closing Store Customer Policies is therefore appropriate and a reasonable exercise of the Debtors' business judgment. The Debtors submit that the notice provided through this Motion is adequate and proper under the circumstances. Similar relief has been granted in recent retail bankruptcy cases. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (approving a notice period of thirty days after the Interim Order prior to suspending the customer programs); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (approving a notice period of thirty days after the Final Order); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (approving a notice period of twenty-one days after the Final Order); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (approving a notice period of fourteen days from the Interim Order to use gift certificates, gift cards, and loyalty certificates); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (approving a notice period of thirty days after the Interim Order).[14]

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

57. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

[14] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Reservation of Rights

58. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this Motion; (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 (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates 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; (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; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

Final Hearing

59. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

No Prior Request

60. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Modification of Bankruptcy Rule 2002(a)(2)

61. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

Notice

62. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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 Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent (collectively, the "Prepetition Agents"); (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; (i) the Cash Management Banks; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: November 9, 2026

/s/ *Michael D. Sirota*

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Exhibit A

Proposed Interim 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) (Joint Administration Requested)

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 twenty-eight (28), is **ORDERED**.

[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 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.

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 **_____, 2026, at _____ (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 **_____, 2026 at 4:00 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); (vii) 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 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 the U.S. Trustee and, counsel to any statutory committees appointed in these chapter 11 cases.

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, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates.

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, 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 rejection of leases, (c) the abandonment of assets, or (d) "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, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates, and

such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords, *provided* that nothing in such Side Letters contravenes the provisions of 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, 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 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.

24. 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 such property of the location at which it may be retrieved; *provided, further*, that the Debtors may abandon property owned by the landlord at the applicable Closing Store.

25. 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.

26. 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.

27. 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 the Consulting Agreement, notwithstanding any restrictions in any applicable leases or applicable laws.

IV. Closing Store Customer Policies.

28. The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 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 customers will no longer earn rewards on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

29. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for 21 days from the date of this Interim Order, after which the Debtors will no longer accept gift cards at such Closing Stores. 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.

30. 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.

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

V. Dispute Resolution Procedures with Governmental Units.

32. 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.

33. 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 five 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 (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); and (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). 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.*

34. 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.

35. 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.

VI. Other Provisions.

36. 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.

37. 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.

38. 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 37 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.

39. 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.

40. 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.

41. 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) or 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 41.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Nothing in this Interim Order directs the Debtors to accelerate any payments not otherwise due.

49. 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.

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

51. 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.

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

53. 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.

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

55. 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.

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.

Docusign Envelope ID: C284DE47-A2A5-8B79-8031-E88BC72E480B

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 CENT	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 V	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 ROO	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
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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	106-3601	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	7069-6512	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.

Exhibit B

Proposed Final 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) (Joint Administration Requested)

FINAL 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 twenty-seven (27), 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 Debtors' motion (the "Motion")[2] for entry of a final order (this "Final 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; and (iv) 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 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**:

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

A. The Debtors have advanced sound business reasons for assuming the Consulting Agreement and adopting the Sale Guidelines, on a final basis, 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 Final 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 a final 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.

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 Final 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 a final basis as set forth herein.

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

3. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

4. To the extent of any conflict between this Final Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Final 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 Final 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 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 Final 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 Final 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 acknowledgment 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 the U.S. Trustee and counsel to any statutory committees appointed in these chapter 11 cases.

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 Final 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 Final 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, but not directed, 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 Final 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, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates.

12. The Sale Guidelines are approved in their entirety on a final 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 Final 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 signs, exterior banners, signwalkers, A-frames, and street signage as contemplated by the Sale Guidelines. Exterior banners at enclosed mall locations remain 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 § 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 related to Additional Goods Proceeds 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, 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 the conduct of the Store Closings or the Sales (including the sale of the Store Closure Assets), the rejection of leases, abandonment of assets, and "going dark" 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 Final Order, any Side Letter, and the Sale Guidelines. The Debtors, or the Consultant acting at the Debtors' direction, and the affected landlords, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates, 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 nothing in such Side Letters contravenes the provisions of this Final 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, 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 Final 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 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 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 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.

24. Notwithstanding anything to the contrary in this Final 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 such property of the location at which it may be retrieved; provided, further, that the Debtors may abandon property owned by the landlord at the applicable Closing Store.

25. The Debtors assert that the Sales are consistent with the Debtors' privacy policies, and, as such, are authorized to conduct the Sales on a final basis without the appointment of a consumer privacy ombudsman. However, nothing contained in this Final 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.

26. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store, subject to the provisions of the Consulting Agreement.

27. 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 Final 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 Final Order, the Sale Guidelines, and the Consulting Agreement, notwithstanding any restrictions in any applicable leases or applicable laws.

IV. Closing Store Customer Policies.

28. The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 days from the date of the Interim Order, after which the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores, and customers will no longer earn rewards on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

29. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for 21 days from the date of the Interim Order, after which the Debtors will no longer accept gift cards at such Closing Stores. 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.

30. 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.

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

V. Dispute Resolution Procedures with Governmental Units.

32. Nothing in this Final 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 Final Order. Nothing contained in this Final 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 Final 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 Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) 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 Final Order. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final 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 Final Order shall be deemed to have made any rulings on any such issues.

33. 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 Final Order shall apply, and the Dispute Resolution Procedures shall control over any Side Letters (provided that, subject to recognition of this Final 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 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 Final 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 five business days after entry of this Final Order, the Debtors will serve by first-class mail, copies of this 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 (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Final 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 Final 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), and Justin R. Alberto (jalberto@coleschotz.com); and (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). 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 this Final Order 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 this Final Order nor the conduct of the Debtors pursuant to 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 this 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 this Final Order 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 this 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 this 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 this

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.

34. 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 Final 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.

35. Provided that the Sales are conducted in accordance with the terms of this Final 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 Final 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 Final Order.

VI. Other Provisions.

36. 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.

37. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, 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.

38. 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 37 of this Final Order and, upon being contracted with, be subject to the provisions of this Final Order and the Consulting Agreement.

39. 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.

40. 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 Final Order or any financing order or budget shall (a) inhibit the Debtors' ability to pay the Consultant any amounts due under the Consulting Agreement or (y) deem Additional Goods or Additional Goods Proceeds (net of the Additional Goods Fee and applicable sales taxes) to be property of the Debtors' estates.

41. Notwithstanding anything to the contrary in this Final 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 Final Order, or any other order, or (ii) or 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 41.

42. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final 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 Final 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.

43. 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 reimbursements, 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.

44. Notwithstanding the foregoing paragraph, the Debtors shall deliver to the Prepetition Agents and any agent to a postpetition financing facility, concurrently with 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.

45. 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.

46. 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.

47. 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 Final Order.

48. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

49. 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.

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

51. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

53. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Final 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 Final Order.

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

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

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

The Children's Place
Store List
Exhibit A

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

The Children's Place
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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 CENT	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

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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	106-3601	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	7069-6512	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.

THIS IS **EXHIBIT "M"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

DEBTORS' MOTION FOR ENTRY OF ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing and approving procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases (each a "Contract" and, collectively, the "Contracts"); and (b) granting related relief.

2. The Debtors also request authority, but not direction, to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, leased premises that are subject to a rejected Contract as of the effective date of any proposed rejection.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration.

in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The bases for the relief requested herein are sections 105(a), 363, 365, and 554 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6004, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 6004-1, 6007-1, and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

6. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

7. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases. No request for the

appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

The Debtors' Executory Contracts and Unexpired Leases

8. The Debtors are party to thousands of Contracts, which include agreements with vendors for the supply of goods and services and other contracts related to the Debtors' business, and leases with respect to real and personal property, many of which may be considered nonresidential real property leases subject to section 365(d)(4) of the Bankruptcy Code. During the pendency of these chapter 11 cases, the Debtors may, on a consensual or non-consensual basis, seek to assume, assume and assign, or reject the Contracts.

9. The Debtors are in the process of evaluating all of their Contracts to determine whether such Contracts should be (a) rejected as unfavorable to the Debtors or no longer beneficial for business operations, or (b) assumed or assumed and assigned, as they are favorable or otherwise valuable to the Debtors' estates, including those Contracts to be assumed as amended through consensual negotiations with the relevant counterparties. Absent the relief requested in this Motion, the Debtors would be required to file separate motions to reject or assume individual Contracts, resulting in substantial costs to, and administrative burdens on, the Debtors' estates—not to mention the attendant burden on the Court's docket. To that end, and for the reasons discussed further herein, the Debtors hereby request approval of the assumption and rejection procedures contemplated hereby to minimize such costs and burdens.

The Proposed Rejection Procedures

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

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 a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and, if practicable, an estimate of the book value of such property; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of 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 (2) business 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) and 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 Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as 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 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 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

[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.

(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.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date 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 control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided*, *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 days' notice to the applicable Rejection Counterparty 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. 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 the 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 order of this Court, utilize and/or dispose of such property without liability to the Debtors or 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 in accordance with the Plan on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) if no objection is timely filed, the Rejection Objection Deadline, and (B) if an objection is timely filed, the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

i. ***Removal from the 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.

The Proposed Assumption Procedures

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

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

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. No later than two (2) business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Assumption Notice to be served (i) by overnight delivery service upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and their counsel, if known) and (ii) by first class mail, email, or fax upon the Service Parties.[4] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known, by electronic mail). The Debtors will cause any Assumption Notice served on a Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

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

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[5] so that such objection is filed with the Court and ***actually received*** by the Objection Service Parties no later than seven days after the date the Debtors serve the relevant Assumption Notice (the "Assumption Objection Deadline").

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

e. ***Unresolved Timely Objections***. If an objection to the assumption or assumption and assignment of any Contract(s) 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 (5) days' notice to the applicable Assumption Counterparty to consider the objection for the Contract(s) to which such objection relates. The Debtors may adjourn the hearing to a later date from time to time upon filing an amended notice of hearing. If such objection is overruled or withdrawn, such Contract(s) shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

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

12. In addition, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors request that the assignment of any Contract pursuant to the Assumption Procedures: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations,

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

demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)); and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.[6]

[6] Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve the right to argue that such clauses are unenforceable as anti-assignment or *ipso facto* clauses under section 365 of the Bankruptcy Code.

Basis for Relief

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

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

14. Courts in this circuit often enter orders approving similar relief as requested in this Motion. *See, e.g.*, *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (entering an order for procedures to reject executory contracts and unexpired leases); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Jan. 28, 2021) (same); *In re Alex and Ani*, *LLC*, No. 21-10918 (CTG) (Bankr. D. Del. July 16, 2021) (same); *In re Bluestem Brands*, *Inc.*, No. 20-10566 (MFW) (Bankr. D. Del. Apr. 13, 2020) (same).[7]

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

15. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

of the debtor." 11 U.S.C. § 365(a). The ability to assume or reject executory contracts and unexpired leases is "vital to the basic purpose of a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization." *N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 528 (1984). The decision to assume or reject an executory contract or unexpired lease is a matter within the "business judgment" of the debtor. *See, e.g.*, *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996); *see also Nat'l Labor Relations Bd. v. Bildisco and Bildisco* (*In re Bildisco*), 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)). The business judgment standard mandates that a court approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishers*, 756 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986).

16. The Court may also authorize the Contract Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) codifies a bankruptcy court's inherent equitable powers, and allows the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Accordingly, a bankruptcy court's exercise of its authority under section 105(a) of the Bankruptcy Code is appropriately used to carry out one of the central policies underlying chapter 11—*i.e.*, to preserve value and maximize property available to satisfy the debtor's stakeholders.

17. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Further, the business judgment standard is satisfied when a debtor determines that assumption or rejection will benefit

the estate. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 123 (Bankr. D. Del. 2001) (noting that in a rejection motion determination, the focus of the court's analysis is on the benefit to the debtor's estate); *see also In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990) (discussing business judgment standard); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990) (discussing business judgment standard).

18. Further, as with the assumption or rejection of an executory contract or an unexpired lease under section 365, any amendment to an executory contract or unexpired lease that may be deemed outside the ordinary course of business is authorized under section 363 of the Bankruptcy Code when there is a "sound business purpose" that justifies such action. *See In re Borders Grp. Inc.*, 453 B.R. 477, 482 (Bankr. S.D.N.Y. 2011) ("In approving a transaction conducted pursuant to section 363(b)(1), courts consider whether the debtor exercised sound business judgment."); *see also Crystalin, LLC v. Selma Props. Inc.* (*In re Crystalin, LLC*), 293 B.R. 455, 463 (B.A.P. 8th Cir. 2003); *Comm. of Equity Sec. Holders v. Lionel Corp.* (*In re Lionel Corp.*), 722 F.2d 1063, 1070 (2d Cir. 1983); *see also In re Delaware and Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991) (noting that the Third Circuit has adopted the "sound business judgment" standard for transactions under section 363 of the Bankruptcy Code).

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

with sufficient information to establish that the Debtors are entitled to make such a rejection, assumption, or assumption and assignment (and any amendments thereto) in their sound business judgment. Accordingly, the Debtors respectfully request that the Court approve the Contract Procedures.

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

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

21. Executory contracts and unexpired leases are property of a debtor's estate. To the extent the Debtors assume and assign a Contract pursuant to the Assumption Procedures, such assignment is tantamount to a sale of estate property and may be transferred free and clear of the interests in such property held by an entity other than the estate, so long as one of the criteria under section 363(f) of the Bankruptcy Code is satisfied. The Debtors propose that if a party in interest fails to timely object to an assumption and assignment consistent with the Assumption Procedures, such party shall be deemed to "consent" to such assumption and assignment within the meaning of section 363(f)(2) of the Bankruptcy Code. If a party in interest timely objects to an assumption and assignment consistent with the Assumption Procedures, and such objection is not withdrawn or resolved, the Debtors shall request the Court set a hearing on the objection; if such objection is overruled or withdrawn, the Contract(s) in question shall be assumed. The requirements of section

363(f) of the Bankruptcy Code would thus be satisfied for any proposed "transfer" of a Contract free and clear of liens, claims, encumbrances, and other interests.

22. Courts have granted similar authority. *See, e.g.*, *In re Joann, Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025) (authorizing the assignment of contracts and leases free and clear of liens and claims); *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re Specialty Retail Shops Holding Corp.*, No. 19-80064 (TLS) (Bankr. D. Neb. Jan. 17, 2019) (same).

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

23. With respect to the Debtors' request for authority to abandon property, the Debtors submit that the standard set forth in section 554(a) of the Bankruptcy Code is satisfied. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Before authorizing abandonment of property, a bankruptcy court must find that either: (a) the property is burdensome to the estate; or (b) the property is both of inconsequential value and inconsequential benefit to the estate. *See, e.g.*, *Midlantic Nat'l Bank v. N.J. Dep't of Env't. Prot.*, 474 U.S. 494, 497 (1986); *In re Boogaard*, 89 B.R. 397, 397 (Bankr. D. Del. 1988); *In re Pilz Compact Disc, Inc.*, 229 B.R. 630, 635 (Bankr. E.D. Pa. 1999). The personal property proposed to be abandoned in connection with any future rejections of Contracts that are real property leases would primarily consist of fixtures, furniture, advertising displays, and other office and store equipment that could not be liquidated in the store closing sales and is (a) of minimal or no material value or benefit to the Debtors' estates and/or (b) burdensome insofar as the costs and expenses of removal and storage of such property are likely to exceed the net proceeds realizable from their sale.

V. The Contract Procedures Satisfy Due Process.

24. The Contract counterparties will not be prejudiced by the Contract Procedures because, upon receipt of an Assumption Notice or a Rejection Notice, such counterparties will have received advance notice of the Debtors' intent to reject, assume, or assume and assign their respective Contract and of the effective date of such assumption or rejection. *See, e.g.*, *In re Thane Int'l, Inc.*, 586 B.R. 540, 548 (Bankr. D. Del. 2018) (finding that the requirements of the Bankruptcy Code are meant to protect the interests of the non-debtor parties to executory contracts, so they may avoid having to deal with an assumption of which they had no notice and which they had no opportunity to contest); *In re Mid Region Petrol. Inc.*, 111 B.R. 968, 970 (Bankr. N.D. Okla. 1990) (holding effective date of rejection of leases was the date the trustee gave notice to lessor of intent to reject), *aff'd*, 1 F.3d 1130 (10th Cir. 1993); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 535 (Bankr. D.N.J. 1988) (finding debtor may reject executory contract by clearly communicating intention to reject).

25. Additionally, in the case of unexpired leases of non-residential real property, the Debtors will likely vacate the premises before or upon serving the Rejection Notice, thereby allowing the counterparties to take possession of and relet the property promptly. *See, e.g.*, *Adelphia Bus. Sols., Inc. v. Abnos*, 482 F.3d 602, 608–09 (2d Cir. 2007) (holding that bankruptcy court did not abuse its discretion in finding balance of equities favored making rejection of a non-residential lease of real property retroactive to date tenant vacated premises, as tenant's action provided landlord with opportunity to relet premises); *In re New Valley Corp.*, No. 98-982, 2000 U.S. Dist. LEXIS 12663, at *44–46 (D.N.J. Aug. 31, 2000) (holding that bankruptcy court properly exercised its discretion in adjusting the effective date of rejection from the date the court signed the order authorizing rejection to the date on which the debtor vacated and the landlord

exercised control over the property); *In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that lease at issue should be deemed rejected as of the petition date due to equities of the case where debtor turned over keys and vacated premises and served motion to reject lease as soon as possible).

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

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

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

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

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

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

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

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

Bankruptcy Rule 6006(f).

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

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

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

31. As a result, the Contract Procedures afford Contract counterparties and all other parties in interest their due process rights by providing notice and the opportunity to be heard. Moreover, Court oversight is maintained in the event of an objection. For the foregoing reasons,

the Contract Procedures should be approved, and the Debtors should be authorized to reject, assume, and assume and assign the Contracts consistent with the terms of such procedures.

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

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

33. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

34. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

No Prior Request

35. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

36. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed 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) (Joint Administration Requested)

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

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

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

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. 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 a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and, if practicable, an estimate of the book value of such property; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of 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 business 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) and 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 Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit

Solutions, as 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 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 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, 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,

[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.

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, 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 control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided*, *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 days' notice to the applicable

Rejection Counterparty 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. 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 the 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 order of this Court, utilize and/or dispose of such property without liability to the Debtors or 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 (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the later of (A) if no objection is timely filed, the Rejection Objection Deadline, and (B) if an objection is timely filed, the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from

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

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

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

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. No later than two business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Assumption Notice to be served (i) by overnight delivery service upon the Assumption Counterparties affected by the Assumption

Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and their counsel, if known) and (ii) by first class mail, email, or fax upon the Service Parties.[4] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known, by electronic mail). The Debtors will cause any Assumption Notice served on a 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 assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[5] so that such objection is filed with the Court and ***actually received*** by the Objection Service Parties no later than seven days after the date the Debtors serve the relevant Assumption Notice (the "Assumption Objection Deadline").

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

e. ***Unresolved Timely Objections***. If an objection to the assumption or assumption and assignment of any Contract(s) is timely filed and

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

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

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 days' notice to the applicable Assumption Counterparty to consider the objection for the Contract(s) to which such objection relates. The Debtors may adjourn the hearing to a later date from time to time upon filing an amended notice of hearing. If such objection is overruled or withdrawn, such Contract(s) shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

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

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

applicable Assignee with all rights, titles, and interests to the applicable Contract(s).[6] For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

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

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

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

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

---

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

10. 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.

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

12. 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.

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

14. 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.

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

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

17. 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)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
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- and -

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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) (Joint Administration Requested)

[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, assume, or assume and assign 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 on **Schedule 1**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than seven days after the date that the Debtors served this Notice: (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

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

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, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth on

Schedule 1 or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

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.

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

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

OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: [●], 2026

/s/ DRAFT

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Proposed Co-Counsel to Debtors and Debtors in Possession

Schedule 1

Rejected Contracts[1]

Contract to Be Rejected	Rejection Counterparty	Description of Contract[2]	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.

Exhibit 2

Proposed Assumption 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
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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) (Joint Administration Requested)

[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 ASSUMPTION 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, assume, or assume and assign 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 "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date (the "Assumption Date") set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

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

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

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

of future performance.[4]

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed assumption or assumption and assignment (including as to the cure amount) of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than seven days after the date that the Debtors served this Notice: (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

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

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, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth on **Schedule 1** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[5]

PLEASE TAKE FURTHER NOTICE that the proposed cure amount under the Contract is set forth on **Schedule 1**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

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

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

Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth on **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Dated: [●], 2026

/s/ DRAFT

WHITE & CASE LLP
Gregory F. Pesce (*pro hac vice* pending)
1221 Avenue of the Americas
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Proposed Co-Counsel to Debtors and Debtors in Possession

Schedule 1

Assumed Contracts

Contract to Be Assumed	Assumption Counterparty	Proposed Assignee, If Any	Description of Contract[1]	Amendments to Contract	Cure Amount	Assumption Date

[1] 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.

THIS IS **EXHIBIT "N"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

WHITE & CASE LLP
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dharris@coleschotz.com

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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bar Date Order"), approving the following relief:

   a. setting Bar Dates (as defined herein) for creditors to submit Proofs of Claim (as defined herein), as summarized in the table below;

   b. approving the procedures described herein for submitting Proofs of Claim and the form of the Proof of Claim attached as **Exhibit 1** to the Bar Date Order (the "Proof of Claim Form");

   c. approving the form and manner of service of the notice of the Bar Dates, substantially in the form attached as **Exhibit 2** to the Bar Date Order (the "Bar Date Notice"), including the publication version of the Bar Date Notice, substantially in the form attached as **Exhibit 3** to the Bar Date Order, allowing for publication notice as described in this Motion; and

   d. granting related relief.

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

BAR DATES	
General Claims Bar Date (Applicable to 503(b)(9) Claims)[3]	Establishing **January 6, 2027, at 11:59 p.m., prevailing Eastern Time**, as the last date and time for each entity[4] to file proofs of claim based on prepetition claims, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, "Proofs of Claim") against any Debtor (the "General Claims Bar Date").
Governmental Bar Date	Solely as to governmental units (as defined in section 101(27) of the Bankruptcy Code), establishing **May 7, 2027, at 11:59 p.m., prevailing Eastern Time**, as the last date and time for each such governmental unit to file Proofs of Claim asserting Claims ("Governmental Claims") against any Debtor that arose on or before the Petition Date (the "Governmental Bar Date").
Amended Schedules Bar Date	In the event that the Debtors amend their Schedules (as defined herein), **establishing 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) days from the date on which the Debtors provide notice of the amendment to the Schedules, as the last date and time by which claimants holding claims affected by the amendment must file Proofs of Claim against any Debtor** (such later date, the "Amended Schedules Bar Date").
Rejection Damages Bar Date	Solely as to claims arising from the Debtors' rejection of executory contracts and unexpired leases, **establishing 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) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease** as the last date and time by which claimants holding claims based upon such rejection must file Proofs of Claim against any Debtor, **unless otherwise ordered by the Court** (such later date, the "Rejection Damages Bar Date" and, together with the General Claims Bar Date, the Governmental Bar Date, the Amended Schedules Bar Date, as applicable, the "Bar Date" or "Bar Dates").

[3] "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).

[4] Except as otherwise defined herein, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein: (a) the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code; (b) the term "entity" (including individuals, partnerships, corporations, joint ventures, and trusts) has the meaning given to it in section 101(15) of the Bankruptcy Code; (c) the term "governmental unit" has the meaning given to it in section 101(27) of the Bankruptcy Code; and (d) the term "person" has the meaning given to it in section 101(41) of the Bankruptcy Code.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 501, 502, 503, and 1111(a) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 3003, 5005, and 9008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 3003-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

7. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the chapter 11 cases can be found in the First Day Declaration, which is incorporated herein by reference.

8. As described in the First Day Declaration, the Debtors are pursuing an expedited chapter 11 process that includes a potential transaction that would preserve the Debtors' business as a going concern. To help facilitate that process, the Debtors seek to establish the proposed deadlines, including the General Bar Date for filing proofs of claim, as discussed in further detail below.

The Proposed Bar Dates

9. Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which Proofs of Claim must be filed in a chapter 11 case pursuant to section 501 of the Bankruptcy Code. Moreover, Bankruptcy Rule 3003(c)(2) provides that any creditor who has a claim against the Debtors that arose prior to the Petition Date, and whose claim is not scheduled in the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") or whose claim is listed on the Schedules as disputed, contingent, or unliquidated, must file a Proof of Claim. Section 502(b)(9) of the Bankruptcy Code further provides that governmental units shall

have a minimum of 180 days after the entry of the order for relief to file Proofs of Claim. Contemporaneous with this Motion, the Debtors have filed the *Debtors' Motion Seeking Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs, and (II) Granting Related Relief*, requesting that the Court extend the deadline to file Schedules by nineteen (19) days, for a total of thirty-three (33) days from the Petition Date. The Debtors intend to file their Schedules by December 7, 2026.

10. The Debtors propose to allow creditors other than governmental units until **11:59 p.m., prevailing Eastern Time on January 6, 2027**, and governmental units until **11:59 p.m., prevailing Eastern Time on May 7, 2027,** to file Proofs of Claim. Accordingly, the Debtors anticipate that they will file their Schedules at least thirty (30) days before the Debtors' proposed General Claims Bar Date and at least 151 days before the proposed Governmental Bar Date. The proposed timeline will give all parties in interest adequate notice of the Bar Dates and an opportunity to respond.

I. General Claims Bar Date.

11. The Debtors request that the Court establish **11:59 p.m., prevailing Eastern Time on January 6, 2027**, as the General Claims Bar Date. The General Claims Bar Date would be the date and time by which all entities, other than governmental units holding prepetition claims, must file Proofs of Claim, including requests for payment under section 503(b)(9), so that such Proofs of Claim are actually received by Omni Agent Solutions, Inc. ("Omni" or the "Notice and Claims Agent") as of the General Claims Bar Date, unless such entity's claim falls within one of the exceptions set forth in this Motion. Subject to these exceptions, the General Claims Bar Date would apply to all claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including 503(b)(9) Claims, secured claims, unsecured priority claims, unsecured

non-priority claims, and rejection damage claims for executory contracts and unexpired leases that have already been rejected by order of the Court in these chapter 11 cases.

II. Governmental Bar Date.

12. Section 502(b)(9) of the Bankruptcy Code provides, in relevant part, that "[a] claim of a governmental unit shall be timely filed if it is filed before 180 days after the date of the order for relief or such later time as the [Bankruptcy Rules] may provide." 11 U.S.C. § 502(b)(9). The Debtors request that the Court establish **11:59 p.m., prevailing Eastern Time on May 7, 2027**, as the Governmental Bar Date for all Governmental Claims. The Governmental Bar Date would apply to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party. All governmental units holding such claims against the Debtors would be required to file Proofs of Claim so that such Proofs of Claim are actually received by the Notice and Claims Agent by the Governmental Bar Date.

III. Amended Schedules Bar Date.

13. In the event that the Debtors amend their Schedules after December 7, 2026, in accordance with Bankruptcy Local Rule 1009-1, the Debtors request that the Court establish the Amended Schedules Bar Date as the deadline by which claimants holding Claims affected by the amendment must file Proofs of Claim with respect to such Claims so that such Proofs of Claim are actually received by the Notice and Claims Agent as of 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** from the date on which the Debtors provide notice of the amendment to the Schedules.

IV. Rejection Damages Bar Date.

14. The Debtors also seek to require any person or entity that holds a Claim arising from the rejection of an executory contract or unexpired lease to 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 calendar days** from the date of entry of such order, unless otherwise ordered by the Court. 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.

The Proposed Procedures for Submitting Proofs of Claim

I. Proposed Filing Procedures.

A. Parties and Forms.

15. All holders of Claims shall file Proofs of Claim, using the Proof of Claim Form, by the General Claims Bar Date, **except** as set forth below:

a. All governmental units shall file Proofs of Claim by the Governmental Bar Date.

b. All holders of Rejection Claims shall file Proofs of Claim by the Rejection Damages Bar Date.

c. All holders of Claims affected by an amendment to the Schedules shall file Proofs of Claim by the Amended Schedules Bar Date.

16. In addition to the exceptions listed in the paragraph above, the Debtors propose that entities holding the following Claims be **exempt** from any requirement to file a Proof of Claim on account of the below claims before any Bar Date:

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 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.

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; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

17. The Debtors have prepared and now seek approval of the Proof of Claim Form attached as **Exhibit 1** to the Bar Date Order, which, although based on Official Form 410, is modified to allow creditors to request payment for claims under section 503(b)(9) of the Bankruptcy Code.

18. So long as a creditor otherwise complies in all respects with the Bar Date Order, the creditor can submit a Proof of Claim in hard copy or through the Debtors' case website established by the Notice and Claims Agent, at https://omniagentsolutions.com/TCP.

II. Proposed Preparation and Filing Instructions.

19. The Debtors request that the Court require all Proofs of Claim submitted in these chapter 11 cases be consistent with the following:

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

"*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.

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) 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 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;

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 (10) 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 FACSIMILE OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

III. Consequences of Failing to Timely Submit a Proof of Claim.

20. In accordance with Bankruptcy Rule 3003(c)(2), the Debtors propose that any person or entity that is required, but fails, to submit a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date will be forever barred, estopped, and enjoined from asserting such Claim—including any such Claim asserting administrative expense status under section 503(b)(9) of the Bankruptcy Code—against the Debtors (or submitting a Proof of Claim with respect to that Claim), and the Debtors and their property, will be forever discharged from any and all indebtedness or liability with respect to or arising from that Claim. Moreover, such creditor will be prohibited from (a) voting on any chapter 11 plan filed in these chapter 11 cases on account of such Claim, (b) participating in any distribution in these chapter 11 cases on account of such Claim, and (c) 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.

The Bar Date Notice

21. Among other things, the Bar Date Notice: (a) identifies the Bar Dates; (b) includes detailed procedures for submitting a timely and accurate Proof of Claim; (c) lists the parties who are not required to submit a Proof of Claim; (d) describes the consequences of failing to submit a

Proof of Claim in accordance with the Bar Date Order; and (e) provides creditors with the name and telephone number of the Notice and Claims Agent, where questions may be addressed and from whom additional information may be obtained.

22. With the assistance of the Notice and Claims Agent, by no later than five (5) business days after entry of the Bar Date Order, the Debtors will serve the Bar Date Notice and a Proof of Claim Form by email from the Notice and Claims Agent as applicable and/or first-class mail on:

a. the United States Trustee;

b. all persons or entities that have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Bar Date Order);

c. 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;

d. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Bar Date Order;

e. all known equity and interest holders of the Debtors as of the date of entry of the Bar Date Order;

f. all entities who are party to executory contracts and unexpired leases with the Debtors;

g. all entities who are party to litigation with the Debtors;

h. all current and certain former employees (to the extent that contact information for former employees is available in the Debtors' records);

i. 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

j. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, taxing, and permitting authorities.

23. The Debtors also intend to provide notice of the Bar Dates by publication to help ensure that all potential claimants receive adequate notice of the Bar Dates. Specifically, the Debtors propose to publish the Bar Date Notice, modified for publication substantially in the form attached 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.

24. The Debtors, to the extent reasonably practicable, 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. Further, the Debtors, to the extent reasonably practicable, shall post the Proof of Claim Form and the Bar Date Notice in both the English and French languages on the Debtors' case website established by the Notice and Claims Agent at https://omniagentsolutions.com/TCP.

Basis for Relief

I. Authority to Approve the Bar Dates and the Procedures for Filing Proofs of Claim.

25. Generally, claimants must submit a Proof of Claim to assert a Claim in a bankruptcy proceeding. *See* 11 U.S.C. § 501(a). Bankruptcy Rule 3003(c)(3) typically governs the submission of proofs of claim in a chapter 11 case and provides, in relevant part, that "[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed." It is well recognized that a claims bar date plays an essential role in the twin goals of bankruptcy—preserving a debtor's going-concern value and maximizing property available to satisfy creditors. *See Bank of Am. Nat'l Trust and Sav. Assoc. v. 203 N LaSalle St. P'ship*, 526 U.S. 434, 453 (1999). Indeed, prolonged uncertainty regarding the aggregate liabilities of the bankruptcy estate could delay or derail the development of a sound restructuring plan process to the detriment of creditors and parties in interest. *See In re Waterman S.S. Corp.*, 59 B.R. 724, 726

(Bankr. S.D.N.Y. 1986) ("Absent the setting of a bar date, a Chapter 11 case could not be administered to a conclusion."). Further, the absence of such a deadline in contrast, would prolong claimholder uncertainty, increase the costs and expenses incurred by the Debtors in connection with the claims reconciliation process, and delay or even derail the claims process, thus undercutting one of the principal purposes of bankruptcy law — "secur[ing] within a limited period the prompt and effectual administration and settlement of the debtor's estate." *Chemetron Corp. v. Jones*, 72 F.3d 341, 346 (3d Cir. 1995); *see also Ellis v. Westinghouse Elec. Co., LLC*, 11 F. 4th 221, 232 (3d Cir. 2021) (stating that a bar date "not only allows the trustee or debtor-in-possession to estimate the debtor's potential liabilities, it is also essential in formulating a viable reorganization plan. Without a final claims deadline, participants in the reorganization process would be hindered by undue caution in their negotiations and in voting on the plan.").

26. Local Rule 3003-1 provides that: (i) a "creditor (other than a governmental unit) or equity security holder subject to Bankruptcy Rule 3003(c)(2) must file a proof of Claim . . . not later than 70 days after the date of the order for relief;" (ii) that a "governmental unit subject to Bankruptcy Rule 3003(c)(2) must file a proof of claim not later than 180 days after the date of the order for relief;" and (iii) that a "proof of claim arising from the rejection of an executory contract or unexpired lease must be filed by the later of (1) thirty (30) days after rejection; or (2) seventy (70) days after the date of the order for relief." *See* D.N.J. LBR 3003-1.

27. To ensure that the Debtors are able to confirm and consummate a chapter 11 plan, the Debtors will require accurate information regarding the nature, validity, amount, and status of all Claims that will be asserted against their estates in these chapter 11 cases. Given the sheer number of potential claimants in these chapter 11 cases, it is important that the Debtors begin the Claims analysis and reconciliation process as soon as possible pursuant to clear procedures

designed to both limit confusion on the part of creditors and facilitate an efficient process that conserves estate resources. Fixing the Bar Dates as set forth herein will help the Debtors accomplish the foregoing objectives.

28. Recognizing the importance of setting deadlines for submitting claims against a debtor, courts in this and other jurisdictions routinely approve relief similar to that requested in this Motion. *See, e.g.*, *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (establishing deadlines by which certain holders of claims were required to file proofs of claims); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-14853 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023); (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same); *In re Alliant Techs. L.L.C.*, No. 21-19748 (JKS) (Bankr. D.N.J. Apr. 6, 2022) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Mar. 31, 2021) (same); *In re Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D.N.J. Aug. 13, 2020) (same).[6]

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

29. Further, the Debtors submit that the adjustments to the Proof of Claim Form set forth herein are justified and warranted under the circumstances present here. Courts in this jurisdiction regularly adjust a proof of claim form with respect to fixing bar dates for submitting Claims under section 503(b)(9) of the Bankruptcy Code. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (permitting Debtors to utilize a modified proof of claim form); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. Mar. 18, 2024); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. Nov. 20, 2023); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Mar. 31, 2021); *In re Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D.N.J. Aug. 13, 2020).[7]

30. To ensure that the Debtors are able to confirm and consummate a chapter 11 plan, the Debtors will require accurate information regarding the nature, validity, amount, and status of all claims that will be asserted against their estates in these chapter 11 cases. It is important that the Debtors begin the claims analysis and reconciliation process as soon as possible pursuant to clear procedures designed to both limit confusion on the part of creditors and facilitate an efficient

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

process that conserves estate resources. Fixing the Bar Dates as set forth herein will help the Debtors accomplish the foregoing objectives.

31. The Bar Dates herein comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; as such, they are appropriate and should be approved. The Debtors anticipate that their Schedules will be on file at least thirty (30) days before the General Claims Bar Date and at least one-hundred-fifty-one (151) days before the Governmental Bar Date. Further, the proposed timeline provides that the Rejection Damages Bar Date is the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) thirty (30) calendar days from the date of entry of such order, unless otherwise ordered by the Court. Accordingly, the Debtors request that the Court establish the Bar Dates set forth herein.

II. The Procedures for Submitting Proofs of Claim Should Be Approved.

32. The Debtors have worked to design procedures that: (a) provide creditors with ample notice and opportunity to submit Proofs of Claim; (b) provide a clear process for effecting the same; and (c) achieve administrative and judicial efficiency. Indeed, the procedures described above are calibrated to achieve the twin goals of providing comprehensive notice and clear instructions to creditors, on the one hand, and allowing these chapter 11 cases to move forward quickly with a minimum of administrative expense and delay, on the other hand.

33. Among other things, the procedures provide clear instructions for submitting Proofs of Claim that are calculated to avoid confusion or uncertainty among creditors that might lead them to submit unnecessary protective Proofs of Claim or multiple Proofs of Claim, which, in either event, would result in unnecessary expense and delay in the Claims reconciliation process for all parties affected thereby.

34. The Debtors propose that claimants be permitted to submit Proofs of Claim in person, by hand delivery, or via mail. Although Proofs of Claim submitted by fax or email will

not be accepted, the Debtors propose that Proofs of Claim be permitted to be submitted electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP. A similar electronic interface has been utilized in other large bankruptcy cases in this district. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (approving procedures for submission of proofs of claim through electronic interface); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same).[8]

35. These procedures will facilitate the claims process by establishing protocols for noticing and publishing the Bar Dates and providing claimants with clear instructions regarding the procedures and other requirements for submitting a Proof of Claim. Accordingly, these procedures should be approved.

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

III. The Proposed Notice and Service Satisfy Due Process Requirements.

36. Bankruptcy Rule 2002(a)(7) requires that the Debtors provide claimants at least twenty-one (21) days' notice by mail of the time fixed for submitting proofs of claim pursuant to Bankruptcy Rule 3003(c). In addition, Bankruptcy Rule 2002(l) provides that the Court may order notice by publication if it finds that notice by mail is impractical or that it is desirable to supplement other notice. Bankruptcy Rule 9008 also provides that the Court shall determine the form and manner of publication notice, the newspapers used, and the frequency of publication.

37. In conjunction with setting deadlines to file Proofs of Claim, the Debtors must give appropriate notice to interested parties. The Debtors propose to mail and/or email the Bar Date Notice to their known creditors and, thus, must rely on publication to give notice to its unknown creditors. This procedure is consistent with applicable case law and practice in this district. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (relying on publication to give notice to its unknown creditors); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same); *In re Celsius Network LLC*, No. 22-10964 (MG) (Bankr.

S.D.N.Y, Nov. 16, 2022) (same); *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) (Bankr. S.D.N.Y. Aug. 3, 2022) (same).[9]

38. To determine the adequacy of notice given to a creditor, bankruptcy law distinguishes between "known" and "unknown" creditors. *Chemetron*, 72 F.3d at 346. As the Third Circuit explained in *Chemetron*, "[k]nown creditors must be provided with actual written notice of a debtor's bankruptcy filing and bar claims date." *Id.* at 346 (citations omitted). A "known" creditor is one whose identity is either known or is "reasonably ascertainable by the debtor." *Id.* (citing *Tulsa Prof'l Collection Servs., Inc. v. Pope*, 485 U.S. 478, 490 (1988)). An "unknown" creditor is one whose "interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to knowledge [of the debtor]." *Id.* (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 317 (1950)).

39. Where a creditor is known to the debtor, due process requires that the debtor take reasonable steps, such as direct mailing, to provide actual notice of the deadline for submitting proofs of claim. *See, e.g.*, *In re Enron Corp.*, 2006 WL 898031, at *4 (Bankr. S.D.N.Y. Mar. 29, 2006) ("[D]ebtor must send actual notice of the bar date to any known creditor, while constructive notice is generally sufficient with an unknown creditor."); *Daewoo Int'l (Am.) Corp. Creditor Trust v. SSTS Am. Corp.*, 2003 WL 21355214, at *3 (S.D.N.Y. June 11, 2003) (same); *Pope*, 485 U.S. at 491 (holding that where creditor was known or "reasonably ascertainable," then due process only requires "notice by mail or other means as certain to ensure actual notice").

40. Where a creditor is unknown to the debtor, due process requires only that the debtor take reasonable steps, such as notice by publication, to provide constructive notice of the deadline for submitting proofs of claim. *See, e.g.*, *In re XO Commc'ns*, 301 B.R. 782, 793 (Bankr. S.D.N.Y.

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

2003) (finding that if a creditor is unknown constructive notice is generally sufficient); *DePippo v. Kmart Corp.*, 335 B.R. 290, 296 (S.D.N.Y. 2005) ("It is well-settled that when a creditor is 'unknown' to the debtor, publication notice of the Claims bar date is adequate constructive notice sufficient to satisfy due process requirements . . . ."); *In re U.S.H. Corp. of New York*, 223 B.R. 654, 659 (Bankr. S.D.N.Y. 1998) (same). Furthermore, debtors are not required to publish notice in an excessive number of publications. *See In re Best Prods. Co., Inc.*, 140 B.R. 353, 358 (Bankr. S.D.N.Y. 1992) (finding it impracticable to expect a debtor to publish notice in every newspaper that an unknown creditor possibly may read).

41. The Debtors submit that the relief requested herein provides clear notice of the Bar Dates in satisfaction of the requirements of the Bankruptcy Rules and is consistent with the underlying policies of the Bankruptcy Code. Specifically, to the extent the General Bar Date is established as proposed, the Debtors intend to cause the Bar Date Notice to be served by email and/or first-class mail, as applicable, within five (5) business days of entry of the Bar Date Order. This will provide for at least fifty (50) days' notice of the General Claims Bar Date.

42. After the initial mailings 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;[10] (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 interest holders) decline to pass along notices to these parties and instead provide their names and addresses to the Debtors for direct mailing; and (d) additional potential claimants become known to the Debtors. In these and similar circumstances, the Debtors request that the Court permit them to make supplemental mailings of

[10] 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.

the Bar Date Notices and Proof of Claim Forms at any time up to seven (7) days in advance of the applicable Bar Date, with any such mailings deemed timely and the applicable Bar Date being enforced against the relevant creditors, and such claimants shall submit their claims by the later of (i) the applicable Bar Date, or (ii) the date that is thirty (30) calendar days after such person or entity is re-served with the Bar Date Notice and Proof of Claim Form. The Debtors believe that these proposed supplemental mailings will help provide actual notice to known creditors wherever practicable, while at the same time preserving the integrity of the applicable Bar Date.

43. To provide creditors unknown to the Debtors with constructive notice of the Bar Dates herein, the Debtors propose to publish the Bar Date Notice, modified as necessary, 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 and disclose in their Affidavit of Service. The Debtors, to the extent reasonably practicable, 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.

44. In light of the foregoing, service and publication of the Bar Date Notice is reasonably designed to reach all interested parties in a cost-effective manner and satisfies the requirements of the relevant provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Accordingly, the Debtors request that the Court deem the form of Bar Date Notice and mailing and publication thereof good, adequate, and sufficient notice of the Bar Dates set forth herein.

Reservation of Rights

45. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such 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 this Motion or any order granting the relief requested by this 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 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.

No Prior Request

46. No prior request for the relief sought in this Motion has been made to this or any other court.

Notice

47. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as 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; (i) the Canada Revenue Agency; and (j) any party that has requested notice

pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors respectfully request that the Court enter the Bar Date Order, in substantially the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Bar Date Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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 thirteen (13), 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 *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 applicable Bar Date and (b) thirty (30) calendar days from the date of entry of such order, unless otherwise ordered by the Court (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 such executory contract or unexpired lease.

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 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]

[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

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; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

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

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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.

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;

b. all persons or entities that have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Bar Date Order);

c. 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;

d. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Bar Date Order;

e. all known equity and interest holders of the Debtors as of the date of entry of the Bar Date Order;

f. all entities who are party to executory contracts and unexpired leases with the Debtors;

g. all entities who are party to litigation with the Debtors;

h. all current and certain former employees (to the extent that contact information for former employees is available in the Debtors' records);

i. 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

j. 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 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.

[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.

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
aparracriste@whitecase.com
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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) (Joint Administration Requested)

[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; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

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) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (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.

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

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.

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 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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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) (Joint Administration Requested)

[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) days** following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (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.

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,

[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).

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 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.

THIS IS **EXHIBIT "O"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Preliminary Statement

1. The Debtors commenced these chapter 11 cases to, among other things, identify a buyer or buyers for some or all, or substantially all, of their assets, including their intellectual property and brands (including "The Children's Place" and "Gymboree" brands), and operations (including the Amazon operations) (the "Assets"). Prior to the Petition Date, the Debtors commenced store closings and merchandise sales across their portfolio of retail locations to maximize recoveries for the benefit of their estates.[3] To further maximize value for all stakeholders, the Debtors, through this Motion, seek to pursue and consummate one or more value-maximizing sale transactions (each, a "Sale Transaction") involving all or substantially all of the

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration or the Bidding Procedures (as defined herein), as applicable.

[3] As further described in the *Debtors' Motion for Entry of Interim and Final Orders (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*, filed contemporaneously herewith.

Assets. Accordingly, the Debtors file these proposed Bidding Procedures to facilitate a competitive, value-maximizing sale process.

2. As part of their ongoing analysis of all potential paths to maximize the value of their estates for the benefit of all parties in interest, the Debtors engaged Cascadia Capital, LLC ("Cascadia"), the Debtors' proposed investment banker, in September 2026. Immediately following the engagement of Cascadia, the Debtors launched a formal, comprehensive sale and marketing process for the Assets (the "Prepetition Sale Process"), whether as a going concern or liquidation, or a standalone sale of discrete assets or revenue streams. In connection with the Prepetition Sale Process, Cascadia contacted a broad range of strategic and financial parties, including approximately thirty-three (33) strategic prospects and approximately seventeen (17) financial prospects, at least thirty (30) of which have executed nondisclosure agreements and have been provided with access to the Debtors' virtual data room (the "Data Room"). The Data Room contains a confidential information presentation and additional financial, operational, and legal diligence materials to assist potential bidders for the Debtors' Assets.

3. To date, the Debtors have received nine (9) proposals relating to their Assets, including six (6) proposals for going concern and IP-related transactions, and three (3) "equity" liquidation proposals involving substantially all of the Debtors' assets. These proposals reflect ongoing interest in the Debtors' Assets. Following receipt of these proposals, the Debtors, together with Cascadia, conducted a comprehensive review of each proposal and have engaged and continue to engage in extensive negotiations with the interested parties to refine and enhance their initial bids. The Debtors also received three (3) fee-based liquidation bids for the liquidation of the Debtors' inventory and certain of their assets.

4. Because of limited liquidity and lack of currently actionable going-concern bids, the Debtors concluded in their business judgment that continuing the Prepetition Sale Process on a postpetition basis while the store closings and merchandise sales continue is in their best interest in order to maximize value to their estates.

5. The Debtors are in advanced discussions with various parties regarding a variety of transaction structures, including various transactions involving the Debtors' intellectual property, retail footprint, and real estate assets (or a combination of the foregoing). However, the Debtors have not yet selected (and may not elect to select) a stalking horse to serve as a committed buyer of the applicable Assets. In order to preserve this value maximizing tool, the Bidding Procedures (as defined herein) provide the Debtors with flexibility to select one or more Stalking Horse Bidders (as defined herein) and grant Stalking Horse Bid Protections (as defined herein) after notice and an opportunity to object. Through the Bidding Procedures, the Debtors seek a sale timeline that provides sufficient time for potential bidders to complete diligence and submit bids while also minimizing administrative expenses and business disruption as they work to complete these chapter 11 cases on an efficient and expeditious timeline. The Debtors continue to incur significant administrative expenses without sufficient income to meet their financial obligations; accordingly, an expedited process is necessary to reduce further cash burn and preserve the Debtors' estates. The Debtors believe that their proposed approximately forty (40) day postpetition process is sufficient to close out any remaining leads from their Prepetition Sale Process and assess any potential bidders that may emerge. If the Bidding Procedures are not approved or there is any material delay to the proposed sale timeline—including delay resulting from the fourteen-day stay under Bankruptcy Rule 6004(h)—the Debtors' ability to maximize value for the benefit of all stakeholders will be jeopardized.

6. To ensure the orderly transfer of assets following any Sale Transaction in accordance with section 365 of the Bankruptcy Code, the Debtors also seek approval of assumption and assignment procedures by which the Debtors and counterparties to the Executory Contracts (as defined herein) or Unexpired Leases (as defined herein) transferred in connection with any Sale Transaction can (a) reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code and (b) object to the assumption and assignment of the Executory Contracts or Unexpired Leases and/or related cure payments (the "Assumption and Assignment Procedures") as set forth in detail in the Bidding Procedures Order (as defined herein).

7. The Bidding Procedures provide the Debtors with the opportunity to maximize value and potentially continue as a going concern while at the same time providing for an expedited resolution of these chapter 11 cases. This will reduce the expenses associated with administering these cases, and allow the Debtors to emerge as quickly as possible, which will inure to the benefit of all stakeholders. The Bidding Procedures comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules (each as defined herein). The Debtors request that the Court approve the Bidding Procedures and other relief as set forth herein.

Relief Requested

8. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"): (a) authorizing and approving the proposed marketing, auction, and bidding procedures (the "Bidding Procedures") attached as Exhibit 1 to the Bidding Procedures Order, 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 (each successful bidder for the sale of some or all of the Debtors' Assets, a "Successful Bidder"); (b) approving the Stalking Horse Bid Protections relating to the stalking horse bidder (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 (the "Auction"); (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, (the "Sale Hearing"), 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.

9. Additionally, if applicable, the Debtors will seek entry of one or more orders (each, a "Sale Order") (a) authorizing and approving the Sale Transaction with the Successful Bidder on the terms substantially set forth in the Successful Bid; (b) authorizing and approving the sale of the Debtors' Assets free and clear of liens, claims, encumbrances, and other interests to the extent set forth in an asset purchase agreement with any Successful Bidder; (c) authorizing the assumption and assignment of Executory Contracts and Unexpired Leases as set forth in an asset purchase agreement with any Successful Bidder; and (d) granting any related relief. If applicable, THE CHILDREN'S PLACE, INC. (as foreign representative) (the "Foreign Representative"), if appointed, the Foreign Representative shall seek an Order pursuant to section 49 of the CCAA (as defined below) (the "Canadian Sale Order") of the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") in the Canadian Proceedings (as defined below), among other things, (a) recognizing and enforcing the Sale Order in Canada, and (b) to the extent necessary, approving the sale of the Assets of the Canadian Debtors and the Assets otherwise located in Canada to the applicable Successful Bidder or Successful Bidders in accordance with the applicable binding purchase agreement(s).

10. In support of this Motion, the Debtors respectfully submit the *Declaration of Lorie Beers in Support of the Debtors' Bidding Procedures Motion* (the "Beers Declaration") (filed contemporaneously herewith).

Jurisdiction and Venue

11. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

13. The bases for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6004, and 6006(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 1002-2, 6004-1, 6004-2, and 9013-1(a)(3) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey dated August 1, 2025 (the "Local Rules") and the *General Order Governing Chapter 11 Complex Case Procedures*.

Background

14. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale

marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

15. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

16. Shortly following the filing of this Motion, The Children's Place, Inc., as proposed foreign representative, will commence an ancillary proceeding 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"), seeking, among other things, Orders of the Canadian Court recognizing these chapter 11 cases as a "foreign main proceeding" in respect of the Debtors, including Debtors TCP Investment Canada I Corp., TCP Investment Canada II Corp., and The Children's Place (Canada), LP (collectively, the "Canadian Debtors"), and recognizing and giving effect to the Bidding Procedures Order, if granted, in Canada.

The Proposed Sale Process and Selection of Stalking Horse Bidder

I. The Bidding Procedures.

17. The Debtors seek approval of the Bidding Procedures to establish an open process for the solicitation, receipt, and evaluation of bids in a fair, accessible, and expeditious manner. The Bidding Procedures describe, among other things, the procedures for interested parties to access due diligence, the manner in which bidders and Bids become "acceptable" and/or

"qualified," the conduct of any Auction, the selection and approval of a successful bidder or bidders and back-up bidders, and the deadlines with respect to the foregoing.

18. The timelines set forth in the Bidding Procedures are calculated to balance the need to provide adequate notice to parties in interest and any person or entity interested in purchasing the Assets (a "Potential Bidder") with the Debtors' need to run an expeditious and efficient sale process, taking into account the robust Prepetition Sale Process they have already completed. The Bidding Procedures are designed to generate the highest or otherwise best available recoveries to the Debtors and their stakeholders by encouraging prospective bidders to submit competitive, value-maximizing bids. Furthermore, the Bidding Procedures provide each Potential Bidder with ample notice, as well as a meaningful opportunity to conduct due diligence and submit binding Bids in advance of the Auction, if one is held. For these reasons, the Debtors believe that the Bidding Procedures and the timeline set forth therein are in the best interests of their estates, will establish whether and to what extent any additional market for the Assets exists, and provide interested parties with sufficient opportunity to participate.

19. Because the Bidding Procedures are attached as Exhibit 1 to the Bidding Procedures Order, they are not restated in their entirety herein. Generally speaking, however, the Bidding Procedures establish the following, among other things:[4]

a. **Public Announcement of Auction**. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors shall (i) cause (A) a notice of the Auction substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Auction Notice"), (B) the Bidding Procedures Order, and (C) the Bidding Procedures to be served on the parties that received notice of this Motion; (ii) post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at

[4] The following summary is provided in accordance with Local Rule 6004-2(b) and for the convenience of the Court and parties in interest. All capitalized terms that are used in this summary but not otherwise defined shall have the meanings given to such terms in the Bidding Procedures. To the extent there is any conflict between this summary and the Bidding Procedures, the Bidding Procedures shall govern in all respects.

https://omniagentsolutions.com/TCP; and (iii) 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 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 (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.

See Bid. Proc., at § II.

b. **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 Potential Bidder must deliver or have previously delivered to the Debtors and their advisors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

(i) an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

(ii) 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;

(iii) a statement of the portion of the Assets that the Potential Bidder intends to acquire;

(iv) 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

(v) 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,[5] will determine and notify each Potential Bidder

[5] "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.

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 subsection c below.

See Bid. Proc., at § III.

c. **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:

(i) ***Purchased Assets and Assumed Liabilities***. Each Bid must clearly state the following: (A) which particular Assets are to be included in the applicable Sale Transaction; (B) if applicable, the liabilities and obligations to be assumed, including any cure costs to be assumed; and (C) 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;

(ii) ***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"). 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 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;

(iii) ***Purchase Price***. Each Bid must: (A) clearly specify the purchase price to be paid for the applicable Assets (the "Purchase Price"); (B) identify separately any cash and non-cash components of the Purchase Price; and (C) 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;

(iv) ***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;

(v) ***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: (A) 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 the Bidding Procedures; (B) 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; (C) 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; (D) any other material documents integral to such Bid; and (E) a statement from the Acceptable Bidder that (1) 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 (2) to the extent such Acceptable Bid is designated as a Qualified Bid pursuant to the 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;

(vi) ***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;

(vii) ***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;

(viii) ***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;

(ix) ***Identity & Corporate Authority***. Each Bid must: (A) 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 (B) 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;

(x) ***As-Is, Where-Is***. Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (A) has had an opportunity to conduct any and all due diligence regarding the applicable Sale Transaction prior to making its offer; (B) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the applicable Assets in making its Bid; (C) 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 (D) 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;

(xi) ***Adequate Assurance of Future Performance and Information***. Each Bid must: (A) identify the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned in connection with the applicable Sale Transaction; (B) 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; (C) 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 (1) has the financial wherewithal and ability to consummate the applicable Sale Transaction, and (2) can satisfy the adequate assurance requirements of sections 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code; and (D) identify a contact person that parties may contact to obtain additional Adequate Assurance Information;

(xii) ***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;

(xiii) ***No Collusion***. The Acceptable Bidder must acknowledge in writing: (A) 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 (B) agree 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);

(xiv) ***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 the Bidding Procedures;

(xv) ***Acknowledgement of Compliance with the Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, and Non-Bankruptcy Law***. Each Bid must acknowledge its compliance in all respects with the 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;

(xvi) ***Good Faith Offer***. Each Bid must constitute a good faith, *bona fide* offer to consummate any Sale Transaction;

(xvii) ***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;

(xviii) ***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, 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;

(xix) ***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;

(xx) **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 to one or more Stalking Horse Bidders in accordance with the Bidding Procedures.

(xxi) ***Adherence to Bidding Procedures***. By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of the Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after the conclusion of the Auction;

(xxii) ***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 the 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 in Canada or any Canadian Sale Order;

(xxiii) ***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

(xxiv) ***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.

See Bid. Proc., at § IV.

d. **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, 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 (i) a break-up fee (the "Break-Up Fee") not to exceed three percent (3%) of the aggregate amount of the Purchase Price and/or (ii) 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.

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.

See Bid. Proc., at § IX.

e. **Modification of the Bidding Procedures**. The Debtors reserve their rights, in consultation with the Consultation Parties, to modify the 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: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if held); (iv) canceling the Auction; (v) rejecting any or all Bids or Qualified Bids; and (vi) adjusting the applicable Minimum Overbid. Notwithstanding anything to the contrary herein, the Debtors may elect to consummate the Sale 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.

See Bid. Proc., at § XVI.

20. Importantly, the Bidding Procedures recognize and comply with the Debtors' fiduciary obligations to maximize value, and, as such, do not impair the Debtors' ability to consider all Qualified Bids and preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize the value of the Debtors' estates.

II. The Proposed Schedule.

21. The Debtors are seeking approval of the Bidding Procedures and the proposed sale schedule (the "Schedule") set forth below to establish a clear and open process for the solicitation, receipt, and evaluation of Bids on an efficient timeline that allows the Debtors to consummate one or more Sale Transactions. Moreover, the Debtors, in their sound business judgment, reserve the right, in consultation with the Consultation Parties, to alter the timing of the Schedule as necessary under the circumstances, or to conduct multiple Sale Transactions across one or more than one Auction in order to maximize the value of the estates, in each case in accordance with the Bidding

Procedures. The Debtors respectfully request that the Court approve the Schedule, subject to the Court's availability.

Action	Description	Deadline
Stalking Horse Deadline	The deadline by which the Debtors may choose a Stalking Horse Bidder and enter into a Stalking Horse APA.	November 17, 2026, at 5:00 p.m. prevailing Eastern Time.
Bid Deadline	The deadline by which any Acceptable Bidders must submit all binding Bids to be evaluated as Qualified Bids to participate in the Auction, if any.	December 9, 2026, at 5:00 p.m. prevailing Eastern Time.
Auction (if necessary)	The date and time of the Auction, if one is needed, which will be held at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.	December 11, 2026, at 10:00 a.m. prevailing Eastern Time.
Notice of Successful Bidder	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline), the Debtors will file on the docket, but not serve, a notice identifying the Successful Bidder (as defined in the Bidding Procedures), Assets, and key terms of the agreement.	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline).
Sale Objection Deadline	The deadline by which objections to the entry of an order by the Court approving any Sale Transaction or objections to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease (the "Sale Objection Deadline") must be filed with the Court and served so as to be actually received by the appropriate notice parties.	December 14, 2026, at 5:00 p.m. prevailing Eastern Time.
Sale Objection Reply Deadline	Deadline for the Debtors and any other parties supporting the Sale Transaction(s) to respond to any objections to such Sale Transaction(s).	The Debtors and any other parties supporting the Sale Transaction(s) will respond to any objections to such Sale Transactions at the Sale Hearing.
Sale Hearing	Date for a hearing at which the Court will consider approving any Sale Transaction(s) to one or more prospective purchasers. A hearing to consider approval of each Canadian Sale Order shall be scheduled following entry of the applicable Sale Order to the extent a Successful Bid includes Assets of the Canadian Debtors.	December 15, 2026, or such other date as may be scheduled by the Court, at a time to be announced.

22. The Debtors believe that the proposed timeline provides the Debtors with sufficient opportunity to conclude their Prepetition Sale Process and pursue the highest or otherwise best offer(s) for the Assets without unduly burdening their estates. During the Debtors' Prepetition Sale Process, relevant information regarding the Debtors' business was made available in the Data Room, allowing potential bidders to conduct diligence on the Debtors' business prior to the Petition Date. To the extent any bidder has not previously conducted such diligence, such bidder will have immediate access to the information in the Data Room, subject to the execution of a confidentiality agreement.

23. Moreover, the Debtors will utilize the time prior to, and after, entry of the Bidding Procedures Order to actively market the Assets to solicit higher or otherwise better Bids. In light of the foregoing, the Debtors have determined that the proposed Schedule is in the best interests of the Debtors' estates, is essential for the Debtors' swift emergence from chapter 11 and preserving the value of the Debtors' estates, and will provide interested parties with sufficient opportunity to participate in the Sale Transaction(s).

III. The Form and Manner of Auction Notice.

24. The Auction, if needed, will be held on December 11, 2026, at 10:00 a.m., prevailing Eastern Time (or such other date as selected by the Debtors in consultation with the Consultation Parties) at the offices of the Debtors' proposed counsel: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

25. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served on the parties that receive notice of this Motion. In addition, as soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP and 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). Any information officer appointed by the Canadian Court in the Canadian Proceedings will also post the Auction Notice on its case website. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

26. The Auction Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale Transaction(s), including the date, time, and place of the Auction (if any), the Bidding Procedures, and the dates and deadlines related thereto. Accordingly, the Debtors request that the form and manner of the Auction Notice be approved and no other or further notice of the Auction be required.

Basis for Relief

I. The Relief Sought in the Bidding Procedures Order Is in the Best Interests of the Debtors' Estates and Should Be Approved.

27. "When conducting an asset sale, the ultimate responsibility of the debtor, and the primary focus of the bankruptcy court, is the maximization of the value of the assets sold." John J. Jerome & Robert D. Drain, *Bankruptcy Court is Newest Arena for M&A Action*, N.Y.L.J., June 3, 1991; *see In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (debtor-in-possession "had a fiduciary duty to protect and maximize the estate's assets"); *In re Adams Res. Expl. Corp.*, No. 17-10866, 2017 WL 5493616, at *12 (Bankr. D. Del. May 24, 2017) ("The relief requested in the Sale Motion is a necessary and appropriate step toward enabling the Debtor to maximize the value of its bankruptcy estate, and it is in the best interests of the

Debtor, its estate and its creditors."). To further that goal, bidding procedures and bid protections, such as those proposed here, may be used in court-supervised sales because they streamline the acquisition process, "help to provide an adequate basis by which to compare offers," and maximize value. Jerome & Drain (1991) at 8, col. 4; *see In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) ("The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate."); *In re O'Brien Env't Energy, Inc.*, 181 F.3d 527, 535 (3d Cir. 1999) (recognizing that bid protections "encourage a prospective bidder to do the due diligence that is the prerequisite to any bid by assuring the prospective bidder that it will receive compensation for that undertaking if it is unsuccessful"); *In re Dura Automotive Sys., Inc.*, No. 06-11202, 2007 WL 7728109, at *90 (Bankr. D. Del. Aug. 15, 2007) (recognizing that bidding procedures "intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy sales"); *Off. Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures and bid protections "are important tools to encourage bidding and to maximize the value of the debtor's assets"); *In re Metaldyne Corp.,* 409 B.R. 661, 670 (Bankr. S.D.N.Y. 2009) ("[b]idder protections are granted when a bidder provides a floor for bidding by expending resources to conduct due diligence and allowing its bid to be shopped around for a higher offer"). In overseeing a sale subject to an auction process, the bankruptcy court must weigh:

> on the one hand, providing for an orderly bidding process, recognizing the danger that absent such a fixed and fair process bidders may decline to participate in the auction; and, on the other hand, retaining the liberty to respond to differing circumstances so as to obtain the greatest return for the bankrupt estate.

In re Fin. News Network, Inc., 980 F.2d 165, 166 (2d Cir. 1992). Because the bankruptcy court must perform this balancing act, "a bankruptcy judge's broad discretionary power in conducting

the sale of a debtor's assets should not be narrowed by technical rules mindlessly followed" that "reduce the broad discretion and flexibility a bankruptcy court must necessarily have to enhance the value of the estates before it." *Id.* at 169–70; *see Dura Automotive*, 2007 WL 7728109, at *90 ("The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate."). Where there is a court-approved auction process, the assets are presumed to sell for a full and fair price because the best way to determine value is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "sale transaction does not require an auction procedure[,] [t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

28. Approval of bidding procedures on or around the petition date following the first-day hearing is appropriate where the debtors have demonstrated that such approval will maximize estate value, and this Court has approved bidding procedures on such a timeline several times. *See, e.g., In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (approving bidding procedures entered one day after the first-day hearing); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (approving bidding procedures entered two days after the first-day hearing); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (approving bidding procedures entered one day after the first-day hearing); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. April 19, 2023) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 13, 2020) (approving bidding procedures entered three days after the first-day hearing).

29. Here, the Debtors submit that the Bidding Procedures are a valid exercise of their business judgment, fair and appropriate under the circumstances, consistent with procedures routinely approved by courts in this circuit, and in the best interest of their estates. Courts have consistently held that a debtor's business judgment is entitled to substantial deference with respect to selling an estate's assets, including with respect to the procedures used to solicit bids in connection with such sale. *See, e.g.*, *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) ("'In determining whether to authorize use, sale or lease of property of the estate under Section 363, courts require the [debtor] to show that a sound business purpose justifies such actions.' If the [debtor's] decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.") (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *Schipper*, 933 F.2d at 515 (internal citations and quotations omitted) ("Under Section 363, the debtor in possession can sell property of the estate . . . if he has an 'articulated business justification' . . . ."); *see Integrated Res.*, 147 B.R. at 656 (applying business judgment rule to bidding procedures and incentives and noting that "[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence").

30. The Debtors believe that the proposed Bidding Procedures will promote active bidding from seriously interested parties. The proposed Bidding Procedures will allow the Debtors to conduct an Auction in a controlled, fair, and open fashion that will encourage participation by financially capable bidders that can demonstrate the ability to consummate a Sale Transaction. In particular, the Bidding Procedures contemplate an open and public marketing process with minimum barriers to entry and provide potential purchasers with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed Bid.

31. The Debtors respectfully submit that the proposed Bidding Procedures will encourage competitive bidding, are appropriate under the relevant standards governing auction proceedings in bankruptcy proceedings, and are consistent with the controlling legal standard in the Third Circuit. Accordingly, the Debtors request that the Court approve the Bidding Procedures as a valid exercise of the Debtors' business judgment.

II. The Stalking Horse Bid Protections Are Necessary and Appropriate and Should Be Approved.

32. In the event the Debtors seek to appoint a Stalking Horse Bidder, the Debtors seek authority to offer customary bid protections, including the Break-Up Fee, which shall not exceed three percent (3%) of the Purchase Price, and an Expense Reimbursement. The use of a stalking horse in a public auction process for the sale of a debtor's assets is a customary practice in chapter 11 cases, as the use of a stalking horse bid is, in many circumstances, the best way to maximize value in an auction process by "establish[ing] a framework for competitive bidding and facilitat[ing] a realization of that value." *Off. Comm. of Unsecured Creditors v. Interforum Holding LLC*, No. 11-CV-219, 2011 WL 2671254, at *1 (E.D. Wis. July 7, 2011).

33. Generally, bid protections such as a break-up fee and expense reimbursement are a normal and, in many cases, necessary component of stalking horse agreements for assets sold under the Bankruptcy Code. *See Integrated Res.*, 147 B.R. at 659–60 ("Break-up fees are important tools to encourage bidding and to maximize the value of the debtor's assets. . . . In fact, because the . . . corporation has a duty to encourage bidding, break-up fees can be ***necessary*** to discharge [such] duties to maximize value.") (emphasis added). As a result, courts routinely approve such bid protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re Energy Future Holdings Corp.*, 904 F.3d 298 (3d Cir. 2018) (holding that "[T]he allowability of break-up fees . . . depends upon the

requesting party's ability to show that the fees [a]re actually necessary to preserve the value of the estate.") (internal quotations omitted) (alterations in original); *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010); *O'Brien*, 181 F.3d 527. The Debtors believe that the allowance of the Stalking Horse Bid Protections is in the best interests of the Debtors' estates and their creditors, as a Stalking Horse Bidder, if designated, will establish a floor for further bidding that may increase the consideration obtained in exchange for the Assets for the benefit of the Debtors' estates.

34. In the Third Circuit, bid protections such as those proposed here are subject to the general standard used for administrative expenses under section 503 of the Bankruptcy Code. *Energy Future*, 904 F.3d at 313 (citing *O'Brien*, 181 F.3d at 535); *Reliant Energy*, 594 F.3d at 206 (holding that the general standard used for all administrative expenses applies to break-up fees). Thus, "the allowability of break-up fees, like that of other administrative expenses, depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Reliant Energy*, 594 F.3d at 206 (internal quotations omitted) (quoting *O'Brien*, 181 F.3d at 535).

35. The Debtors propose to pay the Stalking Horse Bid Protections only in the event they determine, after good faith, arm's-length negotiations, that designating one or more Stalking Horse Bidder(s) would be necessary and beneficial for the sale process. Without the ability to provide Stalking Horse Bid Protections, certain bidders may elect not to participate in the process at all. The Bidding Procedures do not require the payment of the Stalking Horse Bid Protections. Rather, the Debtors have the option of paying or otherwise incurring such obligations in the event that they determine in their business judgment that offering such Stalking Horse Bid Protections is necessary to foster a competitive bidding process and will create more value for the estates than

they will cost. Granting the Debtors the authority to offer the Stalking Horse Bid Protections sends a strong signal to the market that the Debtors are serious about running a competitive sale process aimed at generating the best result for the Debtors and their estates. To the extent any party objects to the Debtors' granting Stalking Horse Bid Protections, such party's ability to object is preserved, since there will be an objection deadline following the filing of the Stalking Horse Notice and an opportunity for a hearing.

36. The Break-Up Fee shall not exceed three percent (3%) of any proposed purchase price. This is an amount that is well within market for transactions of this type, and which has been routinely approved by courts in this district. *See, e.g.*, *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (approving stalking horse bid protections, including a break-up fee not to exceed three percent of the proposed purchase price and reasonable and documented expense reimbursements); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (approving stalking horse bid protections, including a break-up fee and expense reimbursement, not to exceed three percent or three and a half percent, as applicable, of the proposed purchase price in the aggregate); *In re Cyxtera Tech., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (approving stalking horse bid protections, including a break-up fee not to exceed three percent of the proposed purchase price and reasonable and documented expense reimbursements); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. April 17, 2023) (same).[6]

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

37. Accordingly, for the reasons set forth above, the Debtors respectfully request that the Court grant the Debtors the authority to incur and pay the Stalking Horse Bid Protections to the extent they determine that such protections are necessary to preserve the value of the Debtors' estates.

III. The Form and Manner of Notice Should Be Approved.

38. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide creditors with twenty-one (21) days' notice of the Auction. Pursuant to Bankruptcy Rule 2002(c), such notice must include the time and place of the Auction and the deadline for filing any objections to such a sale. As soon as reasonably practicable following entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served upon parties that receive notice of this Motion.

39. The Debtors submit that the Auction Notice constitutes good and adequate notice of the Auction and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002 and Local Rule 2002-1. Accordingly, no further notice is necessary and the Debtors request that this Court approve the form and manner of the Auction Notice.

IV. The Assumption and Assignment Procedures Are Appropriate and Should be Approved.

40. As set forth in detail in Section III of the Bidding Procedures Order, any Sale Transaction will contemplate the assumption and assignment of Executory Contracts and Unexpired Leases (the "Assumed Contracts") to a Successful Bidder (including, for the avoidance of doubt, a Stalking Horse Bidder, if any). In connection with this process, the Debtors believe it is necessary to establish assumption and assignment procedures by which: (a) the Debtors and counterparties to the Executory Contracts or Unexpired Leases (the "Contract or Lease

Counterparties") can reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code; and (b) such Contract or Lease Counterparties can object to the assumption and assignment of the contracts and/or related cure payments in a streamlined and orderly manner. As set forth in the Bidding Procedures Order, the Debtors also request that any Contract or Lease Counterparty that fails to object to the proposed assumption and assignment of any Executory Contract or Unexpired Lease be deemed to consent to the assumption and assignment of the applicable Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code on the terms set forth in the Sale Order, along with the cure payments identified in the Assumption Notice (as defined in the Bidding Procedures Order). *See, e.g., In re Boy Scouts of Am.*, 642 B.R. 504, 569 (Bankr. D. Del. 2022) ("The lack of objection of a [creditor] is also consensual for purposes of § 363 and, again, permissible under § 363(f)(2)."); *In re Christ Hosp.*, No. CIV.A. 14-472 ES, 2014 WL 4613316, at *14 (D.N.J. Sept. 12, 2014) (same); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, at *1 (Bankr. D.N.J. May 11, 2007) (same); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same).

41. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign its executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to section 365 of the Bankruptcy Code, and rejecting test of whether

executory contract was burdensome in favor of whether rejection is within debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code"); *In re S.A. Holding Co., LLC*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (applying the business judgment test in determining whether to approve a contract rejection); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) ("Although the [Bankruptcy Code] does not provide the standard to be applied in determining the propriety of the [debtor's] decision [to assume or reject a contract], most Circuits, including the Third Circuit have adopted the business judgment test.").

42. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code, specifically that a debtor (a) cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract, (b) compensate parties for pecuniary losses arising therefrom, and (c) provide adequate assurance of future performance thereunder. *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988). This section "attempts to strike a balance between two sometimes competing interests, the right of the contracting non-debtor to get the performance it bargained for and the right of the debtor's creditors to get the benefit of the debtor's bargain." *Id.* (quoting *In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)).

43. Here, the Court should approve the decision to assume and assign the Assumed Contracts in connection with any Sale Transaction as a sound exercise of the Debtors' business judgment. ***First***, the Assumed Contracts are necessary to operate the Assets, integral to any

Sale Transaction, and, as such, are essential to inducing the best offer for the Assets. ***Second,*** it is unlikely that any purchaser would want to acquire the Assets unless the Executory Contracts and Unexpired Leases needed to manage the Debtors' day-to-day operations were included in the transaction. ***Third,*** proposed purchase agreements submitted by Potential Bidders likely will provide that the assumption and assignment of the Assumed Contracts is integral to, and inextricably integrated in, any proposed Sale Transaction. ***Finally,*** the Assumed Contracts will be assumed and assigned through the process approved by the Court pursuant to the Bidding Procedures Order and, thus, will be available for review by key constituents in these chapter 11 cases.

44. Moreover, the Debtors submit that the statutory requirements of section 365(b) will be promptly satisfied because (a) each Bid must provide for the payment of all Cure Payments, (b) the Assumption and Assignment Procedures (once approved) provide a clear process by which to resolve disputes over Cure Payments or other defaults, (c) the Debtors will evaluate the financial wherewithal of Potential Bidders to ensure that they can demonstrate adequate assurance of future performance, and (d) the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge proposed Cure Payments or the ability of the Successful Bidder to provide adequate assurance of future performance.

45. The Debtors believe that the Assumption and Assignment Procedures are fair and reasonable, provide sufficient notice to parties to the Executory Contracts and Unexpired Leases, and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtors request that the Court approve the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

V. The Sale Transaction(s) and the Debtors' Entry into One or More Asset Purchase Agreements Should be Approved as an Exercise of Sound Business Judgment.

46. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification.") (citation omitted); *Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a good business reason).

47. The business judgment rule shields a debtor's decisions from judicial second-guessing. Once a debtor articulates a valid business justification, the business judgment rule "is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company." *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill. 1995) (citations omitted); *In re Filene's Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.") (citations omitted); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[A] presumption of reasonableness attaches to a debtor's management decisions."). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

48. Generally, courts in the Third Circuit have applied four factors in determining whether a sale of a debtor's assets should be approved: (a) whether a sound business purpose exists for the sale; (b) whether the proposed sale price is fair; (c) whether the debtor has provided adequate and reasonable notice; and (d) whether the buyer acted in good faith. *See In re Summit Glob. Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *9 (Bankr. D.N.J. Mar. 26, 2008) (citing *In re Exaeris, Inc*., 380 B.R. 741, 744 (Bankr. D. Del. 2008)); *see also In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 149–50 (3d Cir. 1986) (noting that the element of "good faith" is of particular importance in the Third Circuit); *In re Delaware & Hudson Ry.*, 124 B.R. 169, 176 (D. Del. 1991) ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

A. A Sound Business Purpose Exists for the Sale Transaction(s).

49. The Sale Transaction(s) are supported by a sound business purpose—maximizing the value of the Debtors' estates. As previously discussed, it is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold, as the best way to determine value is exposure to the market. *See 203 N. LaSalle St. P'ship*, 526 U.S. at 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 ("[I]t is worth noting that a [section] 363(b) sale transaction does not require an auction procedure. The auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction."). Consequently, the ultimately successful bid, after being subject to a "market check" in the form of the Auction, will constitute, in the Debtors' business judgment, the highest or otherwise best offer for the Assets and will provide a greater recovery for their estates than any known or practicably available alternative. *See, e.g., In re*

Trans World Airlines, Inc., No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "[section] 363(b) sale transaction does not require an auction procedure[,] [t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

50. As noted above, prior to the Bid Deadline, Cascadia will continue to market the Assets, discuss bids with parties that have already been in the process, and solicit offers consistent with the Bidding Procedures. The Debtors will provide Acceptable Bidders with data room access and requested information, and Cascadia will otherwise assist the Debtors with all efforts to increase transaction value. The Debtors will submit additional evidence at the Sale Hearing if necessary to support the results of this process. All of these considerations, together, support the Debtors' pursuit of a Sale Transaction pursuant to the Bidding Procedures.

51. The Debtors' determination to sell the Assets through the competitive process outlined in the Bidding Procedures and subsequently to enter into a purchase agreement with the Successful Bidder is a valid and sound exercise of the Debtors' business judgment. Therefore, the Debtors request that the Court make a finding that the proposed sale of the Assets is a proper exercise of the Debtors' business judgment and is rightly authorized.

B. Adequate and Reasonable Notice of the Auction and Sale Transactions Will Be Provided.

52. The Auction Notice: (a) will be served in a manner that provides parties in interest notice of the date, time, and location of the Sale Hearing; (b) informs parties in interest of the deadlines for objecting to the Sale Transaction(s) or the assumption and assignment of the Executory Contracts and Unexpired Leases; and (c) otherwise includes all information relevant to parties interested in or affected by the Sale Transaction(s). Significantly, the form and manner of

the Auction Notice will have been approved by this Court pursuant to the Bidding Procedures Order after notice and a hearing before the Auction Notice is served on parties in interest.

C. The Sale Transaction(s) Have Been Proposed in Good Faith Without Collusion, and the Successful Bidder Is a "Good-Faith Purchaser."

53. The Debtors request that the Court find the Successful Bidder is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the sale of Assets. Section 363(m) of the Bankruptcy Code provides, in pertinent part, that:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

54. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." *See id*. While the Bankruptcy Code does not define "good faith," courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g., In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)) ("Typically, the misconduct that would destroy a [buyer's] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders."); *In the Matter of Andy Frain Services, Inc.*, 798 F.2d 1113 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608,

610 (S.D.N.Y. 1988) (same) *abrogated on other grounds, Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380 (1993).

55. The Debtors submit that the Successful Bidder will be a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and that the Stalking Horse APA, if any, or the Form APA, and any marked versions thereof, would be a good-faith, arms'-length agreement entitled to the protections of section 363(m) of the Bankruptcy Code.[7]

56. ***First,*** as set forth in more detail above, the consideration to be received by the Debtors from a Successful Bidder will be substantial, fair, and reasonable. ***Second,*** any sale agreement with a Successful Bidder will be the culmination of a competitive Auction process in which all parties will be represented by counsel and all negotiations will be conducted on an arm's-length, good-faith basis. ***Third,*** there is no indication of any "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders," or similar conduct that would cause or permit the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code. *Abbotts Dairies of Pennsylvania*, 788 F.2d at 147 (citing *Rock Indus. Mach. Corp.*, 572 F.2d at 1198). With respect to potential bidders, the Bidding Procedures are designed to ensure that no party is able to exert undue influence over the process. ***Finally***, any Bids that the Debtors ultimately determine to be Successful Bids will have been evaluated and approved by the Debtors in consultation with their advisors and the Consultation Parties. Accordingly, the Debtors believe that the Successful Bidder, if any, and any purchase

[7] The Debtors believe that a finding of good faith within the meaning of section 363(m) of the Bankruptcy Code will be appropriate for any Successful Bidder. Pursuant to the Bidding Procedures, any Successful Bidder will have had to present a proposal in accordance with the Bidding Procedures. In addition, the Debtors will not choose as the Successful Bidder or Back-Up Bidder any entity whose good faith under section 363(m) of the Bankruptcy Code can reasonably be doubted and will be prepared to present the Court with sufficient evidence to allow the Court to find that the "good faith" standard of section 363(m) of the Bankruptcy Code has been satisfied.

agreement associated with a Successful Bid should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

D. The Sale Transaction(s) Should be Approved "Free and Clear" under Section 363(f) of the Bankruptcy Code.

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

58. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors' sale of the Assets free and clear of all encumbrances, except with respect to any interests that may be assumed liabilities under the applicable purchase agreement. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 354 (E.D. Pa. 1988) (holding that a sale "free and clear" may be approved provided the requirements of at least one subsection are met).

59. The Debtors submit that, to the extent that any interest in the Assets will not be an assumed liability, any such interest in the Assets satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, and any such interest will be adequately protected by either being paid in full at the Closing, or by having it attach to the net proceeds of such Sale Transaction(s), subject to any claims and defenses the Debtors may possess with respect thereto. The Debtors accordingly request authority to convey the Assets to the Successful Bidder

arising from the Auction, if any, free and clear of all encumbrances, with any such encumbrances to attach to the proceeds of the applicable Sale Transaction.

Relief Under Bankruptcy Rules 6004(h) and 6006(d) Is Appropriate

60. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." Additionally, Bankruptcy Rule 6006(d) provides that an "order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen (14) day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

61. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the fourteen (14) day stay period, the leading treatise on bankruptcy suggests that the fourteen (14) day stay should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to procedure." 10 *Collier on Bankruptcy* 6004.10 (15th rev. ed. 2006). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

62. To maximize the value received for the Assets, the Debtors seek to close the Sale Transaction(s) as soon as possible after a hearing on the Sale Order. Accordingly, the Debtors hereby request that the Court waive the fourteen (14) day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Disclosures Under Local Rule 6004-1

63. Local Rule 6004-1 requires, among other things, that a debtor include the "material terms of the proposed sale" in a sale motion. As set forth in this Motion, the Debtors and their professionals are in the midst of marketing the Assets, the continuation of a process that began almost two months ago. Nevertheless, the Debtors do not, as yet, have a signed agreement. Moreover, because the Debtors continue to negotiate with parties in interest, they cannot, as yet, identify, with any reasonable specificity, the terms of the sale or sales of some or all of the Assets. Accordingly, the Debtors are unable, at this time, to make the disclosures required under Local Rule 6004-1. In the event the Debtors secure one or more Stalking Horse Bidder(s), the Debtors will file a Stalking Horse Agreement and make the requisite disclosures.

Request for Waiver of Stay

64. To the extent that the relief sought in this Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their business and preserve the value of their estates.

Reservation of Rights

65. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates 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; (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; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

No Prior Request

66. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

67. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) 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; (i) the parties that have expressed interest in purchasing the Assets; and (j) any party that

has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors request that the Court enter an order in the form submitted herewith granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Proposed Bidding Procedures 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) (Joint Administration Requested)

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 (20), is **ORDERED**.

[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.

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 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) 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 within two (2) business days of 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.

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 within five (5) business days' of 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 within five (5) business days' of 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, any information officer appointed by the Canadian Court in the Canadian Proceedings and any other parties as the Debtors, in consultation with the Consultation Parties, may determine in their reasonable discretion, in each case, along with their representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will 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**. As soon as reasonably practicable upon the conclusion of the Auction, if any (or, if no Auction is held, the Bid Deadline), the Debtors shall file a Notice of Successful Bidder.

12. **Sale Objection Deadline**. 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 5:00 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 nothing in this Bidding Procedures Order or the Bidding Procedures shall (i)

constitute, or be deemed to constitute, the consent of the Prepetition Agents or any agent under a postpetition financing facility to a sale of any Assets free and clear of the 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 a time to be announced, subject to Court availability, or as soon thereafter as the Debtors may be heard, is the date and time for the hearing for the Court to 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. 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. As soon as reasonably practicable following the entry of this Bidding Procedures Order, the Debtors will cause the Auction Notice to be served upon the parties that received notice of the Motion. In addition, as soon as practicable 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 and all parties in interest will be permitted to attend; 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.

20. 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**. As soon as reasonably practicable upon 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 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. 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, and (iv) the Sale Objection Deadline; *provided*, however, that service of an Assumption Notice shall not constitute an admission that any Executory Contracts and Unexpired Leases listed thereon is an executory contract 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.

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, (ii) compensate the applicable Contract or Lease Counterparties for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the Executory Contract or Unexpired Lease by the Debtors and the assignment of such Executory Contract or Unexpired Lease to the Successful Bidder, constitute adequate assurance of future performance thereof.

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**. Objections, if any, to the proposed assumption and assignment or the Cure Payment proposed with respect thereto, 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 14, 2026, at 5:00 p.m., prevailing Eastern Time, or the deadline set forth in a Supplemental Assumption Notice, as applicable**. The Debtors may modify the Sale Objection Deadline and the deadline set forth in a Supplemental Assumption Notice by filing a notice of such modification with the Court.

e. **Dispute Resolution**. In the event that the Debtors and a Contract or Lease Counterparty cannot resolve an objection to a Cure Payment, the Executory Contract or Unexpired Lease at issue may be assumed by the Debtors and assigned to the Successful Bidder; *provided* that the Debtors shall segregate the Cure Payment that the Contract or Lease Counterparty asserts is required to be paid, pending a resolution of the dispute by the Court or mutual agreement by the parties. If an objection to the proposed assumption and assignment of a contract or related Cure Payment proposed in connection with any Sale Transaction remains unresolved as of the Sale Hearing, the Debtors shall seek a hearing before this Court to determine such Cure

Payments, if any, and approve the assumption of the applicable Executory Contracts or Unexpired Leases.

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, at the request of the applicable Executory Contract or Unexpired Lease counterparty, provide evidence to such Executory Contract or Unexpired Lease counterparty that the proposed assignee has the 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. All Bidders are deemed to consent to the transmission of such evidence of adequate assurances of future performance on a confidential basis to counsel for the applicable Executory Contract or Unexpired Lease counterparties via e-mail with such information to be used only for purpose of assessing the applicable Bidder.

23. 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.

24. 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 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).

25. 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.

26. 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.

27. 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.

28. The Debtors may modify any Good Faith Deposit as necessary or appropriate, based on the Assets being sold.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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) (Joint Administration Requested)

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").

II. Public Announcement of the Auction.

As soon as reasonably practicable 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 that received notice of the Bidding Procedures Motion; (b) post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP; and (c) 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.

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"):

Motion") filed contemporaneously herewith, or in the Bidding Procedures Order, as applicable.

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.

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

[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.

(the "Executory Contracts") and unexpired leases (the "Unexpired Leases") proposed to be assumed by the Debtors and assigned to the Acceptable Bidder;

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"). 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) agree 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, 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 Court's 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") (i) 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 within two business days of 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.

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, Qualified Bidders, the Consultation Parties, the U.S. Trustee, if applicable, any information officer appointed by the Canadian Court in the Canadian Proceedings, and such parties' representatives and advisors may attend 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 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 purchaser 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. 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 without further order of the Court (or Canadian Court, if applicable). 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.

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.

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 5:00 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 Sale 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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- and -

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- and -

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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) (Joint Administration Requested)

[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. **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 U.S. Trustee, the Qualified Bidders, the Consultation Parties, any information officer appointed by the Canadian Court in the Canadian Proceedings, and any other parties as the Debtors, in consultation with the Consultation Parties, may determine in their reasonable discretion, in each case, along with their representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will be entitled to make Overbids (as defined in the Bidding Procedures) at 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

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

(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) and any objections to proposed cure payments or the assumption and assignment of Executory Contracts or Unexpired Leases, 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 5:00 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).

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

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/ DRAFT

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Proposed Co-Counsel to Debtors and Debtors in Possession

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) (Joint Administration Requested)

[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, upon approval of any Sale Transaction. 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 if you disagree with the proposed Cure Payment, object to a proposed 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 Contract, 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 14, 2026, at 5:00 p.m. (prevailing Eastern Time) (the "Sale 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

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

(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 modify the Sale Objection Deadline by filing a notice of such modification on the Court's docket.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) 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 by the Sale Objection Deadline, 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 any objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease or related Cure Payments in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing shall be heard at a later date as may be fixed by the Court.

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/ DRAFT

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Exhibit A

Schedule of Assumed and Assigned Executory Contracts and Unexpired Leases

THIS IS **EXHIBIT "P"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of an interim order (the "Interim Order," attached hereto as **Exhibit A**) and final order (the "Final Order"), to be filed in connection herewith, granting the following relief:

- ***DIP Facilities***: Authorizing the applicable Debtors to enter into (i) an up to $166,000,000 senior secured superpriority debtor in possession asset-based revolving credit facility (the "DIP ABL Facility") under the DIP ABL Credit Agreement attached as **Exhibit B** to this Motion (the "DIP ABL Credit Agreement"), with Wells Fargo Bank, National Association as administrative and collateral agent (the "DIP ABL Agent"), and (ii) an up to $116,000,000 senior secured superpriority debtor in possession term loan credit facility (the "DIP Term Facility" and, together with the DIP ABL Facility, the "DIP Facilities") with Crystal Financial LLC d/b/a SLR Credit Solutions as agent (the "DIP Term Agent" and, together with the DIP ABL Agent, the "DIP Agents"), under the DIP Term Credit Agreement attached as **Exhibit C** to this Motion (the "DIP Term Credit Agreement" and, together with the DIP ABL Credit Agreement, the "DIP Credit Agreements");

- ***Cash Collateral***: Authorizing the Debtors to use the proceeds of the DIP Facilities and the prepetition collateral of the Debtors' prepetition secured lenders, including cash collateral, subject to the terms of each DIP Facility's definitive documentation;

- ***DIP Liens***: Authorizing liens on the DIP Collateral under sections 364(c)(2), 364(c)(3)

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms not defined in this Motion have the meanings ascribed to them in the Interim Order or, if not defined therein, in the applicable DIP Credit Agreement.

and 364(d), subject to the Carve Out, the CCAA Priority Charges, permitted prior liens, and the relative priorities in the Interim Order's Lien Priority Annex;

- ***DIP Superpriority Claims***: Granting the DIP ABL and DIP Term Credit Parties superpriority administrative expense claims for their respective DIP Obligations, subject to the Carve Out, the CCAA Priority Charges, the ICA, and the relative priorities set forth in the Lien Priority Annex;

- ***Adequate Protection***: Granting adequate protection to the agents and lenders under the Prepetition ABL Facility and Prepetition Term Loan Facility (such lenders, collectively, the "Prepetition Lenders" and, together with the agents, the "Prepetition Credit Parties"), including liens and claims to the extent of postpetition diminution in value of their interests in Prepetition Collateral, subject to the Carve Out, the CCAA Priority Charges, the ICA, and the relative priorities set forth in the Lien Priority Annex;

- ***Automatic Stay***: Vacating and modifying the automatic stay imposed by section 362 of title 11 of the United States Code (the "Bankruptcy Code"), to the extent necessary to implement and effectuate the terms and provisions of the agreements, documents, and instruments delivered or executed in connection with the DIP Facilities (collectively, the "DIP Loan Documents" or "DIP Documents");

- ***Prepetition Debt Refinancing***: Approving (i) upon interim approval, the application of ABL collateral proceeds to prepetition ABL obligations, treatment of existing letters of credit and bank products as DIP obligations, $16,000,000 in aggregate principal amount of new-money DIP Term Loans to be used primarily to pay down Prepetition Revolving Loans, the roll-up of $16,000,000 of prepetition term loan principal, and the payment of certain accrued prepetition interest, fees and expenses, and (ii) upon final approval, the full refinancing of remaining prepetition ABL and term obligations into obligations under the applicable DIP Facility;

- ***Final Hearing***: Scheduling a final hearing (the "Final Hearing") to consider final approval of the DIP Facilities, the Debtors' use of cash collateral, and the other relief requested in this motion on a final basis, and approving the form of notice with respect to the Final Hearing; and

- ***Immediate Effectiveness***: Waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order and providing for the immediate effectiveness of the Interim Order.

The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, rules 2002, 4001 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 4001-3 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Concise Statement Pursuant to Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-3

5. The table below contains a summary of the material terms of the proposed DIP Facilities, together with references to the applicable sections of the DIP Loan Documents or other relevant source documents, as required by Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-3.[3]

[3] The summaries contained in this motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in the following summary chart but not otherwise defined have the meanings ascribed to them in the DIP Loan Documents or the Interim Order, as applicable.

Applicable Disclosure / Rule	Summary of Material Terms
Parties and facilities Bankruptcy Rule 4001(c)(1)(B)	THE CHILDREN'S PLACE, INC. ("TCP") is lead borrower while the remaining Debtors are borrowers or guarantors as specified in the DIP Loan Documents. Wells Fargo Bank, N.A. is administrative and collateral agent under the DIP ABL Facility. Crystal Financial LLC d/b/a SLR Credit Solutions is administrative and collateral agent under the DIP Term Facility. DIP ABL Credit Agreement, preamble; DIP Term Credit Agreement, preamble; Interim Order, introductory clauses (i)–(ii), ¶ 2.
Commitments and availability (including borrowing base formula) Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(A)	ABL commitment: $166,000,000 and estimated initial net availability (based on current borrowing base estimates) of approximately $11,000,000. The Canadian Revolving Credit Ceiling is $16,000,000. The LC sublimit is $20,000,000, including a $1,000,000 Canadian LC sublimit; both the U.S. and Canadian swing line sublimits are zero. DIP ABL Credit Agreement § 1.01 ("Aggregate Revolving Commitments," "Canadian Revolving Credit Ceiling," "Letter of Credit Sublimit," "Canadian Letter of Credit Sublimit," "U.S. Swing Line Sublimit," "Canadian Swing Line Sublimit"). ABL capacity is the lesser of commitments and the aggregate borrowing base, subject to separate U.S./Canadian caps and outstanding exposure. The bases generally comprise 90% of eligible card receivables; 90% of eligible trade receivables net of reserves; and eligible inventory cost, net of reserves, multiplied by the Inventory Advance Rate of net orderly liquidation value. The Inventory Advance Rate is 90% multiplied by 100% multiplied by the inverse of the projected prevailing discount for the following week, as determined by the DIP ABL Agent in its reasonable discretion. In-transit inventory is included, subject to a 25% cap measured against the Revolving Loan Cap without giving effect to the Term Loan Pushdown Reserve (U.S.) or the lesser of the Canadian base and Canadian ceiling (Canada). Warehoused inventory is capped at the lesser of 10% of that applicable cap and $40 million (U.S.) / $4 million (Canada). Availability Reserves, including Carve Out, Canadian Charge and augment-merchandise reserves, reduce availability under the bases; the Term Loan Pushdown Reserve further reduces availability under the aggregate base. DIP ABL Credit Agreement § 1.01 ("U.S. Revolving Borrowing Base," "Canadian Revolving Borrowing Base," "Inventory Advance Rate," "Aggregate Revolving Borrowing Base," "Revolving Loan Cap," "Availability Reserves," "Term Loan Pushdown Reserve"), §§ 2.01, 4.02; Interim Order ¶ 3. Both DIP Facilities require minimum Excess Availability. The DIP ABL Facility requires at least the greater of 10% of the Global Line Cap and $35,000,000 at all times. The DIP Term Facility requires $35,000,000, reduced cumulatively by 50% of cash Net Proceeds actually received from Term Agent-approved dispositions of Intellectual Property or Real Estate, subject to a zero floor. The term step-down does not reduce the ABL minimum. DIP ABL Credit

Applicable Disclosure / Rule	Summary of Material Terms
	Agreement § 7.19; DIP Term Credit Agreement § 7.19. Term commitment: $116,000,000, including $16,000,000 of new money funded on the Closing Date. The DIP Term Credit Agreement also provides for a $16,000,000 interim roll-up and conversion of the remaining prepetition term principal upon entry of the Final Order, in each case, on a cashless basis. The DIP Term Facility is non-revolving; principal repaid or prepaid may not be redrawn. DIP Term Credit Agreement § 1.01 ("Commitments," "Initial DIP Term Loan," "DIP Term Loan"), § 2.01(a).
Closing and borrowing conditions Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(B)	Both DIP Facilities condition initial funding on executed loan/security documents, an updated borrowing base certificate dated November 6, 2026, payment of required DIP/prepetition fees and expenses, acceptable first-day and cash-management orders, an effective Interim Order, an approved budget and variance-report form, effective documentation for the other DIP Facility, no disqualifying Material Adverse Effect or litigation (subject to the stated bankruptcy-related exceptions), completion of closing-date Milestones, an effective approved Specified Liquidation Agreement, and no appointed or pending expanded-power trustee/examiner. DIP ABL Credit Agreement § 4.01; DIP Term Credit Agreement § 4.01. The DIP ABL Facility additionally requires contemporaneous receipt of a principal payment of at least $15,000,000 from DIP Term Loan proceeds. Subsequent ABL extensions require accurate representations, no Default, a borrowing request, compliance with availability/interim caps and the approved budget, and effective applicable U.S. and Canadian orders, subject to the Carve Out funding exception. DIP ABL Credit Agreement §§ 4.01(q), 4.02; Interim Order ¶ 8, Ex. C(c). The DIP Term Facility additionally requires effective DIP ABL Documents providing commitments of at least $166,000,000. DIP Term Credit Agreement § 4.01(q).
Uses; cash collateral and duration Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B); Local Rule 4001-3(a)(2)(A)	Cash collateral of the Prepetition ABL and Term Secured Parties and proceeds of both DIP Facilities fund budgeted operations, case administration, costs, fees and expenses of the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), permitted prepetition payments, financing costs and adequate protection until termination, subject to the applicable DIP Documents and Orders. Use during a remedies period is restricted. Both DIP Facilities expressly permit funding and payment of the Carve Out and repayment or refinancing (including on a cashless basis) of the applicable Prepetition Obligations as provided in the Orders. Of the $16,000,000 of new-money interim DIP Term Loans, $15,000,000 is to be used to pay down Prepetition Revolving Loans. Collections of proceeds of ABL collateral are applied first to repay prepetition ABL obligations. Interim Order ¶¶ F(xiii), I(v), I(viii), 9–10, 23, 27, 30; DIP ABL Credit Agreement §§ 2.05, 4.01(q), 6.11, 6.13; DIP Term Credit

Applicable Disclosure / Rule	Summary of Material Terms
	Agreement §§ 6.11, 6.13. Both DIP Facilities require daily sweeps into controlled Concentration Accounts that are used to repay loan obligations, subject to the terms of the agreements. The Loan Parties have no withdrawal right from Concentration Accounts. DIP ABL Credit Agreement § 6.13(b)–(c), (e); DIP Term Credit Agreement § 6.13(b)–(c), (e).
Roll-up / prepetition debt elevation Bankruptcy Rule 4001(c)(1)(B)(i)–(ii); Local Rule 4001-3(b)(2)(D), (c)(2)	Upon entry of the Interim Order, collections reduce prepetition ABL debt, existing letters of credit/bank products become DIP ABL Obligations, and $16,000,000 of prepetition term loan principal is rolled up into DIP Term Facility. In addition, $15,000,000 of new-money interim DIP Term Loans is used to pay down Prepetition Revolving Loans. Accrued prepetition interest, fees, expenses, and other sums due and payable in respect of the Revolving Loans and Prepetition Term Loans are paid in cash on the Closing Date. Upon entry of the Final Order, any remaining Prepetition ABL Secured Obligations are refinanced into DIP Revolving Loans and any remaining Prepetition Term Secured Obligations are refinanced into DIP Term Obligations, subject in each case to preserved Challenge rights. Interim Order ¶¶ I(vii)–(viii), 4, 23, 43.
Interest Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(C)	**ABL Interest**: Applicable base rate plus 3.50%. The SOFR adjustment is 0%, with a 0% floor. Overdue amounts bear interest at the Default Rate; other continuing Events of Default permit default-rate interest following notice; the Default Rate generally adds 2% to the otherwise applicable rate. DIP ABL Credit Agreement § 1.01 ("Applicable Margin," "Adjusted Term SOFR," "Adjusted Term CORRA," "Term SOFR Adjustment," "Term CORRA Adjustment," "Floor," "Default Rate"), § 2.08(a)–(e); Interim Order ¶ 2. **Term Interest:** Three-month Term SOFR, determined for each monthly Interest Period, plus 8.25%, with a 2.00% SOFR floor. Interest is computed on a 360-day year and payable in arrears on the first day of each calendar month, on prepayment as to principal prepaid, and on the Termination Date. Overdue amounts bear interest at the Default Rate; other continuing Events of Default permit default-rate interest following notice; the Default Rate adds 2% to the otherwise applicable rate. DIP Term Credit Agreement § 1.01 ("Applicable Margin," "Term SOFR," "Floor," "Interest Period," "Interest Payment Date," "Default Rate"), §§ 2.02(a), 2.08(a)–(e), 2.10(a).
Fees and expenses Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(C)	**ABL Fees**: unused-line fee of 0.375% per annum where average daily unused commitments for the immediately preceding quarter are no more than 50% of commitments, and 0.250% where they exceed 50%, payable monthly in arrears. Commercial LC fees: 1.75% per annum; standby LC fees: 3.50% per annum, subject to default-rate increases. LC fronting fee: 0.125% per annum, plus customary issuer charges. Additional fees are payable as specified in the Fee Letters. DIP ABL

Applicable Disclosure / Rule	Summary of Material Terms
	Credit Agreement § 1.01 ("Applicable Commitment Fee Percentage," "Applicable Margin"), §§ 2.03(l)–(m), 2.09. **Term Fees**: Fees are payable in the amounts and at the times specified in the Fee Letter, and are fully earned when paid and are nonrefundable. DIP Term Credit Agreement § 2.09. Reasonable documented lender/agent professional expenses are payable without fee applications, subject generally to invoice delivery to the U.S. Trustee/committee and a 10-day objection period; closing-date payments are excepted from prior invoice delivery. DIP ABL Credit Agreement § 10.04(a); Interim Order ¶¶ 2, 36.
Maturity and termination Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B); Local Rule 4001-3(c)(3)	ABL maturity is the earliest of January 29, 2027, a plan effective date in any Case, the closing of a sale of all or substantially all Loan Party assets, 30 days after the Petition Date if the Final Order has not been entered, or dismissal/conversion of any Case. Borrowing availability ends on maturity or earlier termination of commitments. DIP ABL Credit Agreement § 1.01 ("Maturity Date," "Availability Period"). Term maturity is the earliest of March 1, 2027, a plan effective date in any Case, the closing of a sale of all or substantially all Loan Party assets, 30 days after petition if the Final Order has not been entered, or dismissal/conversion of any Case. Acceleration may lead to earlier termination of either facility. DIP ABL Credit Agreement § 1.01 ("Maturity Date," "Termination Date"); DIP Term Credit Agreement § 1.01 ("Maturity Date," "Termination Date"), § 2.07; Interim Order ¶ 30.
Collateral, priorities and existing liens Bankruptcy Rule 4001(c)(1)(B)(i) Local Rule 4001-3(c)(1)	Liens cover substantially all assets, subject to stated exclusions, Carve Out, the CCAA Priority Charges, permitted prior liens and separate ABL/Term collateral waterfalls under the ICA. Superpriority claims have the allocation specified in the Lien Priority Annex. No property-level funding limitation is proposed. Interim Order ¶¶ 5–7, Ex. A; DIP ABL Credit Agreement § 6.28.
Avoidance actions Bankruptcy Rule 4001(c)(1)(B)(xi); Local Rule 4001-3(c)(8)	Collateral granted on an interim basis includes proceeds, recoveries and settlements of § 549 actions to recover postpetition transfers of DIP Collateral. Subject to entry of the Final Order, collateral also includes proceeds of Avoidance Actions under applicable provisions of the Bankruptcy Code, including chapter 5 and § 724(a). Interim Order ¶ 5(a)(d)–(e).
Adequate protection Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B)(ii); Local Rule 4001-3(a)(2)(B), (c)(1)–(2)	As adequate protection for diminution in value, the Prepetition Secured Parties receive replacement liens and § 507(b) superpriority administrative claims, in each case subject to the Carve Out, the CCAA Priority Charges, the ICA, and the Lien Priority Annex, as well as payments of principal and interest due (at the default rate) on remaining Prepetition Secured Obligations and reasonable documented fees and

Applicable Disclosure / Rule	Summary of Material Terms
	expenses. Specified prepetition indemnification costs are payable as they arise, subject to the applicable Prepetition Documents, invoice-review procedures, preserved objections and Court resolution of disputed claims. Interim Order ¶¶ 11–15, 17, 36, Ex. A.
Carve Out and investigation funding Bankruptcy Rule 4001(c)(1)(B)(v), (viii); Local Rule 4001-3(c)(5), (9)	The Carve Out includes allowed unpaid pre-trigger fees and disbursements of Case Professionals, including specified Canadian professionals, the Information Officer and its counsel, subject to application of retainers and the applicable Court or Canadian Supplemental Order requirements. Post-trigger professional fees and disbursements are subject to an aggregate $1,500,000 Wind Down Carve Out Amount. Statutory and Clerk fees are separately covered and are not limited by the Budget. Pre-trigger escrow funding is permitted weekly at the greater of budgeted unpaid fees and reported actual unpaid fees; a professional failing to submit a timely Weekly Statement is subject to the applicable budget limitation. Following a Carve Out Trigger Notice, the Carve Out is funded without duplication of amounts already escrowed. Interim Order ¶¶ 40–42. Committee investigation funding is limited to $50,000 in the aggregate and may only be used to investigate (not prosecute or challenge) the Prepetition Liens and Prepetition Secured Obligations, subject to the Final Order. Interim Order ¶ 41.
Budget and variance covenants Bankruptcy Rule 4001(c)(1)(B)	Both DIP Facilities require a 13-week budget, updated every fifth week, and weekly variance reporting to the applicable DIP Agent. DIP ABL Credit Agreement §§ 6.24–6.25; DIP Term Credit Agreement §§ 6.24–6.25; Interim Order ¶¶ 19–20. Both DIP Facilities' variance tests require operating receipts of at least 85% of budget; operating disbursements of no more than 110% of budget, subject to the professional-fee exclusions specified in the applicable agreement; and cumulative Case Professional fees and expenses of no more than 115% of budget. Tests commence December 5, 2026 and are measured weekly on Saturday, initially over four weeks and thereafter over rolling three-week periods for receipts and operating disbursements, and cumulatively from the Petition Date for Case Professional fees and expenses. DIP ABL Credit Agreement § 7.20(a)–(c); DIP Term Credit Agreement § 7.20(a)–(c). The DIP Term Facility additionally requires cumulative Total Net Cash Flow to be no more than $10,000,000 below Budgeted Net Cash Flow, with the specified lender-professional-fee exclusion; the revised DIP ABL Credit Agreement does not contain that additional test. DIP Term Credit Agreement § 7.20(a)(iv), (b).
Defaults; management and personnel Bankruptcy Rule	Both DIP Facilities include payment/covenant breaches, misrepresentations and cross-defaults. Additional defaults under both include challenges to DIP/prepetition documents or liens by a Loan Party or other Person (each agreement § 8.01(l)); a Loan Party's

Applicable Disclosure / Rule	Summary of Material Terms
4001(c)(1)(B); Local Rule 4001-3(c)(3)(A)–(F)	trustee/expanded-examiner motion (each agreement § 8.01(t)(vi)), or appointment not reversed/vacated within 30 days, absent consent, with separate acquiescence language (each agreement § 8.01(t)(ii)); stay relief permitting foreclosure on assets over $500,000 aggregate or other action with a Material Adverse Effect (each agreement § 8.01(v)); unauthorized financing/plans, adverse order changes, milestone failures and sale/liquidation defaults (each agreement § 8.01(t), (u), (w)–(y), (aa), (dd)–(ee)), subject to the applicable exceptions; and loss or material impairment of Material Intellectual Property, subject to § 6.06 (each agreement § 8.01(o)). Failure to comply with Canadian Operating Account restrictions is an immediate Event of Default under both facilities. DIP ABL Credit Agreement § 6.13(l); DIP Term Credit Agreement § 6.13(m). Failure of the ABL Agent to maintain a required Term Loan Pushdown Reserve is an additional term default. DIP Term Credit Agreement § 8.01(ff). Both agreements require retention of named advisors and co-CROs; termination or material role reduction requires the applicable Agent's consent, except for an acceptable replacement. DIP ABL Credit Agreement § 6.26; DIP Term Credit Agreement § 6.26; Interim Order ¶¶ 30–31, 33. Both facilities require weekly Friday lender/advisor calls (or more frequently on reasonable request), subject to bidder-related confidentiality protections. DIP ABL Credit Agreement § 6.26(d); DIP Term Credit Agreement § 6.26(d). The DIP ABL Facility additionally requires separate weekly calls with the Financial Advisor and Approved Liquidator. DIP ABL Credit Agreement § 6.30.
Change of Control Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(10)	Both DIP Facilities provide for a Change of Control default if (i) a non-Permitted Holder/noncontrolled group acquires at least 25% of TCP's voting equity; (ii) TCP ceases to own 100% of another Loan Party, except through a permitted transaction, or that ownership is encumbered beyond permitted liens; (iii) TCP has fewer than one qualifying independent director; or (iv) a change-of-control event occurs under the other DIP Facility. DIP ABL Credit Agreement § 1.01 ("Change of Control," "Permitted Holders"), § 8.01(m); DIP Term Credit Agreement § 1.01 ("Change of Control," "Permitted Holders"), § 8.01(m); Interim Order ¶ 31(b).
Stay modification and remedies Bankruptcy Rule 4001(c)(1)(B)(iv), (v), (viii); Local Rule 4001-3(c)(3), (5)	Stay relief is granted to implement the financing and lien perfection. Subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), after a Termination Declaration, remedies become available following three business days, and cash use is restricted during that period. Lenders receive royalty-free IP/location access for realization. Interim Order ¶¶ 10, 21–22, 30, 33; DIP ABL Credit Agreement § 8.02.

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Milestones and sale controls Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(3), (4)(A)–(B), (5)	Proposed milestones include: interim DIP and cash-management relief by Nov. 10; final cash-management relief by Nov. 30; final DIP/CRO-retention orders by Dec. 8, 2026, a motion seeking to extend lease assumption/rejection period to 210 days from the Petition Date to be filed by Nov. 20, with an order extending the assumption/rejection period to 210 days from the Petition Date by Dec. 18. Sale-related milestones include bid procedures entered by Nov. 10, a bid deadline of Dec. 10, an auction date of Dec. 14, a sale hearing on Dec. 17, and closing by Dec. 31, 2026. The Debtors must complete the auction and select acceptable winning and back-up bidders by Dec. 14, subject to the required consents. Both DIP Facilities restrict amendments or waivers of the Purchase Agreement and Specified Liquidation Agreement, changes to the going-out-of-business character of Store sales, removal of Stores from the closing process and sale of covered assets through Amazon, absent the reasonable consent of the applicable DIP Agent or order-based permission. Both facilities also require Agent consent to reject real-property leases outside the specified Store-closing process and consultation regarding assumption/rejection plans. DIP ABL Credit Agreement §§ 6.18(b), 7.12; DIP Term Credit Agreement §§ 6.18(b), 7.12. Liquidation-related milestones include interim approval of the Specified Liquidation Agreement authorizing continuation of Specified Store Closing Sales by Nov. 10, 2026, with a final approval deadline of Dec. 8. Canadian Recognition Proceedings must be commenced, with applications for the Canadian Initial Recognition Order, Canadian Supplemental Order and Canadian Interim DIP Recognition Order, within two Business Days after entry of the Interim Order; those orders must be obtained within seven Business Days after its entry. The Canadian Final DIP Recognition Order motion must be served and filed within two Business Days after entry of the Final Order, and the order obtained within seven Business Days after its entry, subject to the Canadian Court's availability. Interim Order ¶ 32, Ex. C(a)–(c); DIP ABL Credit Agreement § 6.23, Sch. 6.23.
Stipulations, releases and challenge period Bankruptcy Rule 4001(c)(1)(B)(iii), (viii); Local Rule 4001-	Debtors immediately stipulate to amount and validity of prepetition claims/liens, that Debtors are in default under the prepetition loan agreements, and release claims related to those financings; other parties are bound absent an authorized, timely, successful challenge. Deadline: 60 days after committee formation, or 75 days after interim-order entry if no committee is formed, subject to extensions. Interim Order ¶¶ F(i)-

Applicable Disclosure / Rule	Summary of Material Terms
3(c)(5), (7)	(xvi), 43.
Indemnities / liability limitations Bankruptcy Rule 4001(c)(1)(B)(ix)	The Debtors shall indemnify the DIP ABL, DIP Term Agents and their Related Parties in accordance with the applicable DIP Credit Agreements. The DIP ABL Credit Agreement provides transaction-related indemnities subject to its exceptions for gross negligence, willful misconduct and bad faith. DIP ABL Credit Agreement § 10.04(b); Interim Order ¶¶ 15, 36–37, 48.
Statutory waivers / perfection Bankruptcy Rule 4001(c)(1)(B)(vii), (x); Local Rule 4001-3(c)(5)–(6)	Liens granted under the DIP are automatically perfected upon entry of an Interim Order without ordinary filings/control requirements, with permitted filings relating back to petition. § 506(c) surcharge, § 552(b) equities-of-the-case, and marshaling waivers granted upon entry of final DIP order, subject to the Carve Out and the CCAA Priority Charges. Interim Order ¶¶ 5–6, 22, 45–47; DIP ABL Credit Agreement § 6.28.
Plan repayment; financing and fiduciary restrictions Bankruptcy Rule 4001(c)(1)(B)(v), (viii); Local Rule 4001-3(b)(2)(E)–(F), (c)(5)	**Plan repayment:** Both DIP Credit Agreements require, absent the applicable Agent's consent, a conforming plan providing indefeasible payment in full in cash of the applicable DIP Obligations and Prepetition Obligations on the effective date. Filing/supporting a nonconforming plan or disclosure statement, failure to contest such a plan in good faith, or confirmation of a plan without the required repayment and termination of Aggregate Revolving Commitments triggers default. DIP ABL Credit Agreement §§ 7.21(g), 8.01(t)(iv), (vii); DIP Term Credit Agreement §§ 7.21(g), 8.01(t)(iv), (vii). Separately, the Interim Order provides that DIP Obligations and adequate-protection obligations are not discharged by plan confirmation unless indefeasibly paid in full in cash on or before the plan effective date (excluding contingent indemnification obligations for which no claim has been asserted), unless the DIP Agents, DIP Credit Parties and Prepetition Agents, as applicable, agree otherwise in writing. Interim Order ¶¶ 24(a), 59. **Other financing:** Absent applicable prior written consents or the required payment in full and commitment termination, the Interim Order restricts orders authorizing superior or pari passu liens/claims and unauthorized Cash Collateral use, and restricts the Debtors from seeking specified modifications, liens, claims or Cash Collateral authority, subject to the exceptions stated therein, including the Carve Out, CCAA Priority Charges and applicable Canadian DIP Charges. Proceeds of subsequent financing secured by DIP Collateral must be turned over to the applicable DIP Agent as provided in paragraph 26. Interim Order ¶¶ 24(a)(i)–(ii), 26, 55; DIP ABL Credit Agreement §§ 7.21(d)–(e), 8.01(u), (aa). **Fiduciary limitations:** DIP proceeds, collateral, Cash Collateral and the Carve Out may not fund specified challenges to the DIP or prepetition obligations or liens, actions against the protected lender parties, or interference with enforcement, subject to the Committee's

Applicable Disclosure / Rule	Summary of Material Terms
	investigation allowance. The Debtors also waive the right to seek specified changes to the Interim Order and competing liens or priority claims without the applicable Agents' prior written consent. Interim Order ¶¶ 41, 55.
Credit bidding Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(5)	Agents/credit parties may credit bid their applicable debt (including accrued interest and expenses), subject to challenge rights and payment of senior claims. ABL and Term lenders may not bid for the others' collateral unless such bid provides for the cash payment in full of the outstanding obligations secured by such collateral. Interim Order ¶ 25.
Affiliate funding / joint liability Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(12)–(13)	The Debtors are jointly and severally liable for the obligations under the DIP Facilities without substantive consolidation; collateral and inter-estate exposure follow the applicable loan-party obligations and Lien Priority Annex. Interim Order ¶¶ 2, 4, 50, Ex. A. Nondebtor subsidiaries will be funded using cash collateral in the ordinary course, subject to the DIP budget.
Other local disclosures Local Rule 4001-3	The shared DIP Collateral secures the respective ABL and Term Obligations with reciprocal collateral-class priorities: ABL liens rank ahead of Term liens on ABL Priority Collateral, and Term liens rank ahead of ABL liens on Term Priority Collateral, subject to the Carve Out, the CCAA Priority Charges, and permitted prior liens. Interim Order ¶¶ 5–7, 11–14, Ex. A (Lien Priority Annex).

Background

6. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

7. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition

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

The Debtors' Prepetition Capital Structure

8. Prior to the Petition Date, the Debtors financed their operations in part through a $350 million asset-based revolving credit facility (the "Prepetition ABL Facility") entered into on May 9, 2019, as amended, with Wells Fargo Bank, National Association. The borrowers under the Prepetition ABL Facility include The Children's Place, Inc.; The Children's Place Services Company, LLC; The Children's Place (Canada), LP; TCP Brands, LLC; and The Children's Place International, LLC, with certain additional subsidiaries providing guarantees. As of the Petition Date, note less than $130,412,000 in borrowings, including $19,381,000 in standby letters of credit were outstanding under the Prepetition ABL Facility. The obligations thereunder are secured by first-priority liens on substantially all of the Debtors' assets other than the Term Priority Collateral, on which the ABL lenders hold second-priority liens.

9. The Debtors are also obligors under a $100 million term loan facility entered into on December 16, 2025, as amended, with Crystal Financial LLC d/b/a SLR Credit Solutions (the "Prepetition Term Loan Facility"). The proceeds of the Prepetition Term Loan Facility were used to partially repay borrowings under the Prepetition ABL Facility, and $100 million remained outstanding as of the Petition Date. The obligations under the Prepetition Term Loan Facility are secured by first-priority liens on specified intellectual property, real estate, furniture, fixtures,

equipment, and equity interests constituting Term Priority Collateral, and second-priority liens on the ABL Priority Collateral. The relative lien priorities and certain other rights of the ABL and term loan secured parties are governed by an intercreditor agreement dated December 16, 2025.

10. In addition to their secured debt, the Debtors are party to four unsecured, subordinated promissory notes issued to Mithaq Capital SPC between February 2024 and September 2026 (collectively, the "Mithaq Term Loans"), with approximately $151 million outstanding as of the Petition Date. The Mithaq Term Loans are contractually subordinated in payment priority to the obligations under the Prepetition ABL Facility and the Prepetition Term Loan Facility pursuant to an amended and restated subordination agreement dated December 16, 2025, as amended. Mithaq is also the Company's controlling stockholder, beneficially owning approximately 61.1% of its outstanding common stock. The Debtors' remaining obligations include ordinary-course liabilities to merchandise vendors, landlords, freight and logistics providers, taxing authorities, and other counterparties.

Debtors' Need for DIP Financing

11. The Debtors require immediate access to the DIP Facilities to fund the operations necessary to implement their value-maximizing chapter 11 strategy. Specifically, the DIP Facilities will provide critical liquidity to, among other things, (a) execute an orderly liquidation of inventory through store closing sales, allowing the Debtors to maximize inventory recoveries during the holiday selling season; (b) pay employees and other key stakeholders, including vendors and service providers whose continued support is essential to maintaining the streamlined operations necessary to conduct those sales and preserve enterprise value; and (c) continue marketing the Debtors' business and assets for a potential going-concern sale in accordance with the proposed Bidding Procedures. These parallel processes will permit the Debtors to monetize

inventory while preserving the opportunity to consummate a going-concern transaction that yields greater value for their estates and stakeholders. Without the liquidity provided by the DIP Facilities, the Debtors' ability to execute these processes and maximize recoveries would be materially impaired.

Negotiation of the DIP Facilities

12. In the months leading up to these Chapter 11 Cases, the Debtors and their advisors constructively engaged with the Debtors' prepetition secured lenders regarding the best path forward for the Company. When it became clear that the Company would need to pursue a bankruptcy filing, the parties negotiated debtor-in-possession financing that was informed by the Company's anticipated funding needs during these cases, including the liquidity necessary to implement its proposed sale and orderly liquidation strategy. Those negotiations culminated in the proposed DIP Credit Agreements and Interim Order that are the subject of this Motion.

13. Further, as described in the *Declaration of Lorie Beers in Support of the Debtors' DIP Motion* (the "Beers Declaration"), filed contemporaneously herewith, the Debtors and their advisors market-tested the proposed financing to determine whether more favorable financing was available and whether the proposed DIP Facilities were in the best interests of the Debtors' estates. No party contacted was willing to provide DIP financing on a junior basis or financing sufficient to repay the Company's prepetition secured obligations in full. Moreover, the Company's prepetition secured lenders were unwilling to consent to being primed by a third-party DIP facility. Accordingly, the Debtors determined to proceed with the DIP Facilities provided by the Prepetition Lenders. Beers Declaration ¶¶ 10–12.

Proposed Adequate Protection of Prepetition Lenders

14. The Interim Order will grant adequate protection as follows:

- Adequate Protection Liens. The Prepetition ABL Agent and Prepetition Term Agent will receive liens on the DIP Collateral to protect against diminution in value of their respective interests in Prepetition Collateral, subject to the Carve Out, the CCAA Priority Charges, the ICA and the collateral-specific priorities in the Lien Priority Annex. Interim Order ¶¶ 11–12 and Ex. A.

- Adequate Protection Superpriority Claims. The Prepetition Agents will receive claims under section 507(b) for diminution in value, subject to the Carve Out, the CCAA Priority Charges and the relative priorities in the Lien Priority Annex, including the DIP Superpriority Claims. Interim Order ¶¶ 13–14 and Ex. A.

- Adequate Protection Payments. The proposed Interim Order authorizes payment of principal and interest (at the default rate) due on remaining Prepetition Secured Obligations, subject to preserved Challenge rights, and reasonable documented prepetition and postpetition fees and expenses, subject to the applicable terms of the Interim Order and the ICA. Specified Prepetition Indemnification Obligations are payable as and when they arise, subject to the applicable Prepetition Documents. Interim Order ¶¶ 15, 36.

- Additional Adequate Protection. The Prepetition Secured Parties reserve the right to seek additional protection. Interim Order ¶ 17.

- Budget and Other Covenants. Borrowings and Cash Collateral use remain subject to the approved 13-week budget, agreed variance tests and reporting obligations, and the Debtors must maintain the required cash-management arrangements[4] and comply with collateral-maintenance, reporting and advisor-retention covenants under both DIP Facilities. Interim Order ¶¶ 19–20, 27–28; DIP ABL Credit Agreement §§ 6.13, 6.24–6.29, 7.20; DIP Term Credit Agreement §§ 6.13, 6.24–6.29, 7.20.

Basis for Relief

I. The Debtors Should Be Authorized to Obtain Postpetition Financing Under the DIP Facilities.

15. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing. The Debtors were

[4] *See* Debtors' *Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue Operating 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; (III) Granting Related Relief*, filed in connection herewith.

unable to procure sufficient financing in the form of unsecured credit, which would be allowable under section 503(b)(1) or as an administrative expense, in accordance with sections 364(a) or (b) of the Bankruptcy Code. *See* 11 U.S.C. §§ 364(a)–(b). The Debtors also negotiated vigorously, and at arm's length, with the DIP Lenders to secure the DIP Facilities on the terms described herein. For these reasons, as discussed further below, the Debtors satisfy the necessary conditions under section 364 for authority to enter into the DIP Facilities.

A. Entry into the DIP Facilities Is an Exercise of the Debtors' Sound Business Judgment.

16. The Court should authorize the Debtors, as an exercise of their sound business judgment, to enter into the DIP Loan Documents and obtain access to the DIP Facilities. Courts grant a debtor in possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g.*, *TWA v. Travellers Int'l AG. (In re TWA)*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.").

17. Specifically, to determine whether the business judgment standard is met, a court need only "examine whether a reasonable business person would make a similar decision under

similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor's] authority under the [Bankruptcy] Code").

18. Furthermore, in considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (while many of the terms favored the DIP lenders, "taken in context, and considering the relative circumstances of the parties," the court found them to be reasonable); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into "hard bargain[s]" to acquire funds for its reorganization). The Court may also appropriately take into consideration non-economic benefits to the Debtors offered by a proposed postpetition facility.

19. For example, in *In re ION Media Networks, Inc.*, the Bankruptcy Court for the Southern District of New York held that:

> Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to obtain credit from a particular lender is almost never based purely on economic terms. ***Relevant features of the financing must be evaluated, including non-economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization***. This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

No. 09-13125, 2009 WL 2902568, at *4 (Bankr. S.D.N.Y. July 6, 2009).

20. The Debtors' decision to pursue the DIP Facilities reflects a sound exercise of the

Debtors' business judgment in light of the liquidity pressures, declining sales, operating losses and working-capital requirements they face. Access to cash is needed to preserve inventory realizations, maintain streamlined operations and continue marketing assets while orderly store-closing sales proceed. Moreover, the Debtors' extensive market-testing proves that the negotiated financing package is the best available source of that liquidity.

21. The liquidity provided by the DIP Facilities and use of Cash Collateral will support budgeted employee, occupancy, distribution, inventory-sale, critical vendor, and case-administration expenses, helping the Debtors preserve and enhance the value of their assets. Funding also supports continued marketing of the Debtors' assets which may enhance creditor recoveries, including efforts to sell the Debtors' intellectual property, real estate, and operations as a going concern. The liquidity provided by the DIP Facilities provides the Debtors with sufficient liquidity to satisfy its projected expenses, as provided in the Budget, to administer its orderly liquidation and administer the marketing process. First Day Declaration ¶¶ 15, 63–64. Moreover, the fees and expenses incurred by the estates are reasonable and appropriate under the circumstances to allow the Debtors to execute their strategy. Beers Declaration ¶15.

B. The Debtors Should Be Authorized to Grant Liens, Priming Liens, and Superpriority Claims.

22. Section 364 of the Bankruptcy Code distinguishes among (a) obtaining unsecured credit in the ordinary course of business, (b) obtaining unsecured credit out of the ordinary course of business, and (c) obtaining credit with specialized priority or with security. *See* 11 U.S.C. § 364. If a debtor in possession cannot obtain postpetition credit on an unsecured basis, pursuant to section 364(b) of the Bankruptcy Code, a court may authorize a debtor to obtain credit or to incur debt, the repayment of which is entitled to superpriority administrative expense status, or is secured by a senior lien on unencumbered property, or a junior lien on encumbered property, or a

combination of the foregoing. *Id*. In addition, pursuant to section 364(d) of the Bankruptcy Code, a court may authorize a debtor to obtain postpetition credit secured by a lien that is equal or senior in priority to existing liens on encumbered property (*i.e.*, a "priming" lien) when a debtor is unable to obtain credit on other terms and the interests of existing lienholders are adequately protected, or if the existing lienholders consent to such priming.

23. The Debtors propose to grant the DIP Lenders superpriority administrative expense claims for repayment of the DIP Obligations, subject to the Carve Out, the CCAA Priority Charges and the relative priorities in the Lien Priority Annex, and liens on substantially all of the Debtors' assets, including senior liens on unencumbered DIP Collateral and priming or junior liens on encumbered DIP Collateral, subject to the exclusions, the ICA and collateral-specific priorities specified in the Interim Order. Therefore, approval of the DIP Facilities is governed by both sections 364(c) and 364(d) of the Bankruptcy Code. Interim Order ¶¶ 5–7, Ex. A.

i. The Debtors Satisfy Section 364(c)'s Requirements to Obtain Financing on a Senior Secured and Superpriority Basis.

24. In the event that a debtor demonstrates that it is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) provides that a court:

> may authorize the obtaining of credit or the incurring of debt (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code]; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

25. Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

a. the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;

b. the credit transaction is necessary to preserve the assets of the estate; and
c. the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

See, e.g., In re Crouse Grp., Inc., 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987); *In re Los Angeles Dodgers LLC*, 457 B.R. at 312; *See In re Ames Dep't Stores*, 115 B.R. at 37–40 ; *see also In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988).

26. *First*, to show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of sections 364(c) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Savs. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) (stating section 364 "imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable"). As described in detail in the Beers Declaration, no financing party was willing to provide the Debtors with unsecured DIP financing. Beers Declaration ¶ 11.

27. *Second*, the DIP financing and Cash Collateral are needed to preserve the estates during the Debtors' dual-track process. The liquidity provided by the proposed financing package permits orderly inventory realizations and store closings while maintaining the streamlined operations needed to preserve the possibility of a going-concern transaction that could enhance the value of the estates. A funding shortfall would require the Debtors to abandon some or all of these efforts, reducing the recoveries creditors may ultimately receive.

28. *Third*, the terms of the DIP Facilities are fair, reasonable, and adequate under the circumstances. The proposed DIP Facilities provide critical liquidity while including structural features approved in other chapter 11 cases in this district, including interim roll-ups and refinancing of prepetition secured obligations. *See, e.g.*, *In re New Rite Aid, LLC,* No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) [Docket No. 143] (authorizing a DIP facility with certain

refinancing features similar to the proposed DIP Facilities, including an interim roll-up of prepetition revolving obligations and refinancing of remaining prepetition obligations upon entry of a final order); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81] (authorizing an interim roll-up of prepetition first-lien term loans, with an additional roll-up subject to entry of final order); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) [Docket No. 70] (authorizing roll-up of prepetition priority loans upon entry of interim order). Moreover, no other party was willing to provide an actionable alternative financing package. Beers Declaration ¶ 12.

29. In light of the foregoing, the Court should authorize the Debtors, pursuant to sections 364(c)(1) and 364(c)(2) of the Bankruptcy Code, to provide the DIP Lenders with superpriority administrative expense claims and first priority liens on unencumbered property constituting DIP Collateral, subject to the exclusions, Carve Out, CCAA Priority Charges and relative priorities specified in the Interim Order, the ICA and the Lien Priority Annex.

ii. The Debtors Should Be Authorized to Obtain Priming Liens Under Section 364(d) of the Bankruptcy Code.

30. Section 364(d) provides that debtors may obtain credit secured by a senior or equal lien on property of the estate already subject to a lien where the debtor is "unable to obtain such credit otherwise" and "there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." 11 U.S.C. § 364(d)(1). The Debtors may incur "priming" liens under the DIP Facilities if they are unable to obtain unsecured or junior secured credit and either (a) the affected secured lenders consent, or (b) adequate protection exists for such priming lien. *See Anchor Savs. Bank FSB v. Sky Valley*, Inc., 99 B.R. 117, 122 (N.D. Ga. 1989).

31. When determining whether to authorize a debtor to obtain credit secured by a

"priming" lien as authorized by section 364(d) of the Bankruptcy Code, courts focus on whether the transaction will enhance the value of the debtors' assets. Courts consider a number of factors, including, without limitation:

a. whether alternative financing is available on any other basis (*i.e.*, whether any better offers, bids or timely proposals are before the court);
b. whether the proposed financing is necessary to preserve estate assets and is necessary, essential and appropriate for continued operation of the debtors' business;
c. whether the terms of the proposed financing are reasonable and adequate given the circumstances of both the debtors and proposed lender(s);
d. whether the proposed financing agreement was negotiated in good faith and at arm's length and entry therein is an exercise of sound and reasonable business judgment and in the best interest of the debtor's estate and its creditors; and
e. whether the proposed financing agreement adequately protects prepetition secured creditors.

See, e.g., Ames Dep't Stores, 115 B.R. at 37–39; *Bland v. Farmworker Creditors*, 308 B.R. 109, 113–14 (S.D. Ga. 2003); *see also* 3 Collier on Bankruptcy ¶ 364.04[1] (15th ed. rev. 2008). In particular, courts have authorized financing involving priming liens to avoid imminent liquidation. *See, e.g., In re Prospect Medical Holdings, Inc.*, No. 25-80002-SGJ11 (Bankr. N.D. Tex. Jan. 14, 2025) [Docket No. 101 ¶ 7] (granting senior priming DIP liens to avoid liquidation); *In re Franchise Group, Inc.*, No. 24-12480 (Bankr. D. Del. Nov. 7, 2024) [Docket No. 134 ¶ 6(c)] (same); *In re True Religion Apparel, Inc.*, No. 20-10941 (Bankr. D. Del. Apr. 15, 2020) [Docket No. 78 ¶ 2.1] (same); *In re Patriot Coal Corp.*, No. 15-32450-KLP (Bankr. E.D. Va. May 13, 2015) [Docket No. 67 ¶ 14(a)(iv)] (same).

32. The priming liens contemplated here are consensual and are being granted in favor of the Prepetition Lenders that are providing DIP financing. Moreover, as noted above, the Debtors were unable to find alternative financing proposals on superior terms, including any proposal to refinance the Debtors' prepetition secured debt, and the Debtors have an extremely limited pool of unencumbered assets that was insufficient to attract potential financing counterparties.

33. The Debtors require interim liquidity to fund the budgeted costs of streamlined retail, digital and distribution operations, orderly inventory sales and store closings while pursuing the sale process. Failure to receive the contemplated DIP financing would threaten realizations and transaction optionality. The Debtors and their advisors believe the DIP Facilities and Cash Collateral arrangement are the best available financing alternative for the proposed process. Finally, and as discussed more fully below, the Debtors will provide adequate protection for the Prepetition Lenders' interests in prepetition collateral subject to the DIP Facilities' priming liens.

C. The Debtors' Proposed Adequate Protection Should Be Approved.

34. Parties with an interest in cash collateral or collateral that may be used to secure postpetition financing are entitled to adequate protection, including if such interests are being primed. *See* 11 U.S.C. §§ 363(e), 364(d). While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *See, e.g., In re Satcon Tech. Corp.*, No. 12-12869, 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012). At the same time, it is well-recognized that "adequate protection" is not equivalent to "absolute protection." *In re Beker Indus., Inc.*, 58 B.R. 725, 741 (Bankr. S.D.N.Y. 1986) ("Adequate protection, not absolute protection, is the statutory standard.").

35. The specific adequate-protection package summarized above includes replacement liens, section 507(b) claims for diminution in value, cash payments of interest and principal due on remaining Prepetition Secured Obligations, expense reimbursement, payment of specified Prepetition Indemnification Obligations subject to applicable procedures and preserved objections, and budget and reporting safeguards.

36. The foregoing adequate protection package is appropriate under the circumstances, consistent with the market, and should be approved. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-

14861 (MBK) (Bankr. D.N.J. May 7, 2025) [Docket No. 143 ¶ 9] (providing adequate protection liens to prepetition secured parties); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81 ¶ 8] (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) [Docket No. 70 ¶ 8] (same).

II. The Proposed Roll-Up of Prepetition ABL and Term Loan Obligations Is Appropriate and Should Be Approved.

37. The DIP Facilities incorporate related refinancing features that are integral to the proposed financing and Cash Collateral arrangements. Upon entry of the Interim Order, proceeds of DIP ABL Priority Collateral will be applied to the Prepetition ABL Secured Obligations while the DIP ABL Facility provides revolving credit and letter-of-credit availability subject to its borrowing limits and conditions. This repayment of prepetition debt constitutes the proposed "creeping" ABL roll-up because it frees up DIP availability under the DIP ABL Facility as the Prepetition ABL Facility gets paid down. Existing Letters of Credit and Bank Products will also be deemed DIP ABL Obligations. Upon entry of the Final Order, any remaining Prepetition ABL Secured Obligations will be refinanced into DIP ABL Loans. The DIP ABL Credit Agreement implements that arrangement by applying prepayments first to Prepetition Obligations and requiring their repayment with DIP borrowings no later than one Business Day after entry of the Final Order, subject to the governing Orders.

38. The DIP Term Facility separately contemplates $16,000,000 in new-money interim DIP Term Loans, $15,000,000 of which will be used to pay down Prepetition Revolving Loans. Upon entry of the Interim Order, $16,000,000 in principal amount of Prepetition Term Loans shall be refinanced into DIP Term Loans. Upon entry of the Final Order, any remaining Prepetition Term Secured Obligations will be replaced and refinanced into DIP Term Obligations. Further, accrued interest, fees, expenses and other sums due and payable on the Revolving Loans and

Prepetition Term Loans will be paid in cash on the Closing Date as provided in the proposed Interim Order. Each roll-up is consideration for the applicable DIP Lenders' funding and other consideration, and each roll-up is subject to the challenge rights expressly preserved in paragraph 43 of the Interim Order, including the Court's ability to fashion an appropriate remedy following a successful Challenge. Interim Order ¶¶ I(vii)–(viii), 43.

39. The Debtors submit that approval of these features is a sound exercise of their business judgment because the roll-ups are an essential component of the consideration required to obtain the proposed financing and the Prepetition Secured Parties' consent to use Cash Collateral as provided in the Interim Order. As noted in the Beers Declaration, without the roll-up features, the applicable DIP Lenders would not provide the contemplated funding and other consideration, and the Prepetition Secured Parties would not provide the consents necessary for the proposed financing and Cash Collateral arrangements. Beers Declaration ¶ 14. Accordingly, the financing, application of collateral proceeds and roll-ups should be evaluated as a single, integrated transaction that is necessary to maintain and preserve the value of the Debtors' estates.

40. The benefits of that integrated transaction, inclusive of the roll-up, are manifest. With it comes $15,000,000 of new-money interim term funding to pay down Prepetition Revolving Loans, creating revolving credit and letter-of-credit availability subject to the DIP ABL Facility's borrowing limits and conditions, and the consents needed to fund the Debtors' budgeted operations and administration of these Chapter 11 Cases. Those benefits are particularly important here where the Debtors are pursuing orderly inventory sales and store closings while continuing to market operating assets for a potentially higher-value going-concern transaction. Without the financing and Cash Collateral access conditioned on these arrangements, the Debtors would potentially need to immediately liquidate all assets through a chapter 7 proceeding, destroying the value-

maximizing process that the Debtors have put in place. The Debtors accordingly submit that the proposed roll-ups are warranted and should be approved.

III. The Debtors Should Be Authorized to Pay the Fees Required by the DIP Lenders Under the DIP Loan Documents.

41. The Debtors seek approval of the commitment fees, letter-of-credit fees, fees payable under the applicable fee letters, and expense reimbursement obligations under the DIP Loan Documents. These fees are an integral component of the overall terms of the DIP Facilities and were required by the DIP Lenders as a condition to providing financing.

42. Courts in this district and others have approved similar fees in large chapter 11 cases. *See, e.g.*, *In re Rite Aid Corp.*, No. 23-18992 (MBK) (Bankr. D.N.J. Oct. 17, 2023) (approving 4.0 percent Upfront Fee of the DIP Term Loan Facility); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) (approving a backstop fee of 6 percent and a 3 percent commitment fee on New Money Loans); *In re Akorn, Inc.*, No. 20-11177 (KBO) (Bankr. D. Del. May 22, 2022) (approving a commitment fee of approximately 3.0 percent of the DIP loans).

43. Because the fees under the proposed DIP Facilities are integral to the DIP Lenders' agreement to provide postpetition financing and consistent with the market, the Court should authorize the Debtors to pay the fees provided under the DIP Facilities, subject to the terms and conditions of the DIP Loan Documents.

IV. The Debtors Should Be Authorized to Use Cash Collateral

44. Pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor may use cash collateral as long as "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2). Section 363(e) of the Bankruptcy Code

provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996).

45. The Debtors have satisfied the requirements of sections 363(c)(2) and (e) and should be authorized to use the Prepetition Lenders' cash collateral. The Prepetition Lenders are consenting to use of their cash collateral, subject to the approved DIP Budget, and will receive adequate protection that is fair and reasonable and that adequately protects such creditor's interest in its alleged prepetition collateral, including cash collateral, from any postpetition diminution in value. *See supra*, ¶ 14. Accordingly, the Court should authorize the Debtors to use cash collateral under section 363(c)(2) of the Bankruptcy Code.

V. The DIP Lenders Should Be Deemed Good-Faith Lenders Under Section 364(e) of the Bankruptcy Code

46. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

47. The DIP Lenders qualify as good faith lenders under section 364(e). The DIP Facilities are the product of the Debtors' reasonable and informed determination that the DIP

Lenders provided the best postpetition financing alternative available under the circumstances, as well as extended, arm's length, and good-faith negotiations between the Debtors and the DIP Lenders. The terms and conditions of the DIP Facilities are also fair and reasonable under the circumstances. Further, the proceeds of the DIP Facilities will be used only for purposes that are permissible under the Bankruptcy Code and no consideration is being provided to any party to the DIP Facilities other than as described herein.

48. Accordingly, the Court should find that the DIP Lenders are entitled to the protections afforded by section 364(e) as good faith lenders to the Debtors.

VI. The Automatic Stay Should Be Modified on a Limited Basis

49. The proposed Interim Order modifies the stay to implement the financing, grant and perfect liens and permit authorized payments. Following a Termination Declaration, the proposed order permits remedies after three business days (subject to the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada), and restricts Cash Collateral use during that period. The Debtors and any Committee may seek an emergency hearing during the Remedies Notice Period, but the Debtors agree not to argue at such hearing that the Interim Order or DIP Documents should be modified or are unenforceable. The order also permits royalty-free use of specified intellectual property and locations for realization on collateral.

50. Stay modifications of this kind are ordinary and standard features of debtor in possession financing arrangements and, in the Debtors' business judgment, are reasonable and fair under the circumstances of these chapter 11 cases. *See, e.g.*, *In re Rite Aid Corp.*, No. 23-18992 (MBK) (Bankr. D.N.J. Oct. 17, 2023) [Docket No. 120] (modifying automatic stay as necessary to effectuate the terms of the order); *In re WeWork, Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. May

8, 2024) [Docket No. 1883] (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81]; *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) [Docket No. 70] (same).

The Debtors Require Immediate Access to the DIP Facilities and Cash Collateral

51. The Court may grant interim relief in respect of a motion filed pursuant to section 363(c) or 364 of the Bankruptcy Code where, as here, interim relief is "necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(b)(2), (c)(2). Bankruptcy Rule 4001(c)(2) governs the procedures for obtaining authorization to obtain postpetition financing and provides, in relevant part:

> The court may begin a final hearing on a motion for authority to obtain credit no earlier than 14 days after it has been served. If the motion so requests, the court may conduct a hearing before that 14 day period ends. After a preliminary hearing, the court may authorize obtaining credit only to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing.

Fed. R. Bankr. P. 4001(c)(2)(A).

52. The Debtors require immediate access to Cash Collateral and interim credit to pay the budgeted costs of streamlined operations, inventory sales, store closings and case administration while preserving a potential going-concern transaction. The Debtors will be unable to operate their business in the near term without the ability to access the DIP Facilities and use cash collateral and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest.

53. The Debtors, therefore, seek immediate authority to access the DIP Facilities on an interim basis and as set forth in this motion and in the Interim Order to prevent immediate and irreparable harm to their estates pending the Final Hearing pursuant to Bankruptcy Rules 4001(b) and 4001(c). Accordingly, the Debtors respectfully submit that they have satisfied the

requirements of Bankruptcy Rule 4001 to support an expedited preliminary hearing and immediate access to the DIP Facilities and cash collateral on an interim basis.

Request for Waiver of Stay

54. To the extent that the relief sought in this motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

No Prior Request

55. No prior request for the relief sought in this motion has been made to this Court or any other court.

Reservation of Rights

56. Except as expressly provided in the Interim Order, the Final Order, or the DIP Loan Documents, including the Debtors' Stipulations, releases, waivers, allowed claims, payment obligations and proof-of-claim provisions therein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are reserved to contest the extent, validity, or perfection or seek avoidance of such liens to the extent preserved in the applicable orders and documents; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to the Court's order shall be subject to the admissions, stipulations, releases, waivers and reservations expressly set forth in the applicable orders and documents, including the Challenge rights preserved in paragraph 43 of the Interim Order.

Notice

57. The Debtors will provide notice of this Application to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as DIP ABL Agent and Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) 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. The Debtors submit that, in light of the nature of the relief requested, no other or further

notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request that the Court enter the Interim Order and Final Order, granting the relief requested in this motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Interim 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) (Joint Administration Requested)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (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 (90), 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 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.

(b) 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.

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. 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"), 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.

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 **[_____] [__], 2026 at [__]:00 [].m. (EST)** before the Honorable [_____], United States Bankruptcy Judge at the United States Bankruptcy Court for the District of New Jersey. On or before [_____] [__], 2026, 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 **[_____] [__], at []: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]

Preliminary Draft - Subject to Material Change
Privileged and Confidential - Prepared at the Request of Counsel

Forecast Week WE Date Actual / Forecast	0 Filing Act	1 14-Nov Fcst	2 21-Nov Fcst	3 28-Nov Fcst	4 5-Dec Fcst	5 12-Dec Fcst	6 19-Dec Fcst	7 26-Dec Fcst	8 2-Jan Fcst	9 9-Jan Fcst	10 16-Jan Fcst	11 23-Jan Fcst	12 30-Jan Fcst	13 6-Feb Fcst	Total 13 WK 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	25,646	53,936	23,557	500,954
2.) Total Operating Disbursements		(5,434)	(7,568)	(22,507)	(14,887)	(16,556)	(8,818)	(17,165)	(13,532)	(14,148)	(4,665)	(18,819)	(7,990)	(17,182)	(169,271)
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**	**6,827**	**45,947**	**6,375**	**331,683**
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)	(3,308)	(3,758)	(3,052)	(74,706)
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**	**3,519**	**42,189**	**3,323**	**256,977**
Liquidity															
6.) Availability		9,948	20,557	10,011	12,312	22,365	30,913	12,776	36,952	22,186	24,514	10,721	31,213	-	-
7.) + Cash		5,000	5,000	5,000	5,000	5,000	5,000	19,359	20,000	20,000	20,000	20,000	25,994	29,317	29,317
8.) **Total Liquidity**		**14,948**	**25,557**	**15,011**	**17,312**	**27,365**	**35,913**	**32,135**	**56,952**	**42,186**	**44,514**	**30,721**	**57,207**	**29,317**	**29,317**
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	36,194	-	-	-
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	36,194	-	-	-
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**	**36,194**	**-**	**-**	**-**

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 8, 2026 (i.e., 30 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 8, 2026 (i.e., 30 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)

Exhibit B

DIP ABL Credit Agreement

Execution Version

SENIOR SECURED SUPERPRIORITY
DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

Dated as of November 10, 2026

among
THE CHILDREN'S PLACE, INC., as a debtor-in-possession and
as the Lead Borrower for the Borrowers Party Hereto

The BORROWERS Party Hereto,
as debtors-in-possession

The GUARANTORS Party Hereto,
as debtors-in-possession

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agent

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

and

The LENDERS Party Hereto

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT ("Agreement") is entered into as of November 10, 2026, among

THE CHILDREN'S PLACE, INC., a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers now or hereafter party hereto;

the BORROWERS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

the GUARANTORS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

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

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

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, on November 8, 2026 (the "Petition Date"), the Lead Borrower and certain of its Subsidiaries (each, a "Debtor" and, collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court commencing their respective cases under chapter 11 of the Bankruptcy Code Case Nos. 26-22682 through 26-22695, as jointly administered under the caption *In re The Children's Place, Inc., et al.*, Case No. 26-22682 (SLM) (each case of the Lead Borrower and each other Debtor, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and management of their businesses pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS the Canadian Loan Parties will be debtors in the Cases and promptly following the commencement of the Cases, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as the proposed foreign representative on behalf of the Debtors, will seek an interim stay order (the "Canadian Interim Stay Order") in recognition proceedings commenced pursuant to Part IV of the CCAA and section 106 of the *Courts of Justice Act* (Ontario) in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to obtain a temporary stay of proceedings in favour of the Debtors, and any Collateral owned by the Canadian Loan Parties or otherwise located in Canada (the "Recognition Proceedings");

WHEREAS, as soon as reasonably practicable following entry of the Interim Order, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as foreign representative on behalf of the Debtors (the "Foreign Representative"), will seek the Canadian Court's recognition of the Cases as a "foreign main proceeding", and recognition and enforcement in Canada of the Interim Order, the Final Order and certain other orders of the Bankruptcy Court and certain related customary relief;

WHEREAS, prior to the Petition Date, the "Lenders" under (and as defined in) the Prepetition Credit Agreement provided financial accommodations to the Borrowers pursuant to the Prepetition Credit Agreement;

WHEREAS, the Borrowers have requested that the Revolving Lenders provide a senior secured superpriority debtor-in-possession asset-based revolving credit facility in an aggregate principal amount of up to $166,000,000 (the "DIP Facility"), and the Revolving Lenders have indicated their willingness to lend, in each case on the terms and conditions set forth herein and in the Orders and the Canadian Recognition Orders; and

WHEREAS, the relative priority of the Liens securing the Obligations, the Prepetition Obligations and the Term Obligations shall be as set forth in the Interim Order, the Final Order and the Canadian Recognition Orders, as applicable, upon entry of the Interim Order and the Final Order by the Bankruptcy Court and the granting of the Canadian Recognition Orders by the Canadian Court, and in the Loan Documents, including the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I.
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL DIP Charge" has the meaning specified in the Canadian Interim DIP Recognition Order and in the Canadian Final DIP Recognition Order (upon granting of the Canadian Final DIP Recognition Order).

"ABL Priority Collateral" means the "ABL Priority Collateral" as such term is defined in the Intercreditor Agreement.

"ABL Termination Declaration" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Acceptable Document of Title" means, with respect to any Inventory, a tangible bill of lading or other Document (as defined in the UCC or a "document of title" as defined in the PPSA, as applicable) that (a) is issued by a common carrier which is not an Affiliate of the Approved Foreign Vendor or any Loan Party which is in actual possession of such Inventory, (b) is issued/consigned to a Loan Party or, if so requested by the Collateral Agent, to the Collateral Agent, (c) at the request of the Collateral Agent, names the Collateral Agent as a notify party and bears a conspicuous notation on its face of the Collateral Agent's security interest therein, (d) is not subject to any Lien (other than (i) Liens in favor of the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens), (e) if requested by the Collateral Agent, contains an express waiver from the consignor/shipper of its right to alter the named consignee and its right of stoppage in transit, and (f) is on terms otherwise reasonably acceptable to the Collateral Agent.

"Accommodation Payment" shall have the meaning provided in Section 10.20(d).

"Account" means "accounts" as defined in the UCC or the PPSA, as applicable, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be

rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Account Party" has the meaning specified in Section 2.03(h).

"ACH" means automated clearing house transfers.

"Acknowledgment and Consent of Intercreditor Agreement" means that certain Acknowledgment and Consent of Intercreditor Agreement, dated as of the Closing Date, among the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the Term Agent, as agent for the secured parties under the Prepetition Term Credit Agreement and the DIP Term Credit Agreement, and acknowledged and agreed to by the Loan Parties.

"Acquisition" means, with respect to any Person (a) an Investment in, or a purchase of a Controlling interest in, the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, (c) a purchase or other acquisition of a material portion of the assets or properties of another Person, (d) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person, (e) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of a material portion of the assets of any Person, or (f) any acquisition by such Person of any group of Store locations comprising more than five percent (5%) of the number of Stores operated by the acquiring Person as of the date of such acquisition, in each case acquired in any transaction or group of transactions which are part of a common plan.

"Actual Operating Disbursements" means, for any period, the actual operating disbursements of the Debtors made during such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Actual Operating Disbursements.

"Actual Total Operating Receipts" means, for any period, the actual total operating cash receipts of the Debtors received during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Adjusted Term CORRA" means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Administrative Agent" means Wells Fargo Bank, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Lead Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, or beneficiary of that Person, (iii) any other Person directly or indirectly holding 10% or more of any class of the Equity Interests of that Person or (iv) any other Person 10% or more of any class of whose Equity Interests is held directly or indirectly by that Person.

"Agent(s)" means, individually, the Administrative Agent or the Collateral Agent and, collectively, means both of them.

"Agent Parties" shall have the meaning specified in Section 10.02(c).

"Aggregate Revolving Borrowing Base" means, as of any date of determination, an amount equal to:

(a) the sum of (i) the U.S. Revolving Borrowing Base and (ii) the Canadian Revolving Borrowing Base (in each case, calculated without duplication of any Reserves deducted therefrom);

minus

(b) the Term Loan Pushdown Reserve.

"Aggregate Revolving Commitments" means the Revolving Commitments of all of the Revolving Lenders. As of the Closing Date, the Aggregate Revolving Commitments are $166,000,000.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.27.

"Alabama Property" means the land, together with the buildings, structures, parking areas, and other improvements thereon, owned by Services Company and located at 1377 Airport Road, Fort Payne, Alabama.

"Allowed Professional Fees" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, the Corruption of Foreign Public Officials Act (Canada), as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including but not limited to Canadian AML Legislation.

"Applicable Commitment Fee Percentage" means a rate per annum equal to the applicable percentage set forth in the grid below.

average daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings for the immediately preceding quarter (as calculated under Section 2.09(a))	Applicable Commitment Fee Percentage
Less than or equal to 50% of the Aggregate Revolving Commitments	0.375%
Greater than 50% of the Aggregate Revolving Commitments	0.250%

"Applicable Margin" means a rate per annum equal to 3.50%.

"Applicable Percentage" means, with respect to any (a) U.S. Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the applicable aggregate U.S. Revolving Commitments represented by such U.S. Revolving Lender's U.S. Revolving Commitment at such time, (b) Canadian Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the applicable aggregate Canadian Revolving Commitments represented by such Canadian Revolving Lender's Canadian Revolving Commitment at such time, and (c) Lender at any time, the percentage (carried out to the ninth decimal place) of the sum of the Aggregate Revolving Commitments represented by the U.S. Revolving Commitment of such Lender at such time, subject to adjustment provided herein. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Approved Budget" has the meaning specified in Section 6.24.

"Approved Budget Reporting Date" has the meaning specified in Section 6.24.

"Approved Budget Variance Report" means a weekly report, prepared by the Lead Borrower and provided by the Lead Borrower to the Administrative Agent after consultation with the Financial Advisor in accordance with Section 6.25, and certified by a Responsible Officer of the Lead Borrower as being true, correct and complete in all material respects, showing, in each case, by line item, including containing supporting information, satisfactory to the Administrative Agent in its reasonable discretion including, (a) Actual Total Operating Receipts as compared to the Budgeted Total Operating Receipts, (b) Actual Operating Disbursements as compared to the Budgeted Operating Disbursements, in each case, as of the

last day of the Prior Week and the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026), (c) actual Excess Availability as compared to the projected Excess Availability, (d) actual fees and expenses of the Case Professionals on a cumulative basis and in each case, noting therein all variances (whether positive or negative) on a line item (or, in the case of clause (d), cumulative) basis, from the amounts set forth for such period in the Approved Budget, and shall include explanations for all material variances, and (e) a calculation demonstrating compliance (or non-compliance) with Section 7.20.

"Approved Foreign Vendor" means a Foreign Vendor which (a) is located in any country acceptable to the Administrative Agent in its discretion, (b) has received timely payment or performance of all obligations owed to it by the Loan Parties, (c) has not asserted and has no right to assert any reclamation, repossession, diversion, stoppage in transit, Lien or title retention rights in respect of such Inventory, and (d), if so requested by the Administrative Agent, has entered into and is in full compliance with the terms of a Foreign Vendor Agreement.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate or branch of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Liquidator" means, individually or collectively, Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means the audited Consolidated balance sheet of the Lead Borrower and its Subsidiaries for the Fiscal Year ended January 31, 2026, and the related Consolidated statements of income or operations and cash flows for such Fiscal Year of the Lead Borrower and its Subsidiaries, including the notes thereto.

"Availability Period" means the period from and including the Closing Date to the earliest of (a) January 29, 2027, (b) the Maturity Date, (c) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06, or (d) the date of termination of the commitment of each Revolving Lender to make Committed Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Availability Reserves" means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate, including, without limitation: (a) to reflect the impediments to the Agents' ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral, including, without limitation, amounts entitled to priority under Section 503(b) of the Bankruptcy Code, (c) to reflect the maximum amount of any court-ordered charges or other

liabilities payable by the Loan Parties, including the CCAA Priority Charges, (d) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, or (e) to reflect that a Default or an Event of Default may occur or has occurred and is continuing (provided that, in the case of this clause (e) only, the reserve shall be reasonably related to the event giving rise (or which may give rise) to such Default). Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate based on: (i) rent (including due to a failure of the Loan Parties to obtain an order of the Bankruptcy Court extending the lease assumption rejection period as contemplated by the Milestones); (ii) customs duties and other costs to release Inventory which is being imported into the United States or Canada and amounts due to vendors on account of such Inventory; (iii) outstanding Taxes and other governmental charges, including, without limitation, ad valorem, real estate, personal property, sales, claims of the PBGC and other Taxes which may have priority over the interests of the Collateral Agent in the Collateral; (iv) salaries, wages and benefits due to employees of any Borrower which may have priority over the interests of the Collateral Agent in the Collateral; (v) Customer Credit Liabilities; (vi) reserves for reasonably anticipated changes in the NOLV of Eligible Inventory between appraisals; (vii) warehousemen's or bailee's charges and other Permitted Encumbrances which may have priority over, or be *pari passu* with, the interests of the Collateral Agent in the Collateral; (viii) Cash Management Reserves; (ix) Bank Products Reserves; (x) Canadian Priority Payables Reserves; (xi) the Tariff Refund Reserve; (xii) the Carve Out Reserve; (xiii) the Canadian Charge Reserve; (xiv) any reclamation or similar claims as may relate to or arise during the Cases to the extent that such claims are determined by the Bankruptcy Court to be senior to the Obligations hereunder; and (xv) reserves in connection with augment merchandise in the Specified Store Closing Sales.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(b)(iv).

"Avoidance Proceeds" has the meaning specified in the Interim Order (or the Final Order, when applicable) and shall include proceeds of any proceeding commenced pursuant to Section 36.1 of the CCAA or Sections 95, 96 and 101 of the *Bankruptcy and Insolvency Act* (Canada), or provincial preference or fraudulent conveyance legislation.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Products" means any services or facilities provided to any Loan Party by a Lender or any of its Affiliates or branches (but excluding Cash Management Services), including, without limitation on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, and (f) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication. Without limiting the foregoing, all Bank Products (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Bank Products" hereunder.

"Bank Products Reserves" means such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate to reflect the liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey or any other court having jurisdiction over the Cases from time to time, and any appellate court having jurisdiction over the Cases from time to time.

"Base Rate" means, for any day, a fluctuating rate per annum equal to (a) with respect to Loans or Borrowings denominated in Dollars, the highest of (i) the Federal Funds Rate in effect on such day plus ½%, (ii) Term SOFR for a one month tenor in effect on such day, plus 1%, provided that this clause (ii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, (iii) the rate of interest announced, from time to time, within Wells Fargo Bank at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo Bank's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank may designate, and (iv) the Floor; and (b) with respect to Loans or Borrowings to the Canadian Borrowers denominated in Canadian Dollars, the Canadian Base Rate.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, with respect to any (a) interest, fees or other Obligations denominated in, or calculated with respect to, Dollars, the Term SOFR Reference Rate, and (b) interest, fees or other Obligations denominated in, or calculated with respect to, Canadian Dollars, the Term CORRA Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the Term CORRA Reference Rate, as applicable, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b)(i).

"Benchmark Rate Business Day" means, for any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Canadian Dollars, any day (other than a Saturday or Sunday) on which banks are open for business in Toronto, Ontario, Canada.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable, and

(b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, the Bank of Canada (or a committee officially

endorsed or convened by the Bank of Canada), an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Bid Procedures" has the meaning set forth in the Interim Order (or when applicable, the Final Order).

"Bid Procedures Motion" means a motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving the procedures for a sale, in one or a series of related transactions, of all or substantially all of the Debtors' business or assets pursuant to Section 363 of the Bankruptcy Code constituting a Permitted Sale.

"Blocked Account" means each DDA of the Loan Parties (other than Excluded Accounts).

"Blocked Account Agreement" has the meaning provided in Section 6.13(a)(ii).

"Blocked Account Bank" means Wells Fargo Bank and each other bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more Blocked Accounts are concentrated and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

"Bookrunner" means Wells Fargo Bank, in its capacity as sole bookrunner hereunder.

"Borrower Intellectual Property" means Material Intellectual Property exclusively owned by a Borrower or any other Loan Party.

"Borrowers" means, collectively, the U.S. Borrowers and the Canadian Borrowers, and "Borrower" means any one such Person individually as the context requires.

"Borrowing" means a Committed Borrowing and/or a Swing Line Borrowing, as the context requires.

"Borrowing Base" means the Canadian Revolving Borrowing Base and/or the U.S. Revolving Borrowing Base, as the context requires. Notwithstanding anything to the contrary herein, no Tariff Refund Asset or Tariff Refund Proceeds shall constitute an Eligible Credit Card Receivable, an Eligible Trade Receivable, Eligible Inventory, Eligible In-Transit Inventory, Eligible Warehoused Inventory or any other eligible asset for purposes of any Borrowing Base or the Aggregate Revolving Borrowing Base unless the Administrative Agent has expressly agreed in writing, in its sole discretion, to include such asset after completion of legal, collateral, accounting, commercial finance examination, perfection, priority and other diligence satisfactory to the Administrative Agent.

"Borrowing Base Certificate" has the meaning provided in Section 6.02(c).

"Budget" means a 13-week cash flow forecast and budget of the Debtors delivered on or prior to the Closing Date and updated from time to time as set forth in Section 6.24, in form acceptable to the Administrative Agent (it being understood and agreed that the form of the Initial Budget shall be deemed acceptable), setting forth, among other things, separate line items for the Debtors' (a) projected cash receipts, (b) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including fees and expenses of the Case Professionals, Lender Professional Fees and Transaction Fees), asset sales and any other fees and expenses related to this Agreement, (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 and projected U.S. Revolving Borrowing Base, Canadian Revolving Borrowing Base, Term Borrowing Base and Excess Availability during such 13-week period, together with a break-out for Stores being closed or proposed to be closed.

"Budgeted Operating Disbursements" means, for any period, the sum of the budgeted operating disbursements of the Debtors for such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Budgeted Operating Disbursements.

"Budgeted Total Operating Receipts" means, for any period, the sum of the budgeted operating cash receipts of the Debtors during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed and, if such day relates to any Canadian Base Rate Loans, CORRA Loans, or otherwise in respect of Obligations of any Canadian Loan Party, the term "Business Day" shall also exclude any day on which banks in Toronto, Canada are authorized or required by law to remain closed.

"Canadian AML Legislation" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), as amended, and any other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws in effect in Canada from time to time, including any regulations, guidelines or orders thereunder.

"Canadian Base Rate" means, for any day, a rate per annum equal to the greatest of (a) zero percent (0%) per annum, (b) Adjusted Term CORRA for a one-month tenor as in effect on such day, plus one percent (1%) (provided that this clause (b) shall not be applicable during any period in which Adjusted Term CORRA is unavailable, unascertainable or illegal), and (c) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by Reuters under Reuters Instrument Code <CAPRIME=> on the "CA Prime Rate (Domestic Interest Rate) – Composite Display" page (or any successor page or such other commercially available service or source (including the Canadian Dollar "prime rate" announced by the Canadian Reference Bank)). Each determination of the Canadian Base Rate shall be made by the Administrative Agent and shall be conclusive in the absence of manifest error. Any change in the Canadian Base Rate due to a change in the foregoing rate shall be effective as of the opening of business on the effective day of such change.

"Canadian Base Rate Loan" means a Canadian Revolving Loan that bears interest based on the Canadian Base Rate.

"Canadian Borrowers" means, collectively, Children's Place Canada and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Borrower.

"Canadian Charge Reserve" means a reserve in an amount equal to the CCAA Priority Charges (including amounts in excess of the amount set forth in the definition thereof) and any additional charges granted on any Collateral owned by the Canadian Loan Parties or otherwise located in Canada by the order of the Canadian Court in the Recognition Proceedings to the extent such charges rank pari passu with or in priority to the Collateral Agent's security.

"Canadian Committed Borrowing" means a borrowing consisting of simultaneous Canadian Committed Loans of the same Type and, in the case of SOFR Loans and CORRA Loans, having the same Interest Period made by each of the Canadian Revolving Lenders pursuant to Section 2.01.

"Canadian Committed Loan" has the meaning specified in Section 2.01(b).

"Canadian Court" has the meaning set forth in the recitals.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollars" and "CAD$" mean lawful money of Canada.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Administrative Agent, which order shall recognize and give full force and effect to the Final Order and the Cash Management Order (as entered by the Bankruptcy Court on a final basis) in Canada and confirm the super priority charge, consistent with the

liens and charges created by or set forth in the Final Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Final DIP Recognition Order may be part of another order of the Canadian Court in the Recognition Proceedings in form and substance satisfactory to the Administrative Agent.

"Canadian Final Order Date" has the meaning specified in Schedule 6.23.

"Canadian Guarantors" means, collectively, (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp., and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Guarantor, and (ii) each Canadian Borrower, in its capacity as guarantor in respect of the Obligations of the other Loan Parties.

"Canadian Guaranty" means the Canadian Guarantee dated as of the Closing Date made by the Canadian Loan Parties in favor of the Administrative Agent and the other Credit Parties.

"Canadian Initial Recognition Order" means the order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall recognize the Cases as a "foreign main proceeding" under Part IV of the CCAA and shall grant a stay of proceedings in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall, among other things, recognize and give full force and effect in Canada to the Interim Order and the Cash Management Order (as entered by the Bankruptcy Court on an interim basis) in Canada, and grant a super priority charge, consistent with the liens and charges created by or set forth in the Interim Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian Interim Order Date" has the meaning specified in Schedule 6.23.

"Canadian Interim Stay Order" has the meaning set forth in the recitals.

"Canadian L/C Obligations" means, as at any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Canadian Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations resulting from drawings with respect to Canadian Letters of Credit which drawings remain unreimbursed or which have not been paid through a Canadian Revolving Loan. For purposes of computing the amounts available to be drawn under any Canadian Letter of Credit, the amount of such Canadian Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Canadian Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any Rule under the ISP or any article of the UCP, such Canadian Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Canadian Letter of Credit" means a Letter of Credit issued on behalf of any Canadian Loan Party or any of its Canadian Subsidiaries.

"Canadian Letter of Credit Sublimit" means $1,000,000.

"Canadian Loan Party" means Canadian Borrowers, Canadian Guarantors and any other Loan Party that is a Canadian Subsidiary.

"Canadian Operating Account" has the meaning specified in Section 6.13(l).

"Canadian Pension Event" means (a) the termination or partial termination of a Canadian Defined Benefit Plan or the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan, or (b) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator appointed to administer a Canadian Defined Benefit Plan, or (c) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Pension Plan" means each pension plan required to be registered under Canadian federal or provincial laws which is maintained or contributed to by, or to which there is an obligation to contribute by, any Loan Party in respect of any Person's employment in Canada with such Loan Party, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively, or any similar plan maintained by any other province.

"Canadian Priority Payables Reserve" means reserves for: (a) amounts owing or in respect of which any Loan Party has an obligation to remit to a Governmental Authority of Canada or other Person in Canada pursuant to any applicable law, rule or regulation, with respect to (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) wages, salaries, commissions and vacation pay as provided for under the Wage Earners Protection Program Act (Canada); and (iv) other like charges and demands; in each case in this paragraph (a), to the extent that any Governmental Authority of Canada or other Person in Canada may claim a lien, security interest, hypothec, trust or other claim or other Lien ranking or which would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents; and (b) the aggregate amount of any other liabilities of any Loan Party (i) in respect of which a trust or deemed trust has been imposed or may reasonably be likely to be imposed on any Collateral in Canada to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the Bankruptcy and Insolvency Act (Canada); (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian Pension Plan (including "normal cost", "special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Encumbrances that do not have priority over the Collateral Agent's Liens), or (v) in respect of directors and officers, debtor-in-possession financing, administrative charges, critical supplier charges or shareholder charges; in each case in this paragraph (b), pursuant to any applicable law, rule or regulation in Canada and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or other Lien ranks or in the reasonable discretion of the Administrative Agent, could reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents.

"Canadian Recognition Orders" mean (i) the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, each in form and substance satisfactory to the Administrative Agent, and (ii) any other order of the Canadian Court issued from time to time in the Recognition Proceedings that recognizes any of the Orders or that affects the Collateral located in Canada or the rights of the Credit Parties, in each case in form and substance satisfactory to the Administrative Agent.

"Canadian Reference Bank" means The Toronto-Dominion Bank or such other bank named in Schedule I of the Bank Act (Canada) that is designated by the Administrative Agent from time to time as the Canadian Reference Bank for the purposes of this Agreement.

"Canadian Revolving Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the Canadian Borrowers' Eligible Credit Card Receivables multiplied by ninety percent (90%);

plus

(b) the face amount of the Canadian Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by ninety percent (90%);

plus

(c) the Cost of the Canadian Borrowers' Eligible Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Inventory;

plus

(d) the Cost of the Canadian Borrowers' Eligible In-Transit Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) exceed 25% of the lesser of the Canadian Revolving Borrowing Base and the Canadian Revolving Credit Ceiling then in effect;

plus

(e) the Cost of the Canadian Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (f) exceed the lesser of (i) ten percent (10%) of the lesser of the Canadian Revolving Borrowing Base and the Canadian Revolving Credit Ceiling then in effect, or (ii) $4,000,000;

minus

(f) the then amount of all Availability Reserves in respect of the Canadian Loan Parties.

"Canadian Revolving Commitment" means, as to each Canadian Revolving Lender, its obligation to (a) make Committed Loans to the Canadian Borrowers pursuant to Section 2.01, (b) purchase participations in Canadian L/C Obligations, and (c) purchase participations in Canadian Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Canadian Revolving Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Canadian Revolving Lender becomes a party hereto, as applicable, as such amount may be reduced from time to time in accordance with this Agreement.

"Canadian Revolving Credit Ceiling" means $16,000,000 on and after the Closing Date, as such amount may be modified in accordance with the terms of this Agreement.

"Canadian Revolving Lender" means each Lender having a Canadian Revolving Commitment, and shall include the Canadian Swing Line Lender, and shall also include any other Person made a party to this Agreement as a Canadian Revolving Lender pursuant to the provisions of Section 10.06 of this Agreement;

and "Canadian Revolving Lenders" means each of the Revolving Lenders with a Canadian Revolving Commitment or any one or more of them.

"Canadian Revolving Loan" means an extension of credit by a Canadian Revolving Lender to the Canadian Borrowers under Article II in the form of a Committed Loan or a Swing Line Loan.

"Canadian Security Agreement" means the Canadian Security Agreement dated as of the Closing Date among the Canadian Loan Parties and the Collateral Agent.

"Canadian Subsidiary" means any Subsidiary of any Loan Party, which Subsidiary is organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall grant customary additional relief in the Recognition Proceedings.

"Canadian Swing Line" means the revolving credit facility made available by the Canadian Swing Line Lender pursuant to Section 2.04.

"Canadian Swing Line Lender" means Wells Fargo Canada, in its capacity as provider of Canadian Swing Line Loans, or any successor swing line lender hereunder.

"Canadian Swing Line Loan" has the meaning specified in Section 2.04(a).

"Canadian Swing Line Sublimit" means an amount equal to the lesser of (a) zero or (b) the Canadian Revolving Commitments. The Canadian Swing Line Sublimit is part of, and not in addition to, the Canadian Revolving Commitments.

"Canadian Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all Canadian Revolving Loans and all Canadian L/C Obligations and (b) the Prepetition Canadian Total Revolving Outstandings.

"Canadian Underlying Issuer" means The Toronto-Dominion Bank or one of its Affiliates or such other Person that is acceptable to the Administrative Agent.

"CAPE" means the Consolidated Administration and Processing of Entries system of CBP, and any successor or replacement system used to administer, process, track, pay, credit, settle or otherwise resolve Tariff Refund Assets or Tariff Refund Proceeds.

"Capital Lease Obligations" means, with respect to any Person for any period, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as liabilities on a balance sheet of such Person under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve Out" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Carve Out Account" means a segregated non-interest bearing account established by the Debtors into which the proceeds of Committed Loans made pursuant to Section 2.16(b) are deposited and held in accordance with the Orders, such account being the Professional Fee Escrow Account.

"Carve Out Reserve" means an Availability Reserve in an amount equal to the sum of (a) the Case Professional fees set forth in the Approved Budget as of such week, less the amounts funded into the Professional Fee Escrow Account, plus (b) the Wind Down Carve Out Amount, plus (c) 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 in the case of this clause (c) shall not be limited to amounts that may be set forth in the Approved Budget, plus (d) the following two (2) weeks of Case Professional fees and expenses set forth in the Approved Budget, plus (e) such additional amounts as determined by the Administrative Agent in its reasonable discretion.

"Carve Out Trigger Notice" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Case" and "Cases" have the meanings specified in the recitals hereto.

"Case Professionals" means the professionals retained by the Debtors (including in the Recognition Proceedings), and any Committee in the Cases pursuant to Sections 327 and 1103 of the Bankruptcy Code, and the Information Officer and its counsel.

"Cash Collateral Account" means a non-interest bearing account established by one or more of the Loan Parties with Wells Fargo Bank, and in the name of, the Administrative Agent (or as the Administrative Agent shall otherwise direct) and under the sole and exclusive dominion and control of the Administrative Agent, in which deposits are required to be made in accordance with Section 2.03(k) and 9.15(a).

"Cash Collateralize" has the meaning specified in Section 2.03(k). Derivatives of such term have corresponding meanings.

"Cash Equivalents" means Permitted Investments of the type described in clauses (a) through (e) of the definition of such term.

"Cash Management Order" means an order of the Bankruptcy Court, together with all extensions, modifications and amendments, in all cases, in form and substance acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Debtors' use of their existing cash management systems, (b) authorizes the Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

"Cash Management Reserves" means such reserves as the Administrative Agent, from time to time, determines in its reasonable discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means the following cash management services or facilities provided to any Loan Party by a Lender or any of its Affiliates (including Wells Fargo Merchant Services, L.L.C.) or branches: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, (e) any services related to the acceptance and/or processing of payment cards or devices, and (f) purchase cards. Without limiting the foregoing, all Cash Management Services (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Cash Management Services" hereunder.

"CBP" means U.S. Customs and Border Protection and any successor or replacement Governmental Authority that administers, processes, tracks, pays, credits, settles or otherwise resolves Tariff Refund Assets or Tariff Refund Proceeds.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"CCAA Priority Charges" means, collectively, (a) the "Administration Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, US$650,000 in aggregate, (b) the "Directors' Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, CDN$1,975,000 in aggregate, and (c) any other charge granted by the Canadian Court in the Recognition Proceedings that is expressly stated in the Canadian Recognition Orders to rank in priority to the ABL DIP Charge and that is consented to by the Administrative Agent.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

"CERCLIS" means the Comprehensive Environmental Response, Compensation, and Liability Information System maintained by the United States Environmental Protection Agency.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority, (c) any new, or adjustment to, requirements prescribed by the FRB for "Eurocurrency Liabilities" (as defined in Regulation D of the FRB), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by any Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA or Term CORRA or (d) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders or a "person" or "group" Controlled by one of the Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 25% or more of the Equity Interests of the Lead Borrower entitled to vote for members of the board of directors or equivalent governing body of

the Lead Borrower on a fully-diluted basis (and taking into account all such Equity Interests that such "person" or "group" has the right to acquire pursuant to any option right);

(b) the Lead Borrower fails at any time to own, directly or indirectly, 100% of the Equity Interests of each other Loan Party free and clear of all Liens (other than (i) Liens in favor of the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens), except where such failure is as a result of a transaction permitted by the Loan Documents;

(c) the board of directors or other equivalent governing body of the Lead Borrower ceases to be composed of at least one (1) "Independent Director" as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules (as in effect on the Closing Date); or

(d) any "change of control" or similar event as defined in the DIP Term Credit Agreement.

"Children's Place Canada" means The Children's Place (Canada), LP, an Ontario limited partnership.

"CIPO" means the Canadian Intellectual Property Office.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended and in effect.

"Collateral" means all the "DIP Collateral" (or equivalent term) as defined in the Interim Order (and, when entered, the Final Order) and any and all "Collateral" as defined in any applicable Security Document and all other property that is or is intended under the terms of the Security Documents to be subject to Liens in favor of the Collateral Agent. For the avoidance of doubt and in accordance with the Security Agreement, the Mortgaged Property and all proceeds thereof constitute Collateral.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Collateral Agent executed by (a) a bailee or other Person in possession of Collateral, or (b) a landlord of Real Estate leased by any Loan Party, pursuant to which such Person (i) acknowledges the Collateral Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Collateral Agent with reasonable access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Collateral Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Collateral Agent as the Collateral Agent may reasonably require.

"Collateral Agent" means Wells Fargo Bank, acting in such capacity for its own benefit and the ratable benefit of the other Credit Parties.

"Commercial Letter of Credit" means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of Inventory by a Borrower in the ordinary course of business of such Borrower.

"Commercial Letter of Credit Agreement" means the Commercial Letter of Credit Agreement relating to the issuance of a Commercial Letter of Credit in the form from time to time in use by the L/C Issuer.

"Commitment" means the Canadian Revolving Commitment and/or the U.S. Revolving Commitment, as the context requires.

"Commitment Fee" has the meaning provided in Section 2.09(a).

"Committed Borrowing" means a U.S. Committed Borrowing and/or a Canadian Committed Borrowing as the context requires.

"Committed Loans" means U.S. Committed Loans and/or Canadian Committed Loans as the context requires.

"Committee" means any official committee of unsecured creditors appointed in the Cases pursuant to Section 1102 of the Bankruptcy Code.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D (or in such other form as is acceptable to the Administrative Agent in writing).

"Concentration Account" has the meaning provided in Section 6.13(c).

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or Term CORRA or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Canadian Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consent" means actual consent given by a Lender from whom such consent is sought; or the passage of ten (10) Business Days from receipt of written notice to a Lender from the Administrative Agent of a proposed course of action to be followed by the Administrative Agent without such Lender's giving the Administrative Agent written notice of that Lender's objection to such course of action.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

"Contractual Obligation" means, as to any Person, any provision of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"CORRA" means a rate equal to the Canadian Overnight Repo Rate Average as administered and published by the CORRA Administrator.

"CORRA Administrator" means the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average).

"CORRA Loan" means a Loan to the Canadian Borrowers denominated in Canadian Dollars bearing interest at a rate determined by reference to Term CORRA (other than pursuant to clause (b) of the definition of Canadian Base Rate).

"Cost" means the calculated cost of purchases, based upon the Borrowers' accounting practices in effect on the Closing Date (as such accounting practices may change or be modified from time to time in accordance with GAAP), as determined from invoices received by the Borrowers, the Borrowers' purchase journals or the Borrowers' stock ledger. "Cost" does not include inventory capitalization costs or other non-purchase price charges (such as freight) used in the Borrowers' calculation of cost of goods sold.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified in Section 10.28.

"Credit Card Issuer" shall mean any Person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by the Administrative Agent.

"Credit Card Notifications" has the meaning provided in Section 6.13(a)(i).

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Loan Party resulting from charges by a customer of a Loan Party on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by a Loan Party, or services performed by a Loan Party, in each case in the ordinary course of its business. For the avoidance of doubt, Credit Card Receivables shall not include any Franchise Receivables.

"Credit Extensions" mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Party" or "Credit Parties" means (a) individually, (i) each Lender and its Affiliates and branches, (ii) each Agent, (iii) each L/C Issuer, (iv) each beneficiary of each indemnification obligation undertaken by any Loan Party under any Loan Document, (v) any other Person to whom Obligations under this Agreement and other Loan Documents are owing, and (vi) the successors and assigns of each of the foregoing, and (b) collectively, all of the foregoing.

"Credit Party Expenses" means, without limitation, (a) all reasonable out-of-pocket expenses incurred by the Agents and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable fees, charges and disbursements of (A) one primary counsel for the Agents and one local counsel in each applicable jurisdiction, (B) outside consultants for the Agents (including, without limitation, any Lender Group Consultant), (C) appraisers, (D) commercial finance examinations, (E) photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees and publication, (F) the Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP or Canadian AML Legislation searches related to any Loan Party or its Subsidiaries, and (G) all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations, (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral (including, without limitation, in connection with, during the continuation of an Event of Default, gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated), or (D) any workout, restructuring or negotiations in respect of any Obligations, (iii) all customary fees and charges (as adjusted from time to time) of the Agents with respect to the disbursement of funds (or the receipt of funds) to or for the account of the Borrowers (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, and (iv) customary charges imposed or incurred by the Administrative Agent resulting from the dishonor of checks payable by or to any Loan Party; (b) with respect to the L/C Issuer, and its Affiliates and branches, all reasonable out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder; and (c) all reasonable out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the L/C Issuer or any Affiliate or branch of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one primary counsel and one local counsel in each applicable jurisdiction (absent a conflict of interest in which case the Credit Parties may engage and be reimbursed for additional counsel), one outside consultant and one financial advisor, in each case representing or advising all such Credit Parties.

"CRO" has the meaning specified in Section 6.26.

"Cumulative Three-Week Period" means the three-week period up to and through the Saturday of the most recent week then ended, or if a three-week period has not then elapsed from the Petition Date, such shorter period of not less than four (4) Business Days since the Petition Date through the Saturday of the most recent week then ended.

"Customer Credit Liabilities" means, at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards of the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits and customer deposits of the Loan Parties.

"Customs Broker Agreement" means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among a Loan Party, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the subject Inventory and the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

"DDA" means each checking, savings or other demand deposit account maintained by any of the Loan Parties.

"Debtor" and "Debtors" have the meanings specified in the recitals hereto.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), the restructuring provisions of applicable Canadian federal or provincial corporate statutes, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions (including corporate laws of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of creditors against it) from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate (in respect of SOFR Loans and Base Rate Loans in Dollars) or the Canadian Base Rate (in respect of CORRA Loans and Canadian Base Rate Loans, respectively) plus (ii) the Applicable Margin, if any, applicable to Base Rate Loans, as applicable, plus (iii) 2% per annum; provided, however, that with respect to a SOFR Loan or CORRA Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such SOFR Loan or CORRA Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Standby Letters of Credit or 1.75% for Commercial Letters of Credit, as applicable, plus 2% per annum.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within one (1) Business Day of the date such Loans were required to be funded hereunder, or (ii) pay to any Agent, L/C Issuer, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within one (1) Business Day of the date when due, (b) has

notified any Borrower, any Agent or L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, (c) has failed, within three (3) Business Days after written request by the Administrative Agent or Lead Borrower, to confirm in writing to the Administrative Agent and Lead Borrower that it will comply with its prospective funding obligations hereunder (provided, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and Lead Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of any proceeding under any Debtor Relief Laws, (ii) had appointed for it a receiver, interim receiver, custodian, conservator, trustee, monitor, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation, the Canada Deposit Insurance Corporation or any other state, federal or foreign regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to Lead Borrower, L/C Issuer, and each Lender.

"Defaulting Lender Rate" means (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Committed Loans that are Base Rate Loans (inclusive of the Applicable Margin applicable thereto).

"DIP Facility" has the meaning specified in the recitals hereto.

"DIP Term Credit Agreement" means that certain DIP Term Loan Credit Agreement, dated as of November 10, 2026, among, among others, the Loan Parties, the lenders party thereto, and the Term Agent, as amended, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the provisions hereof and of the Intercreditor Agreement.

"DIP Term Loan" means the "Term Loan" as such term is defined in the DIP Term Credit Agreement.

"DIP Term Loan Documents" means the "Loan Documents" as such term is defined in the DIP Term Credit Agreement.

"DIP Term Loan Liens" means the Liens granted to the Term Agent pursuant to the DIP Term Loan Documents to secure the DIP Term Obligations permitted under clause (i) of the definition of "Permitted Indebtedness", which Liens shall at all times be subject to the terms and conditions (including the Lien priorities) set forth in the Intercreditor Agreement.

"DIP Term Obligations" means the "Obligations" as such term is defined in the DIP Term Credit Agreement.

"Discharge of Term Obligations" has the meaning set forth in the Intercreditor Agreement.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale, transfer, license or other disposition (whether in one

transaction or in a series of transactions)) of all or substantially all of its assets to or in favor of any Person of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, and including in any case, any such transaction by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division".

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the Loans mature; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of the Lead Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Lead Borrower or one of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Lead Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"Dollars" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates or branches; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person); provided, however, that each Eligible Assignee described in clauses (a) through (e), above, shall be reasonably acceptable to, and subject to the approval of, the Administrative Agent, the L/C Issuer, the Swing Line Lender, and the Lead Borrower (each such approval not to be unreasonably withheld or delayed) to the extent provided in Section 10.06(b) of this Agreement; provided further that, notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries or a natural person.

"Eligible Credit Card Receivables" means Credit Card Receivables due to a Borrower on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other major credit card processors as they arise in the ordinary course of business, and which have been earned by performance. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, such Credit Card Receivable shall indicate no Person other than a Borrower as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a Credit Card Issuer or Credit Card Processor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Receivable. Except as otherwise agreed by the Administrative Agent, any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) Credit Card Receivables which do not constitute a "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable);

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale;

(c) Credit Card Receivables with respect to which a Loan Party does not have good, valid and marketable title, free and clear of any Lien (other than (i) Liens granted to the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens);

(d) Credit Card Receivables that are not subject to a first priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges) (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(e) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(f) Credit Card Receivables as to which the credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Credit Card Receivables from such credit card processor;

(g) Credit Card Receivables due from a Credit Card Issuer or Credit Card Processor which (i) is the subject of a proceeding under any Debtor Relief Law, or (ii) is a Sanctioned Person or Sanctioned Entity;

(h) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer or Credit Card Processor with respect thereto;

(i) Credit Card Receivables which do not conform to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables; or

(j) Credit Card Receivables which the Administrative Agent determines in its reasonable discretion to be uncertain of collection.

"Eligible In-Transit Inventory" means, as of any date of determination thereof, without duplication (including of any other Eligible Inventory), Inventory:

(a) which has been shipped from a location outside of the United States or Canada for receipt by a Borrower within sixty (60) days of the date of shipment, but which has not yet been delivered to such Borrower in the U.S. or Canada, as applicable;

(b) for which the purchase order is in the name of a Borrower and title to such Inventory and risk of loss has passed to such Borrower;

(c) for which an Acceptable Document of Title has been issued, and in each case as to which the Collateral Agent has control (as defined in the UCC or the PPSA, as applicable) over, or possession of, the documents of title which evidence ownership of the subject Inventory (unless waived in writing by the Administrative Agent, by the delivery of a Customs Broker Agreement with respect to all applicable freight carriers, freight forwarders, customs brokers, shipping companies and other similar Persons);

(d) for which each relevant freight carrier, freight forwarder, customs broker, shipping company or other Person in possession of such Inventory and the documents relating to such Inventory, in each case, shall have entered into a Customs Broker Agreement (unless waived in writing by the Administrative Agent);

(e) which is insured against types of loss, damage, hazards and risks, and in amounts, reasonably satisfactory to the Collateral Agent;

(f) for which the common carrier is not an Affiliate of the applicable vendor or supplier;

(g) the Foreign Vendor with respect to such Inventory is an Approved Foreign Vendor; and

(h) which otherwise would constitute Eligible Inventory;

provided that the Administrative Agent may, in its reasonable discretion, exclude any particular Inventory from the definition of "Eligible In-Transit Inventory" in the event the Administrative Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by the Administrative Agent to arise which may otherwise adversely impact the ability of the Collateral Agent to realize upon such Inventory. The Administrative

Agent shall notify the Lead Borrower of any such exclusion and the reasons therefor as soon as reasonably practicable, provided that the effectiveness of such exclusion shall not be conditioned upon such notification.

Each Fixed Rate Loan Notice or Swing Line Loan Notice, as the context requires, shall be deemed a certification by the Borrowers hereunder that, to the best knowledge of the Borrowers, all Eligible In-Transit Inventory included in the most recent Borrowing Base Certificate meets all of the Borrowers' representations and warranties contained in the Loan Documents and the Term Documents concerning Eligible Inventory, that the Borrowers know of no reason why such Eligible Inventory would not be accepted by the Borrowers when it arrives and that the shipment, as evidenced by the documents, conforms to the related order documents.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, items of Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) of a Borrower that are finished goods, merchantable and readily saleable to the public in the ordinary course of the Borrowers' business, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrowers in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. Except as otherwise agreed by the Administrative Agent, the following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by a Borrower or a Borrower does not have good and valid title thereto;

(b) Inventory that is leased by, or is on consignment to, a Borrower, or which is consigned by a Borrower to a Person that is not another Borrower;

(c) Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) that is not located in the United States (excluding territories or possessions of the United States) or Canada at a location that is owned or leased by a Borrower, except to the extent that the Borrowers have furnished the Administrative Agent with (i) any UCC financing statements, PPSA financing statements or other documents that the Administrative Agent may determine in its reasonable discretion to be necessary to perfect the Collateral Agent's security interest in such Inventory at such location, and (ii) a Collateral Access Agreement executed by the Person owning any such location or, in the case of this clause (ii), the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(d) Inventory that is located in a distribution center or warehouse leased by a Borrower unless the applicable lessor or warehouseman has delivered to the Administrative Agent a Collateral Access Agreement or the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(e) Inventory that is comprised of goods which (i) are damaged, defective, "seconds," or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or are special order or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in a Borrower's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are bill and hold goods, or (vi) are Shrink;

(f) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges);

(g) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(h) Inventory that is not insured in compliance with the provisions of Section 5.10 hereof;

(i) Inventory that has been sold but not yet delivered or as to which a Borrower has accepted a deposit;

(j) Inventory which has been purchased by a Borrower from a Person that is a Sanctioned Person or Sanctioned Entity; or

(k) Inventory as to which either the Borrowers or the Agents do not have the right to utilize any Intellectual Property necessary or appropriate to realize on such Inventory as set forth in the applicable Security Documents in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof.

"Eligible Trade Receivables" means Accounts arising from the sale of the Loan Parties' Inventory (but excluding, for the avoidance of doubt, Credit Card Receivables) that satisfy the following criteria at the time of creation and continue to meet the same at the time of such determination: each such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from an account debtor, and in each case originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (t) below. Without limiting the foregoing, to qualify as an Eligible Trade Receivable, an Account shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Loan Parties to reduce the amount of such Eligible Trade Receivable. For the avoidance of doubt, Eligible Trade Receivables shall not include any Franchise Receivables. Except as otherwise agreed by the Administrative Agent, any Account included within any of the following categories shall not constitute an Eligible Trade Receivable:

(a) Accounts that are not evidenced by an invoice;

(b) Accounts that have been outstanding for more than ninety (90) days from the date of invoice or more than sixty (60) days past the due date;

(c) Accounts due from any account debtor for which more than fifty percent (50%) of the Accounts owing from such account debtor are ineligible pursuant to clause (b), above;

(d) All Accounts owed by an account debtor and/or its Affiliates together to the extent such Accounts exceed (x) thirty percent (30%), or (y) with respect to any of the Specified Account Debtors, fifty percent (50%) (or such higher percentages now or hereafter established by the Administrative Agent for any particular account debtor) of the amount of all Accounts at any one time (but the portion of the Accounts not in excess of the applicable percentages may be deemed Eligible Trade Receivables, in the

Administrative Agent's reasonable discretion); provided that no portion of any Accounts owed by any Investment Grade Account Debtor shall be deemed ineligible solely by reason of this clause (d);

(e) Accounts (i) that are not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges), or (ii) with respect to which a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (x) Liens granted to the Collateral Agent pursuant to the Security Documents, (y) DIP Term Loan Liens and (z) Prepetition Permitted Senior Liens);

(f) Accounts which are disputed or with respect to which a claim, counterclaim, offset or chargeback has been asserted, but only to the extent of such dispute, counterclaim, offset or chargeback;

(g) Accounts which arise out of any sale made not in the ordinary course of business or are not payable in Dollars or, as regards Canadian Loan Parties, Canadian Dollars;

(h) Other than as set forth in clause (o) below, Accounts which are owed by any account debtor whose principal place of business is not within the United States or Canada;

(i) Accounts which are owed by any Affiliate or any employee of a Loan Party;

(j) Accounts for which all consents, approvals or authorizations of, or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the performance of such Account by the account debtor or in connection with the enforcement of such Account by the Collateral Agent have not been duly obtained, effected or given and are not in full force and effect;

(k) Accounts due from an account debtor which is the subject of any bankruptcy or insolvency proceeding, has had a trustee, interim receiver, receiver, monitor or similar Person appointed for all or a substantial part of its property, has made an assignment for the benefit of creditors or has suspended its business;

(l) Accounts due from any Governmental Authority except to the extent that (i) the subject account debtor is the federal government of the United States and the relevant Loan Party has complied with the Federal Assignment of Claims Act of 1940, (ii) the subject account debtor is His Majesty in right of Canada or any provincial or local Governmental Authority, or any ministry, in each case, in Canada, and the relevant Loan Party has complied with the particular prescriptions of the Financial Administration Act (Canada) and/or any analogous Canadian provincial, territorial, or municipal legislations and regulations, or (iii) the subject account debtor is another Governmental Authority and the relevant Loan Party has complied with all applicable Laws analogous to those otherwise described in this clause (l);

(m) Accounts (i) owing from any Person that is also a supplier to or creditor of a Loan Party or any of its Subsidiaries, but only to the extent of the indebtedness owed to such supplier or creditor, unless such Person has waived any right of setoff in a manner reasonably acceptable to the Administrative Agent or (ii) representing any manufacturer's or supplier's credits, discounts, incentive plans or similar arrangements entitling a Loan Party or any of its Subsidiaries to discounts on future purchase therefrom;

(n) Accounts arising out of sales on a bill-and-hold, guaranteed sale, sale-or-return, sale on approval or consignment basis or subject to any right of return, set off or charge back, but only to the extent of such right of return, set off, or charge back;

(o) Accounts arising out of sales to account debtors outside the United States or Canada unless such Accounts are fully backed by one or more irrevocable letters of credit on terms, and issued by a financial institution, reasonably acceptable to the Administrative Agent and each such irrevocable letter of credit is in the possession of the Administrative Agent**;**

(p) Accounts (i) evidenced by a promissory note or other instrument, or (ii) that do not conform to all representations, warranties or other provisions in the Loan Documents relating to Accounts;

(q) Accounts consisting of amounts due from vendors as rebates or allowances;

(r) Accounts with respect to which the account debtor is a Sanctioned Person or Sanctioned Entity;

(s) Accounts that constitute, evidence, arise from or otherwise relate to any Tariff Refund Asset or Tariff Refund Proceeds; or

(t) Accounts which the Administrative Agent determines in its reasonable discretion to be unacceptable for borrowing.

"Eligible Warehoused Inventory" means Inventory not intended to be sold at retail in a Store location or on an e-commerce site, subject to a fully perfected first priority security interest in favor of the Collateral Agent for the benefit of the Credit Parties, and located in a warehouse in the United States or Canada which is either owned by a Borrower or maintained pursuant to an agreement between a Borrower and the owner of such warehouse (including an agreement between a Borrower and an agent of such Borrower which stores such Inventory on its premises pending instructions from such Borrower as to its sale to a wholesale vendor) with respect to which (i) either (a) no negotiable or non-negotiable document covering the goods has been issued or (b) in the event a negotiable or non-negotiable document covering the goods has been issued, there has been created in favor of the Collateral Agent for the benefit of the Credit Parties a perfected first priority security interest in such document pursuant to the Uniform Commercial Code and/or the PPSA in all applicable jurisdictions and all other applicable Law (in addition to the security interest in the goods), (ii) the Administrative Agent has received a Collateral Access Agreement from the owner and/or operator of such warehouse (unless waived in writing by the Administrative Agent), and (iii) which otherwise would constitute Eligible Inventory.

"Environmental Laws" means any and all federal, state, provincial, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" has the meaning set forth in the Security Agreement or the Canadian Security Agreement, as applicable.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with any Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Sections 412 and 4971 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification to the Lead Borrower or any ERISA Affiliate that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination of a Pension Plan or a Multiemployer Plan under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Lead Borrower or any ERISA Affiliate; or (g) the determination that any Pension Plan is considered to be an "at-risk" plan, or that any Multiemployer Plan is considered to be in "endangered" or "critical" status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 or 305 of ERISA.

"Erroneous Payment" has the meaning provided in Section 9.17.

"Erroneous Payment Deficiency Assignment" has the meaning provided in Section 9.17.

"Erroneous Payment Impacted Class" has the meaning provided in Section 9.17.

"Erroneous Payment Return Deficiency" has the meaning provided in Section 9.17.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"eUCP" means, with respect to any Letter of Credit, the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation, Version 2.0, supplementing UCP 600, and any version or revision thereof accepted by the L/C Issuer for use.

"Event of Default" has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof.

"Events and Circumstances" has the meaning specified in the definition of "Material Adverse Effect."

"Excess Availability" means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

(a) the Revolving Loan Cap,

minus

(b) the Total Revolving Outstandings.

"Excluded Accounts" means (a) DDAs maintained in the ordinary course of business containing cash amounts that do not exceed at any time $50,000 for any such account and $250,000 in the aggregate for all such accounts under this clause (a), (b) DDAs specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Loan Party's employees and (c) DDAs established solely to receive and hold third-party-owned or third-party-remittable Tariff Refund Proceeds, provided that, in the case of this clause (c), (i) no funds other than such third-party-owned or third-party-remittable Tariff Refund Proceeds are deposited therein, (ii) no Loan Party has any economic interest therein other than bare legal title or collection-agent capacity, (iii) the applicable Loan Party has delivered to the Administrative Agent copies of all agreements with such third parties, (iv) the applicable Loan Party delivers monthly account statements and remittance reports to the Administrative Agent, and (v) all amounts not required to be remitted to third parties are transferred to a DDA that is subject to a Blocked Account Agreement in favor of the Collateral Agent within one Business Day after receipt.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to any Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or Canada or any similar tax imposed by any other jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such tax, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Lead Borrower under Section 10.13), any withholding tax (other than any Canadian federal withholding Tax) that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending

Office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding tax pursuant to Section 3.01(a), (d) Taxes imposed on such recipient that are or is attributable to such recipient's failure to comply with the requirements of Section 3.01(e), (e) any U.S. federal, state or local backup withholding tax, (f) any U.S. federal withholding tax imposed under FATCA, and (g) any Canadian withholding tax that is imposed on amounts payable to a Lender as a result of such Lender (i) not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Loan Party, or (ii) being a "specified non-resident shareholder" of a Loan Party or a non-resident person not dealing at arm's length with a "specified shareholder" of a Loan Party (in each case within the meaning of the Income Tax Act (Canada)) (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder", or does not deal at arm's length with a "specified shareholder", as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Executive Order" has the meaning set forth in Section 10.22.

"Existing Letters of Credit" means each of the letters of credit issued under the Prepetition Credit Agreement, as listed on Schedule 2.03(t) hereto.

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), condemnation awards (and payments in lieu thereof), indemnity payments, any purchase price adjustments, any Tariff Refund Proceeds and any refund, credit, duty drawback, reimbursement, settlement, judgment, award or other payment in respect of customs duties, tariffs, fees, charges or similar amounts.

"Facility Guaranty" means (i) the Guaranty dated as of the Closing Date made by the Guarantors party thereto in favor of the Administrative Agent and the other Credit Parties, (ii) the Canadian Guaranty, and (iii) each other Guaranty hereafter made by a Guarantor in favor of the Administrative Agent and the other Credit Parties, in form reasonably satisfactory to the Administrative Agent.

"Factored Receivables" means any Accounts originally owed or owing by a Loan Party to another Person which have been purchased by or factored with Wells Fargo Bank or any of its Affiliates pursuant to a factoring arrangement or otherwise with the Person that sold the goods or rendered the services to the Loan Party which gave rise to such Account.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the Code, and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the

average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero (0), then the rate determined pursuant to this definition shall be deemed to be zero (0)).

"Fee Letters" means, collectively, the letter agreement, dated as of the Closing Date, among the Borrowers and the Agents, and any other letter agreement among the Borrowers and any Agent designated as a "Fee Letter" hereunder.

"FF&E" means all furniture, trade fixtures and Equipment (as defined in the UCC or PPSA, as applicable).

"Final Order" means the order of the Bankruptcy Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Administrative Agent and which has not been reversed, vacated, or stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the claims of the Agents and Credit Parties, subject only to the Carve Out and, in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Financial Advisor" has the meaning specified in Section 6.26.

"First Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of February 29, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Fiscal Month" means any fiscal month of any Fiscal Year, which month shall generally end on the Saturday closest to the last day of each calendar month in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year, which quarters shall generally end on the Saturday closest to the last day of each April, July, October and January of such Fiscal Year in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Year" means the fifty-two (52) or fifty-three (53) week period that ends on the Saturday closest to January 31st of each calendar year.

"Fixed Rate Borrowing" means a Borrowing comprised of SOFR Loans or CORRA Loans.

"Fixed Rate Loan Notice" means a notice for a Fixed Rate Borrowing or continuation pursuant to Section 2.02(b), which shall be substantially in the form of Exhibit A.

"Flood Certificate" means a "Standard Flood Hazard Determination Form (Life-of-Loan)" of the Federal Emergency Management Agency and any successor Governmental Authority performing a similar function.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004, and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, as each of the foregoing is now or hereafter in effect and any successor statute to any of the foregoing.

"Floor" means a per annum rate of interest equal to 0%.

"Foreign Assets Control Regulations" has the meaning set forth in Section 10.22.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Representative" has the meaning set forth in the recitals.

"Foreign Vendor" means a Person that sells In-Transit Inventory to a Borrower.

"Foreign Vendor Agreement" means an agreement between a Foreign Vendor and the Collateral Agent in form and substance satisfactory to the Collateral Agent and pursuant to which, among other things, the parties shall agree upon their relative rights with respect to In-Transit Inventory of a Borrower purchased from such Foreign Vendor.

"Fourth Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of September 24, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Franchise Agreements" has the meaning set forth for such term in the Security Agreement.

"Franchise Receivables" means all Accounts and "payment intangibles" (as defined in the UCC), which are due from franchisees of the Loan Parties for royalties, goods sold and received and other amounts due to the Loan Parties under applicable Franchise Agreements.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Global Line Cap" means, at any time of determination, the lesser of (i) the sum of (A) the Aggregate Revolving Commitments *plus* (B) the Term Total Outstandings, in each case, at such time, and (ii) the sum of (A) the Aggregate Revolving Borrowing Base *plus* (B) the Term Total Outstandings, in each case, at such time.

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor" means each Subsidiary of the Lead Borrower listed on Schedule 1.01 annexed hereto and each other Subsidiary of the Lead Borrower that shall be required to execute and deliver a Facility Guaranty or Facility Guaranty supplement pursuant to Section 6.12.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hong Kong Share Pledge" means that certain Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 4, 2020, by and among the Lead Borrower, thechildrensplace.com, inc. and the Administrative Agent, as amended by that certain Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 16, 2025 and that certain Second Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of March 13, 2026.

"Hong Kong Subordinated Notes" means, collectively, (a) that certain promissory note, dated as of March 19, 2024, issued by the Lead Borrower in favor of The Children's Place (Hong Kong) Limited, and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (b) that certain promissory note, dated as of June 17, 2022, issued by the Lead Borrower in favor of TCP Worldwide, and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (c) that certain promissory note, dated as of June 16, 2022, issued by the Lead Borrower in favor of The Children's Place (Barbados) Inc., and (d) that certain promissory note, dated as of June 15, 2022, issued by the Lead Borrower in favor of TCP Investment Canada I Corp., in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement and the Hong Kong Subordination Agreement.

"Hong Kong Subordination Agreement" means that certain Third Amended and Restated Subordination Agreement, dated as of December 16, 2025, among thechildrensplace.com, inc., The

Children's Place (Barbados) Inc., and TCP Investment Canada I Corp., as junior lenders, the Administrative Agent and the Term Agent, as senior agents, and acknowledged and agreed to by the Loan Parties.

"Immaterial Intellectual Property" means immaterial intellectual property rights that in the commercially reasonable business judgment of the applicable Loan Party are no longer used or necessary in the business of the Loan Parties or any Subsidiary and it is no longer economically practicable or commercially desirable to maintain or use such Intellectual Property in the business of any Loan Party or its Subsidiaries (taken as a whole).

"In-Transit Inventory" means Inventory of a Borrower which is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrower from a location outside of (x) the continental United States, in the case of a U.S. Borrower, or (y) Canada, in the case of a Canadian Borrower, to a location of a Borrower that is within (a) the continental United States, in the case of a U.S. Borrower, or (b) Canada, in the case of a Canadian Borrower.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, payable in accordance with customary trade practices);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations of such Person, but excluding any obligations of such Person in respect of operating leases;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly

made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.04(a).

"Information" has the meaning specified in Section 10.07.

"Information Certificate" means (a) that certain information certificate dated as of the Closing Date, executed and delivered by the Loan Parties in favor of the Agents, and (b) each other perfection certificate (which shall be in form and substance substantially consistent with the certificate referenced in foregoing clause (a)) executed and delivered by the applicable Loan Party in favor of the Agents.

"Information Officer" means the information officer appointed by the Canadian Court in the Recognition Proceedings pursuant to the Canadian Supplemental Order.

"Initial Budget" has the meaning specified in Section 5.05(c).

"Intellectual Property" means the "Intellectual Property Collateral" as defined in the Security Agreement or the Canadian Security Agreement, as applicable. For the avoidance of doubt, Intellectual Property shall not include any "Excluded Property" as defined in the Security Agreement or the Canadian Security Agreement, as applicable.

"Intellectual Property Security Agreements" means, collectively, each of the short-form intellectual property security agreements entered into from time to time among any one or more Loan Parties and the Collateral Agent, in each case evidencing a Lien in the registered Material Intellectual Property of such Loan Parties in favor of the Collateral Agent.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of December 16, 2025, by and between the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the Term Agent, as agent for the secured parties under the Prepetition Term Credit Agreement and the DIP Term Credit Agreement, and acknowledged and agreed to by the Loan Parties (as ratified and confirmed pursuant to the Orders and the Acknowledgment and Consent of Intercreditor Agreement), as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Intercreditor Provisions" has the meaning specified in Section 8.01(s).

"Interest Payment Date" means (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a SOFR Loan or CORRA Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Swing Line Loan), the first day of each month (or if such day is not a Business Day, on the next succeeding Business Day) and the Maturity Date.

"Interest Period" means, as to each SOFR Loan and CORRA Loan, the period commencing on the date such SOFR Loan or CORRA Loan is disbursed or converted to or continued as a SOFR Loan or

CORRA Loan and ending on the date one, three or (solely with respect to a SOFR Loan) six months thereafter, as selected by the Lead Borrower in its Fixed Rate Loan Notice; provided that that in all events:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(iii) no Interest Period shall extend beyond the Maturity Date;

(iv) notwithstanding the provisions of clause (iii), no Interest Period shall have a duration of less than one (1) month, and if any Interest Period applicable to a Fixed Rate Borrowing would be for a shorter period, such Interest Period shall not be available hereunder;

(v) interest shall accrue at the applicable rate based upon Adjusted Term SOFR or Adjusted Term CORRA, as applicable, from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires; and

(vi) no tenor that has been removed from this definition pursuant to Section 3.03(b)(iv) shall be available for specification in any Fixed Rate Loan Notice or conversion or continuation notice.

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Order" means, the order of the Bankruptcy Court entered in the Cases after an interim hearing, substantially in the form attached hereto as Exhibit I and/or otherwise in form and substance satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto approved by the Administrative Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" has the meaning given that term in the UCC or the PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Inventory Advance Rate" means the product of (a) ninety percent (90%) and (b) the product of one hundred percent (100%) multiplied by the inverse of the projected prevailing discount for the following week applied to such Inventory, as determined by the Administrative Agent in its reasonable discretion.

"Inventory Reserves" means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent's reasonable discretion with respect to the determination of the saleability, at retail or wholesale, as applicable, of the Eligible Inventory, Eligible In-Transit

Inventory and Eligible Warehoused Inventory or which reflect such other factors as affect the realizable value of such applicable Inventory.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) any Acquisition, or (d) any other investment of money or capital in order to obtain a profitable return. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Banker" has the meaning specified in Section 6.26.

"Investment Grade Account Debtor" means an account debtor that, at the time of determination, has a corporate credit rating and/or family rating, as applicable, of BBB- or higher by S&P or Baa3 or higher by Moody's.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the L/C Issuer for use.

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, the L/C Fee Letter, the Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and any other document, agreement and instrument entered into (or to be entered into) by, among or between the L/C Issuer (including a Canadian Underlying Issuer), the Administrative Agent and a Borrower (or any Subsidiary) or in favor of the Administrative Agent or L/C Issuer (including a Canadian Underlying Issuer) and relating to any such Letter of Credit.

"Joinder Agreement" means an agreement, substantially in the form attached hereto as Exhibit F, pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Administrative Agent may determine.

"Judgment Currency" has the meaning specified in Section 10.27.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof, or the renewal thereof.

"L/C Fee Letter" means that certain WFCF Fee Letter (Letters of Credit), dated as of the Closing Date, as amended from time to time, among Borrowers and Wells Fargo Bank, as L/C Issuer, in form and substance reasonably satisfactory to Wells Fargo Bank.

"L/C Issuer" means (a) Wells Fargo Bank in its capacity as issuer of U.S. Letters of Credit hereunder, or any successor issuer of U.S. Letters of Credit hereunder (which successor may only be a U.S. Revolving Lender selected by the Administrative Agent in its discretion), (b) Wells Fargo Canada, including, to the extent applicable, represented by or acting for, through or on behalf of a Canadian Underlying Issuer, in its capacity as issuer of Canadian Letters of Credit hereunder, or any successor issuer of Canadian Letters of Credit hereunder (which successor may only be a Canadian Revolving Lender selected by the Administrative Agent in its discretion), and (c) any other Revolving Lender selected by the

Lead Borrower in its discretion with the consent of the Administrative Agent and such Revolving Lender. The L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of the L/C Issuer and/or for such Affiliate or branch to act as an advising, transferring, confirming and/or nominated bank in connection with the issuance or administration of any such Letter of Credit, in which case the term "L/C Issuer" shall include any such Affiliate or branch with respect to Letters of Credit issued by such Affiliate or branch.

"L/C Obligations" means U.S. L/C Obligations and/or Canadian L/C Obligations as the context requires.

"Laws" means each international, foreign, federal, state, provincial, territorial, municipal, and local statute, treaty, rule, guideline, regulation, ordinance, code and administrative or judicial precedent or authority, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and each applicable administrative order, directed duty, request, license, authorization and permit of, and agreement with, any Governmental Authority, in each case whether or not having the force of law.

"Lead Arranger" means Wells Fargo Bank, in its capacity as sole lead arranger hereunder.

"Lead Borrower" has the meaning assigned to such term in the preamble of this Agreement.

"Lease" means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

"Lender Group Consultant" has the meaning specified in Section 6.27.

"Lender Insurance" has the meaning specified therefor in Section 6.07.

"Lender Professional Fees" means all reasonable and documented fees, costs, charges, disbursements and expenses of counsel, financial advisors, consultants (including any Lender Group Consultant), appraisers, field examiners and other professionals and advisors retained by or on behalf of any Agent, any Lender, any L/C Issuer or any other Credit Party, or any "Credit Party" under (and as defined in) the Prepetition Credit Agreement, in each case whether payable under this Agreement, the other Loan Documents, the Prepetition Credit Agreement or the Orders (including any such amounts payable as adequate protection or otherwise pursuant to the Orders), and including any such amounts constituting Credit Party Expenses.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Lead Borrower and the Administrative Agent. A Lender may designate a different Lending Office with respect to its Canadian Revolving Commitment and its U.S. Commitment.

"Letter of Credit" means each Standby Letter of Credit and each Commercial Letter of Credit issued hereunder by the L/C Issuer. Without limiting the foregoing, all Existing Letters of Credit shall be deemed to have been issued hereunder and shall for all purposes be deemed to be "Letters of Credit" hereunder.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Disbursement" means a payment made by the L/C Issuer pursuant to a Letter of Credit.

"Letter of Credit Expiration Date" means the day that is the earlier of (i) seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day) and (ii) the last day of the Availability Period.

"Letter of Credit Fee" has the meaning specified in Section 2.03(l).

"Letter of Credit Indemnified Costs" has the meaning specified in Section 2.03(f).

"Letter of Credit Related Person" has the meaning specified in Section 2.03(f).

"Letter of Credit Sublimit" means an amount equal to $20,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments. A permanent reduction of the Aggregate Revolving Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Revolving Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Lead Borrower's option, less than) the Aggregate Revolving Commitments.

"Lien" means (a) any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing) and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or "going out of business", "store closing" or other similarly themed sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Loan" means a Canadian Loan and/or a U.S. Loan as the context requires.

"Loan Account" has the meaning assigned to such term in Section 2.11(a).

"Loan Documents" means this Agreement, each Note, each Issuer Document, the Fee Letters, all Borrowing Base Certificates, all Compliance Certificates, the Blocked Account Agreements, the Credit Card Notifications, the Security Documents, the Intercreditor Agreement, the Acknowledgment and Consent of Intercreditor Agreement, the Hong Kong Subordination Agreement, the Mithaq Subordination Agreement, the Post-Closing Letter, each Request for Credit Extension, the Confirmation Agreement, each Facility Guaranty, the Information Certificate, and any other instrument, document, certificate or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction

arising out of any Cash Management Services and Bank Products provided by a Lender or any of its Affiliates or branches, each as amended and in effect from time to time.

"Loan Parties" means, collectively, the Borrowers and each Guarantor.

"Loan Party Advisor" and "Loan Party Advisors" have the meanings specified in Section 6.26.

"Margin Stock" is as defined in Regulation U of the FRB as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Loan Parties and their Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material impairment of the rights and remedies of the Agents or the Lenders under any Loan Document or a material adverse effect on (i) the Collateral, (ii) the validity, perfection or priority of any Lien granted by any Loan Party in favor of any Agent on any material portion of the Collateral, or (iii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect. Notwithstanding the foregoing, the filing of the Cases, any defaults under prepetition agreements that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, any events disclosed in any first day pleadings or declarations filed in connection with the Cases on the Petition Date, and the events specifically described in the Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Motions, filed with the Bankruptcy Court on or about the Petition Date, obtaining the Canadian Interim Stay Order, commencing the Recognition Proceedings and the events specifically described in the Affidavit of Rudolph Morando filed in support of the Canadian Interim Stay Order, the Canadian Initial Recognition Order and the Canadian Supplemental Order (collectively, the "Events and Circumstances") will, individually and collectively, not be deemed to have a Material Adverse Effect.

"Material Contract" means, with respect to any Person, each contract (including any Franchise Agreements and Intellectual Property licensing agreements) to which such Person is a party, the termination or breach of which would be reasonably likely to result in a Material Adverse Effect, but excluding the Term Documents.

"Material Indebtedness" means (a) the Term Obligations (it being understood that the Term Obligations shall be deemed to be "Material Indebtedness" until the Discharge of Term Obligations), (b) all Indebtedness under the Mithaq Subordinated Notes, and (c) any other Indebtedness (other than the Obligations and any Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness") of the Loan Parties in an aggregate principal amount exceeding $1,500,000. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof. For the avoidance of doubt, no obligations secured by or payable in respect of the CCAA Priority Charges or any other charge granted by the Canadian Court in the Recognition Proceedings shall constitute Material Indebtedness.

"Material Intellectual Property" means Intellectual Property that is exclusively owned by a Loan Party and material to the conduct of business of the Loan Parties, taken as a whole (which, for the avoidance of doubt, does not include Immaterial Intellectual Property).

"Maturity Date" means the earliest of (a) January 29, 2027, (b) the effective date of a Chapter 11 plan of reorganization in any of the Cases, and (c) the closing of a sale of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, or otherwise, (d) the date that is thirty (30) days after the Petition Date if the Final Order Entry Date has not occurred on or prior to such date, and (e) the date of dismissing any of the Cases or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code.

"Maximum Rate" has the meaning provided therefor in Section 10.09.

"Milestone" and "Milestones" have the meanings specified in Section 6.23.

"Mithaq" means Mithaq Capital SPC, a Cayman segregated portfolio company.

"Mithaq Commitment Letter" means that certain Commitment Letter, dated as of May 2, 2024, as amended by that certain Amendment No. 1 to Commitment Letter dated as of September 10, 2024 between Mithaq and the Lead Borrower, Amendment No. 2 to Commitment Letter dated as of September 4, 2025 between Mithaq and the Lead Borrower, and Amendment No. 3 to Commitment Letter dated as of December 16, 2025 between Mithaq and the Lead Borrower, and as may be further amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement.

"Mithaq Subordinated Notes" means, collectively, (i) the First Mithaq Subordinated Note, (ii) the Second Mithaq Subordinated Note, (iii) the Third Mithaq Subordinated Note, (iv) the Fourth Mithaq Subordinated Note and (v) the Mithaq Commitment Letter and any promissory notes or similar instruments entered into after December 16, 2025 pursuant to the Mithaq Commitment Letter as in effect on September 24, 2026, so long as (A) the terms of such future Subordinated Indebtedness referred to in the previous clause (v) are no less favorable than the Mithaq Subordinated Notes outstanding on the date of the incurrence of such subordinated debt and (B) such further Subordinated Indebtedness referred to in the previous clause (v) is subject to the Mithaq Subordination Agreement or another subordination agreement in form and substance satisfactory to the Administrative Agent.

"Mithaq Subordination Agreement" means that certain Second Amended and Restated Subordination Agreement, dated as of December 16, 2025, by and among Mithaq, the Administrative Agent, the Term Agent and the Loan Parties (as amended by that certain First Amendment to Second Amended and Restated Subordination Agreement, dated as of September 24, 2026, and as may be further amended, restated, supplemented or otherwise modified from time to time).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means the Mortgage on the Alabama Property by Services Company in favor of the Collateral Agent for the benefit of the Lenders party to this Agreement.

"Mortgage Policy" means a fully paid American Land Title Association Lender's Extended Coverage title insurance policy or marked-up title insurance commitments having the effect of a policy of title insurance in form and substance, with the endorsements reasonably required by the Administrative Agent (to the extent available at commercially reasonable rates) and in amounts reasonably acceptable to the Administrative Agent, issued, coinsured and reinsured (to the extent required by the Administrative Agent) by title insurers reasonably acceptable to the Administrative Agent, insuring the applicable Mortgage to be valid first and subsisting Liens on the property or leasehold interests described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only (i) DIP Term Loan Liens, (ii) Prepetition Permitted Senior Liens, and (iii)

Permitted Encumbrances having priority over the Lien of the Collateral Agent under applicable Law or otherwise reasonably acceptable to the Administrative Agent.

"Mortgaged Property" has the meaning set forth in the Mortgage.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Lead Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Net Proceeds" means:

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of any Loan Party or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset by a Lien permitted hereunder which is senior to the Collateral Agent's Lien on such asset and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such transaction (other than Indebtedness under the Loan Documents and the Term Documents), (B) to the extent such cash proceeds are received from a Disposition of, or an Extraordinary Receipt received or paid to the account of, Term Priority Collateral, so long as the Discharge of Term Obligations has not occurred, the principal amount, premium or penalty, if any, interest and other Term Obligations, in each case, which are required to be repaid or cash collateralized with any such proceeds, and (C) the reasonable and customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by any Loan Party to third parties (other than Affiliates); and

(b) with respect to the sale or issuance of any Equity Interest by any Loan Party or any of its Subsidiaries, or the incurrence or issuance of any Indebtedness by any Loan Party or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Loan Party or such Subsidiary in connection therewith.

"New Headquarters Lease" means that certain Lease Agreement, dated as of March 11, 2009, by and between Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), as the landlord, and Services Company, as the tenant, for the leased premises located at 500 Plaza Drive, Secaucus, New Jersey (as modified pursuant to the terms of the New Headquarters Lease Side Letter and New Headquarters Sixth Modification Agreement).

"New Headquarters Lease Guaranty" means that certain Guaranty, dated as of March 11, 2009, made by the Lead Borrower in favor of Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.) (as modified pursuant to the terms of the New Headquarters Lease Side Letter and the New Headquarters Sixth Modification Agreement), pursuant to which the Lead Borrower guarantees the payment and performance of all obligations of Services Company under the New Headquarters Lease, in the form attached hereto as Schedule 1.04.

"New Headquarters Lease Side Letter" means that certain letter agreement, dated as of March 11, 2009, by and among the Lead Borrower, Services Company and Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), in the form attached hereto as Schedule 1.05.

"New Headquarters Sixth Modification Agreement" means that certain agreement, dated as of January 23, 2024, by and among Services Company and Hancock S-REIT SECA LLC.

"NOLV" means, with respect to Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory, the appraised orderly liquidation value of such Inventory (expressed as a percentage of the Cost of such Inventory as set forth in the inventory stock ledger of the Lead Borrower or the Canadian Borrowers, as applicable), net of costs and expenses to be incurred in connection with any such liquidation, which value shall be determined from time to time, subject to the last sentence of Section 6.10(b), by the most recent reasonably acceptable appraisal undertaken by an independent appraiser engaged by the Administrative Agent.

"Non-Consenting Lender" has the meaning provided therefor in Section 10.01.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Note" means a promissory note made by the Borrowers in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit C.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means (a) all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including guarantee obligations, payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs, expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, costs, expenses and indemnities are allowed claims in such proceeding, and (b) any Other Liabilities; provided that the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Orders" means, collectively, the Interim Order and the Final Order, or either of them individually, as the context may require.

"Organization Documents" means, (a) with respect to any corporation, or other body corporate, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting

trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

"Other Liabilities" means any obligation on account of (i) any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries and/or (ii) any transaction with any Lender or any of their respective Affiliates or branches, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except such taxes imposed with respect to an assignment (other than an assignment pursuant to Section 10.13) as a result of a recipient's present or former connection with the jurisdiction imposing such tax.

"Outstanding Amount" means (i) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans occurring on such date and (ii) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date.

"Overadvance" means a Revolving Credit Extension to the extent that, immediately after its having been made:

(a) as regards the U.S. Borrowers, such Revolving Credit Extension results in the U.S. Total Revolving Outstandings exceeding the lesser of the Revolving Credit Ceiling or the U.S. Revolving Borrowing Base at such time;

(b) as regards the Canadian Borrowers, such Revolving Credit Extension results in the Canadian Total Revolving Outstandings exceeding the lesser of the Canadian Revolving Credit Ceiling or the Canadian Revolving Borrowing Base at such time; or

(c) as regards any Borrower, such Revolving Credit Extension results in the Total Revolving Outstandings exceeding the Revolving Loan Cap at such time.

"Participant" has the meaning specified in Section 10.06(d).

"Patriot Act" has the meaning specified in Section 5.27.

"Payment Recipient" has the meaning provided in Section 9.17.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PCAOB" means the Public Company Accounting Oversight Board.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Borrower or any ERISA Affiliate or to which any Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described

in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Disposition" means any of the following:

(a) Dispositions of Inventory in the ordinary course of business (provided that the foregoing shall not include bulk or "going out of business" sales of Inventory);

(b) Dispositions pursuant to (i) the Specified Store Closing Sales and (ii) the Permitted Sale, in each case in accordance with the Specified Liquidation Agreement and/or the Purchase Agreement (as applicable), the Approved Budget (subject to the Permitted Variance), the Milestones, the Orders and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders; provided that, other than in accordance with Section 7.12, no Stores may be removed from the Specified Liquidation Agreement and the Specified Store Closing Sales, in each case, without the reasonable consent of the Administrative Agent; provided further that no FF&E (as defined in the Specified Liquidation Agreement) may be Disposed of without the reasonable consent of the Administrative Agent;

(c) (i) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Subsidiaries in the ordinary course of business, (ii) exclusive licenses (within a specific and defined field of use) of Intellectual Property within the United States or Canada in connection with wholesale arrangements (but not, for the avoidance of doubt, in connection with retail store or e-commerce operations), (iii) exclusive licenses (within a specific and defined field of use) of Intellectual Property in jurisdictions outside of the United States and Canada for the use of such Intellectual Property, in each case of the preceding clauses (i), (ii) and (iii), on an arm's length basis in the ordinary course of business and on terms and conditions that do not restrict the Agents' right to utilize and/or dispose of such Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof, (iv) licenses set forth on Schedule 5.17(b) hereto, (v) Franchise Agreements set forth on Schedule 5.17(b) hereto, and (vi) the Zeavion License, in each case of the preceding clauses (i) through (vi), as in effect on the Petition Date;

(d) licenses for the conduct of licensed departments within the Loan Parties' Stores in the ordinary course of business, in each case, as in effect on the Petition Date; provided that, if requested by the Agents, the Agents shall have entered into an intercreditor agreement with the Person operating such licensed department on terms and conditions reasonably satisfactory to the Agents;

(e) Dispositions of Equipment in the ordinary course of business that is substantially worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Subsidiary and is not replaced with similar property having at least equivalent value;

(f) sales, transfers and Dispositions among the Loan Parties or by any Subsidiary to a Loan Party other than any such sales, transfers or Dispositions from any U.S. Loan Party to any Canadian Loan Party (unless such sale, transfer or Disposition is being effected to consummate a substantially concurrent sale, transfer or Disposition otherwise permitted hereunder);

(g) sales, transfers and Dispositions of or by any Subsidiary which is not a Loan Party to another Subsidiary that is not a Loan Party; and

(h) the abandonment, cancellation or lapse of or similar action or non-action that results in the failure to preserve, renew, maintain or register any Immaterial Intellectual Property of any Loan Party or any of its Subsidiaries.

Notwithstanding anything to the contrary contained in this definition:

(A) except as provided in clauses (b)(ii), (c)(i), (c)(iii), (c)(iv), (d) and (h) above, no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement;

(B) no other asset included in the determination of the Borrowing Base or Term Borrowing Base (other than Dispositions described in clause (a) above) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party in compliance with this definition above unless (x) before and after giving effect to any such Disposition, at least three (3) Business Days prior to the consummation of such Disposition, the Lead Borrower shall have delivered to the Administrative Agent an updated Borrowing Base Certificate excluding the assets subject to such Disposition from the calculations thereunder, and (y) to the extent an Overadvance would result from such exclusion, then, without limiting the Loan Parties' obligations under Section 2.05(f), upon the consummation of such Disposition, the Borrowers shall prepay the Loans and Cash Collateralize the L/C Obligations in an amount sufficient to eliminate such Overadvance; and

(C) no inventory, equipment, fixtures or furniture shall be the subject of any transfer, sale or disposition through a third-party ecommerce platform (including, without limitation, Amazon.com or an equivalent platform) outside the ordinary course of business, not consistent with past practice and at a discount, without the consent of the Administrative Agent.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by applicable Law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04;

(c) Pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by ERISA or by applicable Law relating to Canadian Pension Plans;

(d) Liens or deposits to secure the performance of bids, trade contracts and leases (other than obligations for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder;

(f) Easements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of a Loan Party and such other minor title defects or survey matters that are disclosed by current surveys that, in each case, do not materially interfere with the current use of the real property;

(g) Liens existing on the Closing Date and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is otherwise permitted hereunder;

(h) Liens on fixed or capital assets acquired by any Loan Party which are permitted under clause (d) of the definition of Permitted Indebtedness so long as (i) the Indebtedness secured thereby does not exceed the cost of acquisition of such fixed or capital assets and (ii) such Liens shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favor of (i) the Collateral Agent securing the Obligations and (ii) Wells Fargo Bank, in its capacity as collateral agent under the Prepetition Credit Agreement securing the Prepetition Obligations;

(j) Landlords' and lessors' Liens in respect of rent not in default;

(k) Possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Closing Date and Permitted Investments, provided that such liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens arising solely by virtue of any statutory or common law provisions relating to banker's liens, liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(m) Liens arising from precautionary UCC or PPSA filings regarding "true" operating leases;

(n) Liens granted in the ordinary course of business solely on the unearned portion of insurance premiums, which Liens secure the financing of insurance premiums to the extent such financing is permitted under clause (k) of the definition of Permitted Indebtedness;

(o) Liens referred to in Schedule B of the Mortgage Policy insuring the Mortgage;

(p) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) (A) that are being contested

in good faith by appropriate proceedings, (B) the applicable Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) the DIP Term Loan Liens;

(r) [reserved];

(s) (i) the Zeavion License and (ii) licenses of Intellectual Property permitted under clause (c) of the definition of "Permitted Disposition";

(t) the Prepetition Permitted Prior Liens (as defined in the Orders); and

(u) the CCAA Priority Charges.

Notwithstanding anything to the contrary, except as provided in any one or more of clauses (i), (q), (t), and (u) above, the term "Permitted Encumbrances" shall not include any Lien securing obligations for borrowed money.

"Permitted Holders" means the Persons set forth on Schedule 1.02 annexed hereto.

"Permitted Indebtedness" means:

(a) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03;

(b) (i) Indebtedness of any Loan Party to any other Loan Party; provided that such Indebtedness shall (A) be evidenced by such documentation as the Administrative Agent may reasonably require, (B) constitute "Collateral" under this Agreement and the Security Documents, (C) be on terms (including subordination terms) reasonably acceptable to the Administrative Agent, and (D) be otherwise permitted pursuant to Section 7.03, and (ii) Indebtedness of a Subsidiary or Affiliate of a Loan Party that is not a Loan Party to another Subsidiary or Affiliate of a Loan Party that is not a Loan Party;

(c) [reserved];

(d) [reserved];

(e) [reserved];

(f) Subordinated Indebtedness (including, without limitation, Indebtedness under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) outstanding as of the Petition Date so long as such Indebtedness is at all times subject to the subordination agreement applicable thereto;

(g) the Prepetition Senior Debt;

(h) the Obligations;

(i) Indebtedness of the Loan Parties incurred under the DIP Term Loan Documents in an aggregate principal amount (when taken together with Indebtedness of the Loan Parties incurred

under the Prepetition Term Credit Agreement outstanding as of the Closing Date) not to exceed the Maximum Term Loan Facility Amount (as defined in the Intercreditor Agreement);

(j) [reserved];

(k) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries in the ordinary course of the Loan Parties' business, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(l) the New Headquarters Lease Guaranty; and

(m) all obligations and liabilities of any Loan Party secured by, or otherwise payable in respect of, the CCAA Priority Charges.

"Permitted Investments" means:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States or Canadian government is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States or under the laws of Canada or any province thereof and, in each case, (i) rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, and (ii) with maturities of not more than 180 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit, guaranteed investment certificates or bankers' acceptances of, any commercial bank that (i) (A) is a Lender, (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, or (C) is organized under the federal laws of Canada, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(e) Investments, classified in accordance with GAAP as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, or similar applicable Law in Canada which are administered by financial institutions that have the highest rating obtainable from either

Moody's or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (d) above;

(f) Investments existing on the Closing Date, and set forth on Schedule 7.02, but not any increase in the amount thereof or any other modification of the terms thereof;

(g) (i) Investments by any Loan Party and its Subsidiaries in their respective Subsidiaries outstanding on the Closing Date, and (ii) additional Investments by any Loan Party and its Subsidiaries in any other Loan Party; provided that such Investments made by any U.S. Loan Party in any Canadian Loan Party shall be made only in the ordinary course of business consistent with the past practices of the Loan Parties;

(h) [reserved];

(i) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness;

(j) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(k) Guarantees constituting Permitted Indebtedness; and

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

provided, however, that notwithstanding the foregoing, no such Investments specified in clauses (a) through (e) shall be permitted unless such Investments are pledged to the Collateral Agent as additional Collateral for the Obligations pursuant to such agreements as may be reasonably required by the Collateral Agent.

Notwithstanding anything to the contrary contained in this definition, (A) no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any Investment in any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any Investment to any non-Loan Party without the Administrative Agent's prior consent.

"Permitted Overadvance" means an Overadvance made by the Administrative Agent (including through Wells Fargo Canada as regards the Canadian Loan Parties), in its discretion, which:

(a) Is made (i) to maintain, protect or preserve the Collateral and/or the Credit Parties' rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or (ii) to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation; or (iii) to pay any other amount chargeable to any Loan Party hereunder; and

(b) Together with all other Permitted Overadvances then outstanding, shall not (i) exceed ten percent (10%) of (A) the Revolving Credit Ceiling as regards U.S. Loan Parties and (B) the Canadian Revolving Credit Ceiling as regards Canadian Loan Parties at any time or (ii) unless

a Liquidation is occurring, remain outstanding for more than forty-five (45) consecutive Business Days, unless in each case, the Required Lenders otherwise agree;

provided however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations with respect to Letters of Credit or Section 2.04 regarding the Revolving Lenders' obligations with respect to Swing Line Loans, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for Unintentional Overadvances and such Unintentional Overadvances shall not reduce the amount of Permitted Overadvances allowed hereunder; provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Revolving Credit Extensions would exceed the Aggregate Revolving Commitments (as in effect prior to any termination of the Aggregate Revolving Commitments pursuant to Section 2.06 or Section 8.02 hereof).

"Permitted Sale" means (a) the sale of all or substantially all of the Loan Parties' business assets pursuant to the Purchase Agreement or another similar sale as approved by the Bankruptcy Court and the Administrative Agent; provided that any sale pursuant to the Purchase Agreement or as otherwise approved by the Bankruptcy Court and the Administrative Agent shall either (x) be for cash consideration to be paid at the closing of such sale in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations and shall not be subject to any financing contingencies, or (y) be consented to in writing by the Administrative Agent, or (b) a transaction or transactions on terms and conditions acceptable to the Administrative Agent combining the sale of all or substantially all of the Loan Parties' Inventory and equipment and the permanent closing of all or a portion of the Loan Parties' Stores and the sale of all Collateral of the Loan Parties located therein through the retention by the Loan Parties of one or more Approved Liquidators, as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code, which transaction shall be (x) in the form of an "equity bid" including a payment at closing in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations or (y) consented to in writing by the Administrative Agent. In the case of clauses (a) and (b) above, all of the Net Proceeds of such Permitted Sale (in an amount equal to the outstanding balance of the Obligations and the Prepetition Obligations) shall be paid to the Administrative Agent for application in accordance with the terms and conditions of this Agreement and the Orders.

"Permitted Variance" means the variances from the Approved Budget not prohibited under Section 7.20(a).

"Person" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Petition Date" has the meaning specified in the recitals hereto.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate, other than a Multiemployer Plan.

"Platform" has the meaning specified in Section 6.02.

"Portal" has the meaning specified in Section 2.02.

"Post-Closing Letter" means that certain letter agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent.

"PPSA" means the Personal Property Security Act (Ontario), including the regulations and minister's orders made pursuant thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, "PPSA" means the Personal Property Security Act or such other applicable legislation (including the Civil Code of Quebec and the regulations thereunder) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of a Loan Party constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral);

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation, expropriation or similar proceeding of, any property or asset of a Loan Party constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral), except to the extent any portion of the proceeds therefrom is required to be paid to the holder of a Lien on such property or asset having priority over the Lien of the Collateral Agent in accordance with the Orders and Canadian Recognition Orders (in which event, solely such portion shall be excluded pursuant to this clause (b));

(c) the issuance by a Loan Party of any Equity Interests, other than any such issuance of Equity Interests (i) to a Loan Party or (ii) as a compensatory issuance to any employee, director, or consultant (including under any option plan);

(d) the incurrence by a Loan Party of any Indebtedness for borrowed money other than Permitted Indebtedness; or

(e) the receipt by any Loan Party of any Extraordinary Receipts constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral).

"Prepetition Canadian Revolving Loans" means the aggregate amount of outstanding "Canadian Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Canadian Total Revolving Outstandings" means the Canadian Total Revolving Outstandings (as defined in the Prepetition Credit Agreement).

"Prepetition Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 9, 2019 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Wells Fargo Bank, as administrative agent, collateral agent, L/C issuer and swing line lender.

"Prepetition Facility" means the credit facility advanced under the Prepetition Credit Agreement and the other "Loan Documents" as defined therein.

"Prepetition Obligations" means the "Obligations" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Permitted Senior Liens" means the Liens granted pursuant to the Orders (including the Adequate Protection Liens (as defined in the Orders)) and the Canadian Interim DIP Recognition Order and Canadian Final DIP Recognition Order, in all cases, granted to the Administrative Agent, the Collateral Agent and the Term Agent, in their capacities as such under the Prepetition Credit Agreement and the Prepetition Term Credit Agreement, respectively, in each case subject to the priorities set forth in the Orders, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order and the Intercreditor Agreement.

"Prepetition Revolving Loans" means the aggregate amount of outstanding "Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Senior Debt" means the Indebtedness under (a) the Prepetition Credit Agreement and (b) the Prepetition Term Credit Agreement, in each case, subject to the terms of the Intercreditor Agreement.

"Prepetition Term Credit Agreement" means that certain Term Loan Credit Agreement, dated as of December 16, 2025 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Crystal Financial LLC d/b/a SLR Credit Solutions, as administrative agent and collateral agent.

"Prepetition Term Loan Documents" means the "Loan Documents" as such term is defined in the Prepetition Term Credit Agreement.

"Prepetition Term Obligations" means the "Obligations" as such term is defined in the Prepetition Term Credit Agreement.

"Prepetition Total Revolving Outstandings" means the sum of (a) the Prepetition U.S. Total Revolving Outstandings and (b) the Prepetition Canadian Total Revolving Outstandings.

"Prepetition U.S. Revolving Loans" means the aggregate amount of outstanding "U.S. Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition U.S. Total Revolving Outstandings" means the U.S. Total Revolving Outstandings (as defined in the Prepetition Credit Agreement).

"Prior Week" means, as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Professional Fee Escrow Account" means a segregated non-interest bearing account established by the Debtors, into which the proceeds of Committed Loans made pursuant to Section 2.16(a) are deposited and held in accordance with the Orders and the Canadian Recognition Orders, the funds in which shall be held in escrow solely for the benefit of the Case Professionals.

"Provider" has the meaning specified in Section 9.16.

"PTO" means the United States Patent and Trademark Office.

"Purchase Agreement" shall mean (i) the Stalking Horse Purchase Agreement or (ii) such other purchase agreement with respect to the Permitted Sale to be entered into by and among the Loan Parties and such other bidder selected in accordance with the Bid Procedures, as applicable, on terms and conditions

acceptable to the Administrative Agent (in its reasonable discretion), as amended and restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified in Section 10.28.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Quebec Deeds of Hypothec" means that certain (a) deed of hypothec, dated as of the Canadian Interim Order Date, between Children's Place Canada and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties) and (b) deed of hypothec, dated as of the Canadian Interim Order Date, between TCP Investment Canada II Corp. and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties).

"Real Estate" means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Receivables Reserves" means such Reserves as may be established from time to time by the Administrative Agent in its reasonable discretion with respect to the determination of the collectability in the ordinary course of Eligible Trade Receivables, including, without limitation, on account of dilution.

"Recognition Proceedings" has the meaning set forth in the recitals.

"Register" has the meaning specified in Section 10.06(c).

"Related Intellectual Property" means Intellectual Property of any Loan Party that the Administrative Agent determines in its reasonable discretion is necessary to permit any Agent to enforce its rights and remedies under the Loan Documents with respect to the Collateral or the disposition of which would otherwise adversely affect the NOLV of the Inventory of the Loan Parties.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, consultants and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means (a) with respect to SOFR, the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto, and (b) with respect to CORRA, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Remedies Notice Period" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Reports" has the meaning provided in Section 9.11(b).

"Request for Credit Extension" means (a) with respect to a Committed Borrowing, conversion or continuation of Committed Loans, an electronic notice via the Portal or Fixed Rate Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and, if required by the L/C Issuer, a Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required Lenders" means, as of any date of determination, Revolving Lenders holding 50.1% or more of the Aggregate Revolving Commitments, or, if the Aggregate Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Revolving Lenders holding in the aggregate 50.1% or more of the Total Revolving Outstandings (with the aggregate amount of each Revolving Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Lender for purposes of this definition); provided that (i) the Revolving Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders, and (ii) at any time there are two (2) or more Revolving Lenders (who are not Affiliates of one another or Defaulting Lenders), "Required Lenders" must include at least two (2) Revolving Lenders (who are not Affiliates of one another).

"Required Supermajority Lenders" means, as of any date of determination, Lenders holding 66.6% or more of the sum of the Aggregate Revolving Commitments, or, if the Aggregate Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate 66.6% or more of the Total Revolving Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition); provided that (i) the Revolving Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Supermajority Lenders, and (ii) at any time there are two (2) or more Lenders (who are not Affiliates of one another or Defaulting Lenders), "Required Supermajority Lenders" must include at least two (2) Lenders (who are not Affiliates of one another).

"Reserves" means all Inventory Reserves, Availability Reserves (including the Tariff Refund Reserve) and Receivables Reserves.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, chief restructuring officer, chief financial officer or treasurer of a Loan Party or any of the other individuals designated in writing (which writing may be an authorizing resolution duly entered into in connection herewith) to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder, including, with respect to the Portal, any person authorized and authenticated through the Portal in accordance with the Administrative Agent's procedures for such authentication. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment. Without limiting the foregoing, "Restricted Payments" with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

"Revolving Commitment" means a Canadian Revolving Commitment and/or a U.S. Revolving Commitment, as the context requires.

"Revolving Credit Ceiling" means $166,000,000, as such amount may be modified in accordance with the terms of this Agreement.

"Revolving Credit Extensions" mean each of the following: (a) a Committed Borrowing, (b) a Swing Line Borrowing, and (c) an L/C Credit Extension.

"Revolving Lender" means each U.S. Revolving Lender and each Canadian Revolving Lender.

"Revolving Loan" means a U.S. Revolving Loan and/or a Canadian Revolving Loan, as the context requires.

"Revolving Loan Cap" means, at any time of determination, the lesser of (a) the Aggregate Revolving Commitments and (b) the Aggregate Revolving Borrowing Base.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC or the Government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority (including the Government of Canada), (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the Government of Canada, (c) the United Nations Security Council, (d) the European Union or any European Union member state, (e) His Majesty's Treasury of the United Kingdom, or (f) any other Governmental

Authority with jurisdiction over any Credit Party or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Second Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of April 16, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Security Agreement" means the Senior Secured Superpriority Debtor-in-Possession Security Agreement dated as of the Closing Date among the Loan Parties and the Collateral Agent.

"Security Documents" means the Security Agreement, the Mortgage, the Intellectual Property Security Agreements, the Blocked Account Agreements, the Credit Card Notifications, the Canadian Security Agreement, the Quebec Deeds of Hypothec, the Hong Kong Share Pledge and each other security agreement, deed of hypothec or other instrument or document executed and delivered to the Collateral Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

"Services Company" means The Children's Place Services Company, LLC, a Delaware limited liability company.

"Settlement Date" has the meaning provided in Section 2.14(a).

"Shareholders' Equity" means, as of any date of determination, Consolidated shareholders' equity of the Lead Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

"Shrink" means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Committed Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (a)(ii) of the definition of "Base Rate").

"Specified Account Debtors" means the account debtors set forth on Schedule 1.06.

"Specified Liquidation Agreement" means that certain Consulting Agreement, dated as of November 3, 2026, by and between the Lead Borrower and the Approved Liquidator, which, among other things, provides for the Specified Store Closing Sales on terms satisfactory to the Administrative Agent (and the Administrative Agent hereby acknowledges such terms with respect to the Specified Store Closing Sales as being conducted as of the date hereof are satisfactory as of the Closing Date), together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been

approved by the Administrative Agent), as amended, supplemented or otherwise modified in accordance with this Agreement.

"Specified Store Closing Sales" means the closure of, and liquidation of Inventory and Equipment located at all Stores existing as of the Petition Date, in each case by the Approved Liquidator pursuant to the Specified Liquidation Agreement, solely through in-store sales at such Stores (and not through Amazon or any other online marketplace or other off-site channel without the prior written consent of the Administrative Agent in its reasonable discretion or as provided in Section 7.12).

"Spot Rate" has the meaning given to such term in Section 1.07 hereof.

"Stalking Horse Bidder" has the meaning assigned to such term in the definition of "Stalking Horse Purchase Agreement."

"Stalking Horse Purchase Agreement" means an agreement between Lead Borrower and a buyer (the "Stalking Horse Bidder"), in form and substance satisfactory to the Administrative Agent, which provides for a Permitted Sale on terms satisfactory to the Administrative Agent, together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Standard Letter of Credit Practice" means, for the L/C Issuer, any domestic or foreign Law or letter of credit practices applicable in the city in which the L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such Laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP, UCP or eUCP, as chosen in the applicable Letter of Credit.

"Standby Letter of Credit" means any Letter of Credit that is not a Commercial Letter of Credit and that (a) is used in lieu or in support of performance guaranties or performance, surety or similar bonds (excluding appeal bonds) arising in the ordinary course of business, (b) is used in lieu or in support of stay or appeal bonds, (c) supports the payment of insurance premiums for reasonably necessary casualty insurance carried by any of the Loan Parties, or (d) supports payment or performance for identified purchases or exchanges of products or services in the ordinary course of business.

"Standby Letter of Credit Agreement" means the Standby Letter of Credit Agreement relating to the issuance of a Standby Letter of Credit in the form from time to time in use by the L/C Issuer.

"Stated Amount" means at any time the maximum amount for which a Letter of Credit may be honored.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

"Store Closures Motion" means a store closure motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving, among other things, the assumption by the Debtors of the Specified Liquidation Agreement.

"Subordinated Indebtedness" means Indebtedness (including, without limitation, Indebtedness arising under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) which is expressly

subordinated in right of payment to the prior payment in full of the Obligations and which is in form and on terms approved in writing by the Administrative Agent.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the shares or Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Superpriority Claim" means any administrative expense claim in the Case of any Debtor having priority over any and all administrative expenses, diminution claims and all other priority claims against the Debtors, subject only to the Carve Out and (solely in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada) the CCAA Priority Charges, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject only to and effective upon entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code.

"Supported QFC" has the meaning specified in Section 10.28.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swing Line" means the U.S. Swing Line and/or the Canadian Swing Line as the context requires.

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Lender" means the U.S. Swing Line Lender and/or the Canadian Swing Line Lender as the context requires.

"Swing Line Loan" means a U.S. Swing Line Loan and/or a Canadian Swing Line Loan as the context requires.

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(a), which, if in writing, shall be substantially in the form of Exhibit B.

"Swing Line Sublimit" means the U.S. Swing Line Sublimit and/or the Canadian Swing Line Sublimit as the context requires.

"Syndication Agent" means Wells Fargo Bank, in its capacity as syndication agent hereunder.

"Tariff Refund Assets" means all rights, claims, receivables, causes of action, choses in action, Accounts, payment intangibles, general intangibles and supporting obligations (each of the foregoing three terms as defined in the UCC or the PPSA, as applicable), tax refunds, customs-duty refunds, tariff refunds, duty drawbacks, protests, petitions, applications, administrative claims, judicial claims, books and records, entry documents, entry summaries, liquidation or reliquidation notices, rulings, correspondence, CBP portal records, CAPE records, payment instructions, and other rights and documents arising out of, relating to, or payable in respect of any customs duties, tariffs, fees, charges or similar amounts imposed, assessed, collected, refundable, credited or refunded by CBP or any other Governmental Authority, including any tariff or duty imposed under the International Emergency Economic Powers Act.

"Tariff Refund Proceeds" means all cash, Cash Equivalents, credits, payments, proceeds, purchase price, deferred purchase price, settlement amounts, judgments, awards, refunds, drawbacks, reimbursements, distributions or other consideration received by or on behalf of any Loan Party in respect of any Tariff Refund Asset, including proceeds of any sale, assignment, participation, factoring, financing, monetization, compromise, settlement, release, collection or other Disposition of any Tariff Refund Asset.

"Tariff Refund Report" has the meaning provided in Section 6.02(s).

"Tariff Refund Reserve" means an Availability Reserve established by the Administrative Agent in its reasonable discretion against the applicable Borrowing Base in an amount equal to the aggregate amount of all Tariff Refund Assets recognized, accrued, claimed or expected by any Loan Party.

"Tariff Reimbursement Claims" means all actual, asserted, threatened, contingent, disputed, unliquidated, unmatured, conditional, contractual, equitable, statutory, or other claims, demands, rights of reimbursement, rights of recoupment, rights of setoff, rebates, credits, refunds, price adjustments, chargebacks, deductions, allowances, or similar rights that any customer, account debtor, vendor, supplier, broker, purchaser, consignee, distributor, retailer, or other Person may have or assert against any Loan Party arising out of or relating to any customs duties, tariffs, fees, charges, or similar amounts that were charged to, reimbursed by, passed through to, included in pricing to, or otherwise borne directly or indirectly by such Person.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority in connection with any and all payments to be made by or on account of any obligation of the Borrowers hereunder or under any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

"TCP Board Letter Agreement" means that certain letter agreement, dated as of February 29, 2024, between the Lead Borrower and Mithaq.

"TCP Brands" means TCP Brands, LLC, a Delaware limited liability company.

"TCP Canada Inc." means TCP Canada Inc., a Nova Scotia company.

"TCP IH II, LLC" means TCP IH II, LLC, a Delaware limited liability company, the sole member of which is The Children's Place Canada Holdings, Inc.

"TCP International" means The Children's Place International, LLC, a Virginia limited liability company.

"TCP Investment Canada I Corp." means TCP Investment Canada I Corp., a Nova Scotia unlimited liability company, and the sole limited partner of Children's Place Canada.

"TCP Investment Canada II Corp." means TCP Investment Canada II Corp., a Nova Scotia unlimited liability company, the general partner of Children's Place Canada.

"TCP Worldwide" means TCP Worldwide Holdings Limited, a Hong Kong limited liability company.

"Term Agent" means (a) Crystal Financial LLC d/b/a SLR Credit Solutions, in its capacity as agent for the lenders under the Term Documents, and (b) any successor to Crystal Financial LLC d/b/a SLR Credit Solutions, by assignment or otherwise, to the extent a party to the Intercreditor Agreement.

"Term Aggregate Borrowing Base" means the "Term Aggregate Borrowing Base" as such term is defined in the DIP Term Credit Agreement.

"Term Borrowing Base" means the "Borrowing Base" as such term is defined in the DIP Term Credit Agreement.

"Term CORRA" means,

(a) for any calculation with respect to a CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day that is two (2) Business Days prior to the first day of such Interest Period (the "Term CORRA Determination Date"), as such rate is published by the Term CORRA Administrator; provided, however, that if as of 3:00 p.m. Toronto time on any Term CORRA Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Benchmark Rate Business Day is not more than three (3) Benchmark Rate Business Days prior to such Term CORRA Determination Date, and

(b) for any calculation with respect to a Canadian Base Rate Loan on any day, the Term CORRA Reference Rate for a tenor of one month on the applicable Term CORRA Determination Date, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 3:00 p.m. Toronto time on any Term CORRA Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement

Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Benchmark Rate Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Benchmark Rate Business Day is not more than three (3) Benchmark Rate Business Days prior to such Term CORRA Determination Date.

"Term CORRA Adjustment" means, with respect to Term CORRA, for an Interest Period of a duration of (a) one-month, a percentage equal to 0.29547% per annum (29.547 basis points), and (b) three-months, 0.32138% per annum (32.138 basis points).

"Term CORRA Administrator" means any one of CanDeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA.

"Term Documents" means, collectively, the Prepetition Term Loan Documents and the DIP Term Loan Documents.

"Term Loan Priority Accounts" means "Term Loan Priority Accounts" as such term is defined in the Intercreditor Agreement.

"Term Loan Pushdown Reserve" means the amount, as of any date of determination, equal to the difference, if a positive number, between (a) the Term Total Outstandings and (b) the Term Aggregate Borrowing Base.

"Term Obligations" means, collectively, the Prepetition Term Obligations and the DIP Term Obligations.

"Term Priority Collateral" means "Term Priority Collateral" as such term is defined in the Intercreditor Agreement.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the

Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Adjustment" means 0% per annum.

"Term Total Outstandings" means the "Total Outstandings" (as defined in the DIP Term Credit Agreement).

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Aggregate Revolving Commitments are irrevocably terminated (or deemed terminated) in accordance with Article VIII, or (iii) the termination of the Aggregate Revolving Commitments in accordance with the provisions of Section 2.06(a) hereof.

"The Children's Place Canada Holdings, Inc." means The Children's Place Canada Holdings, Inc., a Delaware corporation, and a wholly owned Subsidiary of the Lead Borrower.

"Third Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of July 1, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all Revolving Loans and all L/C Obligations and (b) the Prepetition Total Revolving Outstandings.

"Trading with the Enemy Act" has the meaning set forth in Section 10.22.

"Transaction Fees" means any "success", "restructuring", "transaction" or similar fee payable to the Investment Banker or any other Loan Party Advisor.

"Type" means, with respect to a Committed Loan, its character as a Base Rate Loan, a Canadian Base Rate Loan, a SOFR Loan or a CORRA Loan.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the L/C Issuer for use.

"UFCA" has the meaning specified in Section 10.20(d).

"UFTA" has the meaning specified in Section 10.20(d).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"Unintentional Overadvance" means an Overadvance which, to the Administrative Agent's knowledge, did not constitute an Overadvance when made but which has become an Overadvance resulting from changed circumstances beyond the control of the Credit Parties, including, without limitation, a reduction in the NOLV or similar value of property or assets included in the Borrowing Base, increase in Reserves or misrepresentation by the Loan Parties.

"United States" and "U.S." mean the United States of America.

"USCO" means the United States Copyright Office.

"U.S. Borrowers" means, collectively, the Lead Borrower, Services Company, TCP Brands, TCP International and each other Domestic Subsidiary who shall from time to time enter into a Joinder Agreement as a U.S. Borrower.

"U.S. Commitment" means, as to each U.S. Lender, its U.S. Revolving Commitment.

"U.S. Committed Borrowing" means a borrowing consisting of simultaneous U.S. Committed Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the U.S. Revolving Lenders pursuant to Section 2.01.

"U.S. Committed Loan" has the meaning specified in Section 2.01(a).

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of

trading in United States government securities; provided, that for purposes of notice requirements in Section 2.02(b), such day is also a Business Day.

"U.S. L/C Obligations" means, as at any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding U.S. Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations resulting from drawings with respect to U.S. Letters of Credit which drawings remain unreimbursed or which have not been paid through a U.S. Loan. For purposes of computing the amounts available to be drawn under any U.S. Letter of Credit, the amount of such U.S. Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a U.S. Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any Rule under the ISP or any article of the UCP, such U.S. Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"U.S. Lender" means each U.S. Revolving Lender.

"U.S. Letter of Credit" means a Letter of Credit issued on behalf of any U.S. Loan Party or any of its Domestic Subsidiaries.

"U.S. Loan" means a U.S. Revolving Loan.

"U.S. Loan Party" means U.S. Borrowers and any other Loan Party that is a Domestic Subsidiary.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Revolving Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the U.S. Borrowers' Eligible Credit Card Receivables multiplied by ninety percent (90%);

plus

(b) the face amount of the U.S. Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by ninety percent (90%);

plus

(c) the Cost of the U.S. Borrowers' Eligible Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Inventory;

plus

(d) the Cost of the U.S. Borrowers' Eligible In-Transit Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) exceed 25% of the Revolving Loan Cap (calculated without giving effect to clause (b) of the definition of the Aggregate Revolving Borrowing Base) then in effect;

plus

(e) the Cost of the U.S. Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused

Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (g) exceed the lesser of (i) ten percent (10%) of the Revolving Loan Cap (calculated without giving effect to clause (b) of the definition of the Aggregate Revolving Borrowing Base) then in effect at such time, or (ii) $40,000,000;

minus

(f) the then amount of all Availability Reserves (including without limitation, the Carve Out Reserve).

"U.S. Revolving Commitment" means, as to each U.S. Revolving Lender, its obligation to (a) make U.S. Committed Loans to the U.S. Borrowers pursuant to Section 2.01, (b) purchase participations in U.S. L/C Obligations, and (c) purchase participations in U.S. Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such U.S. Revolving Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender becomes a party hereto, as applicable, as such amount may be reduced from time to time in accordance with this Agreement.

"U.S. Revolving Lender" means each Lender having a U.S. Revolving Commitment, and shall include the U.S. Swing Line Lender, and shall also include any other Person made a party to this Agreement as a U.S. Revolving Lender pursuant to the provisions of Section 10.06 of this Agreement; and "U.S. Revolving Lenders" means each of the Revolving Lenders with a U.S. Revolving Commitment or any one or more of them.

"U.S. Revolving Loan" means an extension of credit by a U.S. Revolving Lender to the U.S. Borrowers under Article II in the form of a Committed Loan or a Swing Line Loan.

"U.S. Special Resolution Regimes" has the meaning specified in Section 10.28.

"U.S. Swing Line" means the revolving credit facility made available by the U.S. Swing Line Lender pursuant to Section 2.04.

"U.S. Swing Line Lender" means Wells Fargo Bank, in its capacity as provider of U.S. Swing Line Loans, or any successor swing line lender hereunder.

"U.S. Swing Line Loan" has the meaning specified in Section 2.04(a).

"U.S. Swing Line Sublimit" means an amount equal to the lesser of (a) zero or (b) the U.S. Revolving Commitments. The U.S. Swing Line Sublimit is part of, and not in addition to, the U.S. Revolving Commitments.

"U.S. Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all U.S. Revolving Loans and all U.S. L/C Obligations and (b) the Prepetition U.S. Total Revolving Outstandings.

"Wells Fargo Bank" means Wells Fargo Bank, National Association, a national banking association.

"Wells Fargo Canada" means Wells Fargo Capital Finance Corporation Canada.

"Wind Down Carve Out Amount" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"Zeavion License" means, collectively, (a) that certain License and Assignment Agreement, dated as of July 15, 2016, by and among The Gymboree Corporation, Gym-Mark Inc. and Zeavion Holding PTE. LTD., and (b) the related License Agreement, dated as of November 15, 2022, by and among Gym-Mark, Inc. and TCP Brands, on the one hand, and Zeavion Holding PTE, LTD, on the other hand, each as amended, supplemented or modified from time to time.

Notwithstanding anything to the contrary herein or in any other Loan Document, any reference to a defined term as defined in the DIP Term Credit Agreement or any other Term Document shall refer to the definition of such term as in effect on the Closing Date (including with respect to any component definitions (or any sub-component definitions)), except with respect to any amendment or other modification thereto (or to any component definitions (or any sub-component definitions)) permitted under this Agreement and the Intercreditor Agreement or otherwise consented to by the Administrative Agent and, to the extent required under Section 10.01 hereof, the applicable Lenders.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer

to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) information disclosed in a particular Exhibit, Annex or Schedule to this Agreement or to any other Loan Document shall be deemed to be disclosed and incorporated under any other Exhibit, Annex or Schedule to this Agreement or to such other Loan Document where such disclosure would otherwise be appropriate, but only to the extent that it is reasonably apparent from the express language of such disclosure that it applies to the other Exhibit, Annex or Schedule. All references in this Agreement and the other Loan Documents to the Borrowers, the Guarantors, the Loan Parties or the Debtors shall be deemed to mean and include (as applicable) such Persons and their respective successors and assigns (including any trustee, receiver, interim receiver, liquidator or other fiduciary hereafter appointed as the legal representative of any Debtor or with respect to the property of the estate of any Debtor, whether under Chapter 11 or Chapter 7 of the Bankruptcy Code, under the CCAA or the *Bankruptcy and Insolvency Act* (Canada), or other applicable laws in any jurisdiction).

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (i) the indefeasible repayment in Dollars or, as applicable in accordance with this Agreement, Canadian Dollars, in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit and Bank Products (other than Swap Contracts) and any other contingent Obligation, including indemnification obligations, providing Cash Collateralization) or other collateral as may be requested by any Agent of all of the Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Swap Contracts) other than (A) unasserted contingent indemnification Obligations, (B) any Obligations relating to Bank Products (other than Swap Contracts) that, at such time, are allowed by the applicable Bank Product provider to remain outstanding without being required to be repaid or Cash Collateralized or other collateral as may be requested by any Agent, and (C) any Obligations relating to Swap Contracts that, at such time, are allowed by the applicable provider of such Swap Contracts to remain outstanding without being required to be repaid, and (ii) the termination of (A) the Aggregate Revolving Commitments, (B) the obligation of the L/C Issuer to issue Letters of Credit hereunder, and (C) the Loan Documents. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Prepetition Revolving Loans or Prepetition Obligations shall mean that such amounts have been "Paid in Full" as such term is defined in the Orders.

(e) For purposes of any Collateral located in the Province of Quebec or charged by any hypothec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to filing, registering or recording under the UCC or PPSA shall include publication under the Civil Code of Quebec, (vii) all references to "perfection"

of or "perfected" Liens shall include a reference to "opposable" or "set up" Liens as against third parties, (viii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (ix) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall include a "mandatary", (xi) "construction liens" shall include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (xii) "joint and several" shall include solidary and "jointly and severally" shall include "solidarily", (xiii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiv) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (xv) "easement" shall include "servitude", (xvi) "priority" shall include "prior claim" or rank, as applicable, (xvii) "survey" shall include "certificate of location and plan", (xviii) "fee simple title" or "fee owned" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (xix) "ground lease" shall include an "emphyteusis" or a "lease with a right of superficies", as applicable, (xx) "account" and "accounts receivable" shall include "claims", (xxi) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively, (xxii) "foreclosure" shall include "the exercise of a hypothecary right of taking in payment", (xxiii) "leasehold interest" shall include "rights resulting from a lease", and (xxiv) "lease" shall include a "leasing contract (*crédit-bail*)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated hereby be drawn up in the English language only and that all other documents contemplated hereunder or relating hereto, including notices, shall also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement*.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Lead Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Tariff Refunds. For purposes of calculating Excess Availability, any Borrowing Base, the Aggregate Revolving Borrowing Base, any basket or any financial covenant (including the covenant set forth in Section 7.19), Tariff Refund Proceeds shall be included only to the extent actually received in cash by a Loan Party and economically retained after satisfaction of all repayment, remittance, reimbursement, setoff, reserve, sale, factoring, financing and mandatory

prepayment obligations, and any non-cash recognition, accrual, receivable, gain, income, expense reduction, cost of goods sold reduction, depreciation reduction, asset carrying-value reduction or other accounting benefit relating to any Tariff Refund Asset shall be excluded from each such computation.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that, except as otherwise provided in Section 2.03(l), with respect to any Letter of Credit that, by its terms or the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.07 Currency Equivalents Generally. Any amount specified in this Agreement (other than in Article II or as otherwise expressly provided herein or in any of the other Loan Documents) to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the "Spot Rate" means, for a currency, on any relevant date of determination, the rate determined by the Administrative Agent or the L/C Issuer, as applicable, as the spot rate for the purchase of such currency with another currency through its principal foreign exchange trading office on the date of such determination (it being understood that such determination is typically made at approximately 1:30 p.m. London time, but the determination time may be adjusted from time to time, based on current system configurations); provided that the Administrative Agent or the L/C Issuer, as applicable, may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer, as applicable, if it does not have as of the date of determination a spot buying rate for any such currency. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, unless the context of this Agreement or any other Loan Document clearly requires otherwise, such amounts shall be deemed to refer to Dollars and any requisite currency translation shall be based on the Spot Rate and the permissibility of actions already taken shall not be affected by subsequent fluctuations in the Spot Rate. All certificates, reports and notices delivered under this Agreement shall express any amounts, calculations or determinations in Dollars. Wherever in this Agreement and the other Loan Documents in connection with a borrowing, conversion, continuation or prepayment of a Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Loan or Letter of Credit is to be denominated in Canadian Dollars, such amount shall be the same dollar figure but denominated in Canadian Dollars. Principal, interest, reimbursement obligations, cash collateral for reimbursement obligations, fees, and all other amounts payable to the Agents, Lenders or other Credit Parties under this Agreement and the other Loan Documents shall be payable (except as otherwise specifically provided herein) in the currency in which such Obligations are denominated.

1.08 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's Laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.09 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.03(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II.
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make loans in Dollars (each such loan, a "U.S. Committed Loan") to the U.S. Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such U.S. Revolving Lender's U.S. Revolving Commitment, or (y) such U.S. Revolving Lender's Applicable Percentage of the U.S. Revolving Borrowing Base; subject in each case to the following limitations:

(i) after giving effect to any U.S. Committed Borrowing, the U.S. Total Revolving Outstandings shall not exceed the lesser of (A) the U.S. Revolving Commitments, or (B) the U.S. Revolving Borrowing Base;

(ii) after giving effect to any U.S. Committed Borrowing, the aggregate Outstanding Amount of the U.S. Committed Loans (together with the outstanding

Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans shall not exceed such U.S. Revolving Lender's U.S. Revolving Commitment;

(iii) the Outstanding Amount of all U.S. L/C Obligations shall not at any time exceed the Letter of Credit Sublimit;

(iv) the Total Revolving Outstandings shall not at any time exceed the Revolving Loan Cap; and

(v) after giving effect to all Revolving Credit Extensions to the U.S. Borrowers, no Overadvance shall exist.

Within the limits of each U.S. Revolving Lender's U.S. Revolving Commitment, and subject to the other terms and conditions hereof, the U.S. Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all U.S. Committed Loans shall be only Base Rate Loans.

(b) Subject to the terms and conditions set forth herein, each Canadian Revolving Lender severally agrees to make loans in Dollars or Canadian Dollars (each such loan, a "Canadian Committed Loan") to the Canadian Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such Canadian Revolving Lender's Canadian Revolving Commitment, or (y) such Canadian Revolving Lender's Applicable Percentage of the Canadian Revolving Borrowing Base; subject in each case to the following limitations:

(i) after giving effect to any Canadian Committed Borrowing, the Canadian Total Revolving Outstandings shall not exceed the lesser of (A) the Canadian Revolving Commitments, or (B) the Canadian Revolving Borrowing Base;

(ii) after giving effect to any Canadian Committed Borrowing, the aggregate Outstanding Amount of the Canadian Committed Loans (together with the outstanding Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans shall not exceed such Canadian Revolving Lender's Canadian Revolving Commitment;

(iii) the Outstanding Amount of all Canadian L/C Obligations shall not at any time exceed the Canadian Letter of Credit Sublimit;

(iv) the Canadian Total Revolving Outstandings shall not at any time exceed the Canadian Revolving Credit Ceiling;

(v) the Total Revolving Outstandings shall not at any time exceed the Revolving Credit Ceiling;

(vi) the Total Revolving Outstandings shall not at any time exceed the Revolving Loan Cap; and

(vii) after giving effect to all Revolving Credit Extensions to the Canadian Borrowers, no Overadvance shall exist.

Within the limits of each Canadian Revolving Lender's Canadian Revolving Commitment, and subject to the other terms and conditions hereof, the Canadian Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all Canadian Committed Loans shall be only Base Rate Loans.

(c) [Reserved].

(d) The Reserves as of the Closing Date are identified in the Borrowing Base Certificate delivered pursuant to Section 4.01(c) of this Agreement.

(e) The Administrative Agent shall have the right, at any time and from time to time on or after the Closing Date in its reasonable discretion to establish, modify or eliminate Reserves (other than the Carve Out Reserve, which shall be determined solely in accordance with the definition of such term, the Orders, and the Canadian Charge Reserve, which shall be determined solely in accordance with the Canadian Recognition Orders).

2.02 Borrowings, Conversions and Continuations of Committed Loans.

(a) U.S. Committed Loans (other than Swing Line Loans) shall be either Base Rate Loans or SOFR Loans, and Canadian Committed Loans (other than Swing Line Loans) shall be either Base Rate Loans, CORRA Loans or SOFR Loans, in each case as the Lead Borrower may request subject to and in accordance with this Section 2.02. All Swing Line Loans shall be only Base Rate Loans. Subject to the other provisions of this Section 2.02, Committed Borrowings of more than one Type may be incurred at the same time.

(b) Each request for a Committed Borrowing consisting of a Base Rate Loan shall be made by electronic request of the Lead Borrower through the Administrative Agent's Commercial Electronic Office Portal or through such other electronic portal provided by the Administrative Agent (the "Portal"), which must be received by the Administrative Agent not later than (x) 12:00 noon on the requested date of any U.S. Committed Borrowing of Base Rate Loans, and (y) 11:00 a.m. on the requested date of any Canadian Committed Borrowing of Base Rate Loans. The Borrowers hereby acknowledge and agree that any request made through the Portal shall be deemed made by a Responsible Officer of the Borrowers. Each request for a Committed Borrowing consisting of a SOFR Loan or CORRA Loan shall be made pursuant to the Lead Borrower's submission of a Fixed Rate Loan Notice, which must be received by the Administrative Agent not later than 11:00 a.m. (x) three (3) U.S. Government Securities Business Days prior to the requested date of any such Borrowing or continuation of SOFR Loans, or (y) three (3) Business Days prior to the requested date of any such Borrowing or continuation of CORRA Loans. Each Fixed Rate Loan Notice shall specify (i) the Type and requested date of the Borrowing or continuation, as the case may be (which shall be a Business Day), (ii) the principal amount of SOFR Loans to be borrowed or continued (which shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof) or the principal amount of CORRA Loans to be borrowed or continued (which shall be in a principal amount of CAD$1,000,000 or a whole multiple of CAD$500,000 in excess thereof), and (iii) the duration of the Interest Period with respect thereto. If the Lead

Borrower fails to specify an Interest Period in the Fixed Rate Loan Notice, it will be deemed to have specified an Interest Period of one month. On the requested date of any SOFR Loan or CORRA Loan, (i) in the event that Base Rate Loans are outstanding in an amount equal to or greater than the requested SOFR Loan or CORRA Loan, as applicable, all or a portion of such Base Rate Loans in Dollars shall be automatically converted to a SOFR Loan in the amount requested by the Lead Borrower, and all or a portion of such Canadian Base Rate Loans shall be automatically converted to a CORRA Loan in the amount requested by the Lead Borrower, and (ii) if Base Rate Loans in Dollars are not outstanding in an amount at least equal to the requested SOFR Loan or if Canadian Base Rate Loans are not outstanding in an amount at least equal to the requested CORRA Loan, the Lead Borrower shall make an electronic request via the Portal for additional applicable Base Rate Loans in such amount, when taken with the outstanding Base Rate Loans (which shall be converted automatically at such time), as is necessary to satisfy the requested SOFR Loan or CORRA Loan. If the Lead Borrower fails to make such additional request via the Portal as required pursuant to clause (ii) of the foregoing sentence, then the Borrowers shall be responsible for all amounts due pursuant to Section 3.05 hereof arising on account of such failure. If the Lead Borrower fails to give a timely notice with respect to any continuation of a SOFR Loan or CORRA Loan, then the applicable Committed Loans shall be converted to Base Rate Loans (if in Canadian Dollars, to Canadian Base Rate Loans), effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans or CORRA Loans. If no election as to whether a U.S. Loan or a Canadian Revolving Loan (denominated in Dollars) is to be a Base Rate Loan or a SOFR Loan is contained in the applicable request, then the requested Loan shall be a Base Rate Loan. If no election as to whether a Canadian Revolving Loan denominated in Canadian Dollars is to be a CORRA Loan or Canadian Base Rate Loan is contained in the applicable request, then the requested Canadian Loan shall be a Canadian Base Rate Loan. All requests for a Committed Borrowing which are not made by electronic request of the Lead Borrower through the Portal shall be subject to (and unless the Administrative Agent elects otherwise in the exercise of its sole discretion, such Committed Borrowing shall not be made until the completion of) the Administrative Agent's authentication process (with results satisfactory to the Administrative Agent) prior to the funding of any such requested Committed Loan.

(c) The Administrative Agent shall promptly notify each Revolving Lender of the amount of its Applicable Percentage of the applicable Committed Loans, and if no timely notice of a conversion or continuation is provided by the Lead Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(b). In the case of a Committed Borrowing, each Revolving Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:30 p.m. on the Business Day specified in the applicable notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrowers in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the applicable Borrowers on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Lead Borrower.

(d) The Administrative Agent, without the request of the Lead Borrower, may advance any interest, fee, service charge (including direct wire fees), Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document, as and when due and payable, and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action

on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrowers' obligations under Section 2.05(d). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(d), shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(e) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan and a CORRA Loan may be continued or converted only on the last day of an Interest Period for such CORRA Loan. Upon the occurrence and during the continuance of a Default, the Administrative Agent may, and at the direction of the Required Lenders shall, prohibit Loans from being requested as, converted to or continued as, SOFR Loans or CORRA Loans.

(f) The Administrative Agent shall promptly notify the Lead Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans and CORRA Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Lead Borrower and the Lenders of any change in Wells Fargo Bank's prime rate used in determining the Base Rate or any change of any component rate comprised in the Canadian Base Rate giving rise to a change in the Canadian Base Rate promptly following the public announcement of such change.

(g) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to Committed Loans.

(h) The Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Borrowers, the Lenders, the Swing Line Lender and the L/C Issuer and the Borrowers and each Lender and L/C Issuer shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrowers and shall constitute a Loan and an Obligation and shall be repaid by the Borrowers in accordance with the provisions of Section 2.05(d). The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations to purchase participations with respect to Letters of Credit or of Section 2.04 regarding the Revolving Lenders' obligations to purchase participations with respect to Swing Line Loans. Without limiting the foregoing, the Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to Unintentional Overadvances regardless of the amount of any such Unintentional Overadvances.

(i) Notwithstanding anything to the contrary in this Agreement (including, without limitation, this Section 2.02) or any other Loan Document, all Revolving Loans (including Swing Line Loans) shall be only Base Rate Loans.

2.03 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of the Lead Borrower made in accordance herewith, and prior to the Maturity Date, the L/C Issuer agrees to

issue, or, in the case of Canadian Letters of Credit, to cause a Canadian Underlying Issuer (including as a Canadian Revolving Lender's agent) to issue, a requested Letter of Credit for the account of one or more of the Loan Parties. If the L/C Issuer, at its option, elects to cause a Canadian Underlying Issuer to issue a requested Canadian Letter of Credit, then the L/C Issuer agrees that it will enter into arrangements relative to the reimbursement of such Canadian Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Canadian Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Canadian Underlying Issuer with respect to drawings under such Canadian Letter of Credit) with respect to Canadian Letters of Credit issued by such Canadian Underlying Issuer. By submitting a request to the L/C Issuer for the issuance of a Letter of Credit, the Borrowers shall be deemed to have requested that the L/C Issuer issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal or extension of any outstanding Letter of Credit, shall be (i) irrevocable and be made in writing pursuant to a Letter of Credit Application by a Responsible Officer, (ii) delivered to the L/C Issuer and the Administrative Agent via telefacsimile or other electronic method of transmission reasonably acceptable to the L/C Issuer not later than 11:00 a.m. at least two Business Days (or such other date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the L/C Issuer's authentication procedures with results satisfactory to the L/C Issuer. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or the L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that the L/C Issuer generally requests for Letters of Credit in similar circumstances. The L/C Issuer's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, the L/C Issuer may, but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property to the extent that the face amount of such Letter of Credit exceeds the highest rent (including all rent-like charges) payable under such lease for a period of one year, or (y) an employment contract to the extent that the face amount of such Letter of Credit exceeds the highest compensation payable under such contract for a period of one year.

(b) The L/C Issuer shall have no obligation to issue a U.S. Letter of Credit if, after giving effect to the requested issuance, (i) the U.S. Total Revolving Outstandings would exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, (ii) the Total Revolving Outstandings would exceed the Revolving Loan Cap, (iii) [reserved], (iv) the aggregate Outstanding Amount of the U.S. Committed Loans (plus the aggregate outstanding principal amount of Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations, plus the Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans of such U.S. Revolving Lender would exceed such U.S. Revolving Lender's U.S. Revolving Commitment, or (v) the Outstanding Amount of the U.S. L/C Obligations would exceed the Letter of Credit Sublimit. The L/C Issuer shall have no obligation to issue a Canadian Letter of Credit if, after giving effect to the requested issuance, (i) the Canadian Total Revolving Outstandings would exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing

Base, (ii) the Total Revolving Outstandings would exceed the Revolving Loan Cap, (iii) [reserved], (iv) the aggregate Outstanding Amount of the Canadian Committed Loans (plus the aggregate outstanding principal amount of Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations, plus the Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans of such Canadian Revolving Lender would exceed such Canadian Revolving Lender's Canadian Revolving Commitment, or (v) the Outstanding Amount of the Canadian L/C Obligations would exceed the Canadian Letter of Credit Sublimit.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the L/C Issuer shall not be required to issue or arrange for such Letter of Credit to the extent (i) the Defaulting Lender's participation with respect to such Letter of Credit may not be reallocated pursuant to Section 9.15(a), or (ii) the L/C Issuer has not otherwise entered into arrangements reasonably satisfactory to it and the Borrowers to eliminate the L/C Issuer's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include the Borrowers cash collateralizing such Defaulting Lender's participation with respect to such Letter of Credit in accordance with Section 9.15(a). Additionally, the L/C Issuer shall have no obligation to issue and/or extend a Letter of Credit, including, without limitation, if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of Law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit or request that the L/C Issuer refrain from the issuance of letters of credit generally or such Letter of Credit in particular, (B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally, (C) the expiry date of such requested Letter of Credit that is a Standby Letter of Credit would occur later than the date that is twelve (12) months after the date of issuance thereof, provided, that, such Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration, subject to the terms hereof (including, without limitation, clause (E) below and Section 2.03(h)), (D) the expiry date of such requested Letter of Credit that is a Commercial Letter of Credit would occur later than the date that is the earlier of (i) 120 days after the date of the issuance of such Commercial Letter of Credit and (ii) the Letter of Credit Expiration Date, and (E) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date (provided that, to the extent the L/C Issuer agrees to issue and/or extend a Letter of Credit, the L/C Issuer may require that such Letter of Credit be Cash Collateralized on or prior to the date of issuance (or such later date as to which the Administrative Agent may agree) or that all Revolving Lenders approve such expiry date).

(d) Any L/C Issuer (other than Wells Fargo Bank, Wells Fargo Canada (or the Canadian Underlying Issuer) or any of their Affiliates) shall notify the Administrative Agent in writing no later than the Business Day immediately following the Business Day on which such L/C Issuer issued any Letter of Credit; provided that (i) until the Administrative Agent advises any such L/C Issuer that the provisions of Section 4.02 are not satisfied, or (ii) unless the aggregate amount of the Letters of Credit issued in any such week exceeds such amount as shall be agreed by the Administrative Agent and such L/C Issuer, such L/C Issuer shall be required to so notify the Administrative Agent in writing only once each week of the Letters of Credit issued by such L/C Issuer during the immediately preceding week as well as the daily amounts outstanding for the prior week, such notice to be furnished on such day of the week as the Administrative Agent and such L/C Issuer may agree. Each Letter of Credit shall be in form and substance reasonably acceptable to the L/C Issuer, including the requirement that the amounts payable thereunder must be payable

in Dollars. If the L/C Issuer makes a payment under a Letter of Credit, the Borrowers shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02 hereof) and, initially, shall bear interest at the rate then applicable to Committed Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to the L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the L/C Issuer or, to the extent that the Revolving Lenders have made payments pursuant to Section 2.03(e) to reimburse the L/C Issuer, then to such Revolving Lenders and the L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.03(d), each Revolving Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrowers had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the L/C Issuer the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of a Letter of Credit) and without any further action on the part of the L/C Issuer or the Revolving Lenders, the L/C Issuer shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by the L/C Issuer, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Revolving Lender agrees to pay to the Administrative Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of any Letter of Credit Disbursement made by the L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of each Letter of Credit Disbursement made by the L/C Issuer and not reimbursed by Borrowers on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent or the L/C Issuer elects, based upon the advice of counsel, to refund) to the Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent, for the account of the L/C Issuer, an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of a Default or the failure to satisfy any condition set forth in Section 4.02 hereof. If any such Revolving Lender fails to make available to the Administrative Agent the amount of such Revolving Lender's Applicable Percentage of a Letter of Credit Disbursement as provided in this Section, such Revolving Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuer) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each Credit Party (including the L/C Issuer and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including the L/C Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by Law) from and against any and all claims, demands, suits, judgments, actions, investigations, proceedings, liabilities, losses, fines, costs, penalties, interest and damages, and all reasonable fees and disbursements of attorneys,

experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Article III) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to the L/C Issuer in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, computer, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by the L/C Issuer to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions;

(x) the L/C Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to the L/C Issuer in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to the L/C Issuer's issuance of a Letter of Credit in support of a foreign guaranty including without limitation the expiration of

such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by the L/C Issuer in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

in each case, including that resulting from the Letter of Credit Related Person's own negligence; provided, however, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. The Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.03(f). If and to the extent that the obligations of the Borrowers under this Section 2.03(f) are unenforceable for any reason, the Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable Law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of the L/C Issuer (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrowers that are caused directly by the L/C Issuer's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit or (iii) retaining Drawing Documents presented under a Letter of Credit. The L/C Issuer shall be deemed to have acted with due diligence and reasonable care if the L/C Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement. The Borrowers' aggregate remedies against the L/C Issuer and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrowers to the L/C Issuer in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrowers shall take action to avoid and mitigate the amount of any damages claimed against the L/C Issuer or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the L/C Issuer to effect a cure.

(h) The Borrowers are responsible for the final text of the Letter of Credit as issued by the L/C Issuer, irrespective of any assistance the L/C Issuer may provide such as drafting or recommending text or by the L/C Issuer's use or refusal to use text submitted by the Borrowers. The Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the L/C Issuer, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. The Borrowers are solely responsible for the suitability of the Letter of

Credit for the Borrowers' purposes. If the Borrowers request the L/C Issuer to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against the L/C Issuer, (ii) the Borrowers shall be responsible for the application and obligations under this Agreement, and (iii) communications (including notices) related to the respective Letter of Credit shall be among the L/C Issuer and the Borrowers. The Borrowers will examine the copy of the Letter of Credit and any other documents sent by the L/C Issuer in connection therewith and shall promptly notify the L/C Issuer (not later than three (3) Business Days following the Borrowers' receipt of documents from the L/C Issuer) of any non-compliance with the Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrowers understand and agree that the L/C Issuer is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the L/C Issuer, in its sole and absolute discretion, may at any time give notice of nonrenewal of such Letter of Credit, and without limiting the foregoing, if the Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrowers will so notify the Administrative Agent and the L/C Issuer at least 30 calendar days before the L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit. Subject to clause (g) above, the Borrowers' acceptance or rejection of a Drawing Document presented under or in connection with any Letter of Credit (whether or not the document is genuine) or of any released goods shall preclude the Borrowers from raising a defense, set-off or claim with respect to the L/C Issuer's honor of such presentation.

(i) The Borrowers' reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit or amendment thereto, any Issuer Document, this Agreement or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) any delay in giving or failing to give notice (irrespective of whether notice is required) to any Borrower;

(iv) the L/C Issuer or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(v) the L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(vi) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the L/C Issuer or any other Person;

(vii) the L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at the L/C Issuer's counters or are different from the electronic presentation;

(viii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against the L/C Issuer, the beneficiary or any other Person; or

(ix) the fact that any Default shall have occurred and be continuing;

provided, however, that subject to Section 2.03(g) above, the foregoing shall not release the L/C Issuer from such liability to the Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the L/C Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrowers to the L/C Issuer arising under, or in connection with, this Section 2.03 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the L/C Issuer and each other Letter of Credit Related Person (if applicable) shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers and the obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than the L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that the L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors

in interpretation of technical terms or in translation or any delay in giving or failing to give notice (irrespective of whether notice is required) to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP, UCP or eUCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by the L/C Issuer if subsequently the L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor;

(xiii) honor of a presentation made at any location or counter of the L/C Issuer notwithstanding any stated restrictions on presentation locations in the Letter of Credit;

(xiv) delivery of the Letter of Credit to the beneficiary using the L/C Issuer's branch network notwithstanding any advising bank preference by the applicant; or

(xv) honor of a presentation that is subsequently determined by the L/C Issuer to have been made in violation of international, federal, state, provincial or local restrictions on the transaction of business with certain prohibited Persons.

(k) Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Obligation that remains outstanding (other than L/C Obligations consisting of the remaining undrawn stated amount resulting from a partial drawing), or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, promptly Cash Collateralize the then Outstanding Amount of all L/C Obligations. Sections 2.05 and 8.02(a)(iii) set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.03, Section 2.05 and Section 8.02(a)(iii), "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Revolving Lenders, as collateral for the L/C Obligations, cash or deposit account balances in an amount equal to 105% (in the case of Letters of Credit denominated in a currency other than Dollars, in an amount at least equal to 110%) of the Outstanding Amount of all L/C Obligations, pursuant to documentation in form and substance satisfactory to the

Administrative Agent and the L/C Issuer (which documents are hereby Consented to by the Revolving Lenders). The Borrowers hereby grant to the Collateral Agent a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in a Cash Collateral Account. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrowers will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Laws, to reimburse the L/C Issuer and, to the extent not so applied, shall thereafter be applied to satisfy other Obligations.

(l) The Borrowers shall pay to the Administrative Agent, for the account of each Revolving Lender in accordance with its Applicable Percentage, a Letter of Credit fee (the "Letter of Credit Fee") (i) for each Commercial Letter of Credit, equal to 1.75% multiplied by the daily Stated Amount under such Letter of Credit, and (ii) for each Standby Letter of Credit, equal to the Applicable Margin multiplied by the daily Stated Amount under such Letter of Credit. For purposes of computing the daily Stated Amount available to be drawn under any Letter of Credit, the Stated Amount of the Letter of Credit shall be determined in accordance with Section 1.06; provided that, for purposes only of calculating the Letter of Credit Fee owing hereunder, the daily Stated Amount available to be drawn under any Letter of Credit that provides for one or more automatic increases in the Stated Amount thereof shall be deemed to be the maximum Stated Amount then in effect under such Letter of Credit (at the time of each such calculation of the Letter of Credit Fee), rather than the maximum Stated Amount for which such Letter of Credit may be honored. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each month, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand, and (ii) computed on a monthly basis in arrears. Notwithstanding anything to the contrary contained herein, while any Event of Default has occurred and is continuing, the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all Letter of Credit Fees shall accrue at the Default Rate and thereafter such Letter of Credit Fees shall accrue at the Default Rate to the fullest extent permitted by applicable Laws.

(m) In addition to the Letter of Credit Fees as set forth in Section 2.03(l) above, the Borrowers shall pay immediately upon demand to the Administrative Agent for the account of the L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.02(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(m)): (i) a fronting fee which shall be imposed by the L/C Issuer equal to 0.125% per annum times the average amount of the L/C Obligations during the immediately preceding month (or portion thereof), plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, the L/C Issuer, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, whether at the time of issuance of any Letter of Credit, upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, extensions or cancellations), or otherwise (provided, in the case of any Existing Letter of Credit, less any such amounts already paid with respect to such Existing Letter of Credit for a particular period prior to the Petition Date).

(n) Unless otherwise expressly agreed by the L/C Issuer and the Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the substantive laws of the jurisdiction specified in the applicable Letter of Credit shall govern such Letter of Credit, or if no governing law is so specified, then the substantive laws of the jurisdiction of the office of the L/C Issuer (or, in the case of a Canadian Letter of Credit issued by a Canadian Underlying Issuer, the office of such Canadian Underlying Issuer) that issued the applicable Letter of Credit shall govern, including, in either case, the Uniform Commercial Code (or other applicable Law governing letters of credit) as in effect from time to time in such jurisdiction (notwithstanding the definition of "Uniform Commercial Code" herein), but excluding any choice of law rules that would apply the law of a different jurisdiction, (ii) the rules of the ISP shall apply to each Standby Letter of Credit, and (iii) the rules of the UCP or eUCP shall apply to each Commercial Letter of Credit.

(o) The L/C Issuer shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(p) The ISP, the UCP and the eUCP shall serve, in the absence of proof to the contrary, as evidence of Standard Letter of Credit Practice with respect to matters covered therein.

(q) In the event of a direct conflict between (i) the provisions of this Section 2.03 and any provision contained in any Issuer Document or Standard Letter of Credit Practice, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other, (ii) the ISP and the UCC (or other applicable Law) or other Standard Letter of Credit Practice, the ISP shall control and govern, (iii) the UCP or the eUCP, as applicable, and the UCC (or other applicable Law) or other Standard Letter of Credit Practice, if the Letter of Credit is governed by the UCP or the eUCP, as applicable, the UCP or the eUCP, as applicable, shall control and govern, and (iv) the eUCP and the UCP, if the Letter of Credit is governed by the eUCP, the eUCP shall control and govern. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At the Borrowers' cost and expense, the Borrowers shall execute and deliver to the L/C Issuer such additional certificates, instruments, documents or agreements and take such additional action as may be reasonably requested by the L/C Issuer to enable the L/C Issuer to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce the L/C Issuer's rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Each Borrower irrevocably appoints the L/C Issuer as its attorney-in-fact and authorizes the L/C Issuer, without notice to the Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such

actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) The Borrowers, the Agents, the Lenders and the L/C Issuer agree that the Existing Letters of Credit shall be deemed Letters of Credit hereunder as if issued by the L/C Issuer hereunder, from and after the Closing Date, shall be subject to and governed by the terms and conditions hereof.

(u) With respect to each application for a Letter of Credit to cover the shipment or sale of goods, the Borrowers have obtained or will obtain, prior to submission of such application to the L/C Issuer, all import, export or shipping licenses and other governmental approvals required in connection with the transaction(s) contemplated thereby or the issuance by the L/C Issuer of any Letter of Credit.

(v) The L/C Issuer, at its option, shall be subrogated to the applicant's rights against any Person who may be liable to any applicant on any transaction or obligation underlying any Letter of Credit, to the rights of any holder in due course or Person with similar status against the applicant, and to the rights of any beneficiary or any successor or assignee of any beneficiary.

2.04 Swing Line Loans.

(a) The Swing Line.

(i) Subject to the terms and conditions set forth herein, the U.S. Swing Line Lender agrees, in reliance upon the agreements of the other U.S. Revolving Lenders set forth in this Section 2.04, to make loans (each such loan, a "U.S. Swing Line Loan") to the U.S. Borrowers from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the U.S. Swing Line Sublimit, notwithstanding the fact that such U.S. Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of U.S. Revolving Loans and U.S. L/C Obligations of the U.S. Revolving Lender acting as U.S. Swing Line Lender, may exceed the amount of such U.S. Revolving Lender's U.S. Revolving Commitment; provided, however, that after giving effect to any U.S. Swing Line Loan, (i) the U.S. Total Revolving Outstandings shall not exceed the lesser of (A) the U.S. Revolving Commitments, or (B) the U.S. Revolving Borrowing Base, (ii) the aggregate Outstanding Amount of the U.S. Committed Loans (plus the Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender at such time, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations at such time, plus the Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans at such time shall not exceed such U.S. Revolving Lender's U.S. Revolving Commitment, and (iii) the Outstanding Amount of all Revolving Credit Extensions (plus the Prepetition Total Revolving Outstandings) shall not at any time exceed the Revolving Loan Cap, and provided, further, that the U.S. Borrowers shall not use the proceeds of any U.S. Swing Line Loan to refinance any outstanding Swing Line Loan.

(ii) Subject to the terms and conditions set forth herein, the Canadian Swing Line Lender agrees, in reliance upon the agreements of the other Canadian Revolving Lenders set forth in this Section 2.04, to make loans (each such loan, a "Canadian Swing Line Loan") to the Canadian Borrowers from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the

amount of the Canadian Swing Line Sublimit, notwithstanding the fact that such Canadian Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Canadian Revolving Loans and Canadian L/C Obligations of the Canadian Revolving Lender acting as Canadian Swing Line Lender, may exceed the amount of such Canadian Revolving Lender's Canadian Revolving Commitment; provided, however, that after giving effect to any Canadian Swing Line Loan, (i) the Canadian Total Revolving Outstandings shall not exceed the lesser of (A) the Canadian Revolving Commitments, or (B) the Canadian Revolving Borrowing Base, (ii) the aggregate Outstanding Amount of the Canadian Committed Loans (plus the Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender at such time, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations at such time, plus the Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans of such Canadian Revolving Lender at such time shall not exceed such Canadian Revolving Lender's Canadian Revolving Commitment, and (iii) the Outstanding Amount of all Revolving Credit Extensions (plus the Prepetition Total Revolving Outstandings) shall not at any time exceed the Revolving Loan Cap, and provided, further, that the Canadian Borrowers shall not use the proceeds of any Canadian Swing Line Loan to refinance any outstanding Swing Line Loan.

Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall bear interest only at a rate based on the Base Rate or, if a Canadian Swing Line Loan in Canadian Dollars, the Canadian Base Rate. Immediately upon the making of a Swing Line Loan, each applicable Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Applicable Percentage times the amount of such Swing Line Loan. The Swing Line Lender shall have all of the benefits and immunities (A) provided to the Agents in Article IX with respect to any acts taken or omissions suffered by the Swing Line Lender in connection with Swing Line Loans made by it or proposed to be made by it as if the term "Administrative Agent" as used in Article IX included the Swing Line Lender with respect to such acts or omissions, and (B) as additionally provided herein with respect to the Swing Line Lender.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Lead Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 3:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent at the request of the Required Lenders prior to 3:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the

terms and conditions hereof, the Swing Line Lender shall, not later than 4:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrowers at its office by crediting the account of the Lead Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender, at any time in its sole and absolute discretion, may request, on behalf of the applicable Borrowers (which hereby irrevocably authorize the Swing Line Lender to so request on their behalf), that each Revolving Lender make a Base Rate Loan in an amount equal to such Revolving Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the U.S. Revolving Commitments or Canadian Revolving Commitments, as applicable, and the conditions set forth in Section 4.02. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount of such Swing Line Loan available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:30 p.m. on the day specified by the Swing Line Lender, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the applicable Borrowers in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Committed Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the principal amount so paid shall constitute such Revolving Lender's Committed Loan included in the relevant Committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrowers for interest on the Swing Line Loans. Until each Revolving Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three U.S. Government Securities Business Days prior to any date of prepayment of SOFR Loans, (B) three Business Days prior to any date of prepayment of CORRA Loans, and (C) on the date of prepayment of Base Rate Loans; and (ii) any prepayment of SOFR Loans shall be in a

principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof and any prepayment of CORRA Loans shall be in a principal amount of CAD$1,000,000 or a whole multiple of CAD$500,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if SOFR Loans or CORRA Loans, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Revolving Lender of its receipt of each such notice, and of the amount of such Revolving Lender's Applicable Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a SOFR Loan or a CORRA Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Committed Loans of the Revolving Lenders in accordance with their respective Applicable Percentages.

(b) Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 3:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of $100,000 or, as regards Canadian Swing Line Loans in Canadian Dollars, CAD$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) [Reserved].

(d) If for any reason the U.S. Total Revolving Outstandings at any time exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, each as then in effect, the U.S. Borrowers shall immediately prepay, (i) first, Prepetition U.S. Revolving Loans and (ii) second, U.S. Committed Loans and/or U.S. Swing Line Loans and/or Cash Collateralize the U.S. L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the U.S. Borrowers shall not be required to Cash Collateralize the U.S. L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition U.S. Revolving Loans and U.S. Revolving Loans the U.S. Total Revolving Outstandings exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, each as then in effect. If for any reason the Canadian Total Revolving Outstandings at any time exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing Base, each as then in effect, the Canadian Borrowers shall immediately prepay, (i) first, Prepetition Canadian Revolving Loans and (ii) second, Canadian Committed Loans and/or Canadian Swing Line Loans and/or Cash Collateralize the Canadian L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the Canadian Borrowers shall not be required to Cash Collateralize the Canadian L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition Canadian Revolving Loans and Canadian Revolving Loans the Canadian Total Revolving Outstandings exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing Base, each as then in effect. If for any reason the Total Revolving Outstandings exceed the Revolving Loan Cap, each as then in effect, the Borrowers shall immediately prepay, (i) first, Prepetition Revolving Loans and (ii) second, the Committed Loans and/or the Swing Line Loans and/or Cash Collateralize the L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash

Collateralize the L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition Revolving Loans and Revolving Loans the Total Revolving Outstandings exceed the lesser of the Revolving Commitments or the Revolving Loan Cap, as then in effect.

(e) [Reserved].

(f) The Borrowers shall prepay the Prepetition Revolving Loans, the Loans and Cash Collateralize the L/C Obligations in accordance with the provisions of Section 6.13 hereof. In addition, the Borrowers shall prepay the Prepetition Revolving Loans, the Loans and Cash Collateralize the L/C Obligations in an amount equal to the Net Proceeds received by a Loan Party on account of each Prepayment Event. The Agents shall not be obligated to release their Liens on any Collateral until such Net Proceeds have been so received (to the extent required in this clause (f)). The application of such Net Proceeds to the Prepetition Revolving Loans and the Loans shall not reduce any Revolving Commitments. Subject to, and in accordance with, the provisions of Section 2.05(i) below, if all Prepetition Obligations and all Obligations then due are paid, any excess Net Proceeds shall be remitted to the operating account of the Borrowers maintained with the Administrative Agent for use in accordance with the Approved Budget.

(g) On the Final Order Entry Date, without any further action by the Loan Parties or any other Person, the repayment and refinancing of any outstanding and remaining Prepetition Obligations shall occur pursuant to a conversion (i.e., roll-up) of such Prepetition Obligations into Obligations.

(h) [Reserved].

(i) Subject to the terms of the Orders and the Canadian Recognition Orders, prepayments made pursuant to this Section 2.05, first, shall be applied to the Prepetition Obligations, second, shall be applied to the Swing Line Loans, third, shall be applied ratably to the outstanding Committed Loans, fourth, shall be used to Cash Collateralize the remaining L/C Obligations, fifth, shall be applied ratably to any other Obligations that are then due and owing, and, sixth, the amount remaining, if any, after the prepayment in full of all Prepetition Obligations, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrowers for use in accordance with the Approved Budget. Subject to the terms of the Orders and the Canadian Recognition Orders, upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the L/C Issuer or the Revolving Lenders, as applicable, and, to the extent not so applied, shall thereafter be applied to the other Obligations.

2.06 Termination or Reduction of Aggregate Revolving Commitments.

(a) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, terminate the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit or from time to time permanently reduce the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 1:00 p.m. (A) thirty (30) days prior to the date of any termination of the Aggregate Revolving Commitments and (B) five (5) Business Days prior to the date of any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit, (ii) any such partial reduction shall be in an aggregate amount

of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Borrowers shall not terminate or reduce (A) [reserved], (B) the U.S. Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the U.S. Total Revolving Outstandings would exceed the U.S. Revolving Commitments, (C) the Canadian Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Canadian Total Revolving Outstandings would exceed the Canadian Revolving Commitments, (D) the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the sum of (i) the Outstanding Amount of all Revolving Credit Extensions plus (ii) the Prepetition Total Revolving Outstandings would exceed the Revolving Loan Cap, (E) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, (F) the Canadian Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of Canadian L/C Obligations not fully Cash Collateralized hereunder would exceed the Canadian Letter of Credit Sublimit, (G) the U.S. Swing Line Sublimit if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of U.S. Swing Line Loans hereunder would exceed the U.S. Swing Line Sublimit, and (H) the Canadian Swing Line Sublimit if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of Canadian Swing Line Loans hereunder would exceed the Canadian Swing Line Sublimit. For the avoidance of doubt, the termination of the U.S. Revolving Commitments hereunder shall constitute a termination of the Canadian Revolving Commitments without any further action required on the part of any Person.

(b) If, after giving effect to any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, such Letter of Credit Sublimit or Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(c) The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit, the U.S. Revolving Commitments, the Canadian Revolving Commitments, or the Aggregate Revolving Commitments under this Section 2.06. Upon any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments or the Canadian Revolving Commitments, the Revolving Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees (including, without limitation, Commitment Fees and Letter of Credit Fees) and interest in respect of the Aggregate Revolving Commitments, U.S. Revolving Commitments, and Canadian Revolving Commitments accrued until the effective date of any termination of the Aggregate Revolving Commitments, the U.S. Revolving Commitments or the Canadian Revolving Commitments, shall be paid on the effective date of such termination.

(d) In connection with any reduction in the Aggregate Revolving Commitments (or U.S. Revolving Commitments) prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to the Administrative Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as the Administrative Agent shall reasonably request, in order to enable the Administrative Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the FRB.

2.07 Repayment of Loans. The Borrowers shall repay to the Lenders on the Termination Date all Obligations (including, without limitation, the Committed Loans and the Swing Line Loans) outstanding

on such date (other than contingent indemnification claims for which a claim has not been asserted) and shall cause each Letter of Credit to be returned to the L/C Issuer undrawn or shall Cash Collateralize all L/C Obligations (to the extent not previously Cash Collateralized as required herein).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below and Section 3.03, (i) each Committed Loan that is a SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term SOFR for such Interest Period plus the Applicable Margin; (ii) each Committed Loan that is a CORRA Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term CORRA for such Interest Period plus the Applicable Margin; (iii) each Committed Loan that is a Base Rate Loan in Dollars shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; (iv) each Committed Loan that is a Canadian Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Canadian Base Rate plus the Applicable Margin; and (v) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to, if in Dollars, the Base Rate and if in Canadian Dollars, the Canadian Base Rate plus the Applicable Margin.

(b) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) If any other Event of Default has occurred and is continuing, then the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter, until such Event of Default has been duly waived as provided in Section 10.01 hereof, such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Laws.

(d) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment.

(f) For the purpose of complying with the Interest Act (Canada), it is expressly stated that where interest is calculated pursuant hereto at a rate based upon a period of time different from the actual number of days in the year (for the purposes of this Section 2.08(f), the "first rate"), the yearly rate or percentage of interest to which the first rate is equivalent is the first rate multiplied by the actual number of days in the calendar year in which the rate is to be ascertained and divided by the number of days in the shorter period, and the Canadian Loan Parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Canadian Loan Party hereby confirms that it fully understands and is able to calculate the rate of interest applicable to the Loans based on the

methodology for calculating per annum rates provided for in this Agreement. Each Canadian Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Canadian Loan Parties as required pursuant to Section 4 of the Interest Act (Canada).

2.09 Fees. In addition to certain fees described in subsections (l) and (m) of Section 2.03:

(a) Commitment Fee. The Borrowers shall pay to the Administrative Agent, for the account of each Revolving Lender, in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to the Applicable Commitment Fee Percentage times the average daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings for the immediately preceding quarter. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first day of each month (or if such day is not a Business Day, on the next succeeding Business Day), commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The Commitment Fee shall be calculated monthly in arrears.

(b) Other Fees. The Borrowers shall pay to the Administrative Agent fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees; Conforming Changes.

(a) All computations of interest and fees shall be made on the basis of a 360-day year (or a 365 day year or 366 day year, as the case may be, in the case of Base Rate Loans at a time when the Base Rate is computed by reference to Wells Fargo Bank's prime rate, Canadian Base Rate Loans and CORRA Loans) and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

(c) In connection with the use or administration of Term CORRA, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term CORRA.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars or Canadian Dollars, as applicable, and in immediately available funds not later than 2:00 p.m. on the date specified herein. Subject to Section 2.14 hereof, the Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of SOFR Loans or CORRA Loans (or in the case of any Borrowing of Base Rate Loans,

prior to 1:30 p.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the principal amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Lead Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Lead Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof (subject to the provisions of the last paragraph of Section 4.02 hereof), the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest, within seven (7) days after it is determined by the Administrative Agent that the conditions to the applicable Credit Extension set forth in Article IV have not been satisfied.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments hereunder are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment hereunder on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment hereunder.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Obligations greater than its pro rata share thereof as provided herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the Credit Party receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Credit Parties ratably and in the priorities set forth in Section 8.03, provided that:

(a) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrowers or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Among Revolving Lenders.

(a) The amount of each Revolving Lender's Applicable Percentage of outstanding Revolving Loans (including outstanding Swing Line Loans) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Revolving Loans (including Swing Line Loans) and repayments of Loans (including Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Revolving Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments received for the period. As reflected on the summary

statement, (i) the Administrative Agent shall transfer to each Revolving Lender its Applicable Percentage of repayments, and (ii) each Revolving Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Revolving Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Revolving Lender shall be equal to such Lender's Applicable Percentage of all Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Revolving Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Revolving Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Revolving Lender shall not have so made its transfer to the Administrative Agent, such Revolving Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

2.15 Certain Bankruptcy Matters.

(a) Except to the extent expressly provided otherwise in the Orders or the Canadian Recognition Orders, the Loan Parties hereby agree that, subject only to the Carve Out, the CCAA Priority Charges, the Prepetition Permitted Senior Liens and the terms of the Intercreditor Agreement (the relative priorities of which are set forth in the Orders (including the Lien Priority Annex attached as Exhibit A thereto) and the Canadian Recognition Orders), the Obligations shall be deemed (i) to constitute Superpriority Claims over all administrative expense claims and claims against the Borrowers or the other Loan Parties now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order, all rights to charge the Collateral and all collateral securing the Prepetition Obligations and the Term Obligations under Section 506(c) of the Bankruptcy Code shall be waived), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code and all superpriority administrative expense claims granted to any other Person the establishment of which superpriority shall have been approved and authorized by the Bankruptcy Court, (ii) pursuant to Section 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, be secured by a perfected first priority senior security interest in and Lien upon all property of the Debtors, whether currently existing or hereafter acquired, of the same nature, scope and type as the Collateral, and any proceeds, products, rents and profits thereof in whatever form received; provided that, subject only to, and effective upon, entry of the Final Order and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, subject to the Canadian Final DIP Recognition Order, the Collateral shall include the Avoidance Proceeds.

(b) In the event of a conflict between, or inconsistency among, the Orders or the Canadian Recognition Orders, on the one hand, and any Loan Document, on the other hand, the Orders and the Canadian Recognition Orders shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere (except as specifically described below):

(i) the parties hereto agree, and the Orders and the Canadian Recognition Orders shall provide, that the Loan Parties shall not be required to prepare, file, register or publish any financing statements, mortgages, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Orders, the Canadian Recognition Orders or any other Loan Document. If any Agent (in its sole discretion) from time to time elects to prepare, file, register or publish any such financing statements, mortgages, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Collateral Agent's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered or, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the date that the Canadian Interim DIP Recognition Order is granted, and (B) shall not negate or impair the validity or effectiveness of this Section 2.15(c) or of the perfection of any other Liens in favor of the Collateral Agent, for the benefit of the Credit Parties, on the Collateral; and

(ii) except as otherwise agreed to by the Lenders (including, without limitation, in the Intercreditor Agreement) or as otherwise permitted or contemplated by this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents, the Liens, Lien priorities, Superpriority Claims and other rights and remedies granted to the Agents and the other Credit Parties pursuant to this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the Superpriority Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrowers or any other Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Cases or the Recognition Proceedings, or by any other act or omission whatsoever.

2.16 Carve-Out Funding.

(a) Until the delivery of a Carve Out Trigger Notice, the Borrowers may request U.S. Committed Borrowings in accordance with Section 2.02 to fund the Professional Fee Escrow Account as required by the Orders, and the making of each such Borrowing shall be subject to the satisfaction of the conditions set forth in Section 4.02. The proceeds of each such Borrowing shall be disbursed by the Administrative Agent directly into the Professional Fee Escrow Account.

(b) Notwithstanding anything to the contrary in this Agreement (including Sections 2.01, 2.02, 4.02 and 8.02), the delivery of a Carve Out Trigger Notice shall be deemed to constitute a Request for Credit Extension by the Lead Borrower for a U.S. Committed Borrowing in an amount equal to the Carve Out, but without duplication of any amounts that were previously funded into the Professional Fee Escrow Account.

(c) Any payment or reimbursement made on or after the delivery of a 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.

(d) All Committed Loans made pursuant to this Section 2.16, and all other funding of the Carve Out, shall constitute Obligations secured by the Collateral and shall be entitled to the Superpriority Claims and the other protections granted under this Agreement, the other Loan Documents and the Orders. The Liens of the Collateral Agent shall attach to all cash held in the Professional Fee Escrow Account and the Carve Out Account, subject only to the payment of the Case Professionals from the Carve Out, and any amounts remaining in the Professional Fee Escrow Account or the Carve Out Account after the payment in full of all allowed fees and expenses of the Case Professionals pursuant to final fee applications and orders of the Bankruptcy Court shall be returned to the Loan Parties and applied in accordance with the Orders.

(e) Except for funding the Professional Fee Escrow Account and the Carve Out Account as set forth herein and in the Orders, none of the Credit Parties shall be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals.

(f) For greater certainty, notwithstanding any other provision herein, 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, not be subject to approval by the Bankruptcy Court.

ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable Law. If the Loan Parties shall be required by applicable Law to deduct or withhold any Taxes from such payments, then (i) in the case of any Indemnified Taxes (including any Other Taxes), the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, a Lender or an L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Loan Parties shall make such deductions and (iii) the Loan Parties shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Lead Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the

Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 3.01, the Lead Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Lead Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Lead Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent as will enable the Lead Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the foregoing, in the event that any Borrower is resident for tax purposes in the United States,

(i) any Lender that is a U.S. Person shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Lead Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(ii) any Lender that is a Foreign Lender shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Lead Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(A) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable, W-8BEN), claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(B) duly completed copies of Internal Revenue Service Form W-8ECI;

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation"

described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable, W-8BEN); or

(D) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Lead Borrower to determine the withholding or deduction required to be made.

(f) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) as may be necessary for the Administrative Agent or the Borrowers to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered pursuant to Section 3.01(e) or (f) above expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Lead Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrowers, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person.

3.02 Illegality. If any Lender determines that any change in market conditions or any change in Law has made it unlawful or impractical, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA), or to determine or charge interest rates based upon the Term

SOFR Reference Rate, Term SOFR, SOFR, the Term CORRA Reference Rate, Term CORRA or CORRA, or any Governmental Authority has imposed material restrictions on the authority of such Lender to transact bankers' acceptances in the Canadian interbank market, then, on notice thereof by such Lender to the Lead Borrower through the Administrative Agent, any obligation of such Lender to make or continue SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA) or to convert Base Rate Loans to SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA) shall be suspended until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, if necessary to avoid such illegality or impracticability, (i) in the case of any SOFR Loans or CORRA Loans, as applicable, of such Lender that are outstanding, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans or CORRA Loans, as applicable, of such Lender to Base Rate Loans (and if applicable, without reference to Term SOFR) or Canadian Base Rate Loans (and if applicable, without reference to Term CORRA), as applicable, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans or CORRA Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans or CORRA Loans, and (ii) in the case of any such Base Rate Loans or Canadian Base Rate Loans, as applicable, of such Lender that are outstanding and that are determined with reference to Term SOFR or Term CORRA, as applicable, interest upon the Base Rate Loans or Canadian Base Rate Loans, as applicable, of such Lender after the date specified in such Lender's notice shall accrue interest at the rate then applicable to Base Rate Loans or Canadian Base Rate Loans, as applicable, without reference to the Term SOFR or Term CORRA, as applicable, component thereof. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) General. Subject to Section 3.03(b) below, if the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or CORRA Loan or a conversion to or continuation thereof that (a) [reserved], (b) Adjusted Term SOFR or Adjusted Term CORRA, as applicable, cannot be determined pursuant to the definition of such term on or prior to the first day of any applicable Interest Period, (c) adequate and reasonable means do not exist for determining Adjusted Term SOFR or Adjusted Term CORRA for any requested Interest Period with respect to a proposed SOFR Loan or CORRA Loan, or (d) Adjusted Term SOFR or Adjusted Term CORRA for any requested Interest Period with respect to a proposed SOFR Loan or CORRA Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain SOFR Loans or CORRA Loans, as applicable, shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Lead Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of SOFR Loans or CORRA Loans, as applicable, or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans or Canadian Base Rate Loans, as applicable, in the amount specified therein, and (B) any outstanding affected SOFR Loans or CORRA Loans, as applicable, will be deemed to have been converted into Base Rate Loans or Canadian Base Rate Loans, as applicable, at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

(b) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this Section 3.03(b)), upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Lead Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Lead Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Lead Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate and the Term CORRA Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or

information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Lead Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) the Lead Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans or CORRA Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Lead Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans or Canadian Base Rate Loans, as applicable, and (2) any outstanding affected SOFR Loans or CORRA Loans will be deemed to have been converted to Base Rate Loans or Canadian Base Rate Loans, as applicable, at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate or Canadian Base Rate, as applicable, based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate or Canadian Base Rate, as applicable.

3.04 Increased Costs.

(a) Increased Costs Generally. If any (i) Change in Law, or (ii) compliance by any Lender or the L/C Issuer with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority (including Regulation D of the FRB as from time to time in effect (and any successor thereto)) shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in (including, without limitation, in respect of any Letter of Credit) by, any Lender or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the Canadian interbank market any other condition, cost or expense affecting this Agreement or SOFR Loans or CORRA Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase, directly or indirectly, the cost to such Lender of making or maintaining any SOFR Loan (or any Base Rate Loan determined with reference to Term SOFR) or CORRA Loan (or any Canadian Base Rate Loan determined with reference to Term CORRA) (or of maintaining its obligation to make any such Loan), or to increase, directly or indirectly, the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other

amount) then, and in any such case, the Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify the Lead Borrower, and the applicable Borrowers shall pay within 30 days after demand therefor, such amounts as the Administrative Agent may specify to be necessary to compensate such Lender or the L/C Issuer, as the case may be, for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) the Borrowers shall not be required to provide any compensation pursuant to this Section 3.04(a) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to the Lead Borrower, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by the Administrative Agent of any amount due pursuant to this Section 3.04(a), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time, the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender or the L/C Issuer pursuant to subsection (b) of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a SOFR Loan or CORRA Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Anything to the contrary contained herein notwithstanding, none of any Agent, any Lender or any of their Participants, is required to match fund any Obligation as to which interest accrues based on Term SOFR or Term CORRA.

A certificate of the Administrative Agent or a Lender delivered to the Lead Borrower setting forth the amount that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 3.05 shall be conclusive absent manifest error. The Borrowers shall pay such amount to the Administrative Agent or such Lender, as the case may be, within ten (10) days after receipt thereof.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use commercially reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Revolving Commitments, repayment of all other Obligations hereunder, and resignation of any Agent.

3.08 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain Credit Extensions, the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to each Credit Party on account of Credit Extensions so made as if made directly by the applicable Credit Party to such Borrower, notwithstanding the manner by which such Credit Extensions are recorded on the books and records of the Lead Borrower and of any other Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower shall have joint and several liability in respect of all Obligations, without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Credit Parties, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Obligations of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other Person at any time of any right or remedy against any Borrower or against any other Person which may be or become liable in respect of all or any part of the Obligations or against any Collateral or Facility Guaranty therefor or right of offset with respect thereto. Each Borrower hereby acknowledges that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Request for Credit Extension) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Credit Extensions made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Credit Extensions, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Agent, the L/C Issuer or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other agreement or instrument referred to herein or against any other Person under any other guarantee of, or security for, any of such amounts owing hereunder. Without limiting the generality of the foregoing, each Borrower expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the Canadian Loan Parties, and each Canadian Loan Party expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the U.S. Loan Parties.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested a Credit Extension. Neither the Administrative Agent nor any other Credit Party shall have any obligation to see to the application of such proceeds therefrom.

ARTICLE IV.
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party or the Lenders, as applicable, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement sufficient in number for distribution to the Administrative Agent, each Lender and the Lead Borrower;

(ii) a Note executed by the applicable Borrowers in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) copies of each Loan Party's Organization Documents and such other documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation;

(v) [reserved];

(vi) a certificate signed by a Responsible Officer of the Lead Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been satisfied, (B) that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, and (C) either that (1) no consents, licenses or approvals (other than entry of the Interim Order and the Canadian Interim DIP Recognition Order) are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, or (2) subject to the entry of the Interim Order and the Canadian Interim DIP Recognition Order, that all such consents, licenses and approvals have been obtained and are in full force and effect;

(vii) evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Agents required under the Loan Documents have been obtained and are in effect;

(viii) [reserved];

(ix) subject to the Post-Closing Letter, the Security Documents, each duly executed by the applicable Loan Parties;

(x) the Information Certificate, the Acknowledgment and Consent to Intercreditor Agreement and all other Loan Documents, each duly executed by the applicable Loan Parties and the other parties thereto;

(xi) [reserved];

(xii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements and releases, satisfactions and discharges of any mortgages, or subordination agreements reasonably satisfactory to the Collateral Agent are being tendered concurrently with such extension of credit or other arrangements reasonably satisfactory to the Collateral Agent for the delivery of such termination statements and releases have been made;

(xiii) (A) all documents and instruments, including Uniform Commercial Code and PPSA financing statements reasonably requested by the Collateral Agent to be filed, registered or recorded to create or perfect the first priority Liens intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Collateral Agent and (B) to the extent not previously delivered to the applicable Agent or Agents under the Prepetition Credit Agreement, the Credit Card Notifications and Blocked Account Agreements required pursuant to Section 6.13 hereof;

(b) [Reserved].

(c) The Administrative Agent shall have received a Borrowing Base Certificate dated November 6, 2026, relating to the most recent week then ended, and executed by a Responsible Officer of the Lead Borrower.

(d) The Administrative Agent shall be reasonably satisfied that any financial statements delivered to it fairly present the business and financial condition of the Loan Parties and that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no Material Adverse Effect since the Petition Date.

(e) Other than the Events and Circumstances, there shall not be any pending litigation or other proceeding, the result of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) The consummation of the transactions contemplated hereby shall not violate any applicable Law or any Organization Document.

(g) All fees (together with all accrued interest, expenses, fees and other sums due and payable in respect of the Prepetition Obligations) required to be paid to the Agents pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full, and all fees required to be paid to the Lenders pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full; provided that the foregoing fees may be deducted from advances made hereunder on the Closing Date.

(h) The Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional

amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings in connection with this Agreement (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Canadian AML Legislation.

(j) No material changes in governmental regulations or policies affecting any Loan Party or any Credit Party shall have occurred prior to the Closing Date.

(k) The Debtors shall have commenced the Cases in the Bankruptcy Court. The Debtors shall have complied in full with the notice and other requirements of the Bankruptcy Code, in a manner reasonably acceptable to the Administrative Agent and its counsel, with respect to the Interim Order, and the Administrative Agent shall have received such evidence thereof as it shall reasonably require. No trustee, examiner with expanded powers or other disinterested Person with expanded powers pursuant to Section 1104 of the Bankruptcy Code shall have been appointed or designated with respect to any Loan Party or its business, properties or assets and no motion shall be pending seeking any such relief.

(l) (i) All motions (including the Bid Procedures Motion and the Store Closures Motion), proposed orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall be in form and substance satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered the "first day" orders, and (ii) a Cash Management Order approving the cash management arrangements of the parties consistent with the requirements hereof shall have been entered by the Bankruptcy Court and shall not have been stayed, vacated or reversed (in whole or in part) or amended or modified other than with the written consent of the Administrative Agent.

(m) The Interim Order shall have been entered by the Bankruptcy Court and shall be in form and substance acceptable to the Administrative Agent and shall, among other things, (i) approve the Loan Documents and authorize the Credit Extensions hereunder, (ii) modify the automatic stay, (iii) authorize and grant the Liens and Superpriority Claims described herein and in the Orders, (iv) approve the application of collections and other proceeds to the Prepetition Obligations as contemplated by Section 2.05, and (v) be in full force and effect and not have been vacated, reversed, modified, amended or stayed, and not be subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order or the relief provided for therein, except as consented to by the Administrative Agent.

(n) The Specified Liquidation Agreement received and approved by the Administrative Agent prior to the Closing Date shall be in full force and effect.

(o) The Administrative Agent shall have received and be satisfied with (i) the Initial Budget and (ii) the form of Approved Budget Variance Report.

(p) The Loan Parties shall have completed all Milestones set forth in Schedule 6.23 that are required to have been completed on or before the Closing Date.

(q) The Administrative Agent shall have received true, correct and complete copies of the DIP Term Credit Agreement and all other material DIP Term Loan Documents, all of which shall be in full force and effect, and the Administrative Agent shall, contemporaneous with the consummation of the transactions contemplated hereby, have received a principal payment under this Agreement in an amount not less than $15,000,000 from the proceeds of the DIP Term Loan thereunder.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have Consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be Consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Revolving Lender to honor any Request for Credit Extension (other than a Fixed Rate Loan Notice requesting only a continuation of SOFR Loans or CORRA Loans) and each L/C Issuer to issue each Letter of Credit is subject to the following conditions precedent (provided, however that the conditions set forth in this Section 4.02 shall not apply to any Committed Loans deemed requested by delivery of a Carve Out Trigger Notice pursuant to Section 2.16(b)):

(a) The representations and warranties of each Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date.

(b) No Default shall have occurred and be continuing, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against any Borrower, any Agent, any Lender or any of their Affiliates.

(e) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the U.S. Total Revolving Outstandings shall not exceed the lesser of the Revolving Credit Ceiling or the U.S. Revolving Borrowing Base at such time.

(f) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the Canadian Total Revolving Outstandings shall not exceed the lesser of the Canadian Revolving Credit Ceiling or the Canadian Revolving Borrowing Base at such time.

(g) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the Total Revolving Outstandings plus, until the Prepetition Obligations have been paid in full, the Prepetition Total Revolving Outstandings shall not exceed the Revolving Loan Cap at such time.

(h) (i) The Interim Order (or, when applicable, the Final Order) shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Administrative Agent and (ii) no motion for reconsideration or notice of appeal of the Interim Order (or, when applicable, the Final Order) shall have been timely filed by any Loan Party or any of its Affiliates.

(i) In the case of any Request for Credit Extension or issuance of a Letter of Credit after the Canadian Interim Order Date until the Canadian Final Order Date, the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order shall each be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect or subject to any motion for appeal or leave to appeal, in each case without the consent of the Administrative Agent.

(j) In the case of any Request for Credit Extension or issuance of a Letter of Credit after the Canadian Final Order Date, the Canadian Final DIP Recognition Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect or subject to any motion for appeal or leave to appeal, in each case without the consent of the Administrative Agent.

(k) Each Credit Extension shall be for the purposes and in amounts consistent with the Approved Budget (subject to the Permitted Variance).

(l) Prior to the Final Order Entry Date, after giving effect to the proposed Credit Extension, the Outstanding Amount of all Revolving Credit Extensions shall not exceed the maximum amount authorized to be extended under the Interim Order.

Each Request for Credit Extension (other than a Fixed Rate Loan Notice requesting only a continuation of SOFR Loans or CORRA Loans) submitted by the Lead Borrower shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Sections 4.02(a), (b), and (d) - (l) have been satisfied on and as of the date of the applicable Credit Extension. The conditions set forth in this Section 4.02 are for the sole benefit of the Credit Parties, but until the Required Lenders otherwise direct the Administrative Agent to cease making Loans and the L/C Issuer to cease issuing Letters of Credit, the Revolving Lenders will fund their Applicable Percentage of all Committed Loans and participate in all Swing Line Loans and Letters of Credit whenever made or issued, which are requested by the Lead Borrower and which, notwithstanding the failure of the Loan Parties to comply with the provisions of this Article IV, are agreed to by the Administrative Agent; provided, however, the making of any such Loans or the issuance of any Letters of Credit shall not be deemed a modification or waiver by any Credit Party of the provisions of this Article IV on any future occasion or a waiver of any rights of the Credit Parties as a result of any such failure to comply.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and to make Loans and to issue Letters of Credit hereunder, each Loan Party represents and warrants to the Administrative Agent and the other Credit Parties that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary thereof: (a) is a corporation, company, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation; (b) subject to any entry of the Interim Order (and, when applicable, the Final Order) and all the Canadian Recognition Orders, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or as proposed to be conducted and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party; and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization and the name under which each Loan Party conducts its business (if different), its jurisdiction of incorporation or organization, organization type, organization number, if any, issued by its jurisdiction of incorporation, formation or organization, its federal employer identification number, the address of its chief executive office and principal place of business, and, with respect to each Canadian Loan Party, the address of its registered office.

5.02 Authorization; No Contravention. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is, or is to be, a party has been duly authorized by all necessary corporate or other organizational action and does not and will not: (a) contravene the terms of any of such Person's Organization Documents; (b) conflict in any material respect with, or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries, (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) any governmental licenses, permits, authorizations, consents and approvals; except, in each case referred to in this clause (b), to the extent that any such conflict, breach, termination, contravention or default could not reasonably be expected to have a Material Adverse Effect; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than (i) Liens in favor of the Collateral Agent under the Security Documents, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens); or (d) violate any Law.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (a) the perfection or maintenance of the Liens created under the Security Documents (including the first priority nature thereof, subject, in the case of Term Priority Collateral, to the Intercreditor Agreement), (b) the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, or (c) such as have been obtained or made and are in full force and effect.

5.04 Binding Effect. Subject to the entry of the Interim Order (and, when applicable, the Final Order), this Agreement has been, and each other Loan Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 No Material Adverse Effect.

(a) [Reserved].

(b) [Reserved].

(c) The initial Approved Budget as attached hereto as Exhibit J (the "Initial Budget"), which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 6.24, has been prepared in good faith, with due care and based upon assumptions the Lead Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Lead Borrower, as of the Closing Date, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget.

(d) Since the Petition Date, except with respect to the filing of the Cases and the Events and Circumstances, there has been no other event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. (a) Other than the Events and Circumstances, and except as otherwise set forth in Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (i) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (ii) either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (b) Schedule 5.06 sets forth, as of the Closing Date, a list of suits and proceedings actually known to the Loan Parties that are filed by Store landlords before any Governmental Authority against any Loan Party.

5.07 No Default. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, no Loan Party or any Subsidiary is in default under or with respect to, or party to, any Material Contract or any Material Indebtedness. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens.

(a) Each of the Loan Parties and each Subsidiary thereof has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title and leasehold interests as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties and each Subsidiary has good and marketable title to, valid leasehold interests in, or valid licenses to use, all personal property (including Intellectual Property) and assets material to the ordinary conduct of its business as currently conducted or as proposed to be conducted, free and clear of all Liens, other than Permitted Encumbrances, except (i) as otherwise set forth on Schedule

5.17(a), and (ii) such defects in title, leasehold interests and licenses as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, and, as applicable, county and state or province) of all Real Estate that is owned by the Loan Parties, together with a list of the holders of any mortgage or other Lien thereon as of the Closing Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.08(b)(2) sets forth the address (including street address, and, as applicable, county and state or province) of all Leases of the Loan Parties, together with a list of the lessor and its contact information with respect to each such Lease as of the Closing Date. Each of such Leases is in full force and effect as of the Closing Date and the Loan Parties are not in default of the terms thereof, except for such defaults as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Schedule 7.01 sets forth a complete and accurate list of all Liens in respect of Indebtedness for borrowed money (other than Liens securing the Prepetition Senior Debt and Indebtedness under the DIP Term Credit Agreement) on the property or assets of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (g) of the definition of Permitted Encumbrances, showing as of the Closing Date the lienholder thereof, the principal amount of the obligations secured thereby and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens set forth on Schedule 7.01 and other Permitted Encumbrances.

(d) Schedule 7.02 sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (f) of the definition of Permitted Investments, showing as of the Closing Date the amount, obligor or issuer and maturity, if any, thereof.

(e) Schedule 7.03 sets forth a complete and accurate list of all Indebtedness for borrowed money of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (a) of the definition of Permitted Indebtedness, showing as of the Closing Date the amount, obligor or issuer and maturity thereof. As of the Closing Date, after giving effect to the transactions contemplated hereby, the Loan Parties have no Indebtedness for borrowed money except for the Indebtedness set forth on Schedule 7.03 and other Permitted Indebtedness.

5.09 Environmental Compliance.

(a) No Loan Party or any Subsidiary thereof (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.09, to the knowledge of the Loan Parties, none of the properties currently or formerly owned or operated by any Loan Party or any

Subsidiary thereof is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state, provincial, municipal or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof.

(c) Except as otherwise set forth on Schedule 5.09, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

5.10 Insurance. The properties of the Loan Parties and their Subsidiaries are insured with financially sound and reputable insurance companies which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption and property damage insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. Each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have (a) filed (i) all United States and Canadian federal income Tax returns required to be filed, and (ii) all other material United States and Canadian federal, state, provincial and other Tax returns and reports required to be filed, and (b) have paid all such federal, state, provincial and other material Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable (other than Taxes arising prior to the Petition Date, the payment of which has been stayed by the Bankruptcy Court), except those which are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation. There is no proposed Tax assessment against any Loan Party or any Subsidiary that would, if made, have a Material Adverse Effect. No Loan Party or any Subsidiary thereof is a party to any Tax sharing agreement.

5.12 ERISA, Canadian Pension Plan Compliance.

(a) The Lead Borrower, each of its ERISA Affiliates, and each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS or an application for such a letter is currently

being processed by the IRS with respect thereto and, to the best knowledge of the Lead Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Loan Parties and each ERISA Affiliate have made all required contributions to each Plan subject to Sections 412 or 430 of the Code and to each Multiemployer Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Plan. No Lien imposed under the Code or ERISA exists or, to the knowledge of the Lead Borrower, is likely to arise on account of any Plan or Multiemployer Plan.

(b) There are no pending or, to the best knowledge of the Lead Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Lead Borrower, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

(d) All Canadian Pension Plans are duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable Laws which require registration and no event has occurred which could reasonably be expected to cause the loss of such registered status. Each Loan Party has complied with the Income Tax Act (Canada) and all applicable Laws regarding each Canadian Pension Plan, except in each case where the failure to do so could not reasonably be expected to result in any Lien (except for contribution amounts not yet due and payable) or a Material Adverse Effect. No Loan Party has sponsored, maintained, contributed to or otherwise incurred liability under a Canadian Defined Benefit Plan. All employee and employer payments, contributions or premiums required to be withheld, made, remitted or paid to or in respect of each Canadian Pension Plan and all other amounts that are due to the pension fund of any Canadian Pension Plan from any Loan Party have been withheld, made, remitted or paid on a timely basis in accordance with the terms of such plans, any applicable collective bargaining agreement or employment contract and all applicable Laws in all material respects. Any assessments owed to the Pension Benefits Guarantee Fund (or similar governmental authorities of other jurisdictions) established under the Pension Benefits Act (Ontario) (or similar pension standards legislations of other jurisdictions) in respect of any Canadian Pension Plan have been paid when due, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect. No Canadian Loan Party nor any of its Subsidiaries has any liability for any Canadian Pension Plan which has been terminated or discontinued, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect.

5.13 Subsidiaries; Equity Interests.

(a) The Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, which Schedule sets forth the legal name, jurisdiction of incorporation or formation and authorized Equity Interests of each such Subsidiary, listed by class, and setting forth the number and percentage of the outstanding Equity Interests of each such class owned directly or indirectly by the applicable Loan Party. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) in the amounts specified on Part (a) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP Term Loan Liens and Prepetition Permitted Senior Liens. Except for the mandatory redemption permitted under Section 7.03(c)(iii) hereof, no Loan Party or any of its respective Subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of any Loan Party's Subsidiaries' Equity Interests or any security convertible into or exchangeable for any such Equity Interests. The Loan Parties have no equity investments in any other corporation, partnership or entity other than those specifically disclosed in Part (b) of Schedule 5.13. Part (c) of Schedule 5.13 is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and a description of the number of shares or other Equity Interests of each such class that are issued and outstanding. All of the outstanding Equity Interests in the Loan Parties have been validly issued, and are fully paid and non-assessable and, other than with respect to the Lead Borrower, are owned in the amounts specified on Part (c) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP Term Loan Liens and Prepetition Permitted Senior Liens. Except as set forth in Schedule 5.13, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests. The copies of the Organization Documents of each Loan Party and each amendment thereto provided to the Administrative Agent on or before the Closing Date are true and correct copies of each such document, each of which is valid and in full force and effect.

(b) As of the Closing Date, TCP Canada Inc. does not own any assets, other than (x) books, records, rights and other assets associated with its existence, and (y) other immaterial assets not used in connection with any of the Loan Parties' business operations.

5.14 Margin Regulations; Investment Company Act.

(a) Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. None of the proceeds of the Credit Extensions shall be used directly or indirectly for the purpose of purchasing or carrying any Margin Stock, for the purpose of extending credit to others for the purpose of purchasing or carrying any Margin Stock, or for any purpose that violates the provisions of Regulation T, U or X of the FRB. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

(b) None of the Loan Parties, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. Each Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws. Each of the Loan Parties and each Subsidiary is in compliance (A) in all material respects with the requirements of all applicable Laws (including, without limitation, the provisions of the Bankruptcy Code and any other Debtor Relief Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (B) in all material respects with the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), (C) in all respects with the Orders and the Canadian Recognition Orders, and (D) with Sections 10.17 and 10.22.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party owns, or holds licenses in, all Intellectual Property, trade names, domain names, patent rights and other authorizations that are material to the conduct of business of the Loan Parties, taken as a whole, as currently conducted and as proposed to be conducted. Attached hereto as Schedule 5.17(a) is a true, correct, and complete listing of all registered Material Intellectual Property as to which a Loan Party is the exclusive owner or is an exclusive licensee. Attached hereto as Schedule 5.17(b) is a true, correct, and complete listing of all Franchise Agreements with respect to Borrower Intellectual Property. To the best knowledge of the Lead Borrower, (a) except as set forth on Schedule 5.17(a) and other than the Zeavion License, (i) there is no action, proceeding, claim or complaint pending or, threatened in writing to be brought against any Loan Party which might jeopardize, challenge the use or cancel the validity of any of such Person's interest in any of the foregoing registered Material Intellectual Property, except those which are not material to the conduct of business of the Loan Parties, taken as a whole, and (ii) no Material Intellectual Property (including, without limitation, any registered Material Intellectual Property set forth on Schedule 5.17(a)) infringes upon any rights held by any other Person, and (b) other than the Zeavion License, no Material Intellectual Property of any Loan Party is subject to any exclusive license for the use thereof that contains any terms or conditions that could reasonably be expected to restrict the Agents' right to utilize and/or dispose of such Material Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof. All registered Material Intellectual Property exclusively owned or exclusively licensed by, or otherwise subject to any exclusive interests of, any Loan Party or any Subsidiary is set forth on Schedule 5.17(a) hereto (as such schedule may be updated from time to time in accordance with the terms hereof). The Loan Parties have taken all commercially reasonable actions that in the exercise of their reasonable business judgment should be taken to protect the Borrower Intellectual Property, including Borrower Intellectual Property that is confidential in nature. The Loan Parties are in material compliance with all Franchise Agreements set forth on Schedule 5.17(b).

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party,

threatened which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (a) of Schedule 5.18, the hours worked by and payments made to employees of the Loan Parties comply with the Fair Labor Standards Act and any other applicable federal, state, provincial, local or foreign Law dealing with such matters, except for any noncompliance which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (b) of Schedule 5.18, no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar Law. Subject to the approval of the Bankruptcy Court and the Canadian Court, as applicable, all material payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP as a liability on the books of such Loan Party. Except as set forth on Part (c) of Schedule 5.18, no Loan Party or any Subsidiary is a party to or bound by (i) any collective bargaining agreement or (ii) any management agreement, employment agreement, bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board or any other Governmental Authority or arbitrator, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound. Each Loan Party and its Subsidiaries are in material compliance with all requirements pursuant to employment standards, labor relations, health and safety, workers compensation and human rights laws, immigration laws and other applicable employment legislation. To the knowledge of the Loan Parties, no officer or director of any Loan Party who is party to an employment agreement with such Loan Party is in violation of any term of any employment contract or proprietary information agreement with such Loan Party; and to the knowledge of the Loan Parties, the execution of the employment agreements and the continued employment by the Loan Parties of such persons, will not result in any such violation.

5.19 Security Documents.

(a) Subject to the entry of the Interim Order (and, when applicable, the Final Order) the Security Documents are effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral. The financing statements and other filings (including fixture filings) are in appropriate form and have been or will be filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable. Upon such filing and/or the obtaining of "control", in each case with respect to the relevant Collateral as required under the applicable UCC (including fixture filings) or PPSA (including fixture filings), as applicable, the Collateral Agent will have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in such Collateral, in each case prior and superior in right to any other Person, except for Permitted Encumbrances having priority under applicable Law, DIP Term Loan Liens and Prepetition Permitted Senior Liens.

(b) Subject to the entry of the Interim Order (and, when applicable, the Final Order), when each Intellectual Property Security Agreement is filed in the PTO, CIPO, if applicable, the USCO and any other applicable foreign filing or registration office, and when financing statements,

releases and other filings in appropriate form are filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable, the Collateral Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Parties in the Material Intellectual Property in which a security interest may be perfected by filing, recording or registering a security agreement, financing statement or analogous document in the PTO, the USCO, CIPO or any other foreign filing or registration office, as applicable, in each case prior and superior in right to any other Person (it being understood that subsequent recordings in the PTO, the USCO, CIPO and/or such other foreign filing or registration office as may be necessary to perfect a Lien on registered trademarks, trademark applications, copyrights and copyright applications acquired by the Loan Parties after the Closing Date).

(c) Subject to the Interim Order (and, when applicable, the Final Order), the Mortgage creates in favor of the Collateral Agent, for the benefit of the Credit Parties, a legal, valid, continuing and enforceable Lien in the Mortgaged Property (as defined in the Mortgage), the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The Mortgage has been recorded with the appropriate Governmental Authorities and, upon entry of the Interim Order (and, when applicable, the Final Order), the Collateral Agent will have a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Mortgaged Property that may be perfected by such filing (including without limitation the proceeds of such Mortgaged Property), in each case prior and superior in right to any other Person, but subject to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens.

5.20 [Reserved].

5.21 Deposit Accounts; Credit Card Arrangements.

(a) Annexed hereto as Schedule 5.21(a) is a list of all DDAs maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Blocked Account Bank.

(b) Annexed hereto as Schedule 5.21(b) is a list describing all arrangements as of the Closing Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges for sales made by such Loan Party.

5.22 Brokers. No broker or finder brought about the obtaining, making or closing of the Loans or transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith. Each Loan Party hereby jointly and severally indemnifies each Credit Party against, and agrees that such Person will hold each such Credit Party harmless from, any claim, demand or liability, including reasonable attorneys' fees, for any broker's, finder's or placement fee or commission incurred by such indemnifying party or the Lead Borrower or its Affiliates or a representative of such Person.

5.23 Customer and Trade Relations. Except for matters which, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there exists no actual or, to the knowledge of any Loan Party, threatened, termination or cancellation of, or any material adverse modification or change in, the business relationship of any Loan Party with any supplier material to its operations.

5.24 Material Contracts. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, or that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, no Loan Party is in default under any Material Contract to which such Person is a party or by which such Person is bound, the effect of which default is to cause, or to permit the other party(ies) to such Material Contract to cause, with the giving of notice if required, such Material Contract to be terminated. Set forth on Schedule 5.24 is a description of all Material Contracts of the Loan Parties, showing the parties and principal subject matter thereof and amendments and modifications thereto; provided, however, that the Lead Borrower may amend Schedule 5.24 to add additional Material Contracts so long as such amendment occurs by written notice to the Administrative Agent not later than five (5) days after the date on which such Loan Party enters into such Material Contract after the Closing Date. Except for matters which, either individually or in the aggregate, could not reasonably be expected to either result in a Material Adverse Effect or expose the Loan Parties to liabilities greater than $10,000,000 (or, with respect to a Canadian Loan Party, $1,000,000), each Material Contract (other than those that have expired at the end of their normal terms or that have been stayed upon the commencement of the Cases) (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party or its Subsidiaries and, to the best of the Lead Borrower's knowledge, each other Person that is a party thereto in accordance with its terms, (b) is not in default due to the action or inaction of any Loan Party or its Subsidiaries and (c) the consummation of the financing arrangements contemplated hereunder, will not constitute or create a default or create a right of termination under any Material Contract.

5.25 Casualty. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.26 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party nor any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws by any Person (including any Credit Party or other individual or entity participating in any transaction).

5.27 Patriot Act, Etc. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the Foreign Assets Control Regulations and any other enabling legislation or executive order relating thereto, (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act"), and (c) the Canadian AML Legislation. The

Beneficial Ownership Certification for the Borrowers most recently provided to the Agents and the Lenders hereunder is true, correct and complete in all respects.

5.28 Swap Contracts. On each date that any Swap Contract is executed by any Provider, each Loan Party satisfies all eligibility, suitability and other requirements under the Commodity Exchange Act and the Commodity Futures Trading Commission regulations.

5.29 Cases; Orders.

(a) The Cases were commenced on the Petition Date in accordance with applicable Laws and proper notice thereof under the circumstances was given for (i) the motion seeking approval of the Loan Documents, the Interim Order and the Final Order, (ii) the hearing for the entry of the Interim Order and (iii) the hearing for the entry of the Final Order (provided that notice of the final hearing will be given as soon as reasonably practicable after such hearing has been scheduled).

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed Superpriority Claims in the Cases having priority over all administrative expense claims (other than (i) the Carve Out, (ii) the CCAA Priority Charges and (iii) the priorities set forth in the Interim Order or the Final Order, as applicable) and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 506(c) (after entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to the provisions set forth in the Interim Order or the Final Order, as applicable.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order, the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, after the granting of the Canadian Interim DIP Recognition Order and pursuant to and to the extent provided in the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, the Obligations will be secured by a valid and perfected Lien on all of the Collateral subject, as to priority, to the Carve Out and the CCAA Priority Charges, all to the extent set forth in the Interim Order or the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to the Final Order Entry Date) or the Final Order (with respect to the period on and after the Final Order Entry Date), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Orders.

(e) The Canadian Interim DIP Recognition Order (with respect to the period on and after the granting of the Canadian Interim DIP Recognition Order and prior to the Canadian Final DIP Recognition Order date of issuance) or the Canadian Final DIP Recognition Order (with respect to the period on and after the granting of the Canadian Final DIP Recognition Order date of issuance), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent,

modified or amended. The Loan Parties are in compliance in all respects with the Canadian Recognition Orders to the extent granted.

(f) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order, as the case may be, and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Recognition Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Credit Parties shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable Law.

ARTICLE VI.
AFFIRMATIVE COVENANTS

Until payment in full of the Obligations in accordance with Section 1.02(d) hereof, the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.02, and 6.03) cause each Subsidiary to:

6.01 [Reserved].

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent:

(a) [reserved];

(b) within five (5) Business Days (or such longer period agreed to by the Administrative Agent in its sole discretion) of each Fiscal Month, a duly completed Compliance Certificate signed by a Responsible Officer of the Lead Borrower, which shall include, without limitation, (A) except for those payments which have been stayed upon the commencement of the Cases, a certification as to the amount, if any, of rent under any Leases, and any obligations and liabilities with respect to Taxes, that have not been timely paid, (B) a certification as to the receipt of notice, if any, as to any obligations or liabilities with respect to utilities and/or insurance premiums that have not been timely paid, (C) to the extent not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this clause, a description of any new Subsidiary and a listing of any new registrations, and new applications for registration, of Intellectual Property acquired or made by any Loan Party or any abandoned or lapsed registered Intellectual Property of any Loan Party, and (D) to the extent applicable, a reconciliation of tariff-refund-related accounting (including with respect to Tariff Refund Assets and Tariff Refund Proceeds) to the calculations described in Section 1.03(c);

(c) on the fifth (5^{th}) Business Day after the end of each week, a certificate, signed and certified as complete and correct by a Responsible Officer of the Lead Borrower, in the form of Exhibit G or in such other form as the Administrative Agent may agree in writing (a "Borrowing Base Certificate") (which shall include separate line items for the Carve Out Reserve, and, if applicable, Tariff Refund Assets, Tariff Refund Proceeds, the Tariff Refund Reserve and tariff-related Inventory valuation adjustments) showing each Borrowing Base, the Aggregate Revolving Borrowing Base, each Term Borrowing Base and the Term Aggregate Borrowing Base, in each case, as of the close of business on the immediately preceding Saturday (and in each case, including Excess Availability);

(d) on Friday of each week (or, if Friday is not a Business Day, on the next succeeding Business Day), (i) a schedule of all Eligible Trade Receivables indicating the aging of each such Account, (ii) an accounts payable aging report, in each case, as of the last day of the prior calendar month or the prior calendar week, as applicable, and (iii) all supporting materials related to the Term Borrowing Base to the extent delivered to the Term Agent under the DIP Term Credit Agreement;

(e) upon the request of the Administrative Agent or its auditors, appraisers, accountants, consultants or other representatives, copies of each of the Lead Borrower's federal income tax returns, and any amendments thereto;

(f) promptly upon the reasonable request of the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by its public accounting firm in connection with the accounts or books of the Loan Parties or any Subsidiary, or any audit of any of them, in each case to the extent permitted by the policies of its public accounting firm at such time;

(g) promptly after the same are available, copies of each annual report, proxy or financial statement, or other document, report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party files with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or with any national or foreign securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(h) the financial and collateral reports described on Schedule 6.02 hereto, at the times set forth in such Schedule;

(i) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement which indicate a breach or default of any such document, in each case not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(j) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Loan Parties (or upon the reasonable request of the Administrative Agent or its respective auditors, appraisers, accountants, consultants or other representatives), (i) a certificate executed by an authorized officer of the Lead Borrower certifying the existence and adequacy of the property and casualty insurance program carried by the Loan Parties and their Subsidiaries, and (ii) a written summary of said program identifying the name of each insurer, the number of each policy and expiration date of each policy, the amounts and types of each coverage, and a list of exclusions and deductibles for each policy;

(k) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority (including, without limitation, the SEC (or comparable agency in any applicable non-U.S. jurisdiction)) concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other operational results of any Loan Party or any Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(l) promptly after the Administrative Agent's request therefor, copies of all Material Contracts and documents evidencing Material Indebtedness;

(m) promptly after the Administrative Agent's request therefor, a calculation of the Term Total Outstandings in form and substance reasonably satisfactory to the Administrative Agent;

(n) (i) promptly following receipt by any Loan Party, copies of any amendments, supplements, modifications, waivers, consents and forbearances under the Term Documents, the Mithaq Subordinated Notes, the Mithaq Subordination Agreement and any material notices received from any lender or agent of, under or with respect to the Term Obligations (including, without limitation, the Term Agent) not otherwise provided to the Administrative Agent under the Loan Documents, and (ii) as and when due or otherwise provided pursuant to the DIP Term Credit Agreement, all material notices and all reports and information delivered to the Term Agent to the extent not otherwise provided to the Administrative Agent under the Loan Documents;

(o) promptly after any Agent's or any Lender's request therefor, (i) such information as requested pursuant to Section 10.17 hereof, (ii) confirmation of the accuracy of the information set forth in the most recent Beneficial Ownership Certification for the Borrowers provided to the Agents and the Lenders, and (iii) a new Beneficial Ownership Certification for the Borrowers (which the Borrowers shall provide when the individual(s) to be identified as a beneficial owner have changed, regardless of whether any Agent or any Lender has made a request therefor);

(p) concurrently with the delivery of each Compliance Certificate referred to in Section 6.02(b) for each Fiscal Quarter, the Loan Parties shall provide the Administrative Agent with written notice of any additional registered Material Intellectual Property (not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this Section 6.02(p)), as required pursuant to Sections 6.4(a) and (b) of the Security Agreement or the Canadian Security Agreement, as applicable;

(q) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents and/or the Term Documents, as applicable, to the extent delivered to the Term Agent under the DIP Term Credit Agreement, or as the Administrative Agent or any Lender may from time to time reasonably request;

(r) [reserved];

(s) within twenty (20) days after the end of each Fiscal Month (or, while an Event of Default is continuing, more frequently while an Event of Default is continuing, as the Administrative Agent may request), a report in form and substance satisfactory to the Administrative Agent (a "Tariff Refund Report") covering entries, entry summaries, claims filed or expected, claim status, claimed, expected, denied and received amounts, Tariff Refund Proceeds, the Tariff Refund Reserve, Inventory valuation adjustments, cash-routing information and all Tariff Reimbursement Claims, including claimant identity, basis, estimates, reserves, payments, credits and status but, in each case, only to the extent applicable in any Fiscal Month.

Financial statements and any related deliverables required to be delivered pursuant to Sections 6.02(g) (to the extent any such documents are included in materials otherwise filed with the SEC) (x) shall be deemed satisfactory for the purposes of this Agreement in the form and substance filed with the SEC and (y) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on

which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Lead Borrower's behalf on EDGAR or another Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Lead Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Lead Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Lead Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance, the Lead Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties hereby acknowledge that the Administrative Agent may make available materials or information provided by or on behalf of the Loan Parties hereunder (collectively, "Borrower Materials") to the Lenders and the L/C Issuer by posting the Borrower Materials on IntraLinks, SyndTrack or another similar secure electronic transmission system (the "Platform"). Each Loan Party further agrees that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities). The Loan Parties shall be deemed to have authorized the Administrative Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). The Administrative Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

The Loan Parties and the Administrative Agent hereby agree that the delivery of any Borrowing Base Certificate through the Portal, subject to the Administrative Agent's authentication process, by such other electronic method as may be approved by the Administrative Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate each Borrowing Base, the Aggregate Revolving Borrowing Base, each Term Borrowing Base and the Term Aggregate Borrowing Base, respectively, as may be approved by the Administrative Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of the Lead Borrower to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by the Lead Borrower and delivered to the Administrative Agent.

6.03 Notices. Promptly notify the Administrative Agent:

(a) of the occurrence of any Default;

(b) except for those resulting from the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, any default under, or termination of, a Material Contract or with respect to Material Indebtedness of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation,

proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or any administrative or arbitration proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;

(c) of any undischarged or unpaid judgments or decrees in excess of $1,500,000, individually or in the aggregate;

(d) of the occurrence of any ERISA Event or Canadian Pension Event;

(e) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(f) of any change in any Loan Party's senior executive officers;

(g) of the discharge by any Loan Party of its present public accounting firm or any withdrawal or resignation by such public accounting firm;

(h) of any collective bargaining agreement or other labor contract to which a Loan Party becomes a party, the application for the certification of a collective bargaining agent, or any labor negotiations or strikes;

(i) of the filing of any Lien for unpaid Taxes against any Loan Party;

(j) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation, expropriation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;

(k) (i) of any failure by any Loan Party to pay rent or such other amounts due at (x) any distribution centers or warehouses, or (y) any of such Loan Party's locations when such rent or such other amounts first came due following the Petition Date, unless such non-payment was permitted under the Bankruptcy Code or pursuant to an order of the Bankruptcy Court or the Canadian Court and (ii) notice of termination of any Lease;

(l) of the termination, discharge, or resignation of any Loan Party Advisor;

(m) of the receipt or delivery of any material notice (including, without limitation, any notice of any breach or alleged breach) under the Purchase Agreement, Specified Liquidation Agreement or any agency agreement, asset purchase agreement or other contract relating to a Permitted Sale by any party thereto;

(n) of the occurrence of any "Default" or "Event of Default" (or comparable terms) under (and as defined in) the Term Documents, the Mithaq Subordinated Notes or the Mithaq Subordination Agreement;

(o) of the occurrence of (i) any payment default by any franchisee or other counterparty with respect to any amounts in excess of $100,000 and that is outside the ordinary course of business, or (ii) any material "default" or "event of default" or other material breach (or comparable terms) by a franchisee or other counterparty with respect to which any applicable Loan

Party sends a written notice to such franchisee or other counterparty, in each case, under any Franchise Agreements; and

(p) of the assertion of any claim against any registered Material Intellectual Property that would reasonably be expected to have a Material Adverse Effect or otherwise could reasonably be expected to result in a liability of the Loan Parties in excess of $1,250,000.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the Lead Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge in full as the same shall become due and payable, all its post-petition obligations and liabilities, including (a) all post-petition tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, (b) all post-petition lawful claims (including, without limitation, claims for labor, materials and supplies and claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators and carriers) which, if unpaid, would by law become a Lien upon its property (other than a Permitted Encumbrance), and (c) all post-petition Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, except, in each case, where (a) the validity or amount thereof (other than payroll taxes or taxes that are the subject of a United States federal or Canadian federal or provincial tax Lien) is being contested in good faith by appropriate proceedings diligently conducted, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. The Lead Borrower will, upon request, furnish the Collateral Agent with proof satisfactory to the Collateral Agent indicating that the Loan Parties and their Subsidiaries have made the payments or deposits described in clause (a) above. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings, and in all cases, the Approved Budget (subject to the Permitted Variance), each Loan Party shall, and shall cause each of its Subsidiaries to, pay in conformity with its customary practice all accounts payable incident to the operations of such Person not referred to in this Section 6.04, above. Nothing contained herein shall be deemed to limit the rights of the Agents with respect to determining Reserves pursuant to this Agreement.

6.05 Preservation of Existence, Etc. Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05. Preserve, renew and not abandon or let lapse any of its registered Material Intellectual Property, except for Permitted Dispositions.

6.06 Maintenance of Properties.

(a) Keep its properties in such repair, working order and condition, and shall from time to time make such repairs, replacements, additions and improvements thereto, as are reasonably necessary for the efficient operation of its business and shall comply at all times in all material respects with all material franchises, licenses and leases to which it is party so as to prevent any loss or forfeiture thereof or thereunder, except in each case where (i) compliance is at the time being contested in good faith by appropriate proceedings and (ii) failure to comply with the

provisions being contested has not resulted, and which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable actions to possess and maintain all Related Intellectual Property and own all right, title and interest in and to, or have a valid license for, all such Related Intellectual Property (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property). No Loan Party nor any of its Subsidiaries shall take any action, or fail to take any action, that could reasonably be expected to (i) result in the invalidity, abandonment, misuse, lapse, or unenforceability of Material Intellectual Property (except, in each case under this clause (i), (x) as otherwise set forth on Schedule 5.17, (y) for Permitted Dispositions or (z) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property); or (ii) infringe upon or misappropriate any rights of other Persons except, in the case of this clause (ii), as could not reasonably be expected to have a Material Adverse Effect. Take all commercially reasonable steps, including, in any proceeding before the PTO, the USCO and/or the CIPO, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Borrower Intellectual Property, including, filing of applications for renewal, affidavits of use and affidavits of incontestability (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property).

(c) Do all things reasonably necessary in order to comply with all Environmental Laws at any Real Estate or otherwise in connection with their operations noncompliance with which could reasonably be expected to have a Material Adverse Effect, and obtain all permits and other governmental authorizations for their operations under applicable Environmental Laws other than such permits and other authorizations the failure of which to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Maintain, preserve and protect all of its FF&E material to the operation of its business in working order and condition, ordinary wear and tear excepted; and make all reasonably necessary repairs thereto and renewals and replacements thereof, except, in each case, where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies reasonably acceptable to the Administrative Agent and not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business and operating in the same or similar locations or as is required by applicable Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are reasonably acceptable to the Administrative Agent.

(b) Cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a non-contributing mortgage clause (regarding improvements to real property) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of

the Loan Parties, Credit Parties or any other Person shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(c) Cause commercial general liability policies to be endorsed to name the Collateral Agent as an additional insured.

(d) Cause business interruption policies to name the Collateral Agent as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, the Administrative Agent, the Collateral Agent or any other party shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(e) Cause each such policy referred to in Section 6.07(b) to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium, except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason, except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent.

(f) Deliver to the Collateral Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(g) If at any time the area in which any Mortgaged Property is located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as is reasonable and customary for similarly situated companies, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, and, upon the request of the Administrative Agent or any Lender, deliver evidence of such flood insurance to the Administrative Agent or such Lender, in form and substance reasonably acceptable to the Administrative Agent or such Lender, or (ii) a "Zone 1" area, obtain earthquake insurance in such total amount as is reasonable and customary for similarly situated companies.

(h) Maintain for themselves and their Subsidiaries, a Directors and Officers insurance policy, and a "Blanket Crime" policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated, and will upon request by the Administrative Agent furnish the Administrative Agent certificates evidencing renewal of each such policy.

(i) Permit any representatives that are designated by the Collateral Agent to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby. The Loan Parties shall pay the reasonable fees and expenses of any representatives retained by the Collateral Agent to conduct any such inspection.

(j) If any Loan Party or its Subsidiaries fails to maintain such insurance and/or fails to provide the Collateral Agent with satisfactory evidence thereof, in accordance with this Section 6.07, the Collateral Agent may, in its reasonable discretion, purchase insurance at the Borrowers' expense to protect the Credit Parties' interests ("Lender Insurance"), and the costs for such Lender Insurance (including the insurance premium, interest, and any other charges that may be imposed with the placement of such Lender Insurance, until the effective date of the cancellation or expiration of such Lender Insurance) shall be due and payable by the Borrowers on demand, and may be added to the Borrowers' total outstanding Obligations. Such Lender Insurance may not protect the Loan Parties' interests or claims. The Borrowers may later cancel any Lender Insurance, but only after providing the Collateral Agent with evidence that the Borrowers have obtained the insurance coverage required by this Agreement. Notwithstanding any of the foregoing, there shall be no responsibility on the Collateral Agent's part for obtaining any insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims.

None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply (a) in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect, (b) with Sections 10.17 and 10.22, (c) in all material respects with (i) the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), and (ii) Part IV of the CCAA, the rules of the Canadian Court and any order of the Canadian Court (other than the Canadian Recognition Orders), and (d) in all respects with the Orders and the Canadian Recognition Orders, except in the case of the preceding clauses (a) and (b), non-compliance thereof is permitted by the Bankruptcy Code, Part IV of the CCAA or an order of the Canadian Court (including the Canadian Recognition Orders as applicable.

6.09 Books and Records; Accountants.

(a) (i) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Subsidiary, as the case may be; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Loan Parties or such Subsidiary, as the case may be.

(b) At all times retain BDO USA or another public accounting firm which is reasonably satisfactory to the Administrative Agent and instruct such public accounting firm in

writing to cooperate with, and be available to, the Administrative Agent or its representatives to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such public accounting firm, as may be raised by the Administrative Agent; provided that the Lead Borrower shall be entitled to participate in any such meetings or discussions. The Lead Borrower hereby irrevocably authorizes and directs all auditors, accountants, or other third parties to deliver to the Administrative Agent, at the Borrowers' expense, copies of the Borrowers' financial statements, papers related thereto, and other accounting records of any nature in their possession, and to disclose to the Administrative Agent any information they may have regarding the Collateral or the financial condition of the Borrowers, in each case to the extent permitted by the policies of such auditors, accountants or other third parties at such time; provided that the Lead Borrower shall be entitled to be provided with copies of any such financial statements, papers, accounting records or disclosures contemporaneously therewith.

6.10 Inspection Rights.

(a) Permit, and provide commercially reasonable cooperation with, representatives, Affiliates and independent contractors of the Administrative Agent (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) (who may be accompanied by the Lenders or representatives thereof) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and public accounting firm, all at the expense of the Loan Parties and at such reasonable times during normal business hours on one occasion per each Fiscal Year, upon reasonable advance notice to the Lead Borrower; provided, however, that when an Event of Default has occurred and is continuing, the Administrative Agent (or any of its representatives, Affiliates or independent contractors) may do any of the foregoing at the expense of the Loan Parties, as often as the Administrative Agent may request in its reasonable discretion, and at any time during normal business hours and without advance notice.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit, and provide commercially reasonable cooperation with, the Administrative Agent or professionals (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) retained by the Administrative Agent to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Lead Borrower's practices in the computation of the Borrowing Base and/or the Term Borrowing Base and (ii) the assets included in the Borrowing Base and/or the Term Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. During the pendency of the Cases, the Administrative Agent may cause appraisals, commercial finance examinations and other evaluations to be undertaken at such times and with such frequency as the Administrative Agent may determine in its reasonable discretion (and without imposing undue burden on the operation of the business of the Loan Parties), in each case at the expense of the Loan Parties.

(c) [Reserved].

(d) Permit the Administrative Agent, from time to time, to engage a geohydrologist, an independent engineer or other qualified consultant or expert, reasonably acceptable to the Administrative Agent, at the expense of the Loan Parties, to undertake Phase I environmental site

assessments during the term of this Agreement of the Mortgaged Property, provided such assessments may only be undertaken (i) during the continuance of a Default, (ii) if a Loan Party receives any notice or obtains knowledge of (A) any potential or known release of any Hazardous Materials at or from any Mortgaged Property, notification of which must be given to any Governmental Authority under any Environmental Law, or notification of which has, in fact, been given to any Governmental Authority, or (B) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental health or safety matter affecting any Loan Party or any Mortgaged Property from any Person (including, without limitation, the Environmental Protection Agency); provided further that one such assessment may be undertaken from and after the Closing Date at the Loan Parties' expense without the requirement that any such event shall have occurred. Environmental assessments may include detailed visual inspections of the Real Estate, including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are reasonably necessary for a determination of the compliance of the Real Estate and the use and operation thereof with all applicable Environmental Laws. The Borrowers will, and will cause each of their Subsidiaries to, cooperate in all respects with the Administrative Agent and such third parties to enable such assessment and evaluation to be timely completed in a manner reasonably satisfactory to the Administrative Agent.

(e) No Borrowing Base calculation shall include Collateral obtained outside the ordinary course of business until completion of applicable appraisals and commercial finance examinations (which shall not be included in the limits provided above, but such appraisals and commercial finance examinations shall only be conducted with the consent of the Lead Borrower) satisfactory to the Administrative Agent.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions solely in accordance with the Orders or the Canadian Recognition Orders, the Approved Budget (subject to the Permitted Variance) and the terms of this Agreement, (a) to pay costs, fees and expenses related to the Cases and the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), (b) to pay adequate protection payments permitted by the Orders, (c) to repay the Prepetition Obligations as provided in the Orders and Section 2.05, (d) to fund the Carve Out and to make payments under the Carve Out in accordance with this Agreement and the Orders, and (e) to fund the working capital needs and expenditures of the Debtors during the Cases, in each case to the extent expressly permitted under applicable Law and the Loan Documents.

6.12 Additional Loan Parties.

(a) Notify the Administrative Agent at the time that any Person becomes a Subsidiary or is otherwise required to join as a Loan Party, and promptly thereafter (and in any event within fifteen (15) days (or such longer period as the Administrative Agent may agree)), cause any such Person to (i) become a Loan Party by executing and delivering to the Administrative Agent a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (ii) grant a Lien to the Collateral Agent on such Person's assets to secure the Obligations to the extent required under the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), (iii) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (i) above), and (iv) if any Equity Interests or Indebtedness of such Person are owned by or on behalf

of any Loan Party, to pledge such Equity Interests and promissory notes evidencing such Indebtedness to the extent required under the Security Documents. In no event shall compliance with this Section 6.12 waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.12 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Subsidiary, an approval of such Person as a Borrower or permit the inclusion of any acquired assets in the computation of the Borrowing Base. At all times, the Loan Parties shall cause each Subsidiary that is a "Loan Party" (as defined in the DIP Term Credit Agreement) to remain a Loan Party under the Loan Documents, except to the extent a release of such Loan Party from its obligations under the Term Documents and the Loan Documents is permitted pursuant to the terms of the Term Documents and the Loan Documents.

(b) Prior to the acquisition by TCP Canada Inc. of any assets (other than the assets described in Section 5.13(b) hereof or other assets not of the same type that constitute Collateral (which other assets are not used in connection with any of the Loan Parties' business operations)), cause such Person to (A) become a Loan Party by executing and delivering to the Agents a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a Lien to the Collateral Agent on such Person's assets to the extent required by the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), and (C) deliver to the Agents documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (A), subject to customary assumptions and qualifications), all of the foregoing to be in form, content and scope reasonably satisfactory to the Administrative Agent.

6.13 Cash Management.

(a) To the extent not previously delivered to the Administrative Agent, if requested by the Administrative Agent:

(i) deliver to the Administrative Agent copies of notifications (each, a "Credit Card Notification") substantially in the form attached hereto as Exhibit H which have been executed on behalf of such Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 5.21(b); and

(ii) enter into a blocked account agreement for each Blocked Account, in each case in form and substance satisfactory to the Agents (each, a "Blocked Account Agreement"), with the applicable Blocked Account Bank; provided that, for the avoidance of doubt, no Blocked Account Agreements shall be required with respect to any Excluded Accounts; provided further that, notwithstanding anything to the contrary in this Agreement, the Administrative Agent may from time to time, in its sole discretion, elect not to require Blocked Account Agreements on DDAs that are exclusively used for disbursements.

(b) (i) Each Credit Card Notification shall require the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all payments due from Credit Card Issuers and Credit Card Processors, and (ii) the Borrowers shall cause each depository institution (including those listed on Schedule 5.21(a)) to cause the ACH or wire transfer no less frequently than daily (and whether or not there are then any

outstanding Obligations) to a Blocked Account of all amounts on deposit in each DDA (other than Excluded Accounts).

(c) Each Blocked Account Agreement shall require, subject to the Cash Management Order, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to each concentration account maintained by the Collateral Agent at Wells Fargo Bank or its Affiliates (each, a "Concentration Account"), of all cash receipts and collections, including, without limitation, the following (except to the extent provided in Section 6.13(l) in respect of the Canadian Operating Account):

(i) all available cash receipts (x) from the sale of Inventory, and (y) from the sale of other assets (whether or not constituting Collateral);

(ii) all proceeds of collections of Accounts;

(iii) all Net Proceeds, and all other cash payments received by a Loan Party from any Person or from any source or on account of any Disposition or other transaction or event, including, without limitation, any Prepayment Event;

(iv) the then contents of each DDA (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject DDA by the depository institution at which such DDA is maintained);

(v) the then entire ledger balance of each Blocked Account (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject Blocked Account by the Blocked Account Bank);

(vi) the proceeds of all credit card charges; and

(vii) all Tariff Refund Proceeds.

Prior to the exercise of remedies provided for in Section 8.02 (or before the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), subject to the Cash Management Order, all amounts received in a Concentration Account from any source, including the Blocked Account Banks, shall be applied by the Administrative Agent in the order set forth in Section 2.05(i).

(d) [Reserved].

(e) Each Concentration Account shall at all times be under the sole dominion and control of the Collateral Agent. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from a Concentration Account, (ii) subject to entry of the Interim Order (and, when applicable, the Final Order) the funds on deposit in a Concentration Account shall at all times be collateral security for all of the Obligations and the Prepetition Obligations, and (iii) subject to the Cash Management Order, the Canadian Interim DIP Recognition Order and/or the Canadian Final DIP Recognition Order, as applicable, the funds on deposit in a Concentration Account shall be applied as provided in this Agreement.

(f) In the event that any Loan Party receives or otherwise has dominion and control of any proceeds or collections described in Section 6.13(c), such proceeds and collections shall be

held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(g) Upon the request of the Administrative Agent, the Loan Parties shall cause bank statements and/or other reports to be delivered to the Administrative Agent not less often than monthly, accurately setting forth all amounts deposited in each Blocked Account to ensure the proper transfer of funds as set forth above.

(h) Notwithstanding anything to the contrary contained in this Section 6.13 and in all cases subject to the Orders and the Cash Management Order, prior to the Discharge of Term Obligations, (i) prior to the delivery of an ABL Termination Declaration, all Net Proceeds of Term Priority Collateral (other than Net Proceeds of Franchise Receivables which may be used to pay disbursements in accordance with the Approved Budget) shall be remitted to the Term Loan Priority Account and (ii) on and after the occurrence of delivery of an ABL Termination Declaration, all Net Proceeds (as defined, solely for the purposes of this Section 6.13(h), in the DIP Term Credit Agreement as in effect as of the Closing Date) of Term Priority Collateral shall, to the extent required under the DIP Term Credit Agreement (as in effect as of the Closing Date), be deposited, as and when received, into a Term Loan Priority Account. No Loan Party shall deposit, or cause to be deposited, any funds into the Term Loan Priority Account other than proceeds of the Term Priority Collateral.

(i) [Reserved].

(j) Subject to the Cash Management Order, cause all Tariff Refund Proceeds to be paid directly into a Blocked Account that is subject to a Blocked Account Agreement, and designate such Blocked Account in all CBP, CAPE, customs broker, customs counsel, claims administrator, Governmental Authority, portal, platform and payment-instruction records. If direct deposit of Tariff Refund Proceeds into such a Blocked Account is not available, the Loan Parties shall, subject to the Cash Management Order, use the available payment instruction that is most protective of the Credit Parties, shall hold any such Tariff Refund Proceeds in trust for the Collateral Agent, and shall, not later than the Business Day after receipt thereof, transfer all such Tariff Refund Proceeds into a Blocked Account that is subject to a Blocked Account Agreement.

(k) The Loan Parties shall comply in all respects with the Cash Management Order.

(l) Notwithstanding anything to the contrary in this Section 6.13, and in all cases subject to the Cash Management Order and the Canadian Recognition Orders, with respect to the Deposit Account of the Canadian Borrower maintained at The Toronto-Dominion Bank with an account number ending in 2498, into which cash receipts and collections are concentrated and from which disbursements are made (the "Canadian Operating Account"), the Loan Parties shall: (i) not make, or permit to be made, any disbursement, withdrawal, payment or transfer from the Canadian Operating Account other than disbursements in the amounts, to the payees and of the types set forth as operating disbursements in the then-applicable Approved Budget for the applicable period, in each case subject only to the Permitted Variance; and in no event shall the Loan Parties make any disbursement or transfer from the Canadian Operating Account to any Subsidiary or to any other Loan Party or any Subsidiary of any other Loan Party; (ii) on each Business Day (or at such other intervals as the Administrative Agent may direct), remit, or cause to be remitted, to a Concentration Account the entire then-current ledger balance of the Canadian Operating Account, net only of amounts required to fund the disbursements permitted under clause (i) above for the applicable

period, and the Loan Parties shall not retain, accumulate or hold in the Canadian Operating Account any amounts in excess of the amounts required to fund the disbursements permitted under clause (i) for the then-applicable Approved Budget period; to the extent the Canadian Borrower repatriates any funds to any U.S. Loan Party, such funds shall be remitted to, prior to the Discharge of ABL Obligations, to the Concentration Account maintained at JPMorgan Chase with an account ending in 7701 and thereafter to the Term Loan Priority Account and shall be disbursed or applied solely with the Administrative Agent's consent; (iii) notwithstanding clause (i), nothing herein shall prohibit, and the Loan Parties shall remain obligated to make, disbursements from the Canadian Operating Account consisting of amounts required to comply with any order of a court of competent jurisdiction, including the Bankruptcy Court and any Canadian Court; and (iv) commencing on the first Business Day of the first full week following the Closing Date, and on each Business Day (or at such other intervals as the Administrative Agent may direct) thereafter, deliver to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, bank statements for, and a reconciliation of, the Canadian Operating Account evidencing that (x) only disbursements permitted under clause (i) (or clause (iii)) were made from the Canadian Operating Account and (y) the net balance was remitted to a Concentration Account in accordance with clause (ii). Any failure to comply with this Section 6.13(l) shall constitute an immediate Event of Default. For the avoidance of doubt, nothing in this Section 6.13(l) limits the Loan Parties' obligations under Section 6.13(c) or the Administrative Agent's or Collateral Agent's rights with respect to the Canadian Operating Account under this Agreement, the Cash Management Order or any Blocked Account Agreement.

6.14 Information Regarding the Collateral.

(a) Furnish to the Administrative Agent at least thirty (30) days' prior written notice of any change in: (i) any Loan Party's name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it, any location, office or facility at which Collateral owned by it is located (including the establishment of any such new location, office or facility), or, in the case of a Canadian Loan Party, its registered office; (iii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iv) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of organization. The Loan Parties agree not to effect or permit any change referred to in the preceding sentence unless all filings (including fixture filings) have been made under the UCC, the PPSA or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral (subject only to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens) for its own benefit and the benefit of the other Credit Parties.

(b) From time to time as may be reasonably requested by the Administrative Agent, the Lead Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Closing Date that, if existing or occurring on the Closing Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Credit Parties' consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise

prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Credit Parties' waiver of any Default resulting from the matters disclosed therein.

6.15 Physical Inventories.

(a) Cause not less than one (1) physical inventory to be undertaken, at the expense of the Loan Parties, in each twelve month period, conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding inventory or as otherwise may be satisfactory to the Collateral Agent. The Collateral Agent and any Lender, at the expense of the Loan Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaken on behalf of any Loan Party. Upon the request of the Collateral Agent, the Lead Borrower shall provide the Collateral Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory undertaken by a Loan Party) and shall post such results to the Loan Parties' stock ledgers and general ledgers, as applicable.

(b) The Collateral Agent, in its discretion, if any Default shall have occurred and be continuing, may cause such additional inventories to be taken as the Collateral Agent determines (each, at the expense of the Loan Parties).

6.16 Environmental Laws. (a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws; (b) obtain and renew all environmental permits appropriate or necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP.

6.17 Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments (including Intellectual Property filings), and take all such further actions (including the filing and recording of financing statements, Intellectual Property filings and other documents), that may be required under any applicable Law, or which any Agent may request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties. The Loan Parties also agree to provide to the Agents, from time to time upon request, evidence satisfactory to the Agents as to the perfection and priority of the Liens created or intended to be created by the Security Documents. Notwithstanding anything to the contrary contained in this clause (a), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(b) If any material assets are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of the Security Documents upon acquisition thereof), notify the Agents thereof, and the Loan

Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be reasonably necessary or shall be reasonably requested by any Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section 6.17, all at the expense of the Loan Parties. In no event shall compliance with this Section 6.17(b) waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.17(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute Consent to the inclusion of any acquired assets in the computation of the Borrowing Base. Notwithstanding anything to the contrary contained in this clause (b), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(c) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause each of its customs brokers, freight forwarders, consolidators and other carriers which, individually, have control over, and/or hold the documents evidencing ownership of, Inventory or other Collateral of the Loan Parties with an aggregate retail value in excess of ten percent (10%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time to deliver a Customs Broker Agreement to the Collateral Agent and (ii) simultaneously with the delivery to the Term Agent, deliver to the Collateral Agent a Customs Broker Agreement with each such customs broker, freight forwarder, consolidator or other carrier for which such an agreement has been provided to the Term Agent.

(d) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause any of its landlords with respect to Real Estate acquired or leased after the Closing Date to deliver a Collateral Access Agreement to the Collateral Agent in such form as the Collateral Agent may reasonably require if the aggregate retail value of the Inventory or other Collateral of the Loan Parties at any such location exceeds five percent (5%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time and (ii) simultaneously with the delivery to the Term Agent, deliver to the Collateral Agent a Collateral Access Agreement for any Real Estate for which a Collateral Access Agreement has been provided to the Term Agent.

(e) Notwithstanding the foregoing, the Collateral Agent shall not enter into any Mortgage in respect of any improved Real Estate acquired by any Loan Party after the Closing Date unless the Collateral Agent has provided to the Revolving Lenders (i) if such Mortgage relates to an improved Real Estate not located in a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), a completed Flood Certificate with respect to such improved Real Estate from a third-party vendor at least ten (10) Business Days prior to entering into such Mortgage, or (ii) if such Mortgage relates to an improved real property located in such a "flood hazard area", the following documents with respect to such improved Real Estate at least thirty (30) days prior to entering into such Mortgage: (1) a completed Flood Certificate from a third party vendor; (2) (A) a notification to the Lead Borrower that such real property is located in such a "flood hazard area" and (if applicable) notification to the Lead Borrower that flood insurance coverage is not available and (B) evidence of the receipt by the Lead Borrower of such notice; and (3) if required by applicable Laws (including, without limitation, the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect), evidence of required flood insurance; provided that the Collateral Agent may enter into any such Mortgage prior to the notice period specified above if the Collateral Agent shall have received confirmation from each applicable Revolving Lender that such Revolving Lender has completed any necessary flood insurance due diligence to its reasonable satisfaction. Notwithstanding anything to the contrary contained herein (including this Section 6.17 and Section 10.01) or in any other Loan Document, (x) the Collateral Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Revolving Lenders has

received forty-five (45) days' prior written notice thereof and the Collateral Agent has received confirmation from each Revolving Lender that such Revolving Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Insurance Laws or as otherwise satisfactory to such Revolving Lender, and (y) at any time that the Real Estate or any other real property is included in the Collateral, no addition, increase, renewal or extension of any Loan, Letter of Credit or Commitment hereunder shall be consummated until the completion of flood due diligence, documentation and coverage as required by the Flood Insurance Laws or as otherwise satisfactory to all Revolving Lenders.

(f) Notwithstanding anything to the contrary contained herein (including this Section 6.17) or in any other Loan Document, the Agents shall not accept delivery of any joinder to any Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and the Administrative Agent and the Lenders have completed their respective Patriot Act searches, OFAC/PEP searches, Canadian AML Legislation searches (if applicable), and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to the Administrative Agent and the Lenders.

6.18 Compliance with Terms of Leaseholds.

(a) Except as otherwise expressly permitted hereunder or to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, consistent with the Approved Budget (subject to the Permitted Variance), make all payments and otherwise perform all obligations arising after the Petition Date in respect of all Leases of real property to which any Loan Party or any of its Subsidiaries is a party, (ii) keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, (iii) notify the Administrative Agent of any default by any party with respect to such Leases, and (iv) cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so except, in each case, with respect to Leases relating to Store locations subject to Specified Store Closing Sales after the effectiveness of the rejection of such applicable Lease. In the event that the Borrowers become delinquent in their rent payments, subject to Section 2.01(e), the Administrative Agent may establish Reserves against any applicable Borrowing Base for the amount of any landlord liens arising from such delinquency.

(b) Other than with respect to Leases relating to Stores subject to the Specified Store Closing Sales, (i) obtain the Administrative Agent's prior written consent prior to rejecting any Lease of real property and (ii) consult with the Administrative Agent regarding any plans to assume or reject any Lease of real property.

6.19 Material Contracts. Except as otherwise expressly permitted hereunder, to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) perform and observe all of the terms and provisions of each Material Contract to be performed or observed by any Loan Party or any of its Subsidiaries after the Petition Date, (ii) take all such action required on the part of any Loan Party or any of its Subsidiaries to maintain each such Material Contract in full force and effect, (iii) enforce each such Material Contract in accordance with its terms, (iv) take all such action to such end as may be from

time to time requested by the Administrative Agent, and (v) upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, and cause each of its Subsidiaries to so.

6.20 ERISA.

(a) Comply in all material respects with the applicable provisions of ERISA or any other applicable federal, state, provincial, local or foreign law dealing with such matters, except where the failure to comply could reasonably be expected to result in a claim or liability against any Loan Party or its Affiliates of $1,500,000 or more.

(b) Subject to the provisions of the Bankruptcy Code and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge promptly any liability imposed upon it pursuant to the provisions of Title IV of ERISA; provided, however, that neither any Loan Party nor any ERISA Affiliate or any other Subsidiary of the Loan Parties shall be required to pay any such liability if (i) the amount, applicability or validity thereof shall be diligently contested in good faith by appropriate proceedings, and (ii) such Person shall have set aside on its books reserves, in the opinion of the independent certified public accountants of such Person, adequate with respect thereto.

(c) Deliver to the Collateral Agent, promptly, and in any event within 20 days, after (i) the occurrence of any Reportable Event in respect of a Plan, a copy of the materials that are filed with the PBGC, (ii) any Loan Party or any ERISA Affiliate or an administrator of any Plan files with participants, beneficiaries or the PBGC a notice of intent to terminate any such Plan, a copy of any such notice, (iii) the receipt of notice by any Loan Party or any ERISA Affiliate or an administrator of any Plan from the PBGC of the PBGC's intention to terminate any Plan or to appoint a trustee to administer any such Plan, a copy of such notice, (iv) the request by any Lender of copies of each annual report that is filed on Treasury Form 5500 with respect to any Plan, together with certified financial statements (if any) for the Plan and any actuarial statements on Schedule B to such Form 5500, (v) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which could reasonably be expected to constitute grounds under the provisions of Section 4042 of ERISA for the termination of (or the appointment of a trustee to administer) any Plan, an explanation of such event or condition, (vi) the receipt by any Loan Party or any ERISA Affiliate of an assessment of withdrawal liability under Section 4201 of ERISA from a Multiemployer Plan, a copy of such assessment, (vii) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which would reasonably be expected to cause any one of them to incur a liability under Section 4062, 4063, 4064 or 4069 of ERISA or Section 412(n) or 4971 of the Code, an explanation of such event or condition, or (viii) any Loan Party or any ERISA Affiliate knows or has reason to know that an application is to be, or has been, made to the Secretary of the Treasury for a waiver of the minimum funding standard under the provisions of Section 412 of the Code, a copy of such application, and in each case described in clauses (i) through (iii) and (v) through (vii) together with a statement signed by an officer setting forth details as to such Reportable Event, notice, event or condition and the action which such Loan Party and any ERISA Affiliate proposes to take with respect thereto.

6.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions,

Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective Subsidiaries to comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

6.22 Term Loan Pushdown Reserve. The Loan Parties shall cause the Term Loan Pushdown Reserve to be maintained at any time that the Term Total Outstandings exceeds the Term Aggregate Borrowing Base.

6.23 Milestones. The Loan Parties shall satisfy each of the milestones set forth on Schedule 6.23 (each, a "Milestone" and, collectively, the "Milestones") on or before the applicable date set forth therein. The Administrative Agent shall have the ability to extend any Milestone in writing (which may be by electronic mail from counsel to the Administrative Agent). Schedule 6.23 may be amended, supplemented or otherwise modified from time to time by a writing executed by the Administrative Agent and the Lead Borrower, without the need to comply with Section 10.01, and the Administrative Agent shall promptly deliver a copy of any such modified Schedule 6.23 to the Lenders. Each reference in this Agreement or any other Loan Document to Schedule 6.23 or to any Milestone shall mean Schedule 6.23 or such Milestone, as applicable, as so extended, amended, supplemented or otherwise modified from time to time in accordance with this Section 6.23.

6.24 Approved Budget; 13-Week Cash Flow Reporting.

(a) The Loan Parties shall deliver to the Administrative Agent (i) on or prior to the Closing Date, an Initial Budget and (ii) thereafter, no later than 5:00 p.m. each Wednesday of the fifth (5th) week of the Initial Budget and each subsequent Approved Budget (commencing with December 9, 2026) or, to the extent such Wednesday is not a Business Day, the next Business Day thereafter (each, an "Approved Budget Reporting Date"), an updated Budget for the 13-week period commencing as of the Sunday immediately preceding such Approved Budget Reporting Date, in form and substance substantially consistent with the Initial Budget and otherwise satisfactory to the Administrative Agent in its sole discretion (it being understood that no such updated, modified or supplemented Budget shall be effective until so approved by the Administrative Agent in its sole discretion and only once so approved by the Administrative Agent shall it be deemed an "Approved Budget" (it being further understood that the Initial Budget shall constitute the Approved Budget until superseded in accordance with this Section 6.24) (it being understood that if the Administrative Agent does not provide notice to the Loan Parties that any such updated, modified or supplemented Budget is not in form and substance satisfactory to the Administrative Agent within five (5) Business Days of receipt thereof, such updated, modified, or supplemented budget shall be deemed the newly approved Approved Budget hereunder); provided that, in the event the Administrative Agent, on the one hand, and the Loan Parties, on the other hand, cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, the budget covenants set forth in Section 7.20 with respect to any period shall be tested based on the initial Approved Budget for such period (without giving effect to any updates, modifications or supplements thereto unless expressly approved by the Administrative Agent for the purposes of testing such covenants in Section 7.20) (it being understood and agreed however that, to the extent that the period covered by such initial Approved Budget has terminated and such parties have not agreed (while acting in good faith) to the next Approved Budget, an Event of Default shall be deemed to have occurred). Each Approved Budget shall be prepared by the Lead Borrower (in consultation with the Financial Advisor) for the 13-week period covered thereby and shall be prepared in good faith based upon assumptions believed by the Lead Borrower to be reasonable at the time such Approved Budget was prepared and information believed by the Lead Borrower to have been accurate based upon the information available to the Lead Borrower at the time such Approved Budget was prepared, and without awareness of any facts or information that would lead it to believe that such Approved

Budget would be incorrect or misleading in any material respect. Each Approved Budget shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent.

(b) The Agents and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for the payment of professional fees and expenses (including those of the Agents and the Lenders) are estimates only, and the Loan Parties remain obligated to pay all Obligations and Prepetition Obligations in accordance with the terms of the Loan Documents and the Orders regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimate of a loan balance in excess of any Borrowing Base or other lending limit) shall constitute an amendment or other modification of any Loan Document or of any Borrowing Base or other lending limit set forth herein.

6.25 Variance Reporting. The Loan Parties shall deliver to the Administrative Agent, on a weekly basis, on Wednesday of each week (commencing with December 2, 2026), or, to the extent such day is not a Business Day, the next Business Day thereafter, an Approved Budget Variance Report, and such Approved Budget Variance Report shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

6.26 Loan Party Advisors. The Loan Parties shall retain at all times during the Cases (i) Berkeley Research Group, LLC, as the Loan Parties' financial advisor (in such capacity, the "Financial Advisor"), (ii) Rudolph Morando and Christopher McAvinn, as the Loan Parties' co-chief restructuring officers (collectively, in such capacity. the "CRO"), (iii) Cascadia Capital, LLC, as the Loan Parties' investment banker (in such capacity, the "Investment Banker"), (iv) A&G Real Estate Partners, as the Loan Parties' real estate and lease disposition advisor (the "Lease Advisor") and (v) C Street Advisory Group, LLC, as the Loan Parties' public relations advisor (the "PR Advisor", together with the Financial Advisor, the CRO, the Investment Banker, the Approved Liquidator, the Lease Advisor and any other independent appraisers, financial advisors, investment bankers and consultants engaged from time to time by the Loan Parties with the prior written consent of the Administrative Agent, each a "Loan Party Advisor" and, collectively, the "Loan Party Advisors"), in each case on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent, and not terminate the engagement of, or materially diminish the role of, any Loan Party Advisor without the prior written consent of the Administrative Agent (other than in connection with a replacement reasonably satisfactory to the Administrative Agent). The Loan Parties shall:

(a) coordinate with the Loan Party Advisors in connection with the preparation of each Budget, each Approved Budget Variance Report and the other reporting required to be delivered pursuant to this Agreement and the achievement of the Milestones;

(b) except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, (i) authorize the Agents (and their respective agents and advisors, including any Lender Group Consultant) to communicate directly with the Loan Party Advisors regarding any and all matters related to the Loan Parties and their Affiliates or the Cases, and (ii) authorize and direct each applicable Loan Party Advisor to communicate directly with the Agents (and their respective agents and advisors, including any Lender Group Consultant) regarding the Loan Parties and their Affiliates or the Cases and to promptly provide the Agents and the Lenders (or their respective agents or advisors) with copies of reports, Collateral valuation updates and other information or

materials prepared or reviewed by such Loan Party Advisor as the Administrative Agent or any Lender may reasonably request subject to customary confidentiality restrictions;

(c) [reserved]; and

(d) conduct and participate in (and cause the Loan Party Advisors to participate in) a conference call on Friday of each week (or more frequently as reasonably requested by the Administrative Agent) with the Agents and the Lenders (and their respective advisors and counsel, including any Lender Group Consultant) to discuss, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Approved Budget, the Approved Budget Variance Reports, Store closings, the Milestones and such other matters relating to the Loan Parties, their Affiliates or the Cases as the Administrative Agent or any Lender may reasonably request.

6.27 Lender Group Consultant. The Loan Parties acknowledge and agree that the Administrative Agent shall be permitted to engage (directly or through counsel), for the benefit of the Credit Parties, such outside financial advisors, consultants and other advisors (each, a "Lender Group Consultant") as the Administrative Agent may determine to be reasonably necessary or appropriate, and, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Loan Parties (i) shall pay all reasonable and documented fees, costs and expenses of any Lender Group Consultant as Credit Party Expenses in accordance with Section 10.04(a), subject to the Orders, and (ii) acknowledge that all reports, determinations and other written and verbal information provided by any Lender Group Consultant shall be confidential and that no Loan Party shall be entitled to have access to the same.

6.28 Priority of Liens and Claims. Each Loan Party hereby covenants, represents and warrants that, (a) the relative priorities of the Liens securing the Prepetition Obligations and the Obligations with respect to the Collateral shall be as set forth in the Interim Order (and, when entered, the Canadian Interim DIP Recognition Order, the Final Order and the Canadian Final DIP Recognition Order) and the Intercreditor Agreement and (b) all such Liens shall be effective and perfected upon entry of the Interim Order and, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order, in each case without the necessity of the execution or recordation of filings by the Debtors of security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim Order and the Canadian Interim DIP Recognition Order (and, when entered, the Final Order and the Canadian Final DIP Recognition Order).

6.29 Bankruptcy-Related Matters. The Loan Parties shall, and shall cause each of their respective Subsidiaries to:

(a) cause all proposed (i) "first day" orders, (ii) "second day" orders, (iii) orders of the Canadian Court in the Recognition Proceedings including the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, and any Canadian Supplemental Order, and (iv) orders related to or affecting the Loans, the Prepetition Senior Debt and the Loan Documents, any other financing or use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code), any sale or other disposition of Collateral outside the ordinary course of business or adequate protection, in each case, proposed by the Debtors, to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent, it being understood and agreed that the forms of orders approved by the Administrative Agent prior to the Petition Date (including the form of orders in respect of the Recognition Proceedings) are in accordance with and permitted by the terms of this Agreement and are acceptable to the Administrative Agent in all respects;

(b) comply with (i) the terms and conditions of the Orders, as then in effect, in all respects, and shall not seek any reversals, vacatur, stay, amendment or modification thereto without the prior written consent of the Administrative Agent, and (ii) all terms and conditions of all other orders entered by the Bankruptcy Court and the Canadian Court, unless otherwise agreed to in writing by the Administrative Agent;

(c) provide the Agents and the Lenders with reasonable access to non-privileged information (including historical information) and relevant personnel regarding strategic planning, cash and liquidity management, operational and restructuring activities, in each case subject to customary confidentiality restrictions;

(d) deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all material proposed pleadings, motions, applications, orders, financial information and other documents to be filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or by or on behalf of the Foreign Representative or the Loan Parties with the Canadian Court in the Recognition Proceedings and consult in good faith with the Administrative Agent and its advisors regarding the form and substance of any such document; and

(e) if not otherwise provided through the Bankruptcy Court's electronic docketing system, deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all final pleadings, motions, applications, orders, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or with the Canadian Court in the Recognition Proceedings, or distributed by or on behalf of the Loan Parties to any official or unofficial committee appointed or appearing in the Cases.

ARTICLE VII.
NEGATIVE COVENANTS

Until payment in full of the Obligations in accordance with Section 1.02(d) hereof, no Loan Party shall, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the UCC, the PPSA or any similar Law or statute of any jurisdiction a financing statement that names any Loan Party or any Subsidiary thereof as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement; sell any of its property or assets subject to an understanding or agreement (contingent or otherwise) to repurchase such property or assets with recourse to it or any of its Subsidiaries; or assign or otherwise transfer any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

7.02 Investments. Have outstanding, make, acquire or hold any Investment (or become contractually committed to do so), directly or indirectly, or incur any liabilities (including contingent obligations) for or in connection with any Investment, except Permitted Investments.

7.03 Indebtedness; Disqualified Stock. (a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; (b) issue Disqualified Stock, or (c) except as otherwise expressly permitted hereby, issue and sell any other Equity Interests unless (i) such Equity Interests shall be issued solely by the Lead Borrower and not by a Subsidiary of a Loan Party, (ii) such Equity Interests provide that all dividends and other Restricted Payments in respect thereof shall be made solely in additional shares of such Equity Interests, in lieu of cash, (iii) such Equity Interests shall not be subject to redemption other than redemption at the option of

the Loan Party issuing such Equity Interests and in accordance with the limitations contained in this Agreement, and (iv) all Restricted Payments in respect of such Equity Interests are expressly subordinated to the Obligations.

7.04 Fundamental Changes.

(a) Merge, amalgamate, dissolve, liquidate, wind up, consolidate with or into another Person, reorganize, enter into a proposal, plan of reorganization, arrangement, recapitalization or reclassify its Equity Interests (or agree to do any of the foregoing) (other than pursuant to a Chapter 11 plan of reorganization or liquidation in the Cases that provides for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of all Obligations and all Prepetition Obligations on the effective date thereof, or as otherwise consented to in writing by the Administrative Agent and approved by the Bankruptcy Court); or

(b) suspend or go out of a substantial portion of its or their business or any material line of business, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect thereto or would result therefrom (including in the case of an amalgamation involving a Canadian Loan Party that such amalgamation will not result in any Liens that are not Permitted Encumbrances), any Subsidiary may merge, consolidate or amalgamate with (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided further that when any wholly-owned Subsidiary is merging with another Subsidiary, the wholly-owned Subsidiary shall be the continuing or surviving Person.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except Permitted Dispositions.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom and, in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party (which may include intermediate Restricted Payments by a Subsidiary of a Loan Party to a Subsidiary that is not a Loan Party so long as, reasonably contemporaneously therewith, such Restricted Payments are further remitted to a Loan Party), and (ii) each Subsidiary of a Loan Party that is not a Loan Party (the "Paying Subsidiary") may make Restricted Payments to any other Subsidiary of a Loan Party that is not a Loan Party (the "Recipient Subsidiary"); provided that the Paying Subsidiary is a direct or indirect Subsidiary of the Recipient Subsidiary; and

(b) the Loan Parties and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person.

Notwithstanding anything else set forth in this Section 7.06 to the contrary, (A) no Related Intellectual Property shall be the subject of any Restricted Payment to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any Restricted Payment to any non-Loan Party without the Administrative Agent's prior consent.

7.07 Payments and Prepayments of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except, to the extent not prohibited by the Intercreditor Agreement, as applicable, and in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) the Obligations, (ii) the Prepetition Obligations, (iii) any adequate protection payments expressly provided for in the Orders or the Canadian Recognition Orders, and (iv) as set forth in the Approved Budget (subject to the Permitted Variance);

(b) regularly scheduled payments of principal and mandatory repayments (in respect of Term Priority Collateral) of principal, and all payments in respect of interest, fees, expenses and other DIP Term Obligations owing under the DIP Term Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement), in each case, as and when due under the DIP Term Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement); or

(c) refinancings and refundings of such Indebtedness permitted pursuant to Section 7.03.

7.08 Change in Nature of Business. Engage in any line of business substantially different from the business (or any business substantially related or incidental thereto) conducted by the Loan Parties and their Subsidiaries on the Closing Date.

7.09 Transactions with Affiliates. Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, except for: (a) transactions that are on fair and reasonable terms, that are fully disclosed to the Administrative Agent, and that are no less favorable to the Loan Parties than would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate; (b) [reserved]; (c) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness, in each case under this clause (c), consistent with the Approved Budget (subject to the Permitted Variance); and (d) intercompany Investments permitted pursuant to clauses (g) and (i) of the definition of Permitted Investments, in each case under this clause (d), consistent with the Approved Budget (subject to the Permitted Variance).

7.10 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than the Prepetition Credit Agreement, the "Loan Documents" (under and as defined in the Prepetition Credit Agreement), this Agreement, any other Loan Document, the Term Documents or the New Headquarters Lease Guaranty) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Subsidiary to Guarantee the Obligations, (iii) of any Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favor of the Collateral Agent; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.11 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or extending credit to

others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the FRB; (b) to make any payments to a Sanctioned Entity or a Sanctioned Person, to finance any investments in a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (c) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; or (d) for purposes other than those permitted under this Agreement.

7.12 Amendment of Material Documents.

(a) Absent the prior written consent of the Administrative Agent, or in accordance with the Orders or the Canadian Recognition Orders, Amend or modify any term, provision or condition of, or waive any Loan Party's rights under, (i) its Organization Documents, (ii) any Material Contract or Material Indebtedness (other than on account of the Term Documents), in each case of clauses (i) and (ii) to the extent that such amendment, modification or waiver would result in a Default under any of the Loan Documents or otherwise would be reasonably likely to have a Material Adverse Effect, (iii) the TCP Board Letter Agreement in any manner that would adversely affect the rights of any Credit Party or would otherwise be more restrictive to the Loan Parties, (iv) the Mithaq Subordinated Notes, the Hong Kong Subordinated Notes and any other document governing Subordinated Indebtedness to the extent that such amendment, modification or waiver thereto would not be permitted under the applicable Subordination Agreement, (v) any Term Document or agreement in respect of any refinancing of any Indebtedness under any Term Document, to the extent that such amendment, modification or waiver would not be permitted under the Intercreditor Agreement, (vi) the Stalking Horse Purchase Agreement or any other Purchase Agreement or (vii) the Specified Liquidation Agreement; and

(b) Unless the Administrative Agent shall have consented, such consent to be provided in its reasonable discretion, or in accordance with the Orders or the Canadian Recognition Orders (i) change or modify, or otherwise consent to any change or modification to, the nature of the sale of Inventory and other assets subject of the Specified Store Closing Sales contemplated by the Specified Liquidation Agreement as in effect on the Petition Date, with respect to any Store location, to no longer constitute a "going out of business" sale, (ii) remove, or otherwise consent to the removal of, any Store location from the Specified Store Closing Sale process, or (iii) sell or dispose of, or permit to sell or dispose of, Inventory or other assets subject of the Specified Store Closing Sales through Amazon.

7.13 Corporate Name; Fiscal Year.

(a) Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP.

(b) (a) change its name as it appears in official filings in the jurisdiction of its incorporation, formation or other organization, (b) change its chief executive office, registered office, principal place of business, corporate offices or warehouses or locations at which any material portion of the Collateral is held or stored, or the location of its records concerning the Collateral, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its jurisdiction of incorporation, formation or other organization, or (e) change its jurisdiction of incorporation, formation or organization, in each case without at least thirty (30) days' prior written notice to the Collateral Agent and after the Collateral Agent's written

acknowledgment, which acknowledgment shall not be unreasonably withheld or delayed, that any reasonable action requested by the Collateral Agent in connection therewith, including to continue the perfection of any Liens in favor of the Collateral Agent, on any Collateral, has been completed or taken, and provided that any such new location of any U.S. Loan Party or Domestic Subsidiary shall be in the continental United States and any such new location of any Canadian Loan Party or Canadian Subsidiary shall be in Canada.

7.14 Blocked Accounts; Credit Card Processors; Term Loan Priority Accounts. Open new Blocked Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Blocked Account Agreements consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent.

(b) Enter into new agreements with Credit Card Processors or Credit Card Issuers other than the ones expressly contemplated herein or in Section 6.13 hereof unless the Loan Parties shall have delivered to the Collateral Agent true and complete copies of such agreements and appropriate Credit Card Notifications consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent.

(c) Deposit, or cause to be deposited, any funds into any Term Loan Priority Account other than proceeds of the Term Priority Collateral (in all cases, subject to the Cash Management Order).

7.15 Consignments. Consign any Inventory or sell any Inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale.

7.16 Antilayering. The Loan Parties will not, and will not permit any of their Subsidiaries to, incur or in any fashion become or remain liable with respect to any Indebtedness of the Loan Parties or any Subsidiary which, by its terms, is subordinated to any other Indebtedness of such Loan Party or such Subsidiary and which is not expressly subordinated to the Obligations on terms satisfactory to the Administrative Agent.

7.17 Canadian Defined Benefit Plan. No Loan Party will sponsor, maintain, contribute to or otherwise incur liability under a Canadian Defined Benefit Plan.

7.18 Foreign Transfers. Permit the Loan Parties organized and located within the United States and Canada to make intercompany transfers outside the ordinary course of business to their Affiliates organized and located outside the United States or Canada. No Borrower Intellectual Property or Material Intellectual Property or any asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any intercompany transfer or other Disposition to a non-Loan Party without the prior written consent of the Administrative Agent.

7.19 Minimum Excess Availability. Permit Excess Availability at any time to be less than the greater of (a) 10.00% of the Global Line Cap and (b) $35,000,000.

7.20 Budget Variance.

(a) At all times following the entry of the Interim Order, permit (i) Actual Total Operating Receipts to be less than 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for such initial four-week cumulative period), (ii) Actual Operating

Disbursements to be greater than 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for such initial four-week cumulative period), or (iii) actual fees and expenses of the Case Professionals to be greater than 115% of the budgeted fees and expenses of the Case Professionals set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date.

(b) Each of the covenants set forth above in Section 7.20(a) shall be tested as of Saturday of each week, commencing with Saturday, November 28, 2026, (x) in the case of Section 7.20(a)(i) and 7.20(a)(ii), (A) with respect to such initial test date, for the initial four-week cumulative period then ended, and (B) with respect to each test date thereafter, for the Cumulative Three-Week Period then ended, and (y) in the case of Section 7.20(a)(iii), on a cumulative basis for the period from the Petition Date through such test date, in each case pursuant to the Approved Budget Variance Report delivered by the Lead Borrower to the Administrative Agent in accordance with Section 6.25.

(c) For the avoidance of doubt, (i) Lender Professional Fees shall be included in each Budget and Approved Budget, and the exclusion of Lender Professional Fees set forth in clause (a)(ii) of this Section 7.20 is solely for purposes of testing compliance with this Section 7.20, and (ii) nothing in this Section 7.20 shall limit or otherwise affect the obligation of the Loan Parties to pay Lender Professional Fees in accordance with the Loan Documents and the Orders.

7.21 Additional Bankruptcy Matters. The Loan Parties shall not, nor shall the Loan Parties seek, consent to, or otherwise permit any of their Subsidiaries to, do any of the following:

(a) assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agents or the Lenders or the prepetition secured parties;

(b) subject to the terms of the Interim Order, the Final Order, the Canadian Interim DIP Recognition Order, or the Canadian Final DIP Recognition, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred);

(c) except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with the prior consent of the Administrative Agent or (iii) as provided pursuant to any other order of the Bankruptcy Court or the Canadian Court acceptable to the Administrative Agent, make any payment or distribution on account of any Prepetition Senior Debt or any other Indebtedness arising prior to the Petition Date;

(d) use Cash Collateral (as defined in the Orders) of any Credit Party under Section 363 of the Bankruptcy Code other than as expressly provided for in the Interim Order or the Final Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(e) obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Orders or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) challenge the application of any payments authorized by the Interim Order pursuant to Section 506(b) of the Bankruptcy Code;

(g) propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Obligations and all Prepetition Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents unless consented to by the Agents;

(h) challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the Agents' post-petition Liens and claims;

(i) enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims under Section 546(c) of the Bankruptcy Code, or allow any creditor to take any setoff or recoupment against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code;

(j) seek, consent to or permit to exist any order which authorizes the return of any Loan Party's property pursuant to Section 546(h) of the Bankruptcy Code; or

(k) seek any order of the Bankruptcy Court or the Canadian Court authorizing any Loan Party to take any action that is prohibited by the terms of this Agreement or the other Loan Documents, or to refrain from taking any action that is required to be taken by the terms of this Agreement or the other Loan Documents.

ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrowers or any other Loan Party fails to pay when and as required to be paid herein, (i) any amount of principal of any Loan or any L/C Obligation, or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) any interest on any Loan or on any L/C Obligation, or any fee due hereunder, in each case, for three (3) Business Days, or (iii) any other amount payable hereunder or under any other Loan Document for three (3) Business Days, or (iv) to the extent within the sole control of the Loan Parties, any amount required to be applied to the Prepetition Obligations pursuant to this Agreement, when and as required hereby; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02, 6.03, 6.05, 6.07, 6.08(b), 6.10, 6.11, 6.12, 6.13, 6.14, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28 and 6.29 or Article VII of this Agreement or the Post-Closing Letter; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days; or

(d) [Reserved].

(e) Representations and Warranties in the Credit Agreement. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower

or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Certificate or Approved Budget Variance Report), or in completing any request for a Borrowing via the Portal, shall be incorrect or misleading in any material respect when made or deemed made (or, with respect to any representation, warranty, certification, or statement of fact qualified by materiality, incorrect or misleading in any respect); or

(f) Material Indebtedness; Swap Contracts. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or (B) fails to observe or perform any other agreement or condition relating to any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any post-petition or unstayed Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Loan Party or such Subsidiary as a result thereof is greater than $2,500,000; provided, that any Event of Default pursuant to this clause (f) shall continue until such time as the Administrative Agent (at the direction of the Required Lenders) shall have waived such Event of Default in writing, regardless of whether such failure has been remedied or waived by the holders of such Indebtedness; or

(g) [Reserved]; or

(h) [Reserved]; or

(i) Judgments. (i) There is entered against any Loan Party or any Subsidiary thereof after the Petition Date one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $2,500,000 (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) which become Liens or encumbrances upon any material portion of any Borrower's properties or assets, and all such judgments or orders shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof, or (ii) an action or proceeding is brought against any Borrower after the Petition Date which is reasonably likely to be decided adversely to such Borrower, and such adverse decision would materially impair the prospect of repayment of the

Obligations or materially impair the value or priority of the Credit Parties' security interests in the Collateral; or

(j) Liens. A notice of Lien, levy, or assessment is filed of record with respect to any of any Loan Party's properties or assets by the United States Government, the Government of Canada, or any department, agency, or instrumentality thereof, or by any state, province, county, municipal, or governmental agency, or any taxes or debts owing at any time hereafter to any one or more of such entities becomes a Lien, whether choate or otherwise, upon any of any Loan Party's properties or assets and the same is not paid on the payment date thereof; or

(k) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of $2,500,000 or which would reasonably likely result in a Material Adverse Effect, or (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $50,000 or which would reasonably likely result in a Material Adverse Effect; or

(l) Invalidity of Loan Documents or Prepetition Loan Documents. (i) Any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations and/or Prepetition Obligations, as applicable, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or purports to revoke, terminate or rescind any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement or the Prepetition Credit Agreement; or (ii) any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the Orders, the Canadian Recognition Orders or applicable Security Document under this Agreement; or (iii) any Lien with respect to the Prepetition Credit Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any "Prepetition Collateral" (as defined in the Order); or

(m) Change of Control. There occurs any Change of Control; or

(n) [Reserved]; or

(o) Loss of Collateral or Material Intellectual Property. There occurs (i) any uninsured loss to any material portion of the Collateral, or (ii) other than pursuant to Section 6.06, any loss or material impairment of continuing efficacy or utility in respect of any Material Intellectual Property; or

(p) Indictment. The indictment or institution of any legal process or proceeding against, any Loan Party or any Subsidiary thereof, under any federal, state, provincial, municipal, and other criminal statute, rule, regulation, order, or other requirement having the force of law for a felony; or

(q) Guaranty. The termination or attempted termination of any Facility Guaranty or any "Facility Guaranty" as defined in the Prepetition Credit Agreement (other than as expressly permitted hereunder or thereunder); or

(r) [Reserved]; or

(s) Subordination; Intercreditor. (i) Any subordination agreement entered into by any Agent in accordance with the terms hereof (including, without limitation, the Mithaq Subordination Agreement and Hong Kong Subordination Agreement), or any provision thereof, or any subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; (ii) any Borrower or any other Loan Party shall, directly or indirectly, (A) make any payment on account of any Subordinated Indebtedness that has been contractually subordinated in right of payment to the payment of the Obligations, except to the extent that such payment is permitted by the terms of the Subordination Provisions applicable to such Subordinated Indebtedness or (B) disavow or contest in any manner (x) the effectiveness, validity or enforceability of any of the Subordination Provisions or the Intercreditor Provisions (as defined below), (y) that the Subordination Provisions and the Intercreditor Provisions exist for the benefit of the Credit Parties, or (z) that all payments of principal of or premium and interest on the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions or the Intercreditor Provisions, as applicable; (iii) any intercreditor agreement entered into by the Agents in accordance with the terms hereof (including, without limitation, the Intercreditor Agreement), or any provision thereof (the "Intercreditor Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid and binding on, or enforceable against, any Loan Party, the Term Agent or any holder of the Indebtedness (other than the Obligations), as applicable, that is the subject of such intercreditor agreement, or any agent (including the Term Agent) for any such holder (or any Loan Party, any such holder or any such agent (including the Term Agent) shall so state in writing); or (iv) any provision of any such intercreditor agreement (including, without limitation, the Intercreditor Agreement) shall, at any time after the delivery of such intercreditor agreement, fail to be legally valid, binding or enforceable; or

(t) Certain Bankruptcy Events. Any of the following shall occur:

(i) the entry of an order dismissing any of the Cases or the Recognition Proceedings or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code, or the commencement of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the CCAA (other than the Recognition Proceedings) in respect of any Canadian Loan Party, or any Loan Party files a motion or other pleading seeking entry of such an order or supports or fails to timely oppose such dismissal or conversion, in each case, without the consent of the Administrative Agent;

(ii) a trustee under Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers under Section 1104(b) of the Bankruptcy Code shall be appointed in any of the Cases and the order appointing such trustee or examiner shall not be reversed or

vacated within thirty (30) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order), unless consented to by the Administrative Agent;

(iii) the entry of an order in any of the Cases or in the Recognition Proceedings denying or terminating the use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code) by the Loan Parties;

(iv) (A) any Loan Party or any of its Subsidiaries shall file any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, that does not propose to indefeasibly repay in full in cash the Obligations and the Prepetition Obligations on the effective date of such plan without the prior written consent of the Administrative Agent, or (B) any Loan Party or any of its Subsidiaries shall seek, support, or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order;

(v) any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, with any Loan Party's or any Subsidiary's consent, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders relating to the DIP Facility;

(vi) any Loan Party files a motion seeking the appointment of a trustee under Chapter 11 of the Bankruptcy Code, an examiner with enlarged powers or a receiver in any of the Cases;

(vii) the entry of an order in any of the Cases confirming a plan of reorganization or liquidation that does not provide for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations on the effective date thereof, unless otherwise consented to in writing by the Administrative Agent; or

(viii) any Loan Party files a motion with the Bankruptcy Court or the Canadian Court seeking authority to sell all or substantially all of its assets without the prior written consent of the Administrative Agent, unless such sale would result in the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations upon the consummation thereof; or

(u) Superpriority Claims; Liens. The existence of any claims or charges, or the entry of any order of the Bankruptcy Court or the Canadian Court authorizing (i) any claims or charges, other than in respect of the DIP Facility and the Carve Out or the CCAA Priority Charges or as otherwise permitted under the Loan Documents or the Orders or the Canadian Recognition Orders, entitled to superpriority administrative expense claim status in any of the Cases pursuant to Section 364(c)(1) of the Bankruptcy Code that are pari passu with or senior to the claims or security of the Agents and the Lenders under the DIP Facility, or there shall arise or be granted by the Bankruptcy Court any claim having priority over any or all administrative expenses of the kind specified in Section 503(b) or Section 507(b) of the Bankruptcy Code (other than the Carve Out), or (ii) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein other than the Carve Out or the CCAA Priority Charges, except, in each case, as expressly provided in the Loan Documents, in the Orders or the Canadian Recognition Orders then in effect (but only in the event specifically consented to by the Administrative Agent); or

(v) Relief from Stay. The Bankruptcy Court or the Canadian Court shall enter an order or orders granting relief from any stay of proceeding (including the automatic stay applicable under Section 362 of the Bankruptcy Code) to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) or the appointment of a receiver, on any assets of any of the Loan Parties which have a value in excess of $500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect; or

(w) Orders. Any of the following shall occur:

(i) the entry of an order of the Bankruptcy Court staying, reversing or vacating the Interim Order, the Final Order or the Cash Management Order, or modifying or amending the Interim Order, the Final Order or the Cash Management Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(ii) the entry of an order of the Canadian Court staying, reversing or vacating the Canadian Initial Recognition Order, the Canadian Interim DIP Recognition Order, the Canadian Supplemental Order or the Canadian Final DIP Recognition Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(iii) the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date) or the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order shall cease to create a valid and perfected Lien on any Collateral or to be in full force and effect, or shall have been reversed, modified, amended, stayed, vacated, or subject to a stay pending appeal (in the case of a modification or amendment, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders));

(iv) any of the Loan Parties shall fail to comply with any provision of the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date), or the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order in any respect; or

(v) an order shall be entered in the Cases charging any of the Collateral (as defined herein or in the Prepetition Credit Agreement) under Section 506(c) of the Bankruptcy Code against the Credit Parties or the "Credit Parties" under (and as defined in) the Prepetition Credit Agreement;

(vi) the Final Order Entry Date shall not have occurred prior to the expiration of the Interim Order;

(vii) the Canadian Interim Order Date or the Canadian Final Order Date shall not have occurred by the times prescribed in Schedule 6.23;

(x) Milestones. The Loan Parties shall fail to satisfy any of the Milestones in accordance with Section 6.23; or

(y) Challenges. Any Loan Party or any Subsidiary thereof shall obtain court authorization to commence, or shall commence, join in, assist or otherwise consent or participate as an adverse party in any suit or other proceeding seeking, or otherwise consenting to, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations or any other rights granted to the Agents and the Lenders in the Orders or this Agreement; or

(z) Adequate Protection. Without the consent of the Administrative Agent, the payment of, or the granting of adequate protection with respect to, the Term Obligations, other than to the extent permitted by, and in a manner consistent with, the Intercreditor Agreement and the Orders, as approved by the Bankruptcy Court; or

(aa) Other Financing; Use of Cash Collateral. Without the Administrative Agent's consent, the entry of any order by the Bankruptcy Court granting, or the filing by any Loan Party or any of its Subsidiaries of any motion or other request with the Bankruptcy Court (in each case, other than the Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under Section 364 of the Bankruptcy Code other than the DIP Facility, unless such motion or order contemplates payment in full in cash of the Obligations immediately upon consummation of the transactions contemplated thereby; or

(bb) Injunction. Any Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of the business affairs of the Loan Parties and their Subsidiaries, taken as a whole, which could reasonably be expected to have a Material Adverse Effect; provided that the Loan Parties shall have five (5) Business Days after the entry of such an order to obtain a court order vacating, staying or otherwise obtaining relief from the Bankruptcy Court or another court to address any such court order; or

(cc) Payment of Prepetition Senior Debt. The payment by any Loan Party of any Prepetition Senior Debt other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court or the Canadian Court on or prior to the Closing Date, (ii) as permitted by any other order of the Bankruptcy Court or the Canadian Court in amounts reasonably satisfactory to the Administrative Agent, in each case of clauses (i) and (ii), consistent with the Approved Budget (subject to the Permitted Variance), or (iii) payments of the Prepetition Obligations in accordance with Section 2.05(i) and the Orders or the Canadian Recognition Orders; or

(dd) Permitted Sale and Specified Store Closing Sales. Any Loan Party shall (i) fail to comply with the terms of (a) the Purchase Agreement for the Permitted Sale or (b) the Specified Liquidation Agreement for the Specified Store Closing Sales or, in each case, any of the documents or agreements executed in connection therewith in any material respect, (ii) fail to consummate (a) the Permitted Sale in accordance with the terms of the Purchase Agreement or (b) the Specified Store Closing Sales in accordance with the terms of the Specified Liquidation Agreement (in each case of clauses (i) and (ii) without any waiver or amendment to the Purchase Agreement or the Specified Liquidation Agreement, as applicable, unless such waiver or amendment is made with the written consent of the Administrative Agent or in accordance with Section 7.12), or (iii) take any action to terminate (a) the Purchase Agreement with respect to the Permitted Sale or (b) the Specified Liquidation Agreement with respect to all or any of the Store locations subject thereto, without the written consent of the Administrative Agent or in accordance with Section 7.12; or

(ee) Support of Certain Actions. Any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in clauses (u) through (x) (inclusive) of this Section 8.01, or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal.

8.02 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Administrative Agent may, or, at the request of the Required Lenders shall, in each case, subject to the final paragraph of this Section 8.02, take any or all of the following actions:

(i) declare the commitment of each Revolving Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(iii) require that the Loan Parties Cash Collateralize the L/C Obligations (and the Loan Parties agree that, upon receipt of such notice, they will Cash Collateralize the L/C Obligations) to be held as security for the Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit; and

(iv) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, may (and at the direction of the Required Lenders, shall) proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

Each of the Lenders agrees that it shall not, unless specifically requested to do so in writing by the Administrative Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, or other rights to, any of the Collateral.

Notwithstanding anything to the contrary herein or in any other Loan Document, the rights of the Agents and the other Credit Parties to exercise rights and remedies hereunder and under the other Loan Documents, and the rights of the Loan Parties with respect thereto, shall be subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to the Collateral of the Canadian Loan Parties or Collateral

otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order). Without limiting the foregoing, the Administrative Agent may deliver an ABL Termination Declaration and a Carve Out Trigger Notice in accordance with, and subject to, the Orders, and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), and the Loan Parties acknowledge that the Remedies Notice Period shall commence upon delivery of an ABL Termination Declaration.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations or on account of any Collateral shall be applied by the Administrative Agent in the following order:

First, subject to the terms of the Orders and the Canadian Recognition Orders, to payment of all outstanding Prepetition Obligations;

Second, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Third, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Revolving Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Revolving Lenders and the L/C Issuer and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Third payable to them;

Fourth, to the extent not previously reimbursed by the Revolving Lenders, to payment to the Revolving Lenders of that portion of the Obligations constituting principal and accrued and unpaid interest on any Permitted Overadvances, ratably among the Revolving Lenders in proportion to the amounts described in this clause Fourth payable to them;

Fifth, to the extent that Swing Line Loans have not been refinanced by a Committed Loan, payment to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Sixth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Committed Loans and other Obligations, and fees (including Letter of Credit Fees and Commitment Fees), ratably among the Revolving Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Sixth payable to them;

Seventh, to the extent that Swing Line Loans have not been refinanced by a Committed Loan, to payment to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Eighth, to payment of that portion of the Obligations constituting unpaid principal of the Committed Loans, ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Eighth held by them;

Ninth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Tenth, to payment of all other Obligations (including, without limitation, the cash collateralization of unliquidated indemnification obligations as provided in Section 10.04, but excluding any Other Liabilities), ratably among the Credit Parties in proportion to the respective amounts described in this clause Tenth held by them;

Eleventh, to payment of that portion of the Obligations arising from Cash Management Services to the extent secured under the Security Documents, ratably among the Credit Parties in proportion to the respective amounts described in this clause Eleventh held by them;

Twelfth, to payment of all other Obligations arising from Bank Products to the extent secured under the Security Documents, ratably among the Credit Parties in proportion to the respective amounts described in this clause Twelfth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.

Subject to Section 2.03(k), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Ninth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE IX.
ADMINISTRATIVE AND COLLATERAL AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders (in its capacities as a Lender), Swing Line Lender and the L/C Issuer hereby irrevocably appoints Wells Fargo Bank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

(b) Each of the Lenders (in its capacities as a Lender), Swing Line Lender and the L/C Issuer hereby irrevocably appoints Wells Fargo Bank as Collateral Agent and authorizes the Collateral Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent, as "collateral agent" and any co-agents, sub-

agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(b)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents, as if set forth in full herein with respect thereto.

(c) [Reserved].

(d) In addition, and without limiting any of the foregoing, each of the Credit Parties hereby irrevocably appoints and authorizes the Collateral Agent, for the purposes of holding any hypothec granted pursuant to the laws of the Province of Quebec, and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for the Credit Parties, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec as security for any of the Obligations, and to exercise such powers and duties that are conferred upon the Collateral Agent in its capacity as hypothecary representative under any related deed of hypothec. The Collateral Agent in its capacity as hypothecary representative shall have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Collateral Agent pursuant to any such deed of hypothec and applicable Law. Any Person who becomes a Credit Party shall be deemed to have consented to and confirmed the Collateral Agent as the Person acting as hypothecary representative for the Credit Parties holding the aforesaid hypothecs as aforesaid and to have ratified all actions taken by the Collateral Agent in such capacity. The Collateral Agent acting in its capacity as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. The substitution of the Collateral Agent pursuant to the provisions of this Article IX also constitute the substitution of the Collateral Agent as hypothecary representative as aforesaid. Each such successor Collateral Agent appointed in accordance with the terms of this Agreement shall automatically (and without any further formality or action) become the successor hypothecary representative for the purposes of each deed of hypothec that was executed prior to the time of the appointment of such successor Collateral Agent.

9.02 Rights as a Lender. The Persons serving as the Agents hereunder shall have the same rights and powers in their capacity as a Lender as any other Lender and may exercise the same as though they were not the Administrative Agent or the Collateral Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that any Agent is required to exercise as directed in writing by the Required Lenders or the Required Supermajority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that no Agent shall be required to take any action that, in its respective opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of its respective Affiliates in any capacity; and

(d) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender or any L/C Issuer, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, the Collateral Agent or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent or the Collateral Agent herein.

No Agent shall be liable for any action taken or not taken by it (i) with the Consent or at the request of the Required Lenders or the Required Supermajority Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default is given to such Agent by the Loan Parties, a Lender or the L/C Issuer. Upon the occurrence of a Default, the Agents shall take such action with respect to such Default as shall be reasonably directed by the Required Lenders. Unless and until an Agent shall have received such direction, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall any Agent be required to comply with any such directions to the extent that such Agent believes that its compliance with such directions would be unlawful.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents . Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, any electronic message, Internet or intranet website posting or other

distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received written notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. Each Agent may consult with legal counsel (who may be counsel for any Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

9.06 Resignation of Agents. Either Agent may at any time give written notice of its resignation to the Lenders, the L/C Issuer and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative Agent or the Collateral Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Administrative Agent or Collateral Agent, as applicable, hereunder.

Any resignation by Wells Fargo Bank as Administrative Agent pursuant to this Section shall also constitute the resignation of Wells Fargo Bank as Swing Line Lender and L/C Issuer. Upon the acceptance

of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer expressly acknowledges that no Agent has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent to any Lender or each L/C Issuer as to any matter, including whether any Agent has disclosed material information in its (or its Related Parties') possession. Each Lender and each L/C Issuer represents to each Agent that it has, independently and without reliance upon any Agent, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers hereunder. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Except as provided in Section 9.11, no Agent shall have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of any Agent. Each Lender and each L/C Issuer represents and warrants that (a) the Loan Documents set forth the terms of a commercial lending facility and (b) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or L/C Issuer for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing. Each Lender and each L/C Issuer represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such L/C Issuer, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

9.08 Administrative Agent May File Proofs of Claim. The Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer, the Administrative Agent and the other Credit Parties

(including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer, the Administrative Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer, the Administrative Agent and such Credit Parties under Sections 2.03(l), 2.03(m), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, assignee, trustee, monitor, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer or to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

9.09 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Revolving Commitments and payment in full of all Prepetition Obligations and all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the expiration, termination or Cash Collateralization of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document (and, to the extent required, approved by the Bankruptcy Court) or, with respect to Term Priority Collateral, as to which the Agents are required to release such Lien pursuant to the Intercreditor Agreement, or (iii) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances;

(c) to subordinate any Lien on Term Priority Collateral to the Term Agent, in accordance with the Intercreditor Agreement; and

(d) to release any Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; provided that, if such Person is, or continues to be, an obligor with respect to the Term Obligations (whether as a borrower or a guarantor thereunder), the Agents shall not release any such Person from its obligations under the Facility Guaranty unless and until such Person is no longer an obligor with respect to the Term Obligations.

Upon request by any Agent at any time, the Required Lenders will confirm in writing such Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.09. In each case as specified in this Section 9.09, the Agents will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.09.

Notwithstanding the provisions of this Section 9.09, the Collateral Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards.

Notwithstanding anything to the contrary, the Agents shall not be obligated to release their Liens on any Collateral until Net Proceeds of such Collateral have been received as required by this Agreement.

9.10 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 10.06.

9.11 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) agrees to furnish the Administrative Agent on the first day of each month (or more frequently as the Administrative Agent may reasonably request) with a summary of all Other Liabilities due or to become due to such Lender. In connection with any distributions to be made hereunder, the Administrative Agent shall be entitled to assume that no amounts are due to any Lender on account of Other Liabilities unless the Administrative Agent has received written notice thereof from such Lender;

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all financial statements, Borrowing Base Certificates required to be delivered by the Lead Borrower hereunder and all commercial finance examinations and appraisals of the Collateral received by the Agents (collectively, the "Reports");

(c) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 10.07 hereof; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender

may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable Law of the United States or Canada can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. Without limiting the obligations of the Loan Parties hereunder, the Lenders hereby agree to indemnify the Agents, the L/C Issuer and any Related Party, as the case may be, ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent, the L/C Issuer and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent, the L/C Issuer and their Related Parties in connection therewith; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from any Agent's, the L/C Issuer's and their Related Parties' gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.14 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.15 Defaulting Lenders.

(a) Notwithstanding the provisions of Section 2.14 hereof, the Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by the Borrowers to the Administrative Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments (i) first, to the Swing Line Lender to the extent of any Swing Line Loans that were made by the Swing Line Lender and that were required to be, but were not, paid by the Defaulting Lender, (ii) second, to the L/C Issuer, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (iii) third, to each Non-Defaulting Lender ratably in accordance with its Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Loan (or other funding obligation) was funded by such Non-Defaulting Lender), (iv) fourth, to the Cash Collateral Account, the proceeds of which shall be retained by the Administrative Agent and may be made available to be re-advanced to or for the benefit of the Borrowers (upon the request of the Lead Borrower and subject to the conditions set forth in Section 4.02) as if such Defaulting Lender had made its portion of the Loans (or other funding obligations) hereunder, and (v) fifth, from and after the date on which all other Obligations have been paid in

full, to such Defaulting Lender. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Applicable Percentages in connection therewith) and for the purpose of calculating the fee payable under Section 2.09(a), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Section 10.01(a) through (c). The provisions of this Section 9.15 shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, the Administrative Agent, the L/C Issuer, and the Borrowers shall have waived, in writing, the application of this Section 9.15 to such Defaulting Lender, or (z) the date on which such Defaulting Lender pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by the Administrative Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by the Administrative Agent pursuant to Section 9.15(a) shall be released to the Borrowers). The operation of this Section 9.15 shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to the Administrative Agent, the L/C Issuer, the Swing Line Lender, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers, at their option, upon written notice to the Administrative Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to the Administrative Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Assumption in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than any Other Liabilities, but including (1) all interest, fees (except any Commitment Fees or Letter of Credit Fees not due to such Defaulting Lender in accordance with the terms of this Agreement), and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Applicable Percentage of its participation in the Letters of Credit); provided, that any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Credit Parties' or the Loan Parties' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 9.15 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 9.15 shall control and govern.

(b) If any Swing Line Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(i) such Defaulting Lender's participation interest in any Swing Line Loan or Letter of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all Non-Defaulting Lenders' Credit Extensions after giving effect to such reallocation does not

exceed the total of all Non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.02 are satisfied at such time;

(ii) if the reallocation described in clause (a)(i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Defaulting Lender's participation in any outstanding Swing Line Loans (after giving effect to any partial reallocation pursuant to clause (a)(i) above) and (y) second, cash collateralize such Defaulting Lender's participation in Letters of Credit (after giving effect to any partial reallocation pursuant to clause (a)(i) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Administrative Agent, for so long as such L/C Obligations are outstanding; provided, that the Borrowers shall not be obligated to cash collateralize any Defaulting Lender's participations in Letters of Credit if such Defaulting Lender is also the L/C Issuer;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's participation in Letters of Credit pursuant to this Section 9.15(a), the Borrowers shall not be required to pay any Letter of Credit Fees to the Administrative Agent for the account of such Defaulting Lender pursuant to Section 2.03 with respect to such cash collateralized portion of such Defaulting Lender's participation in Letters of Credit during the period such participation is cash collateralized;

(iv) to the extent the participation by any Non-Defaulting Lender in the Letters of Credit is reallocated pursuant to this Section 9.15(a), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.03 shall be adjusted in accordance with such reallocation;

(v) to the extent any Defaulting Lender's participation in Letters of Credit is neither cash collateralized nor reallocated pursuant to this Section 9.15(a), then, without prejudice to any rights or remedies of the L/C Issuer or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.03 with respect to such portion of such participation shall instead be payable to the L/C Issuer until such portion of such Defaulting Lender's participation is cash collateralized or reallocated;

(vi) so long as any Lender is a Defaulting Lender, the Swing Line Lender shall not be required to make any Swing Line Loan and the L/C Issuer shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Applicable Percentage of such Swing Line Loans or Letter of Credit cannot be reallocated pursuant to this Section 9.15(a) or (y) the Swing Line Lender or the L/C Issuer, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Line Lender or the L/C Issuer, as applicable, and the Borrowers to eliminate the Swing Line Lender's or L/C Issuer's risk with respect to the Defaulting Lender's participation in Swing Line Loans or Letters of Credit; and

(vii) The Administrative Agent may release any cash collateral provided by the Borrowers pursuant to this Section 9.15(a) to the L/C Issuer and the L/C Issuer may apply any such cash collateral (i) to the payment of such Defaulting Lender's Applicable Percentage of any Letter of Credit Disbursement that is not reimbursed by the Borrowers pursuant to Section 2.03 or (ii) to the funding of such Defaulting Lender's Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d), as

applicable. Subject to Section 10.24, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

9.16 Providers. Each provider of Bank Products or Cash Management Services (each, a "Provider") in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom the Agents are acting. Each Agent hereby agrees to act as agent for such Providers and, by virtue of entering into an agreement in respect of Bank Products or Cash Management Services (each, a "Specified Agreement"), the applicable Provider automatically shall be deemed to have appointed each Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Provider under the Loan Documents consist exclusively of such Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to the Collateral Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Provider, by virtue of entering into a Specified Agreement, automatically shall be deemed to have agreed that the Administrative Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release Bank Products Reserves and reserves in respect of Cash Management Services and that if reserves are established there is no obligation on the part of any Agent to determine or insure whether the amount of any such reserve is appropriate or not. The Administrative Agent shall have no obligation to calculate the amount due and payable with respect to any Other Liabilities, but may rely upon a written notice from the applicable Provider provided pursuant to Section 9.11(a). In the absence of an updated written notice, the Administrative Agent shall be entitled to assume that the amount due and payable to the applicable Provider is the amount last certified to the Administrative Agent by such Provider as being due and payable (less any distributions made to such Provider on account thereof). The Borrowers may obtain Bank Products or Cash Management Services from any Provider, although Borrowers are not required to do so. Each Borrower acknowledges and agrees that no Provider has committed to provide any Bank Products or Cash Management Services and that any provision of any Bank Products or Cash Management Services by any Provider is in the sole and absolute discretion of such Provider.

9.17 Erroneous Payments.

(a) Each Lender, each L/C Issuer, each other Credit Party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or L/C Issuer or any other Credit Party (or any Affiliate of a Credit Party) or any other Person that the Administrative Agent has determined in its sole discretion that any funds received by such Lender, L/C Issuer, other Credit Party or other Person (each such recipient, a "Payment Recipient") from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 9.17(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an

"Erroneous Payment") then such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section 9.17 shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, with respect to any Payment Recipient who received such funds on its behalf shall cause such Payment Recipient to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any Lender or L/C Issuer that is a Payment Recipient (such unrecovered amount as to such Lender or L/C Issuer, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Payment Recipient (i) such Payment Recipient shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's Affiliate, in a principal amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest, without further consent or approval of any party hereto. Without any further payment by the Administrative Agent or its Affiliate as the assignee of such Erroneous Payment Deficiency Assignment, the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. As to any Erroneous Payment Deficiency Assignment, the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 10.06. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or L/C Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous

Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Payment Recipient with respect to such amount, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by any Loan Party, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent pursuant to this Section 9.17 or under the indemnification provisions of this Agreement.

(g) Each party's obligations under this Section 9.17 shall survive the resignation of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Aggregate Revolving Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

9.18 [Reserved].

9.19 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of any Lead Arranger, Bookrunner or Syndication Agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity as a Lender hereunder or, to the extent so appointed in accordance with the terms hereof, an Agent or an L/C Issuer hereunder.

ARTICLE X.
MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no Consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Administrative Agent, with the Consent of the Required Lenders, and the Lead Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or Consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written Consent of such Lender;

(b) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for (i) any scheduled payment (including the Maturity Date) or mandatory prepayment of principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written Consent of such Lender entitled to such payment, or (ii) any scheduled or mandatory reduction or termination of the Aggregate Revolving Commitments, U.S. Revolving Commitments or Canadian Revolving Commitments hereunder or under any other Loan Document without the written Consent of such Lender;

(c) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan held by such Lender, or (subject to clause (v) of the second proviso to this Section 10.01)

any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written Consent of each Lender entitled to such amount; provided, however, that only the Consent of the Required Lenders, in the case of amounts owing in respect of Revolving Credit Extensions, shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest or Letter of Credit Fees at the Default Rate;

(d) as to any Lender, change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written Consent of such Lender;

(e) change any provision of this Section or the definitions of "Required Lenders", "Required Supermajority Lenders", or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written Consent of each Lender;

(f) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written Consent of each Lender;

(g) increase the Aggregate Revolving Commitments without the written Consent of each Lender;

(h) except for Permitted Dispositions, release all or substantially all of the Collateral from the Liens of the Security Documents without the written Consent of each Lender;

(i) change the definition of the terms "Aggregate Revolving Borrowing Base", "Borrowing Base", "Canadian Revolving Borrowing Base", "U.S. Revolving Borrowing Base", "Term Aggregate Borrowing Base" or "Term Borrowing Base", or any component definition of any of the foregoing if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written Consent of the Required Supermajority Lenders, provided that the foregoing shall not (i) limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves, or (ii) prevent the Administrative Agent from restoring any component of the Aggregate Revolving Borrowing Base, the Borrowing Base, the Canadian Revolving Borrowing Base, the U.S. Revolving Borrowing Base and/or the Term Borrowing Base which had been lowered by the Administrative Agent back to the value of such component as stated in this Agreement or to an intermediate value;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period which a Permitted Overadvance may remain outstanding without the written Consent of the Required Supermajority Lenders;

(k) except as expressly permitted herein or in any other Loan Document, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written Consent of each Lender;

and, provided further, that notwithstanding anything to the contrary, (i) no amendment, waiver or Consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or Consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or Consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of

the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or Consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; (v) the Fee Letters and the L/C Fee Letter may be amended or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (vi) no Consent is required to effect any amendment or supplement to the Intercreditor Agreement; and (vii) any amendment contemplated by Section 2.10(b) or Section 3.03 in connection with the use or administration of Term SOFR, Term CORRA or a Benchmark Transition Event shall be effective as contemplated by such Section 2.10(b) or Section 3.03. For the avoidance of doubt, the Administrative Agent shall be permitted to modify the amount of any of the Reserves based upon mathematical calculations without the consent of any Person.

Notwithstanding anything to the contrary herein, (i) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or Consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender, and (ii) no provider or holder of any Bank Products or Cash Management Services shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or any Loan Party.

If any Lender (other than Wells Fargo Bank) does not Consent (a "Non-Consenting Lender") to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the Consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Loan Parties, the Agents, the L/C Issuer or the Swing Line Lender, to the address, telecopier number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number or electronic mail address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Loan Parties, the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic

communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall any Agent or any of their respective Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Loan Parties' or any Agent's transmission of Borrower Materials or any other communications through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Loan Parties, the Agents, the L/C Issuer and the Swing Line Lender may change its address or telecopier for notices and other communications hereunder, or, solely with respect to communications, may change its telephone number, by notice to the other parties hereto. Each other Lender may change its address or telecopier number for notices and other communications hereunder by notice to the Lead Borrower, the Agents, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Agents, L/C Issuer and Lenders. The Agents, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, all Requests for Credit Extensions) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agents, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Loan Parties (including, without limitation, pursuant to any Requests for Credit Extensions). All telephonic notices to and other telephonic communications with the Agents may be recorded by the Agents and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Credit Party may have had notice or knowledge of such Default at the time.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agents (and any sub-agent thereof), each other Credit Party, each Lender Group Consultant and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any of their respective sub-agents) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), any bank advising or confirming a Letter of Credit or any other nominated person with respect to a Letter of Credit seeking to be reimbursed or indemnified or compensated, and any third party seeking to enforce the rights of a Borrower, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds, or holder of an instrument or document related to any Letter of Credit, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party to, a Blocked Account Bank or other Person which has entered into a control agreement with any Credit Party hereunder, or (v) any actual or prospective claim, litigation, investigation or proceeding

relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties' directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties or (y) result from a claim brought by a Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrowers or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. Without limiting their obligations under Section 9.13 hereof, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it, each Lender severally agrees to pay to the Agents (and any sub-agents thereof), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub-agents thereof) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Agents (or any such sub-agents thereof) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent and the L/C Issuer, the assignment of any Commitment or Loan by any Lender, the replacement of any Lender, the termination of the Aggregate Revolving Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set

aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Agents upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agents, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written Consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations and Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate or branch of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $2,000,000 unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee

(or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitments assigned, except that this clause (ii) shall not apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans;

(iii) Required Consents. The following consents shall be required for the assignments described below in this Section 10.06(b)(iii):

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (3) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless (1) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the assignment of any Commitment;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $5,000; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(v) Proportional Assignments. In the case of an assignment or transfer by a U.S. Revolving Lender of its U.S. Revolving Commitment (or portion thereof) there is a corresponding assignment or transfer by the related Canadian Revolving Lender (which may, in certain circumstances, be the same institution) to the relevant assignee (or Affiliate or branch thereof, or which may, in certain circumstances, be the same institution) of an amount which bears the same proportion to the related Canadian Revolving Commitment as the amount assigned or transferred by the U.S. Revolving Lender bears to the U.S.

Revolving Lender's U.S. Revolving Commitment, and vice versa in the case of an assignment or transfer by a Canadian Revolving Lender.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, with the written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and, unless an Event of Default has occurred and is continuing, the Lead Borrower (such consent not to be unreasonably withheld or delayed), sell participations to any Person (other than a natural person or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Loan Parties, the Agents, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest

by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Commitments and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments or Loans) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 3.01 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time any Revolving Lender acting as L/C Issuer and/or Swing Line Lender assigns all of its Revolving Commitment and Committed Loans pursuant to subsection (b) above, (i) such Revolving Lender shall, upon 30 days' notice to the Lead Borrower and the Revolving Lenders, resign as L/C Issuer, if applicable, and/or (ii) such Revolving Lender shall, upon 30 days' notice to the Lead Borrower, resign as Swing Line Lender, if applicable. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Lead Borrower shall be entitled to appoint from among the Revolving Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Lead Borrower

to appoint any such successor shall affect the resignation of such Revolving Lender as L/C Issuer and/or Swing Line Lender, as the case may be. If any Revolving Lender resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Revolving Lenders to make Base Rate Loans pursuant to Section 2.03(e)). If any Revolving Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Revolving Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning L/C Issuer to effectively assume the obligations of the resigning L/C Issuer with respect to such Letters of Credit.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors, funding sources, attorneys and representatives (including, without limitation, any Lender Group Consultant) in connection with, or as a result of, the performance by such Credit Party or its Affiliates of their respective obligations under this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any sub-agents thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (including disclosure to the Bankruptcy Court or the Canadian Court in connection with the approval of the transactions contemplated hereby or otherwise in connection with the Cases), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff. Subject to the Orders (including the Remedies Notice Period) and the provisions thereof and, in the case of any Canadian Loan Party, the Canadian Recognition Orders, if an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent or the Required Lenders, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer (through the Administrative Agent) agrees to notify the Lead Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation.

(a) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

(b) In no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code (Canada), as the same shall be amended, replaced or re-enacted from time to time (the "Criminal Code Section")) payable (whether by way of payment, collection or demand) by any Loan Party to the Administrative Agent or the Lenders under this Agreement or any other Loan Document exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) under this Agreement or such other Loan Document lawfully permitted under that section and, if any payment, collection or demand pursuant to this Agreement or any other Loan Document in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by the mutual mistake of the Administrative Agent, the Lenders and such Loan Party, with such "interest" deemed

to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by the Criminal Code Section, to result in a receipt by the Administrative Agent and the Lenders of interest at a rate not in contravention of the Criminal Code Section, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amounts or rates of interest required to be paid to the Administrative Agent and the Lenders; and then, by reducing any fees, charges, commissions, premiums, expenses and other amounts required to be paid to the Administrative Agent or the Lenders which would constitute "interest" under the Criminal Code Section. Notwithstanding the foregoing, and after giving effect to all such adjustments, if the Administrative Agent or the Lenders shall have received an amount in excess of the maximum permitted by the Criminal Code Section, then the applicable Canadian Loan Party shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Administrative Agent and the Lenders in an amount equal to such excess.

(c) Any provision of this Agreement or any other Loan Document that would oblige any Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property, in each case, in Canada, that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Loan Party, who shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Execution of any such counterpart may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to the Administrative Agent under this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis.*

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.05 and Article IX shall survive and remain in full force and effect regardless of the repayment of the Obligations, the expiration or termination of the

Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agents may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to the Other Liabilities, and (z) any Obligations that may thereafter arise under Section 10.04.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender or a Non-Consenting Lender (other than Wells Fargo Bank), then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. NOTWITHSTANDING THE FOREGOING, SOLELY FOR PURPOSES OF SECTION 6.07(j) AND ANY RELATED STATE

NOTICE REQUIREMENTS, THE PARTIES HERETO AGREE: (I) FOR REAL PROPERTY COLLATERAL (INCLUSIVE OF ANY FIXTURES), THE LAWS OF THE STATE WHERE THE REAL PROPERTY COLLATERAL IS LOCATED SHALL APPLY; AND (II) FOR ALL COLLATERAL OTHER THAN REAL PROPERTY COLLATERAL, THE LAWS OF THE STATE OF ORGANIZATION OF THE LEAD BORROWER SHALL APPLY.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR, TO THE EXTENT PROVIDED ABOVE, IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION; PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE CANADIAN COURT.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) ACTIONS COMMENCED BY LOAN PARTIES. EACH LOAN PARTY AGREES THAT ANY ACTION COMMENCED BY ANY LOAN PARTY ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS

AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT SOLELY IN THE BANKRUPTCY COURT OR, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, IN A COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR ANY FEDERAL COURT SITTING THEREIN OR, SOLELY WITH RESPECT TO THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN, THE CANADIAN COURT, AS THE ADMINISTRATIVE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 Patriot Act and Canadian AML Legislation Notice. Each Lender that is subject to the requirements of the Patriot Act and/or the Canadian AML Legislation hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act and/or the Canadian AML Legislation, as applicable, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act and/or the Canadian AML Legislation, as applicable. In addition, each Agent and each Lender shall have the right to periodically conduct due diligence (including, without limitation, in respect of information and documentation as may reasonably be requested by such Agent or such Lender from time to time for purposes of compliance by such Agent or such Lender with applicable Laws (including, without limitation, the Patriot Act, the Canadian AML Legislation and other "know your customer" and Anti-Money Laundering Laws), and any policy or procedure implemented by such Agent or such Lender to comply therewith) on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by the Agents shall constitute Credit Party Expenses hereunder and be for the account of the Borrowers. If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of the Canadian AML Legislation, then the Administrative Agent:

(a) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable Canadian AML Legislation; and

(b) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that the Administrative Agent has no obligation to ascertain the identity of any Canadian Loan Party or any authorized signatories of a Canadian Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Loan Party or any such authorized signatory in doing so.

10.18 Time of the Essence. Time is of the essence of the Loan Documents.

10.19 Press Releases. Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its respective Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under applicable Law and then, in any event, such Credit Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure. Each Loan Party consents to the publication by the Administrative Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of the Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia. The Administrative Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to the Lead Borrower for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

10.20 Additional Waivers.

(a) The Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by applicable Law, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Collateral Agent or any other Credit Party.

(b) The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full of the Obligations in accordance with Section 1.02(d)), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the payment in full of the Obligations in accordance with Section 1.02(d)).

(c) To the fullest extent permitted by applicable Law, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the payment in full of the Obligations in accordance with Section 1.02(d). After the occurrence and during the continuance of an Event of Default, the Collateral Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all the Obligations have been paid in full in accordance with Section 1.02(d). Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Loan Party against any other Loan Party, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full of the Obligations in accordance with Section 1.02(d). In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible payment in full of the Obligations and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such

subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount, for each of such other Borrowers, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

10.21 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.22 Foreign Assets Control Regulations. Neither the advance of the Loans or issuance of Letters of Credit nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), (b) the Patriot Act, and (c) the Canadian AML Legislation). Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

10.23 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.24 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be

subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.25 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Facility Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.25 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.25, or otherwise under the Facility Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.25 constitute, and this Section 10.25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.26 [Reserved].

10.27 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Loan Party in respect of any such sum due from it to any Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by such Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, such Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to any Agent or any Lender from any Loan Party in the Agreement Currency, such Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to any Agent or any Lender in such currency, such Agent or such

Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable Law).

10.28 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

10.29 Intercreditor Agreement.

(a) EACH LENDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE LOAN DOCUMENTS, WHICH LIENS SHALL BE SUBJECT TO TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND ANY OF THE LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(b) EACH LENDER AUTHORIZES AND INSTRUCTS THE AGENTS TO ENTER INTO THE INTERCREDITOR AGREEMENT (AND ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT TO THE EXTENT CONTEMPLATED BY THE TERMS HEREOF, WHICH OTHER DOCUMENT IS IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE AGENTS AND THE REQUIRED LENDERS) ON BEHALF OF THE LENDERS, AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR DEEMED ADVISABLE) BY THE AGENTS IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT (OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT). THE PARTIES HERETO ACKNOWLEDGE THAT THE INTERCREDITOR AGREEMENT OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT IS

BINDING UPON THEM. EACH LENDER HEREBY AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT OR ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT ENTERED INTO PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE.

(c) THE PROVISIONS OF THIS SECTION 10.29 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER ANY AGENT NOR ANY OF ANY AGENT'S AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT.

[*Signature Pages Follow*]

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

THE CHILDREN'S PLACE, INC.,
as Lead Borrower and as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE SERVICES COMPANY, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

TCP BRANDS, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE INTERNATIONAL, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE (CANADA), LP, by its general partner, TCP INVESTMENT CANADA II CORP., as a Canadian Borrower

By: _____
Name: _____
Title: _____

THECHILDRENSPLACE.COM, INC., as a Guarantor

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE CANADA HOLDINGS, INC., as a Guarantor

By: _____
Name: _____
Title: _____

TCP IH II, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP REAL ESTATE HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA II CORP.,
as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA I CORP.,
as a Guarantor

By: _____
Name: _____
Title: _____

AMASKIT, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent, L/C Issuer, Swing Line Lender and as a U.S. Revolving Lender

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as L/C Issuer, as Canadian Swing Line Lender and as a Canadian Revolving Lender

By: _____
Name: _____
Title: _____

Exhibit C

DIP Term Credit Agreement

Execution Version

SENIOR SECURED SUPERPRIORITY
DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

Dated as of November 10, 2026

among
THE CHILDREN'S PLACE, INC., as a debtor-in-possession and
as the Lead Borrower for the Borrowers Party Hereto

The BORROWERS Party Hereto,
as debtors-in-possession

The GUARANTORS Party Hereto,
as debtors-in-possession

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS,
as Administrative Agent and Collateral Agent

and

The LENDERS Party Hereto

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT ("Agreement") is entered into as of November 10, 2026, among

THE CHILDREN'S PLACE, INC., a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers now or hereafter party hereto;

the BORROWERS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

the GUARANTORS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

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

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, a Delaware limited liability company, as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, on November 8, 2026 (the "Petition Date"), the Lead Borrower and certain of its Subsidiaries (each, a "Debtor" and, collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court commencing their respective cases under chapter 11 of the Bankruptcy Code Case Nos. 26-22682 through 26-22695, as jointly administered under the caption *In re The Children's Place, Inc., et al*., Case No. 26-22682 (SLM) (each case of the Lead Borrower and each other Debtor, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and management of their businesses pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS the Canadian Loan Parties will be debtors in the Cases and promptly following the commencement of the Cases, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as the proposed foreign representative on behalf of the Debtors, will seek an interim stay order (the "Canadian Interim Stay Order") in recognition proceedings commenced pursuant to Part IV of the CCAA and section 106 of the *Courts of Justice Act* (Ontario) in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to obtain a temporary stay of proceedings in favour of the Debtors, and any Collateral owned by the Canadian Loan Parties or otherwise located in Canada (the "Recognition Proceedings");

WHEREAS, as soon as reasonably practicable following entry of the Interim Order, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as foreign representative on behalf of the Debtors (the "Foreign Representative"), will seek the Canadian Court's recognition of the Cases as a "foreign main proceeding", and recognition and enforcement in Canada of the Interim Order, the Final Order and certain other orders of the Bankruptcy Court and certain related customary relief;

WHEREAS, prior to the Petition Date, the "Lenders" under (and as defined in) the Prepetition Credit Agreement provided financial accommodations to the Borrowers pursuant to the Prepetition Credit Agreement;

WHEREAS, the Borrowers have requested that the Lenders provide a senior secured super priority debtor-in-possession term loan facility consisting of (i) on the Closing Date, the sum of (A) the Initial DIP Term Loan plus (B) the rollup of $16,000,000 of the Prepetition Term Loan into the DIP Term Loan and (ii) on the Final Order Entry Date, the aggregate principal amount of the Prepetition Term Loan shall be converted and rolled into the DIP Term Loan and the remainder aggregate outstanding amount of the Prepetition Term Loan shall be "Paid in Full" as such term is defined in the Orders (the "DIP Facility"), and the Lenders have indicated their willingness to enter into such DIP Facility, in each case on the terms and conditions set forth herein and in the Orders and the Canadian Recognition Orders; and

WHEREAS, the relative priority of the Liens securing the Obligations, the Prepetition Obligations and the ABL Obligations shall be as set forth in the Interim Order, the Final Order and the Canadian Recognition Orders, as applicable, upon entry of the Interim Order and the Final Order by the Bankruptcy Court and the granting of the Canadian Recognition Orders by the Canadian Court and in the Loan Documents, including the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I.
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL Agent" means (a) Wells Fargo, in its capacity as agent for the ABL Lenders under the ABL Documents and (b) any successor to Wells Fargo, by assignment or otherwise, to the extent a party to the Intercreditor Agreement.

"ABL Aggregate Borrowing Base" means the "Aggregate Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Aggregate Commitments" means the "Aggregate Revolving Commitments" as such term is defined in the DIP ABL Credit Agreement.

"ABL Availability Reserves" means the "Availability Reserves" as such term is defined in the DIP ABL Credit Agreement.

"ABL Borrowing Base" means the "Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Canadian Borrowing Base" means the "Canadian Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Documents" means, collectively, the "Prepetition ABL Loan Documents" and the DIP ABL Loan Documents.

"ABL Lenders" means the "Lenders" (or any analogous term) as such term is defined in the DIP ABL Credit Agreement.

"ABL Obligations" means, collectively, the Prepetition ABL Obligations and the DIP ABL Obligations.

"ABL Priority Collateral" has the meaning given to such term in the Intercreditor Agreement.

"ABL Revolving Loans" means the "Loans" as such term is defined in the DIP ABL Credit Agreement.

"ABL Total Outstandings" means the "Total Revolving Outstandings" as such term is defined in the DIP ABL Credit Agreement.

"ABL U.S. Borrowing Base" means the "U.S. Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"Acceptable Document of Title" means, with respect to any Inventory, a tangible bill of lading or other Document (as defined in the UCC or a "document of title" as defined in the PPSA, as applicable) that (a) is issued by a common carrier which is not an Affiliate of the Approved Foreign Vendor or any Loan Party which is in actual possession of such Inventory, (b) is issued/consigned to a Loan Party or, if so requested by the Collateral Agent, to the Collateral Agent, (c) at the request of the Collateral Agent, names the Collateral Agent as a notify party and bears a conspicuous notation on its face of the Collateral Agent's security interest therein, (d) is not subject to any Lien (other than (i) Liens in favor of the Collateral Agent, (ii) DIP ABL Loan Liens and (iii) Prepetition Permitted Senior Liens), (e) if requested by the Collateral Agent, contains an express waiver from the consignor/shipper of its right to alter the named consignee and its right of stoppage in transit, and (f) is on terms otherwise reasonably acceptable to the Collateral Agent. As used in this definition, prior to the Discharge of ABL Obligations, the Collateral Agent shall mean the ABL Agent, and thereafter, the Collateral Agent shall mean the Administrative Agent.

"Accommodation Payment" shall have the meaning provided in Section 10.20(d).

"Account" means "accounts" as defined in the UCC or the PPSA, as applicable, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

"ACH" means automated clearing house transfers.

"Acknowledgment and Consent of Intercreditor Agreement" means that certain Acknowledgment and Consent of Intercreditor Agreement, dated as of the Closing Date, among the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the ABL Agent, as agent for the secured parties under the Prepetition ABL Credit Agreement and the DIP ABL Credit Agreement, and acknowledged and agreed to by the Loan Parties.

"Acquisition" means, with respect to any Person (a) an Investment in, or a purchase of a Controlling interest in, the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, (c) a purchase or other acquisition of a material portion of the assets or properties of another Person, (d) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person, (e) any merger, amalgamation or consolidation of such Person with any

other Person or other transaction or series of transactions resulting in the acquisition of a material portion of the assets of any Person, or (f) any acquisition by such Person of any group of Store locations comprising more than five percent (5%) of the number of Stores operated by the acquiring Person as of the date of such acquisition, in each case acquired in any transaction or group of transactions which are part of a common plan.

"Actual Operating Disbursements" means, for any period, the actual operating disbursements of the Debtors made during such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Actual Operating Disbursements.

"Actual Total Net Cash Flow" means, for any period, the actual total net cash flow of the Debtors during such period that corresponds to the line item under the heading "Total Net Cash Flow" contained in the Approved Budget.

"Actual Total Operating Receipts" means, for any period, the actual total operating cash receipts of the Debtors received during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Administrative Agent" means SLR, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Lead Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, or beneficiary of that Person, (iii) any other Person directly or indirectly holding ten percent (10%) or more of any class of the Equity Interests of that Person or (iv) any other Person ten percent (10%) or more of any class of whose Equity Interests is held directly or indirectly by that Person.

"Agent(s)" means, individually, the Administrative Agent or the Collateral Agent and, collectively, means both of them.

"Aggregate Borrowing Base" means, as of any date of determination, an amount equal to the sum of (i) the ABL Aggregate Borrowing Base plus (ii) the Term Aggregate Borrowing Base.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.27.

"Alabama Property" means the land, together with the buildings, structures, parking areas, and other improvements thereon, owned by Services Company and located at 1377 Airport Road, Fort Payne, Alabama.

"Allowed Professional Fees" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, the Corruption of Foreign Public Officials Act (Canada), as amended and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including but not limited to Canadian AML Legislation.

"Applicable Margin" means 8.25% per annum.

"Applicable Percentage" means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of such Lender's Commitment or the aggregate outstanding principal balance of the DIP Term Loan at such time, subject to adjustment as provided in Section 10.06. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption or other instrument pursuant to which such Lender becomes a party hereto, as applicable.

"Appraised Value" means with respect to Eligible Intellectual Property, the appraised forced liquidation value, net of costs and expenses to be incurred in connection with any such liquidation, which value, shall be determined from time to time by reference to the most recent reasonably acceptable appraisal received by the Administrative Agent conducted by an independent appraiser that is retained by the Administrative Agent in its reasonable discretion, or if such Eligible Intellectual Property was not included in such appraisal, by reference to the appraisal received by the Administrative Agent under clause (e) of the definition of Eligible Intellectual Property.

"Approved Budget" has the meaning specified in Section 6.24.

"Approved Budget Reporting Date" has the meaning specified in Section 6.24.

"Approved Budget Variance Report" means a weekly report, prepared by the Lead Borrower and provided by the Lead Borrower to the Administrative Agent after consultation with the Financial Advisor in accordance with Section 6.25, and certified by a Responsible Officer of the Lead Borrower as being true, correct and complete in all material respects, showing, in each case, by line item, including containing supporting information, satisfactory to the Administrative Agent in its reasonable discretion including, (a) Actual Total Operating Receipts as compared to the Budgeted Total Operating Receipts, (b) Actual Operating Disbursements as compared to the Budgeted Operating Disbursements, in each case, as of the last day of the Prior Week and the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026), (c) actual fees and expenses of the Case Professionals on a cumulative basis and (d) Total Net Cash Flow on a cumulative basis, and in each case, noting therein all variances (whether positive or negative) on a line item and cumulative basis, from the amounts set forth for such period in the Approved Budget, and shall include explanations for all material variances, and (d) a calculation demonstrating compliance (or non-compliance) with Section 7.20.

"Approved Foreign Vendor" means a Foreign Vendor which (a) is located in any country acceptable to (x) prior to the Discharge of the ABL Obligations, the ABL Agent and (y) thereafter, the Administrative Agent, in its discretion, (b) has received timely payment or performance of all obligations owed to it by the Loan Parties, (c) has not asserted and has no right to assert any reclamation, repossession, diversion, stoppage in transit, Lien or title retention rights in respect of such Inventory, and (d), if so requested by (x) prior to the Discharge of the ABL Obligations, the ABL Agent and (y) thereafter the Administrative Agent, has entered into and is in full compliance with the terms of a Foreign Vendor Agreement.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate or branch of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Liquidator" means, individually or collectively, Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means the audited Consolidated balance sheet of the Lead Borrower and its Subsidiaries for the Fiscal Year ended January 31, 2026, and the related Consolidated statements of income or operations and cash flows for such Fiscal Year of the Lead Borrower and its Subsidiaries, including the notes thereto.

"Availability Reserves" means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate, including, without limitation: (a) to reflect the impediments to the Agents' ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral, including, without limitation, amounts entitled to priority under Section 503(b) of the Bankruptcy Code, (c) to reflect the maximum amount of any court-ordered charges or other liabilities payable by the Loan Parties including the CCAA Priority Charges, (d) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, or (e) to reflect that a Default or an Event of Default may occur or has occurred and is continuing (provided that, in the case of this clause (e) only, the reserve shall be reasonably related to the event giving rise (or which may give rise) to such Default); provided that "Availability Reserves" shall be without duplication of any ABL Availability Reserves. Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate based on: (i) rent (including due to a failure of the Loan Parties to obtain an order of the Bankruptcy Court extending the lease assumption rejection period as contemplated by the Milestones); (ii) customs duties and other costs to release Inventory which is being imported into the United States or Canada and amounts due to vendors on account of such Inventory; (iii) outstanding Taxes

and other governmental charges, including, without limitation, ad valorem, real estate, personal property, sales, claims of the PBGC and other Taxes which may have priority over the interests of the Collateral Agent in the Term Priority Collateral; (iv) salaries, wages and benefits due to employees of any Borrower which may have priority over the interests of the Collateral Agent in the Term Priority Collateral; (v) Customer Credit Liabilities; (vi) reserves for reasonably anticipated changes in the NOLV of Eligible Inventory between appraisals; (vii) reserves for reasonably anticipated changes in the Appraised Value of Eligible Intellectual Property between appraisals; (viii) reserves for reasonably anticipated changes in the Liquidation Value of Eligible Real Estate between appraisals; (ix) warehousemen's or bailee's charges and other Permitted Encumbrances which may have priority over, or be *pari passu* with, the interests of the Collateral Agent in the Term Priority Collateral; (x) Intellectual Property Reserves; (xi) the Receivables Reserve; (xii) Canadian Priority Payables Reserves; (xiii) the Tariff Refund Reserve; (xiv) the Carve Out Reserve; (xv) the Canadian Charge Reserve; (xvi) the Cash Management Reserve; (xvii) in the discretion of the Administrative Agent, the Bank Products Reserves; (xviii) any reclamation or similar claims as may relate to or arise during the Cases to the extent that such claims are determined by the Bankruptcy Court to be senior to the Obligations hereunder; and (xix) reserves in connection with augment merchandise in the Specified Store Closing Sales. Following the Discharge of ABL Obligations, references to "Term Priority Collateral" used herein shall be deemed to be references to "Collateral".

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(b)(iv).

"Avoidance Proceeds" has the meaning specified in the Interim Order (or the Final Order, when applicable) and shall include proceeds of any proceeding commenced pursuant to Section 36.1 of the CCAA, Sections 95, 96 and 101 of the *Bankruptcy and Insolvency Act* (Canada), or provincial preference or fraudulent conveyance legislation.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Products" means any services or facilities provided to any Loan Party by a Lender (as defined in the DIP ABL Credit Agreement) or any of its Affiliates (as defined in the DIP ABL Credit Agreement) or branches (but excluding Cash Management Services), including, without limitation on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, and (f) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication. Without limiting the foregoing, all Bank

Products (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Bank Products" hereunder.

"Bank Products Reserves" means such reserves as (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, from time to time determines in its reasonable discretion as being appropriate to reflect the liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey or any other court having jurisdiction over the Cases from time to time, and any appellate court having jurisdiction over the Cases from time to time.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (i) the Federal Funds Rate in effect on such day plus ½%, (ii) Term SOFR for a one (1) month tenor in effect on such day, plus 1%, provided that this clause (ii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, (iii) the rate of interest announced, from time to time, within Wells Fargo Bank at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo Bank's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank may designate, and (iv) the Floor.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b)(i).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars, and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, the Bank of Canada (or a committee officially endorsed or convened by the Bank of Canada), an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Bid Procedures" has the meaning set forth in the Interim Order (or when applicable, the Final Order).

"Bid Procedures Motion" means a motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving the procedures for a sale, in one or a series of related transactions, of all or substantially all of the Debtors' business or assets pursuant to Section 363 of the Bankruptcy Code constituting a Permitted Sale.

"Blocked Account" means each DDA of the Loan Parties (other than Excluded Accounts).

"Blocked Account Agreement" has the meaning provided in Section 6.13(a)(ii).

"Blocked Account Bank" means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more Blocked Accounts are concentrated and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

"Borrower Intellectual Property" means Material Intellectual Property exclusively owned by a Borrower or any Loan Party.

"Borrowers" means, collectively, the U.S. Borrowers and the Canadian Borrowers, and "Borrower" means any one such Person individually as the context requires.

"Borrowing" means the borrowing of the Initial DIP Term Loan made by each of the Lenders pursuant to Section 2.01 to the Borrowers on the Closing Date.

"Borrowing Base" means the Canadian Borrowing Base and/or the U.S. Borrowing Base as the context requires. Notwithstanding anything to the contrary herein, no Tariff Refund Asset or Tariff Refund Proceeds shall constitute an Eligible Credit Card Receivable, an Eligible Trade Receivable, Eligible Inventory, Eligible In-Transit Inventory, Eligible Warehoused Inventory or any other eligible asset for purposes of any Borrowing Base or the Aggregate Revolving Borrowing Base unless the Administrative Agent has expressly agreed in writing, in its sole discretion, to include such asset after completion of legal, collateral, accounting, commercial finance examination, perfection, priority and other diligence satisfactory to the Administrative Agent.

"Borrowing Base Certificate" has the meaning specified in Section 6.02(c).

"Budget" means a 13-week cash flow forecast and budget of the Debtors delivered on or prior to the Closing Date and updated from time to time as set forth in Section 6.24, in form acceptable to the Administrative Agent (it being understood and agreed that the form of the Initial Budget shall be deemed acceptable), setting forth, among other things, separate line items for the Debtors' (a) projected cash receipts, (b) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including fees and expenses of the Case Professionals, Lender Professional Fees and Transaction Fees), asset sales and any other fees and expenses related to this Agreement, (c) projected net cash flow, (d) projected inventory receipts and levels, and (e) projected ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base during such 13-week period, together with a break-out for Stores being closed or proposed to be closed.

"Budgeted Operating Disbursements" means, for any period, the sum of the budgeted operating disbursements of the Debtors for such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Budgeted Operating Disbursements.

"Budgeted Total Net Cash Flow" means, for any period, the total operating cash flow of the Debtors during such period that corresponds to the line item under the heading "Total Net Cash Flow" contained in the Approved Budget.

"Budgeted Total Operating Receipts" means, for any period, the sum of the budgeted operating cash receipts of the Debtors during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Canadian AML Legislation" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), as amended, and any other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws in effect in Canada from time to time, including any regulations, guidelines or orders thereunder.

"Canadian Borrowers" means, collectively, Children's Place Canada and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Borrower.

"Canadian Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the Canadian Borrowers' Eligible Credit Card Receivables multiplied by one hundred and two and one-half percent (102.5%) of Eligible Credit Card Receivables;

plus

(b) the face amount of the Canadian Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by one hundred and two and one-half percent (102.5%) of Eligible Trade Receivables;

plus

(c) the Cost of the Canadian Borrowers' Eligible Inventory, net of Inventory Reserves multiplied by the Inventory Advance Rate of the NOLV of Eligible Inventory;

plus

(d) the Cost of the Canadian Borrowers' Eligible In-Transit Inventory (net of Inventory Reserves applicable thereto), multiplied by the Inventory Advance Rate of the NOLV of such Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) and clause (d) of the U.S. Borrowing Base exceed ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (d) and clause (d) of the U.S. Borrowing Base) and (i) Total Outstandings;

plus

(e) the Cost of the Canadian Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (e) exceed the lesser of (i) ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (e) and clause (f) of the U.S. Borrowing Base) and (i) Total Outstandings then in effect, or (ii) $4,000,000;

minus

(g) the ABL Canadian Borrowing Base (without duplication of any Reserves);

minus

(h) the then amount of all Availability Reserves in respect of the Canadian Loan Parties.

"Canadian Charge Reserve" means a reserve in an amount equal to the CCAA Priority Charges (including amounts in excess of the amount set forth in the definition thereof) and any additional charges granted on any Collateral owned by the Canadian Loan Parties or otherwise located in Canada by the order of the Canadian Court in the Recognition Proceedings to the extent such charges rank pari passu with or in priority to the Collateral Agent's security.

"Canadian Court" has the meaning set forth in the recitals.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollars" and "CAD$" mean lawful money of Canada.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Administrative Agent, which order shall recognize and give full force and effect to the Final Order and the Cash Management Order (as entered by the Bankruptcy Court on a final basis) in Canada and confirm the super priority charge, consistent with the liens and charges created by or set forth in the Final Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Final DIP Recognition Order may be part of another order of the Canadian Court in the Recognition Proceedings in form and substance satisfactory to the Administrative Agent.

"Canadian Final Order Date" has the meaning specified in Schedule 6.23.

"Canadian Guarantors" means, collectively, (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp. and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Guarantor, and (ii) each Canadian Borrower, in its capacity as guarantor in respect of the Obligations of the other Loan Parties.

"Canadian Guaranty" means the Canadian Guarantee dated as of the Closing Date made by the Canadian Loan Parties in favor of the Administrative Agent and the other Credit Parties.

"Canadian Initial Recognition Order" means the order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall recognize the Cases as a "foreign main proceeding" under Part IV of the CCAA and shall grant a stay of proceedings in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall, among other things, recognize and give full force and effect in Canada to the Interim Order and the Cash Management Order (as entered by the Bankruptcy Court on an interim basis) in Canada, and grant a super priority charge, consistent with the liens and charges created by or set forth in the Interim Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian Interim Order Date" has the meaning specified in Schedule 6.23.

"Canadian Interim Stay Order" has the meaning set forth in the recitals.

"Canadian Loan Party" means Canadian Borrowers, Canadian Guarantors and any other Loan Party that is a Canadian Subsidiary.

"Canadian Operating Account" has the meaning specified in Section 6.13(m).

"Canadian Pension Event" means (a) the termination or partial termination of a Canadian Defined Benefit Plan or the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan, or (b) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator appointed to administer a Canadian

Defined Benefit Plan, or (c) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Pension Plan" means each pension plan required to be registered under Canadian federal or provincial laws which is maintained or contributed to by, or to which there is an obligation to contribute by, any Loan Party in respect of any Person's employment in Canada with such Loan Party, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively, or any similar plan maintained by any other province.

"Canadian Priority Payables Reserve" means reserves for: (a) amounts owing or in respect of which any Loan Party has an obligation to remit to a Governmental Authority of Canada or other Person in Canada pursuant to any applicable law, rule or regulation, with respect to (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) wages, salaries, commissions and vacation pay as provided for under the Wage Earners Protection Program Act (Canada); and (iv) other like charges and demands; in each case in this paragraph (a), to the extent that any Governmental Authority of Canada or other Person in Canada may claim a lien, security interest, hypothec, trust or other claim or other Lien ranking or which would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents; and (b) the aggregate amount of any other liabilities of any Loan Party (i) in respect of which a trust or deemed trust has been imposed or may reasonably be likely to be imposed on any Collateral in Canada to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the Bankruptcy and Insolvency Act (Canada); (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian Pension Plan (including "normal cost", "special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Encumbrances that do not have priority over the Collateral Agent's Liens), or (v) in respect of directors and officers, debtor-in-possession financing, administrative charges, critical supplier charges or shareholder charges; in each case in this paragraph (b), pursuant to any applicable law, rule or regulation in Canada and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or other Lien ranks or in the reasonable discretion of (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, could reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents.

"Canadian Recognition Orders" mean (i) the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, each in form and substance satisfactory to the Administrative Agent, and (ii) any other order of the Canadian Court issued from time to time in the Recognition Proceedings that recognizes any of the Orders or that affects the Collateral located in Canada or the rights of the Credit Parties, in each case in form and substance satisfactory to the Administrative Agent.

"Canadian Security Agreement" means the Canadian Security Agreement dated as of the Closing Date among the Canadian Loan Parties and the Collateral Agent.

"Canadian Subsidiary" means any Subsidiary of any Loan Party, which Subsidiary is organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent which order shall grant customary additional relief in the Recognition Proceedings.

"CAPE" means the Consolidated Administration and Processing of Entries system of CBP, and any successor or replacement system used to administer, process, track, pay, credit, settle or otherwise resolve Tariff Refund Assets or Tariff Refund Proceeds.

"Capital Lease Obligations" means, with respect to any Person for any period, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as liabilities on a balance sheet of such Person under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve Out" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Carve Out Account" means a segregated non-interest bearing account established by the Debtors and held in accordance with the Orders, such account being the Professional Fee Escrow Account.

"Carve Out Reserve" means an Availability Reserve in an amount equal to the sum of (a) the Case Professional fees set forth in the Approved Budget as of such week, less the amounts funded into the Professional Fee Escrow Account, plus (b) the Wind Down Carve Out Amount, plus (c) 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 in the case of this clause (c) shall not be limited to amounts that may be set forth in the Approved Budget, plus (d) the following two (2) weeks of Case Professional fees and expenses set forth in the Approved Budget, plus (e) such additional amounts as determined by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion.

"Case" and "Cases" have the meanings specified in the recitals hereto.

"Case Professionals" means the professionals retained by the Debtors (including in the Recognition Proceedings), and any Committee in the Cases pursuant to Sections 327 and 1103 of the Bankruptcy Code, and the Information Officer and its counsel.

"Cash Equivalents" means Permitted Investments of the type described in clauses (a) through (e) of the definition of such term.

"Cash Management Order" means an order of the Bankruptcy Court, together with all extensions, modifications and amendments, in all cases, in form and substance acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Debtors' use of their existing cash management systems, (b) authorizes the Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

"Cash Management Reserves" means such reserves as (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, from time to time, determines in its reasonable discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means the following cash management services or facilities provided to any Loan Party by a Lender (as defined in the DIP ABL Credit Agreement) or any of its Affiliates

(including Wells Fargo Merchant Services, L.L.C.) (as defined in the DIP ABL Credit Agreement) or branches: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, (e) any services related to the acceptance and/or processing of payment cards or devices, and (f) purchase cards. Without limiting the foregoing, all Cash Management Services (under and as defined in the Prepetition ABL Credit Agreement) shall be deemed to be "Cash Management Services" hereunder.

"CBP" means U.S. Customs and Border Protection and any successor or replacement Governmental Authority that administers, processes, tracks, pays, credits, settles or otherwise resolves Tariff Refund Assets or Tariff Refund Proceeds.

"CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

"CCAA Priority Charges" means, collectively, (a) the "Administration Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, US$650,000 in aggregate, (b) the "Directors' Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, CDN$1,975,000 in aggregate, and (c) any other charge granted by the Canadian Court in the Recognition Proceedings that is expressly stated in the Canadian Recognition Orders to rank in priority to the Term DIP Charge and that is consented to by the Administrative Agent.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

"CERCLIS" means the Comprehensive Environmental Response, Compensation, and Liability Information System maintained by the United States Environmental Protection Agency.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority, (c) any new, or adjustment to, requirements prescribed by the FRB for "Eurocurrency Liabilities" (as defined in Regulation D of the FRB), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by any Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate or Term SOFR or (d) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders or a "person" or "group" Controlled by one of the Permitted Holders, becomes the "beneficial owner" (as defined in Rules

13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 25% or more of the Equity Interests of the Lead Borrower entitled to vote for members of the board of directors or equivalent governing body of the Lead Borrower on a fully-diluted basis (and taking into account all such Equity Interests that such "person" or "group" has the right to acquire pursuant to any option right);

(b) the Lead Borrower fails at any time to own, directly or indirectly, 100% of the Equity Interests of each other Loan Party free and clear of all Liens (other than (i) Liens in favor of the Collateral Agent, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens), except where such failure is as a result of a transaction permitted by the Loan Documents;

(c) the board of directors or other equivalent governing body of the Lead Borrower ceases to be composed of at least one (1) "Independent Director" as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules (as in effect on the Closing Date); or

(d) any "change of control" or similar event as defined in the DIP ABL Credit Agreement.

"Children's Place Canada" means The Children's Place (Canada), LP, an Ontario limited partnership.

"CIPO" means the Canadian Intellectual Property Office.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended and in effect.

"Collateral" means all the "DIP Collateral" (or equivalent term) as defined in the Interim Order (and, when entered, the Final Order) and any and all "Collateral" as defined in any applicable Security Document and all other property that is or is intended under the terms of the Security Documents to be subject to Liens in favor of the Collateral Agent. For the avoidance of doubt and in accordance with the Security Agreement, the Mortgaged Property and all proceeds thereof constitute Collateral.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Administrative Agent so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement) executed by (a) a bailee or other Person in possession of Collateral, or (b) a landlord of Real Estate leased by any Loan Party, pursuant to which such Person (i) acknowledges the Collateral Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Collateral Agent with reasonable access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Collateral Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Collateral Agent as the Collateral Agent may reasonably require.

"Collateral Agent" means SLR, acting in such capacity for its own benefit and the ratable benefit of the other Credit Parties.

"Combined Total Outstandings" means, as of any date of determination, the sum of (i) ABL Total Outstandings plus (ii) the Total Outstandings hereunder.

"Commitments" means, as to each Lender, the aggregate principal amount set forth opposite such Lender's name on Schedule 2.01. As of the Closing Date, the total Commitments of all Lenders is $116,000,000.

"Committee" means any official committee of unsecured creditors appointed in the Cases pursuant to Section 1102 of the Bankruptcy Code.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D (or in such other form as is acceptable to the Administrative Agent in writing).

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consent" means actual consent given by a Lender from whom such consent is sought; or the passage of ten (10) Business Days from receipt of written notice to a Lender from the Administrative Agent of a proposed course of action to be followed by the Administrative Agent without such Lender's giving the Administrative Agent written notice of that Lender's objection to such course of action.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

"Contractual Obligation" means, as to any Person, any provision of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Cost" means the calculated cost of purchases, based upon the Borrowers' accounting practices in effect on the Closing Date (as such accounting practices may change or be modified from time to time in accordance with GAAP), as determined from invoices received by the Borrowers, the Borrowers' purchase journals or the Borrowers' stock ledger. "Cost" does not include inventory capitalization costs or other non-purchase price charges (such as freight) used in the Borrowers' calculation of cost of goods sold.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified in Section 10.28.

"Credit Card Issuer" shall mean any Person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent.

"Credit Card Notifications" has the meaning provided in Section 6.13(a)(i).

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Loan Party resulting from charges by a customer of a Loan Party on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by a Loan Party, or services performed by a Loan Party, in each case in the ordinary course of its business. For the avoidance of doubt, Credit Card Receivables shall not include any Franchise Receivables.

"Credit Party" or "Credit Parties" means (a) individually, (i) each Lender and its Affiliates and branches, (ii) each Agent, (iii) [reserved], (iv) each beneficiary of each indemnification obligation undertaken by any Loan Party under any Loan Document, (v) any other Person to whom Obligations under this Agreement and other Loan Documents are owing, and (vi) the successors and assigns of each of the foregoing, and (b) collectively, all of the foregoing.

"Credit Party Expenses" means, without limitation, (a) all reasonable out-of-pocket expenses incurred by the Agents and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable fees, charges and disbursements of (A) one

primary counsel for the Agents and one local counsel in each applicable jurisdiction, (B) outside consultants for the Agents (including, without limitation, any Lender Group Consultant), (C) appraisers, (D) commercial finance examinations, (E) photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees and publication, (F) the Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP or Canadian AML Legislation searches related to any Loan Party or its Subsidiaries, and (G) all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations, (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral (including, without limitation, in connection with, during the continuation of an Event of Default, gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated), or (D) any workout, restructuring or negotiations in respect of any Obligations, (iii) all customary fees and charges (as adjusted from time to time) of the Agents with respect to the disbursement of funds (or the receipt of funds) to or for the account of the Borrowers (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, and (iv) customary charges imposed or incurred by the Administrative Agent resulting from the dishonor of checks payable by or to any Loan Party; (b) [reserved] and (c) all reasonable out-of-pocket expenses incurred by the Credit Parties who are not the Agents or any Affiliate or branch of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one primary counsel and one local counsel in each applicable jurisdiction (absent a conflict of interest in which case the Credit Parties may engage and be reimbursed for additional counsel), one outside consultant and one financial advisor, in each case representing or advising all such Credit Parties.

"CRO" has the meaning specified in Section 6.26.

"Cumulative Week Period" means the week up to and through the Saturday of the most recent week then ended, or if a week has not then elapsed from the Petition Date, such shorter period of not less than the Petition Date through the Saturday of the most recent week then ended.

"Cumulative Three-Week Period" means the three-week period up to and through the Saturday of the most recent week then ended, or if a three-week period has not then elapsed from the Petition Date, such shorter period of not less than four (4) Business Days since the Petition Date through the Saturday of the most recent week then ended.

"Customer Credit Liabilities" means, at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards of the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits and customer deposits of the Loan Parties.

"Customs Broker Agreement" means an agreement, in form and substance reasonably satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Collateral Agent so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement), among a Loan Party, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the

subject Inventory and the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent (subject to the Intercreditor Agreement).

"DDA" means each checking, savings or other demand deposit account maintained by any of the Loan Parties.

"Debtor" and "Debtors" have the meanings specified in the recitals hereto.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), the restructuring provisions of applicable Canadian federal or provincial corporate statutes, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions (including corporate laws of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of creditors against it) from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to two percent (2%) per annum in excess of the rate then applicable to such Obligation.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"DIP ABL Credit Agreement" means that certain DIP ABL Credit Agreement, dated as of November 10, 2026, among, among others, the Loan Parties, the lenders party thereto, and the ABL Agent, as amended, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the provisions hereof and of the Intercreditor Agreement.

"DIP ABL Liens" means the Liens granted to the ABL Agent pursuant to the DIP ABL Loan Documents to secure the DIP ABL Obligations permitted under clause (i) of the definition of "Permitted Indebtedness", which Liens shall at all times be subject to the terms and conditions (including the Lien priorities) set forth in the Intercreditor Agreement.

"DIP ABL Loan Documents" means the "Loan Documents" as such term is defined in the DIP ABL Credit Agreement.

"DIP ABL Obligations" means the "Obligations" as such term is defined in the DIP ABL Credit Agreement.

"DIP Facility" has the meaning specified in the recitals hereto.

"DIP Revolving Loans" means the "Loans" as such term is defined in the DIP ABL Credit Agreement.

"DIP Term Loan" means collectively, the sum of the (a) Initial DIP Term Loan plus (b) the term loans evidenced by this Agreement resulting from the "roll up" (as set forth in the Orders) of the Prepetition Term Loan.

"Discharge of ABL Obligations" has the meaning given to such term in the Intercreditor Agreement.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale, transfer, license or other disposition (whether in one transaction or in a series of transactions)) of all or substantially all of its assets to or in favor of any Person of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, and including in any case, any such transaction by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division".

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the DIP Term Loan matures; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of the Lead Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Lead Borrower or one of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Lead Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"Dollars" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates or branches; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person); provided, however, that each Eligible Assignee described in clauses (a) through (e), above, shall be reasonably acceptable to, and subject to the approval of, the Administrative Agent and the Lead Borrower (each such approval not to be unreasonably withheld or delayed) to the extent provided in Section 10.06(b) of this Agreement; provided further that, notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries or a natural person.

"Eligible Credit Card Receivables" means (x) prior to the Discharge of ABL Obligations, "Eligible Credit Card Receivables" as defined under the DIP ABL Credit Agreement and (y) thereafter, Credit Card Receivables due to a Borrower on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other major credit card processors as they arise in the ordinary course of business, and which have been earned by performance. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, such Credit Card Receivable shall indicate no Person other than a Borrower as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a Credit Card Issuer or Credit Card Processor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Receivable. Except as otherwise agreed by the Administrative Agent, any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) Credit Card Receivables which do not constitute a "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable);

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale;

(c) Credit Card Receivables with respect to which a Loan Party does not have good, valid and marketable title, free and clear of any Lien (other than (i) Liens granted to the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens);

(d) Credit Card Receivables that are not subject to a first priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges) (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(e) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(f) Credit Card Receivables as to which the credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Credit Card Receivables from such credit card processor;

(g) Credit Card Receivables due from a Credit Card Issuer or Credit Card Processor which (i) is the subject of a proceeding under any Debtor Relief Law, or (ii) is a Sanctioned Person or Sanctioned Entity;

(h) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer or Credit Card Processor with respect thereto;

(i) Credit Card Receivables which do not conform to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables; or

(j) Credit Card Receivables which the Administrative Agent determines in its reasonable discretion to be uncertain of collection.

"Eligible Intellectual Property" means Borrower Intellectual Property determined by the Administrative Agent in its reasonable discretion, to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, no Borrower Intellectual Property shall be Eligible Intellectual Property unless:

(a) such Borrower has good and valid title to such Borrower Intellectual Property;

(b) such Borrower is in compliance with the representations, warranties and covenants set forth in this Agreement and the other Loan Documents relating to such Borrower Intellectual Property and such Borrower Intellectual Property conforms with the covenants or representation and warranties in the Loan Documents;

(c) such Borrower Intellectual Property is in existence or registered in the United States or Canada;

(d) if such Borrower Intellectual Property is registered, then such Borrower Intellectual Property shall be validly registered with the PTO, the USCO or CIPO, as applicable, such other equivalent Canadian filing or registration office, in each case as reasonably required by the Administrative Agent;

(e) Administrative Agent shall have received evidence that all actions that the Administrative Agent may reasonably deem necessary in its discretion in order to create a valid, perfected and enforceable first-priority Lien on such Borrower Intellectual Property under applicable law in favor of the Administrative Agent (including, without limitation, filings at the PTO, the USCO or CIPO, as applicable, such other equivalent Canadian filing or registration office, as applicable, in each case as required by the Administrative Agent) have been taken, and such Borrower Intellectual Property shall not be subject to any other Liens (other than Permitted Borrowing Base Encumbrances); and

(f) with respect to the Borrower Intellectual Property which was not included in the most-recent reasonably acceptable appraisal received by the Administrative Agent under this Agreement or over which the Administrative Agent has not completed its legal and business due diligence in its discretion, the Administrative Agent (i) shall have received an appraisal of such Borrower Intellectual Property in form and substance, and from

appraisers, acceptable to the Administrative Agent in its reasonable discretion and (ii) shall have completed such legal and business due diligence that is required in Administrative Agent's discretion, and with the results of such due diligence satisfactory to the Administrative Agent in its discretion; provided, however, that any such appraisals or legal or business due diligence shall be at the expense of the Borrowers and shall not be subject to (and shall not be included in) the limitations set forth in Section 6.10 on the number of collateral audits, examinations, or appraisals for which the Administrative Agent is entitled to be reimbursed in any period.

"Eligible In-Transit Inventory" means, (x) prior to the Discharge of ABL Obligations, "Eligible In-Transit Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, as of any date of determination thereof, without duplication (including of any other Eligible Inventory), Inventory:

(a) which has been shipped from a location outside of the United States or Canada for receipt by a Borrower within sixty (60) days of the date of shipment, but which has not yet been delivered to such Borrower in the U.S. or Canada, as applicable;

(b) for which the purchase order is in the name of a Borrower and title to such Inventory and risk of loss has passed to such Borrower;

(c) for which an Acceptable Document of Title has been issued, and in each case as to which the Collateral Agent has control (as defined in the UCC or the PPSA, as applicable) over, or possession of, the documents of title which evidence ownership of the subject Inventory (unless waived in writing by the Administrative Agent, by the delivery of a Customs Broker Agreement with respect to all applicable freight carriers, freight forwarders, customs brokers, shipping companies and other similar Persons);

(d) for which each relevant freight carrier, freight forwarder, customs broker, shipping company or other Person in possession of such Inventory and the documents relating to such Inventory, in each case, shall have entered into a Customs Broker Agreement (unless waived in writing by the Administrative Agent);

(e) which is insured against types of loss, damage, hazards and risks, and in amounts, reasonably satisfactory to the Collateral Agent;

(f) for which the common carrier is not an Affiliate of the applicable vendor or supplier;

(g) the Foreign Vendor with respect to such Inventory is an Approved Foreign Vendor; and

(h) which otherwise would constitute Eligible Inventory;

provided that the Administrative Agent may, in its reasonable discretion, exclude any particular Inventory from the definition of "Eligible In-Transit Inventory" in the event the Administrative Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by the Administrative Agent to arise which may otherwise adversely impact the ability of the Collateral Agent to realize upon such Inventory. The Administrative Agent shall notify the Lead Borrower of any such exclusion and the reasons therefor as soon as reasonably practicable, provided that the effectiveness of such exclusion shall not be conditioned upon such notification.

"Eligible Inventory" means, (x) prior to the Discharge of ABL Obligations, "Eligible Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, as of the date of determination thereof,

without duplication, items of Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) of a Borrower that are finished goods, merchantable and readily saleable to the public in the ordinary course of the Borrowers' business, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrowers in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. Except as otherwise agreed by the Administrative Agent, the following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by a Borrower or a Borrower does not have good and valid title thereto;

(b) Inventory that is leased by, or is on consignment to, a Borrower, or which is consigned by a Borrower to a Person that is not another Borrower;

(c) Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) that is not located in the United States (excluding territories or possessions of the United States) or Canada at a location that is owned or leased by a Borrower, except to the extent that the Borrowers have furnished the Administrative Agent with (i) any UCC financing statements, PPSA financing statements or other documents that the Administrative Agent may determine in its reasonable discretion to be necessary to perfect the Collateral Agent's security interest in such Inventory at such location, and (ii) a Collateral Access Agreement executed by the Person owning any such location or, in the case of this clause (ii), the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(d) Inventory that is located in a distribution center or warehouse leased by a Borrower unless the applicable lessor or warehouseman has delivered to the Administrative Agent a Collateral Access Agreement or the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(e) Inventory that is comprised of goods which (i) are damaged, defective, "seconds," or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or are special order or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in a Borrower's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are bill and hold goods, or (vi) are Shrink;

(f) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges);

(g) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(h) Inventory that is not insured in compliance with the provisions of Section 5.10 hereof;

(i) Inventory that has been sold but not yet delivered or as to which a Borrower has accepted a deposit;

(j) Inventory which has been purchased by a Borrower from a Person that is a Sanctioned Person or Sanctioned Entity; or

(k) Inventory as to which either the Borrowers or the Agents do not have the right to utilize any Intellectual Property necessary or appropriate to realize on such Inventory as set forth in the applicable Security Documents in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof.

"Eligible Real Estate" means the Alabama Property and any other Real Estate of a U.S. Borrower which satisfies all of the following conditions and is otherwise deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the U.S. Borrowing Base:

(a) The applicable U.S. Borrower owns fee title to such Real Estate;

(b) The applicable U.S. Borrower has executed and delivered to the Collateral Agent such mortgages, information and documents as may be reasonably requested by the Collateral Agent, including, without limitation, such as may be necessary to comply with FIRREA and other applicable Law;

(c) The Collateral Agent shall have received fully paid American Land Title Association Lender's Extended Coverage title insurance policies or marked-up title insurance commitments having the effect of a policy of title insurance (the "Mortgage Policies") in form and substance, with the endorsements reasonably required by the Administrative Agent (to the extent available at commercially reasonable rates) and in amounts reasonably acceptable to the Administrative Agent, issued, coinsured and reinsured (to the extent required by the Administrative Agent) by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens (having the priority contemplated by the Intercreditor Agreement) on the property or leasehold interests described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only (i) DIP ABL Liens, (ii) Prepetition Permitted Liens, and (iii) Permitted Encumbrances having priority over the Lien of the Collateral Agent under applicable Law, Permitted Encumbrances in favor of the ABL Agent or otherwise reasonably acceptable to the Administrative Agent;

(d) The Collateral Agent has a perfected lien having the priority contemplated by the Intercreditor Agreement on such Real Estate, subject only to Permitted Encumbrances;

(e) The Administrative Agent shall have received an appraisal (based upon the fair market value and the Liquidation Value) of such Real Estate complying with the requirements of fore by a third party appraiser reasonably acceptable to the Administrative Agent and otherwise in form and substance reasonably satisfactory to the Administrative Agent;

(f) Such Real Estate is used by a U.S. Borrower for offices or as a Store or distribution center;

(g) As to any particular property, the applicable U.S. Borrower is in compliance with the representations, warranties and covenants set forth in the mortgage relating to such Real Estate;

(h) The Collateral Agent shall have received American Land Title Association/American Congress on Surveying and Mapping form surveys, for which all necessary fees (where applicable) have been paid, certified to the Collateral Agent and the issuer of the Mortgage Policies in a manner reasonably satisfactory to the Collateral Agent by a land surveyor duly registered and licensed in the jurisdictions in which the property described in such surveys is located and reasonably acceptable to the Collateral Agent, showing all buildings and other improvements, the location of any easements, parking spaces, rights of way, building set-back lines

and other dimensional regulations and the absence of encroachments, either by such improvements or on to such property, and other defects, other than encroachments and other defects reasonably acceptable to the Collateral Agent;

(i) The Administrative Agent shall have received a Phase I Environmental Site Assessment in accordance with ASTM Standard E1527-05, in form and substance reasonably satisfactory to the Administrative Agent, from an environmental consulting firm reasonably acceptable to the Administrative Agent, which report shall identify recognized environmental conditions and shall to the extent possible quantify any related costs and liabilities, associated with such conditions and the Administrative Agent shall be satisfied with the nature and amount of any such matters; provided, that if the ABL Agent and/or the Borrowers furnish to the Administrative Agent any Phase I Environmental Site Assessment conducted by the ABL Agent or its retained professionals in accordance with the DIP ABL Credit Agreement, the Administrative Agent and the Lenders shall utilize such Phase I Environmental Site Assessment conducted by the ABL Agent or its retained professionals. The Administrative Agent may, upon the receipt of a Phase I Environmental Site Assessment require the delivery of further environmental assessments or reports to the extent such further assessments or reports are recommended in the Phase I Environmental Site Assessment; provided, that if the ABL Agent and/or the Borrowers furnish to the Administrative Agent any further environmental assessments or reports conducted by the ABL Agent or its retained professionals in accordance with the DIP ABL Credit Agreement, the Administrative Agent and the Lenders shall utilize such environmental assessments or reports conducted by the ABL Agent or its retained professionals; and

(j) The applicable U.S. Borrower shall have delivered to the Collateral Agent evidence of flood insurance naming the Collateral Agent as mortgagee as required by the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect, which shall be reasonably satisfactory in form and substance to the Collateral Agent.

"Eligible Trade Receivables" means (x) prior to the Discharge of ABL Obligations, "Eligible Trade Receivables" as defined under the DIP ABL Credit Agreement, and (y) thereafter Accounts arising from the sale of the Loan Parties' Inventory (but excluding, for the avoidance of doubt, Credit Card Receivables) that satisfy the following criteria at the time of creation and continue to meet the same at the time of such determination: each such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from an account debtor, and in each case originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (t) below. Without limiting the foregoing, to qualify as an Eligible Trade Receivable, an Account shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Loan Parties to reduce the amount of such Eligible Trade Receivable. For the avoidance of doubt, Eligible Trade Receivables shall not include any Franchise Receivables. Except as otherwise agreed by the Administrative Agent, any Account included within any of the following categories shall not constitute an Eligible Trade Receivable:

(a) Accounts that are not evidenced by an invoice;

(b) Accounts that have been outstanding for more than ninety (90) days from the date of invoice or more than sixty (60) days past the due date;

(c) Accounts due from any account debtor for which more than fifty percent (50%) of the Accounts owing from such account debtor are ineligible pursuant to clause (b), above;

(d) All Accounts owed by an account debtor and/or its Affiliates together to the extent such Accounts exceed (x) thirty percent (30%), or (y) with respect to any of the Specified Account Debtors, fifty percent (50%) (or such higher percentages now or hereafter established by the Administrative Agent for any particular account debtor) of the amount of all Accounts at any one time (but the portion of the Accounts not in excess of the applicable percentages may be deemed Eligible Trade Receivables, in the Administrative Agent's reasonable discretion); provided that no portion of any Accounts owed by any Investment Grade Account Debtor shall be deemed ineligible solely by reason of this clause (d);

(e) Accounts (i) that are not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges), or (ii) with respect to which a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (x) Liens granted to the Collateral Agent pursuant to the Security Documents, (y) DIP Term Loan Liens and (z) Prepetition Permitted Senior Liens);

(f) Accounts which are disputed or with respect to which a claim, counterclaim, offset or chargeback has been asserted, but only to the extent of such dispute, counterclaim, offset or chargeback;

(g) Accounts which arise out of any sale made not in the ordinary course of business or are not payable in Dollars or, as regards Canadian Loan Parties, Canadian Dollars;

(h) Other than as set forth in clause (o) below, Accounts which are owed by any account debtor whose principal place of business is not within the United States or Canada;

(i) Accounts which are owed by any Affiliate or any employee of a Loan Party;

(j) Accounts for which all consents, approvals or authorizations of, or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the performance of such Account by the account debtor or in connection with the enforcement of such Account by the Collateral Agent have not been duly obtained, effected or given and are not in full force and effect;

(k) Accounts due from an account debtor which is the subject of any bankruptcy or insolvency proceeding, has had a trustee, interim receiver, receiver, monitor or similar Person appointed for all or a substantial part of its property, has made an assignment for the benefit of creditors or has suspended its business;

(l) Accounts due from any Governmental Authority except to the extent that (i) the subject account debtor is the federal government of the United States and the relevant Loan Party has complied with the Federal Assignment of Claims Act of 1940, (ii) the subject account debtor is His Majesty in right of Canada or any provincial or local Governmental Authority, or any ministry, in each case, in Canada, and the relevant Loan Party has complied with the particular prescriptions of the Financial Administration Act (Canada) and/or any analogous Canadian provincial, territorial, or municipal legislations and regulations, or (iii) the subject account debtor is another Governmental Authority and the relevant Loan Party has complied with all applicable Laws analogous to those otherwise described in this clause (l);

(m) Accounts (i) owing from any Person that is also a supplier to or creditor of a Loan Party or any of its Subsidiaries, but only to the extent of the indebtedness owed to such supplier or creditor, unless such Person has waived any right of setoff in a manner reasonably acceptable to the Administrative Agent or (ii) representing any manufacturer's or supplier's credits, discounts, incentive plans or similar arrangements entitling a Loan Party or any of its Subsidiaries to discounts on future purchase therefrom;

(n) Accounts arising out of sales on a bill-and-hold, guaranteed sale, sale-or-return, sale on approval or consignment basis or subject to any right of return, set off or charge back, but only to the extent of such right of return, set off, or charge back;

(o) Accounts arising out of sales to account debtors outside the United States or Canada unless such Accounts are fully backed by one or more irrevocable letters of credit on terms, and issued by a financial institution, reasonably acceptable to the Administrative Agent and each such irrevocable letter of credit is in the possession of the Administrative Agent**;**

(p) Accounts (i) evidenced by a promissory note or other instrument, or (ii) that do not conform to all representations, warranties or other provisions in the Loan Documents relating to Accounts;

(q) Accounts consisting of amounts due from vendors as rebates or allowances;

(r) Accounts with respect to which the account debtor is a Sanctioned Person or Sanctioned Entity;

(s) Accounts that constitute, evidence, arise from or otherwise relate to any Tariff Refund Asset or Tariff Refund Proceeds; or

(t) Accounts which the Administrative Agent determines in its reasonable discretion to be unacceptable for borrowing.

"Eligible Warehoused Inventory" means (x) prior to the Discharge of ABL Obligations, "Eligible Warehoused Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, Inventory not intended to be sold at retail in a Store location or on an e-commerce site, subject to a fully perfected first priority security interest in favor of the Collateral Agent for the benefit of the Credit Parties, and located in a warehouse in the United States or Canada which is either owned by a Borrower or maintained pursuant to an agreement between a Borrower and the owner of such warehouse (including an agreement between a Borrower and an agent of such Borrower which stores such Inventory on its premises pending instructions from such Borrower as to its sale to a wholesale vendor) with respect to which (i) either (a) no negotiable or non-negotiable document covering the goods has been issued or (b) in the event a negotiable or non-negotiable document covering the goods has been issued, there has been created in favor of the Collateral Agent for the benefit of the Credit Parties a perfected first priority security interest in such document pursuant to the Uniform Commercial Code and/or the PPSA in all applicable jurisdictions and all other applicable Law (in addition to the security interest in the goods), (ii) the Administrative Agent has received a Collateral Access Agreement from the owner and/or operator of such warehouse (unless waived in writing by the Administrative Agent), and (iii) which otherwise would constitute Eligible Inventory.

"Environmental Compliance Reserve" means, with respect to Eligible Real Estate, any reserve which the Agents, from time to time in their reasonable discretion establish for estimable amounts that are reasonably expected to be expended by any of the Loan Parties in order for such Loan Party and its operations and property (a) to comply with any notice from a Governmental Authority asserting non-compliance with Environmental Laws, or (b) to correct any such non-compliance with Environmental Laws.

"Environmental Laws" means any and all federal, state, provincial, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" has the meaning set forth in the Security Agreement or the Canadian Security Agreement, as applicable.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with any Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Sections 412 and 4971 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification to the Lead Borrower or any ERISA Affiliate that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination of a Pension Plan or a Multiemployer Plan under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Lead Borrower or any ERISA Affiliate; or (g) the determination that any Pension Plan is considered to be an "at-risk" plan, or that any Multiemployer Plan is considered to be in "endangered" or "critical" status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 or 305 of ERISA.

"Erroneous Payment" has the meaning provided in Section 9.17.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof.

"Events and Circumstances" has the meaning specified in the definition of "Material Adverse Effect."

"Excess Availability" means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

(a) the Global Line Cap;

minus

(b) the sum of the (i) ABL Total Outstandings plus (ii) Total Outstandings.

"Excluded Accounts" means (a) DDAs maintained in the ordinary course of business containing cash amounts that do not exceed at any time $50,000 for any such account and $250,000 in the aggregate for all such accounts under this clause (a), (b) DDAs specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Loan Party's employees and (c) DDAs established solely to receive and hold third-party-owned or third-party-remittable Tariff Refund Proceeds, provided that, in the case of this clause (c), (i) no funds other than such third-party-owned or third-party-remittable Tariff Refund Proceeds are deposited therein, (ii) no Loan Party has any economic interest therein other than bare legal title or collection-agent capacity, (iii) the applicable Loan Party has delivered to the Administrative Agent copies of all agreements with such third parties, (iv) the applicable Loan Party delivers monthly account statements and remittance reports to the Administrative Agent, and (v) all amounts not required to be remitted to third parties are transferred to a DDA that is subject to a Blocked Account Agreement in favor of the Collateral Agent within one Business Day after receipt.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or Canada

or any similar tax imposed by any other jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such tax, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Lead Borrower under Section 10.13), any withholding tax (other than any Canadian federal withholding Tax) that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding tax pursuant to Section 3.01(a), (d) Taxes imposed on such recipient that are or is attributable to such recipient's failure to comply with the requirements of Section 3.01(e), (e) any U.S. federal, state or local backup withholding tax, (f) any U.S. federal withholding tax imposed under FATCA, and (g) any Canadian withholding tax that is imposed on amounts payable to a Lender as a result of such Lender (i) not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Loan Party, or (ii) being a "specified non-resident shareholder" of a Loan Party or a non-resident person not dealing at arm's length with a "specified shareholder" of a Loan Party (in each case within the meaning of the Income Tax Act (Canada)) (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder", or does not deal at arm's length with a "specified shareholder", as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Executive Order" has the meaning set forth in Section 10.22.

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), condemnation awards (and payments in lieu thereof), indemnity payments, any purchase price adjustments, any Tariff Refund Proceeds and any refund, credit, duty drawback, reimbursement, settlement, judgment, award or other payment in respect of customs duties, tariffs, fees, charges or similar amounts.

"Facility Guaranty" means (i) the Debtor-in-Possession Guaranty dated as of the Closing Date made by the Guarantors party thereto in favor of the Administrative Agent and the other Credit Parties, (ii) the Canadian Guaranty, and (iii) each other Guaranty hereafter made by a Guarantor in favor of the Administrative Agent and the other Credit Parties, in form reasonably satisfactory to the Administrative Agent.

"Factored Receivables" means any Accounts originally owed or owing by a Loan Party to another Person which have been purchased by or factored with Wells Fargo Bank or any of its Affiliates pursuant to a factoring arrangement or otherwise with the Person that sold the goods or rendered the services to the Loan Party which gave rise to such Account.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the Code, and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one one-hundredth (1/100) of one percent (1%)) charged to major financial institutions reasonably acceptable to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the letter agreement, dated as of the Closing Date, among the Borrowers and the Agents, as such letter agreement is amended, modified or supplemented from time to time.

"FF&E" means all furniture, trade fixtures and Equipment.

"Final Order" means the order of the Bankruptcy Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Administrative Agent and which has not been reversed, vacated, or stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the superpriority of the claims of the Agents and Credit Parties, subject only to the Carve Out and, in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Financial Advisor" has the meaning specified in Section 6.26.

"FIRREA" means the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended from time to time.

"First Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of February 29, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Fiscal Month" means any fiscal month of any Fiscal Year, which month shall generally end on the Saturday closest to the last day of each calendar month in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year, which quarters shall generally end on the Saturday closest to the last day of each April, July, October and January of such Fiscal Year in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Year" means the fifty-two (52) or fifty-three (53) week period that ends on the Saturday closest to January 31st of each calendar year.

"Flood Certificate" means a "Standard Flood Hazard Determination Form (Life-of-Loan)" of the Federal Emergency Management Agency and any successor Governmental Authority performing a similar function.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004, and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, as each of the foregoing is now or hereafter in effect and any successor statute to any of the foregoing.

"Floor" means a per annum rate of interest equal to 2.0%.

"Foreign Assets Control Regulations" has the meaning set forth in Section 10.22.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Representative" has the meaning set forth in the recitals.

"Foreign Vendor" means a Person that sells In-Transit Inventory to a Borrower.

"Foreign Vendor Agreement" means an agreement between a Foreign Vendor and the Collateral Agent in form and substance satisfactory to the Collateral Agent and pursuant to which, among other things, the parties shall agree upon their relative rights with respect to In-Transit Inventory of a Borrower purchased from such Foreign Vendor.

"Fourth Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of September 24, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Franchise Agreements" has the meaning set forth for such term in the Security Agreement.

"Franchise Receivables" means all Accounts and "payment intangibles" (as defined in the UCC), which are due from franchisees of the Loan Parties for royalties, goods sold and received and other amounts due to the Loan Parties under applicable Franchise Agreements.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Global Line Cap" means, at any time of determination, the lesser of (i) the sum of (A) the ABL Aggregate Commitments plus (B) the Total Outstandings, in each case, at such time, and (ii) the Aggregate Borrowing Base, at such time.

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor" means each Subsidiary of the Lead Borrower listed on Schedule 1.01 annexed hereto and each other Subsidiary of the Lead Borrower that shall be required to execute and deliver a Facility Guaranty or Facility Guaranty supplement pursuant to Section 6.12.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hong Kong Share Pledge" means that certain Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 4, 2020, by and among the Lead Borrower, thechildrensplace.com, inc. and the Administrative Agent, as amended by that certain Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 16, 2025 and that certain Second Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of March 13, 2026.

"Hong Kong Subordinated Notes" means, collectively, (a) that certain promissory note, dated as of March 19, 2024, issued by the Lead Borrower in favor of The Children's Place (Hong Kong) Limited and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (b) that certain promissory note, dated as of June 17, 2022, issued by the Lead Borrower in favor of TCP Worldwide and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (c) that certain promissory note, dated as of June 16, 2022, issued by the Lead Borrower in favor of The Children's Place (Barbados) Inc., and (d) that certain promissory note, dated as of June 15, 2022, issued by the Lead Borrower in favor of TCP Investment Canada I Corp., in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement and the Hong Kong Subordination Agreement.

"Hong Kong Subordination Agreement" means that certain Third Amended and Restated Subordination Agreement, dated as of December 16, 2025, among thechildrensplace.com, inc., The Children's Place (Barbados) Inc., and TCP Investment Canada I Corp., as junior lenders, the Administrative Agent and the ABL Agent, as senior agents, and acknowledged and agreed to by the Loan Parties.

"Immaterial Intellectual Property" means immaterial intellectual property rights that in the commercially reasonable business judgment of the applicable Loan Party are no longer used or necessary in the business of the Loan Parties or any Subsidiary and it is no longer economically practicable or commercially desirable to maintain or use such Intellectual Property in the business of any Loan Party or its Subsidiaries (taken as a whole).

"In-Transit Inventory" means Inventory of a Borrower which is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrower from a location outside of (x) the continental United States, in the case of a U.S. Borrower, or (y) Canada, in the case of a Canadian Borrower, to a location of a Borrower that is within (a) the continental United States, in the case of a U.S. Borrower, or (b) Canada, in the case of a Canadian Borrower.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, payable in accordance with customary trade practices);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations of such Person, but excluding any obligations of such Person in respect of operating leases;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability

company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.04(a).

"Information" has the meaning specified in Section 10.07.

"Information Certificate" means (a) that certain information certificate dated as of the Closing Date, executed and delivered by the Loan Parties in favor of the Agents, and (b) each other perfection certificate (which shall be in form and substance substantially consistent with the certificate referenced in foregoing clause (a)) executed and delivered by the applicable Loan Party in favor of the Agents.

"Information Officer" means the information officer appointed by the Canadian Court in the Recognition Proceedings pursuant to the Canadian Supplemental Order.

"Initial DIP Term Loan" means a term loan in the principal amount equal to Sixteen Million Dollars ($16,000,000).

"Initial DIP Term Loan Notice" means the notice of Borrowing in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Initial Budget" has the meaning specified in Section 5.05(c).

"Intellectual Property" means the "Intellectual Property Collateral" as defined in the Security Agreement or the Canadian Security Agreement, as applicable. For the avoidance of doubt, Intellectual Property shall not include any "Excluded Property" as defined in the Security Agreement or the Canadian Security Agreement, as applicable.

"Intellectual Property Reserves" means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent's reasonable discretion with respect to Eligible Intellectual Property, including, without limitation, (a) to reflect the impediments to the Administrative Agent's ability to realize upon Eligible Intellectual Property, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Eligible Intellectual Property, (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect the Eligible Intellectual Property or (d) to reflect costs and expenses associated with the Eligible Intellectual Property (including any such costs and expenses that the Administrative Agent determines may need to be paid in connection with the realization upon the Eligible Intellectual Property).

"Intellectual Property Security Agreements" means, collectively, (a) the short-form intellectual property security agreements dated on or prior to the date of the Final Order Entry Date among any one or more Loan Parties and the Collateral Agent and (b) each other short-form intellectual property security agreement entered into after the Closing Date among any one or more Loan Parties and the Collateral Agent, in each case evidencing a Lien in the registered Material Intellectual Property of such Loan Parties in favor of the Collateral Agent.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of December 16, 2025, by and between the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the ABL Agent, as agent for the secured parties under the Prepetition ABL Credit Agreement and the DIP ABL Credit Agreement, and acknowledged and agreed to by the Loan Parties (as ratified and confirmed pursuant to the Orders and the Acknowledgment and Consent of Intercreditor Agreement), as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Intercreditor Provisions" has the meaning specified in Section 8.01(s).

"Interest Payment Date" means (i) the first day of each calendar month, (ii) on any date of prepayment, with respect to the principal amount of the DIP Term Loan being prepaid; and (iii) on the Termination Date.

"Interest Period" means, as to the DIP Term Loan, the period commencing on the Closing Date and ending on the last day of such calendar month and the last day of each calendar month thereafter; provided that each such period after such initial period shall commence on the day after the immediately preceding period expires; provided further, that no Interest Period shall extend beyond the Termination Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made.

"Interim Order" means, the order of the Bankruptcy Court entered in the Cases after an interim hearing, substantially in the form attached hereto as Exhibit I and/or otherwise in form and substance satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto approved by the Administrative Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" has the meaning given that term in the UCC or the PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Inventory Advance Rate" means the product of (a) one hundred and two and one-half percent (102.5%) and (b) the product of one hundred percent (100%) multiplied by the inverse of the projected prevailing discount for the following week applied to such Inventory, as determined by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion.

"Inventory Reserves" means such reserves as may be established from time to time by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion with respect to the determination of the saleability, at retail or wholesale, as applicable, of the Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory or which reflect such other factors as affect the realizable value of such applicable Inventory.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) any Acquisition, or (d) any other investment of money or capital in order to obtain a profitable return. For purposes of covenant compliance,

the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Banker" has the meaning specified in Section 6.26.

"Investment Grade Account Debtor" means an account debtor that, at the time of determination, has a corporate credit rating and/or family rating, as applicable, of BBB- or higher by S&P or Baa3 or higher by Moody's.

"IRS" means the United States Internal Revenue Service.

"Joinder Agreement" means an agreement, substantially in the form attached hereto as Exhibit F, pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Administrative Agent may determine.

"Judgment Currency" has the meaning specified in Section 10.27.

"Laws" means each international, foreign, federal, state, provincial, territorial, municipal, and local statute, treaty, rule, guideline, regulation, ordinance, code and administrative or judicial precedent or authority, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and each applicable administrative order, directed duty, request, license, authorization and permit of, and agreement with, any Governmental Authority, in each case whether or not having the force of law.

"Lead Borrower" has the meaning assigned to such term in the preamble of this Agreement.

"Lease" means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lender" has the meaning specified in the introductory paragraph hereto.

"Lender Group Consultant" has the meaning specified in Section 6.27.

"Lender Insurance" has the meaning specified therefor in Section 6.07.

"Lender Professional Fees" means all reasonable and documented fees, costs, charges, disbursements and expenses of counsel, financial advisors, consultants (including any Lender Group Consultant), appraisers, field examiners and other professionals and advisors retained by or on behalf of any Agent, any Lender or any other Credit Party, or any "Credit Party" under (and as defined in) the Prepetition Credit Agreement, in each case whether payable under this Agreement, the other Loan Documents, the Prepetition Credit Agreement or the Orders (including any such amounts payable as adequate protection or otherwise pursuant to the Orders), and including any such amounts constituting Credit Party Expenses.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Lead Borrower and the Administrative Agent.

"Lien" means (a) any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing) and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or "going out of business", "store closing" or other similarly themed sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Liquidation Value" means, as to any Eligible Real Estate, the six (6) month liquidation value of such Eligible Real Estate (which appraisal shall assume, among other things, a marketing time for such Eligible Real Estate of not greater than six (6) months) as set forth in the most recent appraisal of such Eligible Real Estate as determined from time to time by an independent appraisal firm engaged by, and reasonably acceptable to, the Administrative Agent, which appraisal shall be in form and contain assumptions and appraisal methods reasonably satisfactory to the Administrative Agent; provided that the Liquidation Value of Eligible Real Estate shall in no event exceed the maximum amount of the Obligations at any time specified to be secured by a Mortgage thereon.

"Loan Account" has the meaning assigned to such term in Section 2.11(a).

"Loan Documents" means this Agreement, each Note, the Fee Letter, the Intercreditor Agreement, the Acknowledgment and Consent of Intercreditor Agreement, all Borrowing Base Certificates, all Compliance Certificates, the Blocked Account Agreements, the Credit Card Notifications, the Security Documents, the Hong Kong Subordination Agreement, the Post-Closing Letter, the Mithaq Subordination Agreement, the Initial DIP Term Loan Notice, each Facility Guaranty, the Information Certificate, and any other instrument, document, certificate or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction arising out of any Cash Management Services and Bank Products provided by a Lender or any of its Affiliates or branches, each as amended and in effect from time to time.

"Loan Parties" means, collectively, the Borrowers and each Guarantor.

"Loan Party Advisor" and "Loan Party Advisors" have the meanings specified in Section 6.26.

"Margin Stock" is as defined in Regulation U of the FRB as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Loan Parties and their Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material impairment of the rights and remedies of the Agents or the Lenders under any Loan Document or a material adverse effect on (i) the Collateral, (ii) the validity, perfection or priority of any Lien granted by any Loan Party in favor of any Agent on any material portion of the Collateral, or (iii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a

party. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect. Notwithstanding the foregoing, the filing of the Cases, any defaults under prepetition agreements that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, any events disclosed in any first day pleadings or declarations filed in connection with the Cases on the Petition Date, and the events specifically described in the Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Motions, filed with the Bankruptcy Court on or about the Petition Date, obtaining the Canadian Interim Stay Order, commencing the Recognition Proceedings and the events specifically described in the Affidavit of Rudolph Morando filed in support of the Canadian Interim Stay Order, the Canadian Initial Recognition Order and the Canadian Supplemental Order (collectively, the "Events and Circumstances") will, individually and collectively, not be deemed to have a Material Adverse Effect.

"Material Contract" means, with respect to any Person, each contract (including any Franchise Agreements and Intellectual Property licensing agreements) to which such Person is a party, the termination or breach of which would be reasonably likely to result in a Material Adverse Effect, but excluding the DIP ABL Loan Documents.

"Material Indebtedness" means (a) the ABL Obligations (it being understood that the ABL Obligations shall be deemed to be "Material Indebtedness" until the Discharge of ABL Obligations), (b) all Indebtedness under the Mithaq Subordinated Notes, and (c) any other Indebtedness (other than the Obligations and any Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness") of the Loan Parties in an aggregate principal amount exceeding $1,500,000. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof. For the avoidance of doubt, no obligations secured by or payable in respect of the CCAA Priority Charges or any other charge granted by the Canadian Court in the Recognition Proceedings shall constitute Material Indebtedness.

"Material Intellectual Property" means Intellectual Property that is exclusively owned by a Loan Party and material to the conduct of business of the Loan Parties, taken as a whole (which, for the avoidance of doubt, does not include Immaterial Intellectual Property).

"Maturity Date" means the earliest of (a) March 1, 2027, (b) the effective date of a Chapter 11 plan of reorganization in any of the Cases, and (c) the closing of a sale of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, or otherwise, (d) the date that is thirty (30) days after the Petition Date if the Final Order Entry Date has not occurred on or prior to such date, and (e) the date of dismissing any of the Cases or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code.

"Maximum Rate" has the meaning provided therefor in Section 10.09(a).

"Milestone" and "Milestones" have the meanings specified in Section 6.23.

"Minimum Excess Availability" has the meaning provided therefor in Section 7.19.

"Mithaq" means Mithaq Capital SPC, a Cayman segregated portfolio company.

"Mithaq Commitment Letter" means that certain Commitment Letter, dated as of May 2, 2024, as amended by that certain Amendment No. 1 to Commitment Letter dated as of September 10, 2024 between Mithaq and the Lead Borrower, Amendment No. 2 to Commitment Letter dated as of September 4, 2025

between Mithaq and the Lead Borrower, and Amendment No. 3 to Commitment Letter dated as of December 16, 2025 between Mithaq and the Lead Borrower, and as may be further amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement.

"Mithaq Subordinated Notes" means, collectively, (i) the First Mithaq Subordinated Note, (ii) the Second Mithaq Subordinated Note, (iii) the Third Mithaq Subordinated Note, (iv) the Fourth Mithaq Subordinated Note and (v) the Mithaq Commitment Letter and any promissory notes or similar instruments entered into after December 16, 2025 pursuant to the Mithaq Commitment Letter as in effect on September 24, 2026, so long as (A) the terms of such future Subordinated Indebtedness referred to in the previous clause (v) are no less favorable than the Mithaq Subordinated Notes outstanding on the date of the incurrence of such subordinated debt and (B) such further Subordinated Indebtedness referred to in the previous clause (v) is subject to the Mithaq Subordination Agreement or another subordination agreement in form and substance satisfactory to the Administrative Agent.

"Mithaq Subordination Agreement" means that certain Second Amended and Restated Subordination Agreement, dated as of December 16, 2025, by and among Mithaq, the Administrative Agent, the ABL Agent and the Loan Parties (as amended by that certain First Amendment to Second Amended and Restated Subordination Agreement, dated as of September 24, 2026, and as may be further amended, restated, supplemented or otherwise modified from time to time).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means the Mortgage on the Alabama Property by Services Company in favor of the Collateral Agent for the benefit of the Lenders party to this Agreement.

"Mortgage Policy" has the meaning specified in the definition of Eligible Real Estate.

"Mortgaged Property" means any real property of the Loan Parties which is required to be encumbered by a Mortgage.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Lead Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Net Proceeds" means:

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of any Loan Party or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset by a Lien permitted hereunder which is senior to the Collateral Agent's Lien on such asset and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such transaction (other than Indebtedness under the Loan Documents, the Prepetition ABL Loan Documents and the DIP ABL Loan Documents), (B) to the extent such cash proceeds are received from a Disposition of, or an Extraordinary Receipt received or paid to the account of, ABL Priority Collateral, so long as the Discharge of ABL Obligations has not occurred, the principal amount, premium or penalty, if any, interest and other ABL Obligations, in each case, which are required to be repaid or cash collateralized with any such proceeds, and (C) the reasonable and

customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by any Loan Party to third parties (other than Affiliates); and

(b) with respect to the sale or issuance of any Equity Interest by any Loan Party or any of its Subsidiaries, or the incurrence or issuance of any Indebtedness by any Loan Party or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Loan Party or such Subsidiary in connection therewith.

"New Headquarters Lease" means that certain Lease Agreement, dated as of March 11, 2009, by and between Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), as the landlord, and Services Company, as the tenant, for the leased premises located at 500 Plaza Drive, Secaucus, New Jersey (as modified pursuant to the terms of the New Headquarters Lease Side Letter and New Headquarters Sixth Modification Agreement).

"New Headquarters Lease Guaranty" means that certain Guaranty, dated as of March 11, 2009, made by the Lead Borrower in favor of Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.) (as modified pursuant to the terms of the New Headquarters Lease Side Letter and the New Headquarters Sixth Modification Agreement), pursuant to which the Lead Borrower guarantees the payment and performance of all obligations of Services Company under the New Headquarters Lease, in the form attached hereto as Schedule 1.04.

"New Headquarters Lease Side Letter" means that certain letter agreement, dated as of March 11, 2009, by and among the Lead Borrower, Services Company and Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), in the form attached hereto as Schedule 1.05.

"New Headquarters Sixth Modification Agreement" means that certain agreement, dated as of January 23, 2024, by and among Services Company and Hancock S-REIT SECA LLC.

"NOLV" means, with respect to Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory ,the appraised orderly liquidation value of such Inventory (expressed as a percentage of the Cost of such Inventory as set forth in the inventory stock ledger of the Lead Borrower or the Canadian Borrowers, as applicable), net of costs and expenses to be incurred in connection with any such liquidation, which value shall be determined from time to time, subject to the last sentence of Section 6.10(b), by the most recent reasonably acceptable appraisal undertaken by an independent appraiser engaged by the ABL Agent or, subject to Section 6.10(b), the Administrative Agent.

"Non-Consenting Lender" has the meaning provided therefor in Section 10.01.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means (a) all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the DIP Term Loan (including guarantee obligations, payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs, expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of

any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, costs, expenses and indemnities are allowed claims in such proceeding and (b) any Other Liabilities; provided that the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Orders" means, collectively, the Interim Order and the Final Order, or either of them individually, as the context may require.

"Organization Documents" means, (a) with respect to any corporation, or other body corporate, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

"Other Liabilities" means any obligation on account of (i) any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries and/or (ii) any transaction with any Lender or any of their respective Affiliates or branches, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except such taxes imposed with respect to an assignment (other than an assignment pursuant to Section 10.13) as a result of a recipient's present or former connection with the jurisdiction imposing such tax.

"Participant" has the meaning specified in Section 10.06(d).

"Patriot Act" has the meaning specified in Section 5.27.

"Payment in Full" means the payment in Dollars in full in cash or immediately available funds of all outstanding obligations (excluding contingent indemnification obligations for which a claim has not then been asserted). "Paid in Full" shall have the correlative meaning.

"Payment Recipient" has the meaning provided in Section 9.17.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PCAOB" means the Public Company Accounting Oversight Board.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Borrower or any ERISA Affiliate or to which any Borrower or any ERISA Affiliate

contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Borrowing Base Encumbrances" means Liens described in clauses (a), (g), (n) and (s)(i) of the definition of "Permitted Encumbrances" and clause (s)(ii) of the definition of "Permitted Encumbrances" relative only to (w) clause (c)(i), (x) clause (c)(ii) solely as such clause (c)(ii) relates to exclusive licenses in favor of Amazon.com, unless otherwise agreed to in writing by the Administrative Agent, (y) clause (c)(iv) solely as such clause (c)(iv) relates to non-exclusive licenses permitted thereunder (it being understood and agreed that all license agreements listed on Schedule 5.17(b) as of the Closing Date are non-exclusive), and (z) clause (c)(v), in each case, of the definition of "Permitted Disposition.

"Permitted Disposition" means any of the following:

(a) Dispositions of Inventory in the ordinary course of business (provided that the foregoing shall not include bulk or "going out of business" sales of Inventory);

(b) Dispositions pursuant to (i) the Specified Store Closing Sales and (ii) the Permitted Sale, in each case in accordance with the Specified Liquidation Agreement and/or the Purchase Agreement (as applicable), the Approved Budget (subject to the Permitted Variance), the Milestones, the Orders and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders; provided that, no Stores may be removed from the Specified Liquidation Agreement and the Specified Store Closing Sales, in each case, without the reasonable consent of the Administrative Agent; provided further that no FF&E (as defined in the Specified Liquidation Agreement) may be Disposed of without the reasonable consent of the Administrative Agent.

(c) (i) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Subsidiaries in the ordinary course of business, (ii) exclusive licenses (within a specific and defined field of use) of Intellectual Property within the United States or Canada in connection with wholesale arrangements (but not, for the avoidance of doubt, in connection with retail store or e-commerce operations), (iii) exclusive licenses (within a specific and defined field of use) of Intellectual Property in jurisdictions outside of the United States and Canada for the use of such Intellectual Property, in each case of the preceding clauses (i), (ii) and (iii), on an arm's length basis in the ordinary course of business and on terms and conditions that do not restrict the Agents' right to utilize and/or dispose of such Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof, (iv) licenses set forth on Schedule 5.17(b) hereto, (v) Franchise Agreements set forth on Schedule 5.17(b) hereto, and (vi) the Zeavion License, in each case of the preceding clauses (i) through (vi), as in effect on the Petition Date;

(d) licenses for the conduct of licensed departments within the Loan Parties' Stores in the ordinary course of business, in each case, as in effect on the Petition Date; provided that, if requested by the Agents, the Agents shall have entered into an intercreditor agreement with the Person operating such licensed department on terms and conditions reasonably satisfactory to the Agents;

(e) Subject to the provisions of clause (b) above with respect to furniture, fixtures and equipment, Dispositions of Equipment in the ordinary course of business that is substantially worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Subsidiary and is not replaced with similar property having at least equivalent value;

(f) sales, transfers and Dispositions among the Loan Parties or by any Subsidiary to a Loan Party other than any such sales, transfers or Dispositions from any U.S. Loan Party to any Canadian

Loan Party (unless such sale, transfer or Disposition is being effected to consummate a substantially concurrent sale, transfer or Disposition otherwise permitted hereunder);

(g) sales, transfers and Dispositions of or by any Subsidiary which is not a Loan Party to another Subsidiary that is not a Loan Party; and

(h) the abandonment, cancellation or lapse of or similar action or non-action that results in the failure to preserve, renew, maintain or register any Immaterial Intellectual Property of any Loan Party or any of its Subsidiaries.

Notwithstanding anything to the contrary contained in this definition:

(A) except as provided in clauses (b)(ii), (c)(i), (c)(iii), (c)(iv), (d) and (h) above, no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) such transfer, sale or disposition is permitted under the DIP ABL Credit Agreement;

(B) no other asset included in the determination of the Borrowing Base or the Aggregate Borrowing Base (other than Dispositions described in clause (a) above) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party in compliance with this definition above unless (x) before and after giving effect to any such Disposition, at least three (3) Business Days prior to the consummation of such Disposition, the Lead Borrower shall have delivered to the Administrative Agent an updated Borrowing Base Certificate excluding the assets subject to such Disposition from the calculations thereunder; and

(C) no inventory, equipment, fixtures or furniture shall be the subject of any transfer, sale or disposition through a third-party ecommerce platform (including, without limitation, Amazon.com or an equivalent platform) outside the ordinary course of business, not consistent with past practice and at a discount without the consent of the Administrative Agent.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by applicable Law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04;

(c) Pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by ERISA or by applicable Law relating to Canadian Pension Plans;

(d) Liens or deposits to secure the performance of bids, trade contracts and leases (other than obligations for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder;

(f) Easements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of a Loan Party and such other minor title defects or survey matters that are disclosed by current surveys that, in each case, do not materially interfere with the current use of the real property;

(g) Liens existing on the Closing Date and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is otherwise permitted hereunder;

(h) Liens on fixed or capital assets acquired by any Loan Party which are permitted under clause (d) of the definition of Permitted Indebtedness so long as (i) the Indebtedness secured thereby does not exceed the cost of acquisition of such fixed or capital assets and (ii) such Liens shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favor of (i) the Collateral Agent securing the Obligations and (ii) SLR, in its capacity as collateral agent under the Prepetition Credit Agreement securing the Prepetition Obligations;

(j) Landlords' and lessors' Liens in respect of rent not in default;

(k) Possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Closing Date and Permitted Investments, provided that such liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens arising solely by virtue of any statutory or common law provisions relating to banker's liens, liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(m) Liens arising from precautionary UCC or PPSA filings regarding "true" operating leases;

(n) Liens granted in the ordinary course of business solely on the unearned portion of insurance premiums, which Liens secure the financing of insurance premiums to the extent such financing is permitted under clause (k) of the definition of Permitted Indebtedness;

(o) Liens referred to in Schedule B of the Mortgage Policy insuring the Mortgage;

(p) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii)(A) that are being contested in good faith by appropriate proceedings, (B) the applicable Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) the DIP ABL Liens;

(r) [reserved];

(s) (i) the Zeavion License and (ii) licenses of Intellectual Property permitted under clause (c) of the definition of "Permitted Disposition";

(t) the Prepetition Permitted Prior Liens (as defined in the Orders);

(u) the CCAA Priority Charges; and

(v) the Adequate Protection Liens (as defined in the Orders).

Notwithstanding anything to the contrary, except as provided in any one or more of clauses (i), (q), (t), (u) and (v) above, the term "Permitted Encumbrances" shall not include any Lien securing obligations for borrowed money.

"Permitted Holders" means the Persons set forth on Schedule 1.02 annexed hereto.

"Permitted Indebtedness" means:

(a) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03;

(b) (i) Indebtedness of any Loan Party to any other Loan Party; provided that such Indebtedness shall (A) be evidenced by such documentation as the Administrative Agent may reasonably require, (B) constitute "Collateral" under this Agreement and the Security Documents, (C) be on terms (including subordination terms) reasonably acceptable to the Administrative Agent, and (D) be otherwise permitted pursuant to Section 7.03, and (ii) Indebtedness of a Subsidiary or Affiliate of a Loan Party that is not a Loan Party to another Subsidiary or Affiliate of a Loan Party that is not a Loan Party;

(c) [reserved];

(d) [reserved];

(e) [reserved];

(f) Subordinated Indebtedness (including, without limitation, Indebtedness under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) outstanding as of the Petition Date so long as such Indebtedness is at all times subject to the subordination agreement applicable thereto;

(g) the Prepetition Senior Debt;

(h) the Obligations;

(i) Indebtedness of the Loan Parties incurred under the DIP ABL Loan Documents in an aggregate principal amount (when taken together with Indebtedness of the Loan Parties incurred under the Prepetition ABL Credit Agreement outstanding as of the Closing Date) not to exceed the Maximum ABL Loan Facility Amount (as defined in the Intercreditor Agreement);

(j) [reserved];

(k) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries in the ordinary course of the Loan Parties' business, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(l) the New Headquarters Lease Guaranty; and

(m) all obligations and liabilities of any Loan Party secured by, or otherwise payable in respect of, the CCAA Priority Charges.

"Permitted Investments" means:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States or Canadian government is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States or under the laws of Canada or any province thereof and, in each case, (i) rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, and (ii) with maturities of not more than 180 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit, guaranteed investment certificates or bankers' acceptances of, any commercial bank that (i) (A) is a Lender, (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, or (C) is organized under the federal laws of Canada, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(e) Investments, classified in accordance with GAAP as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, or similar applicable Law in Canada which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (d) above;

(f) Investments existing on the Closing Date, and set forth on Schedule 7.02, but not any increase in the amount thereof or any other modification of the terms thereof;

(g) (i) Investments by any Loan Party and its Subsidiaries in their respective Subsidiaries outstanding on the Closing Date, and (ii) additional Investments by any Loan Party and its Subsidiaries in any other Loan Party; provided that such Investments made by any U.S. Loan Party in any Canadian Loan Party shall be made only in the ordinary course of business consistent with the past practices of the Loan Parties;

(h) [reserved];

(i) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness;

(j) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(k) Guarantees constituting Permitted Indebtedness; and

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

provided, however, that notwithstanding the foregoing, no such Investments specified in clauses (a) through (e) shall be permitted unless such Investments are pledged to the Collateral Agent as additional Collateral for the Obligations pursuant to such agreements as may be reasonably required by the Collateral Agent.

Notwithstanding anything to the contrary contained in this definition, (A) no Material Intellectual Property shall be the subject of any Investment in any non-Loan Party (unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted hereunder), and (B) no other asset included in the determination of any Borrowing Base or any ABL Borrowing Base shall be the subject of any Investment to any non-Loan Party without the Administrative Agent's prior consent.

"Permitted Sale" means (a) the sale of all or substantially all of the Loan Parties' business assets pursuant to the Purchase Agreement or another similar sale as approved by the Bankruptcy Court and the Administrative Agent; provided that any sale pursuant to the Purchase Agreement or as otherwise approved by the Bankruptcy Court and the Administrative Agent shall either (x) be for cash consideration to be paid at the closing of such sale in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations and shall not be subject to any financing contingencies, or (y) be consented to in writing by the Administrative Agent, or (b) a transaction or transactions on terms and conditions acceptable to the Administrative Agent combining the sale of all or substantially all of the Loan Parties' Inventory, equipment, Real Estate and Intellectual Property and the permanent closing of all or a

portion of the Loan Parties' Stores and the sale of all Collateral of the Loan Parties located therein through the retention by the Loan Parties of one or more Approved Liquidators, as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code, which transaction shall be (x) in the form of an "equity bid" including a payment at closing in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations or (y) consented to in writing by the Administrative Agent. In the case of clauses (a) and (b) above, all of the Net Proceeds of such Permitted Sale (in an amount equal to the outstanding balance of the Obligations and the Prepetition Obligations) shall be paid to the Administrative Agent for application in accordance with the terms and conditions of this Agreement and the Orders.

"Permitted Variance" means the variances from the Approved Budget not prohibited under Section 7.20(a).

"Person" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Petition Date" has the meaning specified in the recitals hereto.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate, other than a Multiemployer Plan.

"Post-Closing Letter" means that certain letter agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent.

"PPSA" means the Personal Property Security Act (Ontario), including the regulations and minister's orders made pursuant thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, "PPSA" means the Personal Property Security Act or such other applicable legislation (including the Civil Code of Quebec and the regulations thereunder) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of a Loan Party constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral);

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation, expropriation or similar proceeding of, any property or asset of a Loan Party constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral), except to the extent any portion of the proceeds therefrom is required to be paid to the holder of a Lien on such property or asset having priority over the Lien of the Collateral Agent in accordance with the Orders and Canadian Recognition Orders (in which event, solely such portion shall be excluded pursuant to this clause (b));

(c) the issuance by a Loan Party of any Equity Interests, other than any such issuance of Equity Interests (i) to a Loan Party or (ii) as a compensatory issuance to any employee, director, or consultant (including under any option plan);

(d) the incurrence by a Loan Party of any Indebtedness for borrowed money other than Permitted Indebtedness; or

(e) the receipt by any Loan Party of any Extraordinary Receipts constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral);

"Prepetition ABL Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 9, 2019 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent, collateral agent L/C issuer and swingline lender.

"Prepetition ABL Loan Documents" means the "Loan Documents" as such term is defined in the Prepetition ABL Credit Agreement.

"Prepetition ABL Obligations" means the "Obligations" as such term is defined in the Prepetition ABL Credit Agreement.

"Prepetition Credit Agreement" means that certain Credit Agreement, dated as of December 16, 2025 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and SLR, as administrative agent and collateral agent.

"Prepetition Facility" means the credit facility advanced under the Prepetition Credit Agreement and the other "Loan Documents" as defined therein.

"Prepetition Obligations" means the "Obligations" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Permitted Senior Liens" means the Liens granted pursuant to the Orders (including the Adequate Protection Liens (as defined in the Orders)) and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, in all cases, granted to the Administrative Agent, the Collateral Agent and the ABL Agent, in their capacities as such under the Prepetition Credit Agreement and the Prepetition ABL Credit Agreement, respectively, in each case subject to the priorities set forth in the Orders, the Canadian Interim Recognition Order, the Canadian Final DIP Recognition Order and the Intercreditor Agreement.

"Prepetition Term Loan" means the aggregate amount of the outstanding "Term Loan" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Total Revolving Outstandings" means the "Prepetition Total Revolving Outstandings" as defined in the DIP ABL Credit Agreement.

"Prepetition Senior Debt" means the Indebtedness under (a) the Prepetition Credit Agreement and (b) the Prepetition ABL Credit Agreement, in each case, subject to the terms of the Intercreditor Agreement.

"Prior Week" means, as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Professional Fee Escrow Account" means a segregated non-interest bearing account established by the Debtors, into which the proceeds of ABL Revolving Loans are deposited and held in accordance with the Orders and the Canadian Recognition Orders, the funds in which shall be held in escrow solely for the benefit of the Case Professionals.

"Provider" has the meaning specified in Section 9.16.

"PTO" means the United States Patent and Trademark Office.

"Purchase Agreement" shall mean (i) the Stalking Horse Purchase Agreement or (ii) such other purchase agreement with respect to the Permitted Sale to be entered into by and among the Loan Parties and such other bidder selected in accordance with the Bid Procedures, as applicable, on terms and conditions acceptable to the Administrative Agent (in its reasonable discretion), as amended and restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified in Section 10.28.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Quebec Deeds of Hypothec" means that certain (a) deed of hypothec, dated as of the Closing Date, between Children's Place Canada and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties) and (b) deed of hypothec, dated as of the Closing Date, between TCP Investment Canada II Corp. and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties).

"Real Estate" means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Realty Reserves" means such reserves as the Administrative Agent from time to time determines in the Administrative Agent's reasonable discretion as being appropriate to reflect the impediments to the Agents' ability to realize upon any Eligible Real Estate. Without limiting the generality of the foregoing, Realty Reserves may include (but are not limited to) (a) Environmental Compliance Reserves, (b) reserves for (i) municipal taxes and assessments, (ii) repairs and (iii) remediation of title defects, and (c) reserves for Indebtedness secured by Liens having priority over the Liens of the Collateral Agent.

"Receivables Reserves" means such Reserves as may be established from time to time by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion with respect to the determination of the collectability in the ordinary course of Eligible Trade Receivables, including, without limitation, on account of dilution.

"Recognition Proceedings" has the meaning set forth in the recitals.

"Register" has the meaning specified in Section 10.06(c).

"Related Intellectual Property" means Intellectual Property of any Loan Party that the Administrative Agent determines in its reasonable discretion is necessary to permit any Agent to enforce its rights and remedies under the Loan Documents with respect to the Collateral or the disposition of which would otherwise adversely affect the NOLV of the Inventory of the Loan Parties.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, consultants and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Remedies Notice Period" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Reports" has the meaning provided in Section 9.11(a).

"Required Lenders" means, as of any date of determination, Lenders holding 50.1% of the Total Outstandings; provided, that at any time there are two (2) or more non-Affiliate Lenders, "Required Lenders" must include at least two (2) non-Affiliate Lenders.

"Reserves" means all Inventory Reserves, Intellectual Property Reserves, Availability Reserves (including the Tariff Refund Reserve), Receivables Reserves and Realty Reserves; provided that "Reserves" shall be without duplication of any "Reserves" as defined in the DIP ABL Credit Agreement.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, chief restructuring officer, chief financial officer or treasurer of a Loan Party or any of the other individuals designated in writing (which writing may be an authorizing resolution duly entered into in connection herewith) to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right

to acquire any such dividend or other distribution or payment. Without limiting the foregoing, "Restricted Payments" with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC or the Government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority (including the Government of Canada), (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the Government of Canada, (c) the United Nations Security Council, (d) the European Union or any European Union member state, (e) His Majesty's Treasury of the United Kingdom, or (f) any other Governmental Authority with jurisdiction over any Credit Party or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Second Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of April 16, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Security Agreement" means the Senior Secured Superpriority Debtor-in-Possession Term Loan Security Agreement dated as of the Closing Date among the Loan Parties and the Collateral Agent.

"Security Documents" means the Security Agreement, the Mortgage, the Intellectual Property Security Agreements, the Blocked Account Agreements, the Credit Card Notifications, the Canadian Security Agreement, the Quebec Deeds of Hypothec, the Hong Kong Share Pledge and each other security agreement, deed of hypothec or other instrument or document executed and delivered to the Collateral Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

"Services Company" means The Children's Place Services Company, LLC, a Delaware limited liability company.

"Settlement Date" has the meaning provided in Section 2.14(a).

"Shareholders' Equity" means, as of any date of determination, Consolidated shareholders' equity of the Lead Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

"Shrink" means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

"SLR" means Crystal Financial LLC d/b/a SLR Credit Solutions and its successors and permitted assigns.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a DIP Term Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (ii) of the definition of "Base Rate").

"Specified Account Debtors" means the account debtors set forth on Schedule 1.06.

"Specified Liquidation Agreement" means that certain Consulting Agreement, dated as of November 3, 2026, by and between the Lead Borrower and the Approved Liquidator, which, among other things, provides for the Specified Store Closing Sales on terms satisfactory to the Administrative Agent (and the Administrative Agent hereby acknowledges such terms with respect to the Specified Store Closing Sales as being conducted as of the date hereof are satisfactory as of the Closing Date), together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified in accordance with this Agreement.

"Specified Store Closing Sales" means the closure of, and liquidation of Inventory and Equipment located at all Stores existing as of the Petition Date, in each case by the Approved Liquidator pursuant to the Specified Liquidation Agreement, solely through in-store sales at such Stores (and not through Amazon or any other online marketplace or other off-site channel without the prior written consent of the Administrative Agent in its reasonable discretion).

"Spot Rate" has the meaning given to such term in Section 1.07 hereof.

"Stalking Horse Bidder" has the meaning assigned to such term in the definition of "Stalking Horse Purchase Agreement."

"Stalking Horse Purchase Agreement" means an agreement between Lead Borrower and a buyer (the "Stalking Horse Bidder"), in form and substance satisfactory to the Administrative Agent, which provides for a Permitted Sale on terms satisfactory to the Administrative Agent, together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

"Store Closures Motion" means a store closure motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving, among other things, the assumption by the Debtors of the Specified Liquidation Agreement.

"Subordinated Indebtedness" means Indebtedness (including, without limitation, Indebtedness arising under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) which is expressly subordinated in right of payment to the prior payment in full of the Obligations and which is in form and on terms approved in writing by the Administrative Agent.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the shares or Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Superpriority Claim" means any administrative expense claim in the Case of any Debtor having priority over any and all administrative expenses, diminution claims and all other priority claims against the Debtors, subject only to the Carve Out and (solely in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada) the CCAA Priority Charges, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject only to and effective upon entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code.

"Supported QFC" has the meaning specified in Section 10.28.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in

accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Tariff Refund Assets" means all rights, claims, receivables, causes of action, choses in action, Accounts, payment intangibles, general intangibles and supporting obligations (each of the foregoing three terms as defined in the UCC or the PPSA, as applicable), tax refunds, customs-duty refunds, tariff refunds, duty drawbacks, protests, petitions, applications, administrative claims, judicial claims, books and records, entry documents, entry summaries, liquidation or reliquidation notices, rulings, correspondence, CBP portal records, CAPE records, payment instructions, and other rights and documents arising out of, relating to, or payable in respect of any customs duties, tariffs, fees, charges or similar amounts imposed, assessed, collected, refundable, credited or refunded by CBP or any other Governmental Authority, including any tariff or duty imposed under the International Emergency Economic Powers Act.

"Tariff Refund Proceeds" means all cash, Cash Equivalents, credits, payments, proceeds, purchase price, deferred purchase price, settlement amounts, judgments, awards, refunds, drawbacks, reimbursements, distributions or other consideration received by or on behalf of any Loan Party in respect of any Tariff Refund Asset, including proceeds of any sale, assignment, participation, factoring, financing, monetization, compromise, settlement, release, collection or other Disposition of any Tariff Refund Asset.

"Tariff Refund Report" has the meaning provided in Section 6.02(s).

"Tariff Refund Reserve" means an Availability Reserve established by the Administrative Agent in its reasonable discretion against the applicable Borrowing Base in an amount equal to the aggregate amount of all Tariff Refund Assets recognized, accrued, claimed or expected by any Loan Party.

"Tariff Reimbursement Claims" means all actual, asserted, threatened, contingent, disputed, unliquidated, unmatured, conditional, contractual, equitable, statutory, or other claims, demands, rights of reimbursement, rights of recoupment, rights of setoff, rebates, credits, refunds, price adjustments, chargebacks, deductions, allowances, or similar rights that any customer, account debtor, vendor, supplier, broker, purchaser, consignee, distributor, retailer, or other Person may have or assert against any Loan Party arising out of or relating to any customs duties, tariffs, fees, charges, or similar amounts that were charged to, reimbursed by, passed through to, included in pricing to, or otherwise borne directly or indirectly by such Person.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority in connection with any and all payments to be made by or on account of any obligation of the Borrowers hereunder or under any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

"TCP Board Letter Agreement" means that certain letter agreement, dated as of February 29, 2024, between the Lead Borrower and Mithaq.

"TCP Brands" means TCP Brands, LLC, a Delaware limited liability company.

"TCP Canada Inc." means TCP Canada Inc., a Nova Scotia company.

"TCP IH II, LLC" means TCP IH II, LLC, a Delaware limited liability company, the sole member of which is The Children's Place Canada Holdings, Inc.

"TCP International" means The Children's Place International, LLC, a Virginia limited liability company.

"TCP Investment Canada I Corp." means TCP Investment Canada I Corp., a Nova Scotia unlimited liability company, and the sole limited partner of Children's Place Canada.

"TCP Investment Canada II Corp." means TCP Investment Canada II Corp., a Nova Scotia unlimited liability company, the general partner of Children's Place Canada.

"TCP Worldwide" means TCP Worldwide Holdings Limited, a Hong Kong limited liability company.

"Term Aggregate Borrowing Base" means, as of any date of determination, an amount equal to the sum of (i) the Canadian Borrowing Base and (i) the U.S. Borrowing Base.

"Term DIP Charge" has the meaning specified in the Canadian Interim DIP Recognition Order and in the Canadian Final DIP Recognition Order (upon granting of the Canadian Final DIP Recognition Order).

"Term Loan Priority Account" means that certain bank account maintained at Wells Fargo Bank, N.A. ending in x4096.

"Term Loan Priority Account Cash Release Notice" means, after the Discharge of ABL Obligations, a notice requesting release of cash held in the Term Loan Priority Account, which shall be substantially in the form of Exhibit K.

"Term Priority Collateral" has the meaning given to such term in the Intercreditor Agreement.

"Term Loan Pushdown Reserve" means, at any time, an amount equal to the greater of (a) $0 and (b) the amount, if any, by which the sum of the Total Outstandings (minus the Early Prepayment Fee (as defined in the Prepetition Credit Agreement)) exceeds the Term Aggregate Borrowing Base.. The Loan Parties hereby agree and acknowledge that the ABL Agent has agreed at all times to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base, as and when applicable, in accordance with the terms of the DIP ABL Credit Agreement and the Intercreditor Agreement.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a three (3) month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the three (3) month tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such three (3) month tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such three (3) month tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one (1) month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the one (1) month tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for the one (1) month tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such one (1) month tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

If Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term Termination Declaration" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) in accordance with Article VIII, or (iii) the date on which all of the Obligations are Paid in Full.

"The Children's Place Canada Holdings, Inc." means The Children's Place Canada Holdings, Inc., a Delaware corporation, and a wholly owned Subsidiary of the Lead Borrower.

"Third Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of July 1, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Total Outstandings" means the sum of (a) the outstanding principal balance of the DIP Term Loan and (b) the aggregate outstanding principal balance of the Prepetition Term Loan.

"Trading with the Enemy Act" has the meaning set forth in Section 10.22.

"Transaction Fees" means any "success", "restructuring", "transaction" or similar fee payable to the Investment Banker or any other Loan Party Advisor.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than

New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

"UFCA" has the meaning specified in Section 10.20(d).

"UFTA" has the meaning specified in Section 10.20(d).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

"U.S. Borrowers" means, collectively, the Lead Borrower, Services Company, TCP Brands, TCP International and each other Domestic Subsidiary who shall from time to time enter into a Joinder Agreement as a U.S. Borrower.

"U.S. Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the U.S. Borrowers' Eligible Credit Card Receivables multiplied by one hundred and two and one-half percent (102.5%) of Eligible Credit Card Receivables;

plus

(b) the face amount of the U.S. Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by one hundred and two and one-half percent (102.5%) of Eligible Trade Receivables;

plus

(c) the Cost of the U.S. Borrowers' Eligible Inventory, net of Inventory Reserves applicable thereto, multiplied by the Inventory Advance Rate of the NOLV of Eligible Inventory;

plus

(d) the Cost of the U.S. Borrowers' Eligible In-Transit Inventory (net of Inventory Reserves applicable thereto) multiplied by the Inventory Advance Rate of the NOLV of Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) and clause (d) of the Canadian Borrowing Base exceed ten percent (10%) of the lesser of (i) the Term Aggregate Borrowing Base (without giving effect to this clause (d) and clause (d) of the Canadian Borrowing Base) and (ii) the Total Outstandings;

plus

(e) the Appraised Value of the U.S. Borrowers' Eligible Intellectual Property (net of Intellectual Property Reserves applicable thereto) multiplied by thirty-five percent (35%) (provided, that, beginning on December 16, 2026, such advance rate shall be reduced by 4.375% on such date and on the last day of each Fiscal Quarter following such date until such date as the percentage hereof is 0%); provided that in no event shall the amount available to be borrowed pursuant to this clause (e) exceed the lesser of (i) $25,000,000 and (ii) thirty percent (30%) of the lesser of (A) the Term Aggregate Borrowing Base and (B) the Total Outstandings; provided that, commencing on December 16, 2026, the $25,000,000 cap set herein shall be reduced by $3,125,000 on such date and on the last day of each Fiscal Quarter thereafter, until such date as the cap set forth herein is $0.

plus

(f) the Cost of the U.S. Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (f) exceed the lesser of (i) ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (f) and clause (e) of the U.S. Borrowing Base) and (i) Total Outstandings then in effect, or (ii) $40,000,000;

plus

(g) the lesser of (i) the Liquidation Value of the U.S. Borrowers' Eligible Real Estate (net of Realty Reserves applicable thereto) multiplied by seventy-five percent (75%);

minus

(h) the ABL U.S. Borrowing Base (without duplication of any Reserves);

minus

(i) the then amount of all Availability Reserves (including, without limitation, the Carve Out Reserve, but without duplication from any other deduction).

"USCO" means the United States Copyright Office.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Section 2.02(b), such day is also a Business Day.

"U.S. Loan Party" means U.S. Borrowers and any other Loan Party that is a Domestic Subsidiary.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"Wells Fargo Bank" means Wells Fargo Bank, National Association, a national banking association.

"Wind Down Carve Out Amount" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"Zeavion License" means, collectively, (a) that certain License and Assignment Agreement, dated as of July 15, 2016, by and among The Gymboree Corporation, Gym-Mark Inc. and Zeavion Holding PTE. LTD., and (b) the related License Agreement, dated as of November 15, 2022, by and among Gym-Mark, Inc. and TCP Brands, on the one hand, and Zeavion Holding PTE, LTD, on the other hand, each as amended, supplemented or modified from time to time.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document); provided that notwithstanding anything to the contrary herein or in any other Loan Document, any reference to a defined term as defined in the DIP ABL Credit Agreement or any other ABL Loan Document shall refer to the definition of such term as in effect on the date hereof (including with respect to any component definitions (or any sub-component definitions)), except with respect to any amendment or modification thereto (or to any component definitions (or any sub-component definitions)) permitted under this Agreement and the Intercreditor Agreement or otherwise consented to by the Administrative Agent, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a

Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) information disclosed in a particular Exhibit, Annex or Schedule to this Agreement or to any other Loan Document shall be deemed to be disclosed and incorporated under any other Exhibit, Annex or Schedule to this Agreement or to such other Loan Document where such disclosure would otherwise be appropriate, but only to the extent that it is reasonably apparent from the express language of such disclosure that it applies to the other Exhibit, Annex or Schedule. All references in this Agreement and the other Loan Documents to the Borrowers, the Guarantors, the Loan Parties or the Debtors shall be deemed to mean and include (as applicable) such Persons and their respective successors and assigns (including any trustee, receiver, interim receiver, liquidator or other fiduciary hereafter appointed as the legal representative of any Debtor or with respect to the property of the estate of any Debtor, whether under Chapter 11 or Chapter 7 of the Bankruptcy Code, under the CCAA or the *Bankruptcy and Insolvency Act* (Canada), or other applicable laws in any jurisdiction).

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean the Payment in Full of the Obligations. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Prepetition Term Loans or Prepetition Obligations shall mean that such amounts have been "Paid in Full" as such term is defined in the Orders.

(e) For purposes of any Collateral located in the Province of Quebec or charged by any hypothec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to filing, registering or recording under the UCC or PPSA shall include publication under the Civil Code of Quebec, (vii) all references to "perfection" of or "perfected" Liens shall include a reference to "opposable" or "set up" Liens as against third parties, (viii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (ix) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall include a "mandatary", (xi) "construction liens" shall include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (xii) "joint and several" shall include solidary and "jointly and severally" shall include "solidarily", (xiii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiv) "beneficial ownership" shall

include "ownership on behalf of another as mandatary", (xv) "easement" shall include "servitude", (xvi) "priority" shall include "prior claim" or rank, as applicable, (xvii) "survey" shall include "certificate of location and plan", (xviii) "fee simple title" or "fee owned" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (xix) "ground lease" shall include an "emphyteusis" or a "lease with a right of superficies", as applicable, (xx) "account" and "accounts receivable" shall include "claims", (xxi) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively, (xxii) "foreclosure" shall include "the exercise of a hypothecary right of taking in payment", (xxiii) "leasehold interest" shall include "rights resulting from a lease", and (xxiv) "lease" shall include a "leasing contract (*crédit-bail*)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated hereby be drawn up in the English language only and that all other documents contemplated hereunder or relating hereto, including notices, shall also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement*.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Lead Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Tariff Refunds. For purposes of calculating Excess Availability, any Borrowing Base, the Aggregate Borrowing Base, any basket or any financial covenant (including the covenant set forth in Section 7.19), Tariff Refund Proceeds shall be included only to the extent actually received in cash by a Loan Party and economically retained after satisfaction of all repayment, remittance, reimbursement, setoff, reserve, sale, factoring, financing and mandatory prepayment obligations, and any non-cash recognition, accrual, receivable, gain, income, expense reduction, cost of goods sold reduction, depreciation reduction, asset carrying-value reduction or other accounting benefit relating to any Tariff Refund Asset shall be excluded from each such computation.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the

result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 [Reserved].

1.07 Currency Equivalents Generally. Any amount specified in this Agreement (other than in Article II or as otherwise expressly provided herein or in any of the other Loan Documents) to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the "Spot Rate" for a currency means the rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date of such determination; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, unless the context of this Agreement or any other Loan Document clearly requires otherwise, such amounts shall be deemed to refer to Dollars and any requisite currency translation shall be based on the Spot Rate and the permissibility of actions already taken shall not be affected by subsequent fluctuations in the Spot Rate. All certificates, reports and notices delivered under this Agreement shall express any amounts, calculations or determinations in Dollars. Wherever in this Agreement and the other Loan Documents in connection with a borrowing, conversion, continuation or prepayment of the DIP Term Loan, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but the DIP Term Loan is to be denominated in Canadian Dollars, such amount shall be the same dollar figure but denominated in Canadian Dollars. Principal, interest, reimbursement obligations, cash collateral for reimbursement obligations, fees, and all other amounts payable to the Agents, Lenders or other Credit Parties under this Agreement and the other Loan Documents shall be payable (except as otherwise specifically provided herein) in the currency in which such Obligations are denominated.

1.08 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's Laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.09 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.03(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, or any other

Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II.
DIP TERM LOAN

2.01 Initial DIP Term Loan; Reserves.

(a) Subject to the terms and conditions set forth herein, on the Closing Date, each Lender shall make to the Borrowers the Initial DIP Term Loan in the principal amount equal to its pro rata share of the Initial DIP Term Loan. On the Closing Date, $16,000,000 of the Prepetition Term Loan shall be rolled over on a cashless basis and converted into an equivalent amount of DIP Term Loans hereunder. On the Final Order Entry Date, the aggregate remaining principal amount of the Prepetition Term Loan shall be rolled over on a cashless basis and converted into DIP Term Loans and the aggregate outstanding amount of the Prepetition Term Loan shall be "Paid in Full" as such term is defined in the Orders. The Term Loan is not a revolving credit facility and if repaid, may not be redrawn, and any repayments or prepayments of principal on the Term Loan shall permanently reduce the Term Loan.

(b) The Availability Reserves as of the Closing Date are set forth in the Borrowing Base Certificate delivered pursuant to Section 4.01(d) hereof.

(c) The Administrative Agent shall have the right, at any time and from time to time on or after the Closing Date in its reasonable discretion to establish, modify or eliminate Reserves (other than the Carve Out Reserve, which shall be determined solely in accordance with the definition of such term, the Orders, and the Canadian Charge Reserve, which shall be determined in accordance with the Canadian Recognition Orders).

2.02 Borrowings of the DIP Term Loan.

(a) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the DIP Term Loan shall be only a SOFR Loan.

(b) To the extent not paid by the Borrowers when due (after taking into consideration any grace period), the Administrative Agent, without the request of the Lead Borrower, may advance any interest, fee, service charge (including direct wire fees), Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document, as and when due and payable, and may charge the same to the Loan Account. The Administrative Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrowers' obligations under Section 2.06.

Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(b) shall constitute the DIP Term Loan and shall bear interest at the interest rate then and thereafter applicable to the DIP Term Loan.

2.03 [Reserved.]

2.04 [Reserved.]

2.05 Voluntary Prepayments. Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay the DIP Term Loan in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. three Business Days prior to any date of prepayment of the DIP Term Loan; (ii) any prepayment of the DIP Term Loan shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of the DIP Term Loan shall be accompanied by all accrued interest on the amount prepaid.

2.06 Mandatory Prepayments. Unless any amount described in clauses (a) or (b) below, solely with respect to ABL Priority Collateral, or any amount described in clauses (d) or (e) below, is required to reduce the ABL Obligations in accordance with the terms of the DIP ABL Credit Agreement prior to the Discharge of ABL Obligations, and is actually applied to reduce the ABL Obligations in accordance with the terms of the DIP ABL Credit Agreement (and otherwise subject to the terms of the Intercreditor Agreement):

(a) If any Loan Party receives Net Proceeds as a result of a Disposition of any property of any Loan Party or Subsidiary thereof as set forth in clause (a) of the definition of Prepayment Event, then within three (3) Business Days after the receipt by any Loan Party of such Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of such Net Proceeds.

(b) If any Loan Party receives Net Proceeds as a result one or more recovery events in respect of property as set forth in clause (b) of the definition of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(c) Upon the occurrence of an event set forth in clause (c) of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(d) Upon the occurrence of an event set forth in clause (d) of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(e) If an event set forth in clause (e) of Prepayment Event has occurred, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(f) If for any reason the Combined Total Outstandings at any time exceed the sum of the Aggregate Borrowing Base as then in effect, then (a) until the Discharge of ABL Obligations, the Borrowers shall immediately prepay first, the ABL Obligations and, then, the DIP Term Loan and (b) thereafter, the Borrowers shall immediately prepay the DIP Term Loan in each case of clauses (a) and (b), in an aggregate amount to eliminate such excess.

(g) On the Final Order Entry Date, without any further action by the Loan Parties or any other Person, the repayment and refinancing of any outstanding and remaining Prepetition Term Loans shall occur pursuant to a conversion (i.e., roll-up) of such Prepetition Term Loans into DIP Term Loans.

(h) Each prepayment of the DIP Term Loan made pursuant to this Section 2.06 shall be applied to principal and accompanied by accrued interest to the date of such payment on the amount prepaid.

(i) No later than one (1) Business Day in advance of the making of any mandatory prepayment pursuant to this Section 2.06 (other than Section 2.06(f) above), Borrowers shall deliver, or cause to be delivered, to the Administrative Agent for distribution to the Lenders written notice of the amount and date of such mandatory prepayment.

2.07 Repayment of the DIP Term Loan. The Borrowers shall repay to the Lenders on the Termination Date the aggregate principal amount of the DIP Term Loan outstanding on such date.

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, the DIP Term Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Margin.

(b) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) If any Event of Default has occurred and is continuing, then the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter, until such Event of Default has been duly waived as provided in Section 10.01 hereof, such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Laws.

(d) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on the DIP Term Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest

hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(f) For the purpose of complying with the Interest Act (Canada), it is expressly stated that where interest is calculated pursuant hereto at a rate based upon a period of time different from the actual number of days in the year (for the purposes of this Section 2.08(f), the "first rate"), the yearly rate or percentage of interest to which the first rate is equivalent is the first rate multiplied by the actual number of days in the calendar year in which the rate is to be ascertained and divided by the number of days in the shorter period, and the Canadian Loan Parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Canadian Loan Party hereby confirms that it fully understands and is able to calculate the rate of interest applicable to the DIP Term Loan based on the methodology for calculating per annum rates provided for in this Agreement. Each Canadian Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Canadian Loan Parties as required pursuant to Section 4 of the Interest Act (Canada).

2.09 Fees. The Borrowers shall pay to the Administrative Agent fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees; Conforming Changes.

(a) All computations of interest and fees shall be made on the basis of a 360-day year. Interest shall accrue on each outstanding DIP Term Loan for the day on which the DIP Term Loan is made, and shall not accrue on the DIP Term Loan , or any portion thereof, for the day on which the Term Loan or such portion is paid, provided that the DIP Term Loan that is repaid on the same day on which it is made shall, subject to Section 2.12, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.11 Evidence of Debt.

(a) The DIP Term Loan made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of the DIP Term Loan from such Lender, each payment and prepayment of principal of any the DIP Term Loan , and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent

manifest error of the amount of the DIP Term Loan made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's DIP Term Loan in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its DIP Term Loan and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars or Canadian Dollars, as applicable, and in immediately available funds not later than 2:00 p.m. on the date specified herein. Subject to Section 2.14 hereof, the Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Lead Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to the Lead Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Obligations of Lenders Several. The obligations of the Lenders hereunder to make the DIP Term Loan to the Borrowers are several and not joint. The failure of any Lender to make the DIP Term Loan on any date required hereunder shall not relieve any other Lender of its

corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its DIP Term Loan hereunder.

(d) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for the DIP Term Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for the DIP Term Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Obligations greater than its pro rata share thereof as provided herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the Credit Party receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Credit Parties ratably and in the priorities set forth in Section 8.03, provided that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest;

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its DIP Term Loan to any assignee or participant, other than to the Borrowers or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Among Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding DIP Term Loan shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all DIP Term Loan and repayments of the DIP Term Loan received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding DIP Term Loan for the period and the amount of repayments received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of the DIP Term Loan made by each Lender shall be equal to such Lender's Applicable Percentage of the DIP Term Loan outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be

made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the federal funds rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

2.15 Certain Bankruptcy Matters.

(a) Except to the extent expressly provided otherwise in the Orders or the Canadian Recognition Orders, the Loan Parties hereby agree that, subject only to the Carve Out, the CCAA Priority Charges, the Prepetition Permitted Senior Liens and the terms of the Intercreditor Agreement (the relative priorities of which are set forth in the Orders (including the Lien Priority Annex attached as Exhibit A thereto) and the Canadian Recognition Orders), the Obligations shall be deemed (i) to constitute Superpriority Claims over all administrative expense claims and claims against the Borrowers or the other Loan Parties now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), all rights to charge the Collateral and all collateral securing the Prepetition Obligations and the ABL Obligations under Section 506(c) of the Bankruptcy Code shall be waived), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code and all superpriority administrative expense claims granted to any other Person the establishment of which superpriority shall have been approved and authorized by the Bankruptcy Court, (ii) pursuant to Section 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, be secured by a perfected first priority senior security interest in and Lien upon all property of the Debtors, whether currently existing or hereafter acquired, of the same nature, scope and type as the Collateral, and any proceeds, products, rents and profits thereof in whatever form received; provided that, subject only to, and effective upon, entry of the Final Order and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, subject to the Canadian Final DIP Recognition Order, the Collateral shall include the Avoidance Proceeds.

(b) In the event of a conflict between, or inconsistency among, the Orders or the Canadian Recognition Orders, on the one hand, and any Loan Document, on the other hand, the Orders and the Canadian Recognition Orders shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere (except as specifically described below):

(i) the parties hereto agree, and the Orders and the Canadian Recognition Orders shall provide, that the Loan Parties shall not be required to prepare, file, register or publish any financing statements, mortgages, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Orders, the Canadian Recognition Orders or any other Loan Document. If any Agent (in its sole

discretion) from time to time elects to prepare, file, register or publish any such financing statements, mortgages, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Collateral Agent's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered or, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the date that the Canadian Interim DIP Recognition Order is granted, and (B) shall not negate or impair the validity or effectiveness of this Section 2.15(c) or of the perfection of any other Liens in favor of the Collateral Agent, for the benefit of the Credit Parties, on the Collateral; and

(ii) except as otherwise agreed to by the Lenders (including, without limitation, in the Intercreditor Agreement) or as otherwise permitted or contemplated by this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents, the Liens, Lien priorities, Superpriority Claims and other rights and remedies granted to the Agents and the other Credit Parties pursuant to this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the Superpriority Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrowers or any other Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Cases or the Recognition Proceedings, or by any other act or omission whatsoever.

2.16 Carve-Out Funding. The Carve Out shall be funded in accordance with the Orders and the DIP ABL Credit Agreement. For greater certainty, notwithstanding any other provision herein, 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, not be subject to approval by the Bankruptcy Court.

ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable Law. If the Loan Parties shall be required by applicable Law to deduct or withhold any Taxes from such payments, then (i) in the case of any Indemnified Taxes (including any Other Taxes), the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or a Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Loan Parties shall make such deductions and (iii) the Loan Parties shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Lead Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 3.01, the Lead Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Lead Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Lead Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent as will enable the Lead Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the foregoing, in the event that any Borrower is resident for tax purposes in the United States, (i) any Lender that is a U.S. Person shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), on or about the date on which such Lender becomes a Lender under this Agreement and from time to time thereafter upon reasonable request of the Lead Borrower or the Administrative Agent, executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax and (ii) any Lender that is a Foreign Lender shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Lead Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable W-8BEN), claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(ii) duly completed copies of Internal Revenue Service Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (B) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable W-8BEN); or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Lead Borrower to determine the withholding or deduction required to be made.

(f) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) as may be necessary for the Administrative Agent or the Borrowers to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered pursuant to Section 3.01(e) or (f) above expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Lead Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrowers, upon the request of the Administrative Agent, or such Lender, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person.

3.02 Illegality. If any Lender determines that any change in market conditions or any change in Law has made it unlawful or impractical, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to maintain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or to determine or charge interest rates based upon the Term SOFR Reference Rate, Term SOFR or SOFR, then, on notice thereof by such Lender to the Lead Borrower through the Administrative Agent, any obligation of such Lender to continue SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) shall be suspended until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, if necessary to avoid such illegality or impracticability, in the case of any SOFR Loans of such Lender that are outstanding, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans of such Lender to Base Rate Loans (and if applicable, without reference to Term SOFR), as applicable, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) General. Subject to Section 3.03(b) below, if the Required Lenders determine that for any reason in connection with any continuation of a SOFR Loan that (a) Term SOFR cannot be determined pursuant to the definition of such term on or prior to the first day of any applicable Interest Period, (b) adequate and reasonable means do not exist for determining Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan, or (c) Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, the obligation of the Lenders to maintain SOFR Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted.

(b) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this Section 3.03(b)), upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Lead Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Lead Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Lead Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Lead Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) the Lead Borrower may revoke any pending continuation of SOFR Loans to be continued during any Benchmark Unavailability Period and, failing that, the

Lead Borrower will be deemed to have converted any such request into a conversion to Base Rate Loans, and (2) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans, at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

3.04 Increased Costs.

(a) Increased Costs Generally. If any (i) Change in Law, or (ii) compliance by any Lender with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority (including Regulation D of the FRB as from time to time in effect (and any successor thereto)) shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by any Lender;

(ii) subject any Lender to any tax of any kind whatsoever with respect to this Agreement or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender any other condition, cost or expense affecting this Agreement or SOFR Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase, directly or indirectly, the cost to such Lender of making or maintaining any SOFR Loan (or any Base Rate Loan determined with reference to Term SOFR) (or of maintaining its obligation to make the DIP Term Loan), or to increase, directly or indirectly, the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or any other amount) then, and in any such case, the Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify the Lead Borrower, and the applicable Borrowers shall pay within 30 days after demand therefor, such amounts as the Administrative Agent may specify to be necessary to compensate such Lender for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) the Borrowers shall not be required to provide any compensation pursuant to this Section 3.04(a) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to the Lead Borrower, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by the Administrative Agent of any amount due pursuant to this Section 3.04(a), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of

this Agreement, the DIP Term Loan made my such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender pursuant subsection (b) of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of the DIP Term Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for the DIP Term Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert the DIP Term Loan other than a Base Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Anything to the contrary contained herein notwithstanding, none of any Agent, any Lender or any of their Participants, is required to match fund any Obligation as to which interest accrues based on Term SOFR.

A certificate of the Administrative Agent or a Lender delivered to the Lead Borrower setting forth the amount that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 3.05 shall be conclusive absent manifest error. The Borrowers shall pay such amount to the Administrative Agent or such Lender, as the case may be, within ten (10) days after receipt thereof.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use commercially reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination the repayment of all Obligations hereunder and resignation of any Agent.

3.08 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain the DIP Term Loan , the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to each Credit Party on account of the DIP Term Loan so made as if made directly by the applicable Credit Party to such Borrower, notwithstanding the manner by which the DIP Term Loan is recorded on the books and records of the Lead Borrower and of any other Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower shall have joint and several liability in respect of all Obligations, without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Credit Parties, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Obligations of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other Person at any time of any right or remedy against any Borrower or against any other Person which may be or become liable in respect of all or any part of the Obligations or against any Collateral or Facility Guaranty therefor or right of offset with respect thereto. Each Borrower hereby acknowledges that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered the Initial DIP Term Loan Notice) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy

hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the DIP Term Loan made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of the DIP Term Loan , diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other agreement or instrument referred to herein or against any other Person under any other guarantee of, or security for, any of such amounts owing hereunder. Without limiting the generality of the foregoing, each Borrower expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the Canadian Loan Parties, and each Canadian Loan Party expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the U.S. Loan Parties.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested the DIP Term Loan. Neither the Administrative Agent nor any other Credit Party shall have any obligation to see to the application of such proceeds therefrom.

ARTICLE IV.
CONDITIONS PRECEDENT TO CLOSING

4.01 Conditions of Borrowing. The obligation of each Lender to agree to make the Initial DIP Term Loan and to enter into the DIP Facility on the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif " via e-mail) (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party or the Lenders, as applicable, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement sufficient in number for distribution to the Administrative Agent, each Lender and the Lead Borrower;

(ii) a Note executed by the applicable Borrowers in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) copies of each Loan Party's Organization Documents and such other documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation;

(v) [reserved];

(vi) a certificate signed by a Responsible Officer of the Lead Borrower certifying (A) that the conditions specified in Sections 4.01(a) and (b) have been satisfied, (B) that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, and (C) either that (1) no consents, licenses or approvals (other than entry of the Interim Order and the Canadian Interim DIP Recognition Order) are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, or (2) subject to the entry of the Interim Order and the Canadian Interim DIP Recognition Order, that all such consents, licenses and approvals have been obtained and are in full force and effect;

(vii) evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Agents required under the Loan Documents have been obtained and are in effect;

(viii) [reserved];

(ix) subject to Section 6.30, the Security Documents, each duly executed by the applicable Loan Parties;

(x) the Information Certificate, the Acknowledgment and Consent to Intercreditor Agreement and all other Loan Documents, each duly executed by the applicable Loan Parties and the other parties thereto;

(xi) [reserved];

(xii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements and releases, satisfactions and discharges of any mortgages, or subordination agreements reasonably satisfactory to the Collateral Agent are being tendered concurrently with such extension of credit or other arrangements reasonably satisfactory to the Collateral Agent for the delivery of such termination statements and releases have been made;

(xiii) (A) all documents and instruments, including Uniform Commercial Code and PPSA financing statements reasonably requested by the Collateral Agent to be filed, registered or recorded to create or perfect the Liens having the priority contemplated by the Loan Documents) intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Collateral Agent and (B) to the extent not previously delivered to the applicable Agent or Agents under the Prepetition Credit Agreement, the Credit Card Notifications and Blocked Account Agreements required pursuant to Section 6.13 hereof; and

(xiv) such other assurances, certificates, documents or consents as the Agents reasonably may require.

(b) The representations and warranties of each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Closing Date, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date.

(c) The Administrative Agent shall have received a Borrowing Base Certificate dated November 6, 2026, relating to the most recent week then ended, and executed by a Responsible Officer of the Lead Borrower.

(d) The Administrative Agent shall be reasonably satisfied that any financial statements delivered to it fairly present the business and financial condition of the Loan Parties and that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no Material Adverse Effect since the Petition Date.

(e) Other than the Events and Circumstances, there shall not be any pending litigation or other proceeding, the result of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) The consummation of the transactions contemplated hereby shall not violate any applicable Law or any Organization Document.

(g) All fees (together with all accrued interest, expenses, fees and other sums due and payable in respect of the Prepetition Obligations) required to be paid to the Agents pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full, and all fees required to be paid to the Lenders pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full; provided that the foregoing fees may be deducted from advances made hereunder on the Closing Date.

(h) The Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings in connection with this Agreement (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Canadian AML Legislation.

(j) No material changes in governmental regulations or policies affecting any Loan Party or any Credit Party shall have occurred prior to the Closing Date.

(k) The Debtors shall have commenced the Cases in the Bankruptcy Court. The Debtors shall have complied in full with the notice and other requirements of the Bankruptcy Code,

in a manner reasonably acceptable to the Administrative Agent and its counsel, with respect to the Interim Order, and the Administrative Agent shall have received such evidence thereof as it shall reasonably require. No trustee, examiner with expanded powers or other disinterested Person with expanded powers pursuant to Section 1104 of the Bankruptcy Code shall have been appointed or designated with respect to any Loan Party or its business, properties or assets and no motion shall be pending seeking any such relief.

(l) (i) All motions (including the Bid Procedures Motion and the Store Closures Motion), proposed orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall be in form and substance satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered the "first day" orders, and (ii) a Cash Management Order approving the cash management arrangements of the parties consistent with the requirements hereof shall have been entered by the Bankruptcy Court and shall not have been stayed, vacated or reversed (in whole or in part) or amended or modified other than with the written consent of the Administrative Agent.

(m) The Interim Order shall have been entered by the Bankruptcy Court and shall be in form and substance acceptable to the Administrative Agent and shall, among other things, (i) approve the Loan Documents and authorize the Credit Extensions hereunder, (ii) modify the automatic stay, (iii) authorize and grant the Liens and Superpriority Claims described herein and in the Orders, (iv) approve the application of collections and other proceeds to the Prepetition Obligations as contemplated by Section 2.06, and (v) be in full force and effect and not have been vacated, reversed, modified, amended or stayed, and not be subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order or the relief provided for therein, except as consented to by the Administrative Agent.

(n) The Specified Liquidation Agreement received and approved by the Administrative Agent prior to the Closing Date shall be in full force and effect.

(o) The Administrative Agent shall have received and be satisfied with (i) the Initial Budget and (ii) the form of Approved Budget Variance Report.

(p) The Loan Parties shall have completed all Milestones set forth in Schedule 6.23 that are required to have been completed on or before the Closing Date.

(q) The Administrative Agent shall have received true, correct and complete copies of the DIP ABL Credit Agreement providing for ABL Aggregate Commitments in an amount no less than $166,000,000 and all other material DIP ABL Documents, all of which shall be in full force and effect.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have Consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be Consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and the DIP Facility and to make the Initial DIP Term Loan, each Loan Party represents and warrants to the Administrative Agent and the other Credit Parties that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary thereof: (a) is a corporation, company, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation; (b) subject to any entry of the Interim Order (and, when applicable, the Final Order) and all the Canadian Recognition Orders, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or as proposed to be conducted and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party; and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization and the name under which each Loan Party conducts its business (if different), its jurisdiction of incorporation or organization, organization type, organization number, if any, issued by its jurisdiction of incorporation, formation or organization, its federal employer identification number, the address of its chief executive office and principal place of business, and, with respect to each Canadian Loan Party, the address of its registered office.

5.02 Authorization; No Contravention. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is, or is to be, a party has been duly authorized by all necessary corporate or other organizational action and does not and will not: (a) contravene the terms of any of such Person's Organization Documents; (b) conflict in any material respect with, or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries, (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) any governmental licenses, permits, authorizations, consents and approvals; except, in each case referred to in this clause (b), to the extent that any such conflict, breach, termination, contravention or default could not reasonably be expected to have a Material Adverse Effect; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than (i) Liens in favor of the Collateral Agent under the Security Documents, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens); or (d) violate any Law.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (a) the perfection or maintenance of the Liens created under the Security Documents (including the first priority nature thereof, subject, in the case of ABL Priority Collateral, to the Intercreditor Agreement), (b) the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, or (c) such as have been obtained or made and are in full force and effect.

5.04 Binding Effect. Subject to the entry of the Interim Order (and, when applicable, the Final Order), this Agreement has been, and each other Loan Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 No Material Adverse Effect.

(a) [Reserved].

(b) [Reserved].

(c) The initial Approved Budget as attached hereto as Exhibit J (the "Initial Budget"), which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 6.24, has been prepared in good faith, with due care and based upon assumptions the Lead Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Lead Borrower, as of the Closing Date, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget.

(d) Since the Petition Date, except with respect to the filing of the Cases and the Events and Circumstances, there has been no other event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. (a) Other than the Events and Circumstances, and except as otherwise set forth in Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (i) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (ii) either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (b) Schedule 5.06 sets forth, as of the Closing Date, a list of suits and proceedings actually known to the Loan Parties that are filed by Store landlords before any Governmental Authority against any Loan Party.

5.07 No Default. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, no Loan Party or any Subsidiary is in default under or with respect to, or party to, any Material Contract or any Material Indebtedness. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens.

(a) Each of the Loan Parties and each Subsidiary thereof has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title and leasehold interests as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan

Parties and each Subsidiary has good and marketable title to, valid leasehold interests in, or valid licenses to use, all personal property (including Intellectual Property) and assets material to the ordinary conduct of its business as currently conducted or as proposed to be conducted, free and clear of all Liens, other than Permitted Encumbrances, except (i) as otherwise set forth on Schedule 5.17(a), and (ii) such defects in title, leasehold interests and licenses as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, and, as applicable, county and state or province) of all Real Estate that is owned by the Loan Parties, together with a list of the holders of any mortgage or other Lien thereon as of the Closing Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.08(b)(2) sets forth the address (including street address, and, as applicable, county and state or province) of all Leases of the Loan Parties, together with a list of the lessor and its contact information with respect to each such Lease as of the Closing Date. Each of such Leases is in full force and effect as of the Closing Date and the Loan Parties are not in default of the terms thereof, except for such defaults as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Schedule 7.01 sets forth a complete and accurate list of all Liens in respect of Indebtedness for borrowed money (other than Liens securing the Prepetition Senior Debt and Indebtedness under the DIP ABL Credit Agreement) on the property or assets of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (g) of the definition of Permitted Encumbrances, showing as of the Closing Date the lienholder thereof, the principal amount of the obligations secured thereby and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens set forth on Schedule 7.01 and other Permitted Encumbrances.

(d) Schedule 7.02 sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (f) of the definition of Permitted Investments, showing as of the Closing Date the amount, obligor or issuer and maturity, if any, thereof.

(e) Schedule 7.03 sets forth a complete and accurate list of all Indebtedness for borrowed money of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (a) of the definition of Permitted Indebtedness, showing as of the Closing Date the amount, obligor or issuer and maturity thereof. As of the Closing Date, after giving effect to the transactions contemplated hereby, the Loan Parties have no Indebtedness for borrowed money except for the Indebtedness set forth on Schedule 7.03 and other Permitted Indebtedness.

5.09 Environmental Compliance.

(a) No Loan Party or any Subsidiary thereof (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of

any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.09, to the knowledge of the Loan Parties, none of the properties currently or formerly owned or operated by any Loan Party or any Subsidiary thereof is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state, provincial, municipal or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof.

(c) Except as otherwise set forth on Schedule 5.09, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

5.10 Insurance. The properties of the Loan Parties and their Subsidiaries are insured with financially sound and reputable insurance companies which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption and property damage insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. Each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have (a) filed (i) all United States and Canadian federal income Tax returns required to be filed, and (ii) all other material United States and Canadian federal, state, provincial and other Tax returns and reports required to be filed, and (b) have paid all such federal, state, provincial and other material Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable (other than Taxes arising prior to the Petition Date, the payment of which has been stayed by the Bankruptcy Court), except those which are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation. There is no proposed Tax assessment against any Loan Party or any Subsidiary that would, if made, have a Material Adverse Effect. No Loan Party or any Subsidiary thereof is a party to any Tax sharing agreement.

5.12 ERISA, Canadian Pension Plan Compliance.

(a) The Lead Borrower, each of its ERISA Affiliates, and each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of the Lead Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Loan Parties and each ERISA Affiliate have made all required contributions to each Plan subject to Sections 412 or 430 of the Code and to each Multiemployer Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Plan. No Lien imposed under the Code or ERISA exists or, to the knowledge of the Lead Borrower, is likely to arise on account of any Plan or Multiemployer Plan.

(b) There are no pending or, to the best knowledge of the Lead Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Lead Borrower, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

(d) All Canadian Pension Plans are duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable Laws which require registration and no event has occurred which could reasonably be expected to cause the loss of such registered status. Each Loan Party has complied with the Income Tax Act (Canada) and all applicable Laws regarding each Canadian Pension Plan, except in each case where the failure to do so could not reasonably be expected to result in any Lien (except for contribution amounts not yet due and payable) or a Material Adverse Effect. No Loan Party has sponsored, maintained, contributed to or otherwise incurred liability under a Canadian Defined Benefit Plan. All employee and employer payments, contributions or premiums required to be withheld, made, remitted or paid to or in respect of each Canadian Pension Plan and all other amounts that are due to the pension fund of any Canadian Pension Plan from any Loan Party have been withheld, made, remitted or paid on a timely basis in accordance with the terms of such plans, any applicable collective bargaining agreement or employment contract and all applicable Laws in all material respects. Any assessments owed to the Pension Benefits Guarantee Fund (or similar governmental authorities of other jurisdictions) established under the Pension Benefits Act (Ontario) (or similar pension standards legislations of other jurisdictions) in respect of any Canadian Pension Plan have been paid when due, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect. No Canadian Loan Party nor any of its Subsidiaries has any liability for any Canadian Pension Plan which has been terminated or discontinued, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect.

5.13 Subsidiaries; Equity Interests.

(a) The Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, which Schedule sets forth the legal name, jurisdiction of incorporation or formation and authorized Equity Interests of each such Subsidiary, listed by class, and setting forth the number and percentage of the outstanding Equity Interests of each such class owned directly or indirectly by the applicable Loan Party. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) in the amounts specified on Part (a) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP ABL Liens and Prepetition Permitted Senior Liens. Except for the mandatory redemption permitted under Section 7.03(c)(iii) hereof, no Loan Party or any of its respective Subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of any Loan Party's Subsidiaries' Equity Interests or any security convertible into or exchangeable for any such Equity Interests. The Loan Parties have no equity investments in any other corporation, partnership or entity other than those specifically disclosed in Part (b) of Schedule 5.13. Part (c) of Schedule 5.13 is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and a description of the number of shares or other Equity Interests of each such class that are issued and outstanding. All of the outstanding Equity Interests in the Loan Parties have been validly issued, and are fully paid and non-assessable and, other than with respect to the Lead Borrower, are owned in the amounts specified on Part (c) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP ABL Liens and Prepetition Permitted Senior Liens. Except as set forth in Schedule 5.13, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests. The copies of the Organization Documents of each Loan Party and each amendment thereto provided to the Administrative Agent on or before the Closing Date are true and correct copies of each such document, each of which is valid and in full force and effect.

(b) As of the Closing Date, TCP Canada Inc. does not own any assets, other than (x) books, records, rights and other assets associated with its existence, and (y) other immaterial assets not used in connection with any of the Loan Parties' business operations.

5.14 Margin Regulations; Investment Company Act.

(a) Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. None of the proceeds of the DIP Term Loan shall be used directly or indirectly for the purpose of purchasing or carrying any Margin Stock, for the purpose of extending credit to others for the purpose of purchasing or carrying any Margin Stock, or for any purpose that violates the provisions of Regulation T, U or X of the FRB. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

(b) None of the Loan Parties, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. Each Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws. Each of the Loan Parties and each Subsidiary is in compliance (A) in all material respects with the requirements of all applicable Laws (including, without limitation, the provisions of the Bankruptcy Code and any other Debtor Relief Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (B) in all material respects with the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), (C) in all respects with the Orders and the Canadian Recognition Orders, and (D) with Sections 10.17 and 10.22.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party owns, or holds licenses in, all Intellectual Property, trade names, domain names, patent rights and other authorizations that are material to the conduct of business of the Loan Parties, taken as a whole, as currently conducted and as proposed to be conducted. Attached hereto as Schedule 5.17(a) is a true, correct, and complete listing of all registered Material Intellectual Property as to which a Loan Party is the exclusive owner or is an exclusive licensee. Attached hereto as Schedule 5.17(b) is a true, correct, and complete listing of all Franchise Agreements with respect to Borrower Intellectual Property. To the best knowledge of the Lead Borrower, (a) except as set forth on Schedule 5.17(a) and other than the Zeavion License, (i) there is no action, proceeding, claim or complaint pending or, threatened in writing to be brought against any Loan Party which might jeopardize, challenge the use or cancel the validity of any of such Person's interest in any of the foregoing registered Material Intellectual Property, except those which are not material to the conduct of business of the Loan Parties, taken as a whole, and (ii) no Material Intellectual Property (including, without limitation, any registered Material Intellectual Property set forth on Schedule 5.17(a)) infringes upon any rights held by any other Person, and (b) other than the Zeavion License, no Material Intellectual Property of any Loan Party is subject to any exclusive license for the use thereof that contains any terms or conditions that could reasonably be expected to restrict the Agents' right to utilize and/or dispose of such Material Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof. All registered Material Intellectual Property exclusively owned or exclusively licensed by, or otherwise subject to any exclusive interests of, any Loan Party or any Subsidiary is set forth on Schedule 5.17(a) hereto (as such schedule may be updated from time to time in accordance with the terms hereof). The Loan Parties have taken all commercially reasonable actions that in the exercise of their reasonable business judgment should be taken to protect the Borrower Intellectual Property, including Borrower Intellectual Property that is confidential in nature. The Loan Parties are in material compliance with all Franchise Agreements set forth on Schedule 5.17(b).

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party,

threatened which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (a) of Schedule 5.18, the hours worked by and payments made to employees of the Loan Parties comply with the Fair Labor Standards Act and any other applicable federal, state, provincial, local or foreign Law dealing with such matters, except for any noncompliance which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (b) of Schedule 5.18, no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar Law. Subject to the approval of the Bankruptcy Court and the Canadian Court, as applicable, all material payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP as a liability on the books of such Loan Party. Except as set forth on Part (c) of Schedule 5.18, no Loan Party or any Subsidiary is a party to or bound by (i) any collective bargaining agreement or (ii) any management agreement, employment agreement, bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board or any other Governmental Authority or arbitrator, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound. Each Loan Party and its Subsidiaries are in material compliance with all requirements pursuant to employment standards, labor relations, health and safety, workers compensation and human rights laws, immigration laws and other applicable employment legislation. To the knowledge of the Loan Parties, no officer or director of any Loan Party who is party to an employment agreement with such Loan Party is in violation of any term of any employment contract or proprietary information agreement with such Loan Party; and to the knowledge of the Loan Parties, the execution of the employment agreements and the continued employment by the Loan Parties of such persons, will not result in any such violation.

5.19 Security Documents.

(a) Subject to the entry of the Interim Order (and, when applicable, the Final Order) the Security Documents are effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral. The financing statements and other filings (including fixture filings) are in appropriate form and have been or will be filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable. Upon such filing and/or the obtaining of "control", in each case with respect to the relevant Collateral as required under the applicable UCC (including fixture filings) or PPSA (including fixture filings), as applicable, the Collateral Agent will have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in such Collateral, in each case prior and superior in right to any other Person, except for Permitted Encumbrances having priority under applicable Law, DIP ABL Liens and Prepetition Permitted Senior Liens.

(b) Subject to the entry of the Interim Order (and, when applicable, the Final Order) when each Intellectual Property Security Agreement is filed in the PTO, CIPO, if applicable, the USCO and any other applicable foreign filing or registration office, and when financing statements,

releases and other filings in appropriate form are filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable, the Collateral Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Parties in the Material Intellectual Property in which a security interest may be perfected by filing, recording or registering a security agreement, financing statement or analogous document in the PTO, the USCO, CIPO or any other foreign filing or registration office, as applicable, in each case prior and superior in right to any other Person (it being understood that subsequent recordings in the PTO, the USCO, CIPO and/or such other foreign filing or registration office as may be necessary to perfect a Lien on registered trademarks, trademark applications, copyrights and copyright applications acquired by the Loan Parties after the Closing Date).

(c) Subject to the Interim Order (and, when applicable, the Final Order), the Mortgage creates in favor of the Collateral Agent, for the benefit of the Credit Parties, a legal, valid, continuing and enforceable Lien in the Mortgaged Property (as defined in the Mortgage), the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The Mortgage has been recorded with the appropriate Governmental Authorities and, upon entry of the Interim Order (and, when applicable, the Final Order), the Collateral Agent will have a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Mortgaged Property that may be perfected by such filing (including without limitation the proceeds of such Mortgaged Property), in each case prior and superior in right to any other Person, but subject to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens.

5.20 [Reserved].

5.21 Deposit Accounts; Credit Card Arrangements.

(a) Annexed hereto as Schedule 5.21(a) is a list of all DDAs maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Blocked Account Bank.

(b) Annexed hereto as Schedule 5.21(b) is a list describing all arrangements as of the Closing Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges for sales made by such Loan Party.

5.22 Brokers. No broker or finder brought about the obtaining, making or closing of the DIP Term Loan or transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith. Each Loan Party hereby jointly and severally indemnifies each Credit Party against, and agrees that such Person will hold each such Credit Party harmless from, any claim, demand or liability, including reasonable attorneys' fees, for any broker's, finder's or placement fee or commission incurred by such indemnifying party or the Lead Borrower or its Affiliates or a representative of such Person.

5.23 Customer and Trade Relations. Except for matters which, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there exists no actual or, to the knowledge of any Loan Party, threatened, termination or cancellation of, or any material adverse modification or change in, the business relationship of any Loan Party with any supplier material to its operations.

5.24 Material Contracts. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, or that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, no Loan Party is in default under any Material Contract to which such Person is a party or by which such Person is bound, the effect of which default is to cause, or to permit the other party(ies) to such Material Contract to cause, with the giving of notice if required, such Material Contract to be terminated. Set forth on Schedule 5.24 is a description of all Material Contracts of the Loan Parties, showing the parties and principal subject matter thereof and amendments and modifications thereto; provided, however, that the Lead Borrower may amend Schedule 5.24 to add additional Material Contracts so long as such amendment occurs by written notice to the Administrative Agent not later than five (5) days after the date on which such Loan Party enters into such Material Contract after the Closing Date. Except for matters which, either individually or in the aggregate, could not reasonably be expected to either result in a Material Adverse Effect or expose the Loan Parties to liabilities greater than $10,000,000 (or, with respect to a Canadian Loan Party, $1,000,000), each Material Contract (other than those that have expired at the end of their normal terms or that have been stayed upon the commencement of the Cases) (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party or its Subsidiaries and, to the best of the Lead Borrower's knowledge, each other Person that is a party thereto in accordance with its terms, (b) is not in default due to the action or inaction of any Loan Party or its Subsidiaries and (c) the consummation of the financing arrangements contemplated hereunder, will not constitute or create a default or create a right of termination under any Material Contract.

5.25 Casualty. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.26 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party nor any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of the DIP Term Loan will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws by any Person (including any Credit Party or other individual or entity participating in any transaction).

5.27 Patriot Act, Etc. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the Foreign Assets Control Regulations and any other enabling legislation or executive order relating thereto, (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act"), and (c) the Canadian AML Legislation. The

Beneficial Ownership Certification for the Borrowers most recently provided to the Agents and the Lenders hereunder is true, correct and complete in all respects.

5.28 Swap Contracts. On each date that any Swap Contract is executed by any provider, each Loan Party satisfies all eligibility, suitability and other requirements under the Commodity Exchange Act and the Commodity Futures Trading Commission regulations.

5.29 Cases; Orders.

(a) The Cases were commenced on the Petition Date in accordance with applicable Laws and proper notice thereof under the circumstances was given for (i) the motion seeking approval of the Loan Documents, the Interim Order and the Final Order, (ii) the hearing for the entry of the Interim Order and (iii) the hearing for the entry of the Final Order (provided that notice of the final hearing will be given as soon as reasonably practicable after such hearing has been scheduled).

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed Superpriority Claims in the Cases having priority over all administrative expense claims (other than (i) the Carve Out, (ii) in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges, and (iii) the priorities set forth in the Interim Order or the Final Order, as applicable) and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 506(c) (after entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to the provisions set forth in the Interim Order or the Final Order, as applicable.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order, the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, after the granting of the Canadian Interim DIP Recognition Order and pursuant to and to the extent provided in the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, the Obligations will be secured by a valid and perfected Lien on all of the Collateral subject, as to priority, to the Carve Out and the CCAA Priority Charges, all to the extent set forth in the Interim Order or the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to the Final Order Entry Date) or the Final Order (with respect to the period on and after the Final Order Entry Date), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Orders.

(e) The Canadian Interim DIP Recognition Order (with respect to the period on and after the granting of the Canadian Interim DIP Recognition Order and prior to the Canadian Final DIP Recognition Order date of issuance) or the Canadian Final DIP Recognition Order (with respect to the period on and after the granting of the Canadian Final DIP Recognition Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory

stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Canadian Recognition Orders to the extent granted.

(f) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order, as the case may be, and with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Recognition Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Credit Parties shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable Law.

ARTICLE VI.
AFFIRMATIVE COVENANTS

Until Payment in Full of the Obligations, the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.02, and 6.03) cause each Subsidiary to:

6.01 [Reserved].

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent:

(a) [reserved];

(b) within five (5) Business Days (or such longer period agreed to by the Administrative Agent in its sole discretion) of each Fiscal Month, a duly completed Compliance Certificate signed by a Responsible Officer of the Lead Borrower, which shall include, without limitation, (A) except for those payments which have been stayed upon the commencement of the Cases, a certification as to the amount, if any, of rent under any Leases, and any obligations and liabilities with respect to Taxes, that have not been timely paid, (B) a certification as to the receipt of notice, if any, as to any obligations or liabilities with respect to utilities and/or insurance premiums that have not been timely paid, (C) to the extent not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this clause, a description of any new Subsidiary and a listing of any new registrations, and new applications for registration, of Intellectual Property acquired or made by any Loan Party or any abandoned or lapsed registered Intellectual Property of any Loan Party, and (D) to the extent applicable, a reconciliation of tariff-refund-related accounting (including with respect to Tariff Refund Assets and Tariff Refund Proceeds) to the calculations described in Section 1.03(c);

(c) (i) prior to the Discharge of ABL Obligations, on the fifth (5th) Business Day after the end of each week, and (ii) thereafter, on the third (3rd) Business Day after the end of each week, a certificate, signed and certified as complete and correct by a Responsible Officer of the Lead Borrower, in the form of Exhibit G or in such other form as the Administrative Agent may agree in writing (a "Borrowing Base Certificate") (which shall include separate line items for the Carve Out Reserve, and, if applicable, Tariff Refund Assets, Tariff Refund Proceeds, the Tariff Refund Reserve and tariff-related Inventory valuation adjustments) showing each ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base, in each case, as of the close of business on the immediately preceding Saturday (and in each case, including Excess Availability);

(d) (i) prior to the Discharge of ABL Obligations, on Friday of each week (or, if Friday is not a Business Day, on the next succeeding Business Day), and (ii) thereafter, on Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day), (A) a schedule of all Eligible Trade Receivables indicating the aging of each such Account, (B) an accounts payable aging report, in each case, as of the last day of the prior calendar month or the prior calendar week, as applicable, and (C) all supporting materials related to the ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base;

(e) upon the request of the Administrative Agent or its auditors, appraisers, accountants, consultants or other representatives, copies of each of the Lead Borrower's federal income tax returns, and any amendments thereto;

(f) promptly upon the reasonable request of the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by its public accounting firm in connection with the accounts or books of the Loan Parties or any Subsidiary, or any audit of any of them, in each case to the extent permitted by the policies of its public accounting firm at such time;

(g) promptly after the same are available, copies of each annual report, proxy or financial statement, or other document, report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party files with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or with any national or foreign securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(h) the financial and collateral reports described on Schedule 6.02 hereto, at the times set forth in such Schedule;

(i) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement which indicate a breach or default of any such document, in each case not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(j) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Loan Parties (or upon the reasonable request of the Administrative Agent or its respective auditors, appraisers, accountants, consultants or other representatives), (i) a certificate executed by an authorized officer of the Lead Borrower certifying the existence and adequacy of the property and casualty insurance program carried by the Loan Parties and their Subsidiaries, and (ii) a written summary of said program identifying the name of each insurer, the number of each policy and expiration date of each policy, the amounts and types of each coverage, and a list of exclusions and deductibles for each policy;

(k) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority (including, without limitation, the SEC (or comparable agency in any applicable non-U.S. jurisdiction)) concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other

operational results of any Loan Party or any Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(l) promptly after the Administrative Agent's request therefor, copies of all Material Contracts and documents evidencing Material Indebtedness;

(m) promptly after any Agent's or any Lender's request therefor, (i) such information as requested pursuant to Section 10.17 hereof, (ii) confirmation of the accuracy of the information set forth in the most recent Beneficial Ownership Certification for the Borrowers provided to the Agents and the Lenders, and (iii) a new Beneficial Ownership Certification for the Borrowers (which the Borrowers shall provide when the individual(s) to be identified as a beneficial owner have changed, regardless of whether any Agent or any Lender has made a request therefor);

(n) concurrently with the delivery of each Compliance Certificate referred to in Section 6.02(b) for each Fiscal Quarter, the Loan Parties shall provide the Administrative Agent with written notice of any additional registered Material Intellectual Property (not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this Section 6.02(n)), as required pursuant to Sections 6.4(a) and (b) of the Security Agreement or the Canadian Security Agreement, as applicable;

(o) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents and or the ABL Documents, as applicable, to the extent delivered to the ABL Agent under the DIP ABL Credit Agreement, or as the Administrative Agent or any Lender may from time to time reasonably request;

(p) (i) promptly following receipt by any Loan Party, copies of any amendments, supplements, modifications, waivers, consents and forbearances under the DIP ABL Loan Documents, the Mithaq Subordinated Notes, the Mithaq Subordination Agreement and any material notices received from any lender or agent of, under or with respect to the ABL Obligations (including, without limitation, the ABL Agent) not otherwise provided to the Administrative Agent under the Loan Documents, and (ii) as and when due pursuant to the DIP ABL Credit Agreement, the Borrowing Base Certificates (as defined therein) and all material notices and all reports and information delivered to the ABL Agent to the extent not otherwise provided to the Administrative Agent under the Loan Documents;

(q) promptly upon the reasonable request of the Administrative Agent, by electronic mail, (i) a current calculation of the ABL Total Outstandings and Excess Availability and (ii) a current list of the outstanding Letters of Credit (as defined in the DIP ABL Credit Agreement) under the DIP ABL Credit Agreement, each in form and substance reasonably satisfactory to the Administrative Agent;

(r) [reserved]; and

(s) within twenty (20) days after the end of each Fiscal Month (or, while an Event of Default is continuing, more frequently while an Event of Default is continuing, as the Administrative Agent may request), a report in form and substance satisfactory to the Administrative Agent (a "Tariff Refund Report") covering entries, entry summaries, claims filed or expected, claim status, claimed, expected, denied and received amounts, Tariff Refund Proceeds, the Tariff Refund Reserve, Inventory valuation adjustments, cash-routing information and all Tariff

Reimbursement Claims, including claimant identity, basis, estimates, reserves, payments, credits and status but, in each case, only to the extent applicable in any Fiscal Month.

Financial statements and any related deliverables required to be delivered pursuant to Section 6.02(g) (to the extent any such documents are included in materials otherwise filed with the SEC) (i) shall be deemed satisfactory for the purposes of this Agreement in the form and substance filed with the SEC) and (ii) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (A) on which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02; or (B) on which such documents are posted on the Lead Borrower's behalf on EDGAR or another Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (1) the Lead Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Lead Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (2) the Lead Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance, the Lead Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties and the Administrative Agent hereby agree that the delivery of any Borrowing Base Certificate by such electronic method as may be approved by the Administrative Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate each ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base as may be approved by the Administrative Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of the Lead Borrower to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by the Lead Borrower and delivered to the Administrative Agent.

6.03 Notices. Promptly notify the Administrative Agent:

(a) of the occurrence of any Default or Event of Default;

(b) except for those resulting from the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, any default under, or termination of, a Material Contract or with respect to Material Indebtedness of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or any administrative or arbitration proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;

(c) of any undischarged or unpaid judgments or decrees in excess of $1,500,000, individually or in the aggregate;

(d) of the occurrence of any ERISA Event or Canadian Pension Event;

(e) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(f) of any change in any Loan Party's senior executive officers;

(g) of the discharge by any Loan Party of its present public accounting firm or any withdrawal or resignation by such public accounting firm;

(h) of any collective bargaining agreement or other labor contract to which a Loan Party becomes a party, the application for the certification of a collective bargaining agent, or any labor negotiations or strikes;

(i) of the filing of any Lien for unpaid Taxes against any Loan Party;

(j) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation, expropriation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;

(k) (i) of any failure by any Loan Party to pay rent or such other amounts due at (x) any distribution centers or warehouses, or (y) any of such Loan Party's locations when such rent or such other amounts first came due following the Petition Date, unless such non-payment was permitted under the Bankruptcy Code or pursuant to an order of the Bankruptcy Court or the Canadian Court and (ii) notice of termination of any Lease;

(l) of the termination, discharge, or resignation of any Loan Party Advisor;

(m) of the receipt or delivery of any material notice (including, without limitation, any notice of any breach or alleged breach) under the Purchase Agreement, Specified Liquidation Agreement or any agency agreement, asset purchase agreement or other contract relating to a Permitted Sale by any party thereto;

(n) of the occurrence of any "Default" or "Event of Default" (or comparable terms) under (and as defined in) the DIP ABL Loan Documents, the Mithaq Subordinated Notes or the Mithaq Subordination Agreement;

(o) of the occurrence of (i) any payment default by any franchisee or other counterparty with respect to any amounts in excess of $100,000 and that is outside the ordinary course of business, or (ii) any material "default" or "event of default" or other material breach (or comparable terms) by a franchisee or other counterparty with respect to which any applicable Loan Party sends a written notice to such franchisee or other counterparty, in each case, under any Franchise Agreements; and

(p) of the assertion of any claim against any registered Material Intellectual Property that would reasonably be expected to have a Material Adverse Effect or otherwise could reasonably be expected to result in a liability of the Loan Parties in excess of $1,250,000.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the

Lead Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge in full as the same shall become due and payable, all its post-petition obligations and liabilities, including (a) all post-petition tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, (b) all post-petition lawful claims (including, without limitation, claims for labor, materials and supplies and claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators and carriers) which, if unpaid, would by law become a Lien upon its property (other than a Permitted Encumbrance), and (c) all post-petition Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, except, in each case, where (a) the validity or amount thereof (other than payroll taxes or taxes that are the subject of a United States federal or Canadian federal or provincial tax Lien) is being contested in good faith by appropriate proceedings diligently conducted, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. The Lead Borrower will, upon request, furnish the Collateral Agent with proof satisfactory to the Collateral Agent indicating that the Loan Parties and their Subsidiaries have made the payments or deposits described in clause (a) above. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings, and in all cases, the Approved Budget (subject to the Permitted Variance), each Loan Party shall, and shall cause each of its Subsidiaries to, pay in conformity with its customary practice all accounts payable incident to the operations of such Person not referred to in this Section 6.04, above. Nothing contained herein shall be deemed to limit the rights of the Agents with respect to determining Reserves pursuant to this Agreement.

6.05 Preservation of Existence, Etc. Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05. Preserve, renew and not abandon or let lapse any of its registered Material Intellectual Property, except for Permitted Dispositions.

6.06 Maintenance of Properties.

(a) Keep its properties in such repair, working order and condition, and shall from time to time make such repairs, replacements, additions and improvements thereto, as are reasonably necessary for the efficient operation of its business and shall comply at all times in all material respects with all material franchises, licenses and leases to which it is party so as to prevent any loss or forfeiture thereof or thereunder, except in each case where (i) compliance is at the time being contested in good faith by appropriate proceedings and (ii) failure to comply with the provisions being contested has not resulted, and which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable actions to possess and maintain all Material Intellectual Property and Related Intellectual Property and own all right, title and interest in and to, or have a valid license for, all such Material Intellectual Property and Related Intellectual Property (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property). No Loan Party nor any of its Subsidiaries shall take any action, or fail to take any action,

that could reasonably be expected to (i) result in the invalidity, abandonment, misuse, lapse, or unenforceability of Material Intellectual Property (except, in each case under this clause (i), (x) as otherwise set forth on Schedule 5.17, (y) for Permitted Dispositions or (z) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property), or (ii) infringe upon or misappropriate any rights of other Persons except, in the case of this clause (ii), as could not reasonably be expected to have a Material Adverse Effect. Take all commercially reasonable steps, including, in any proceeding before the PTO, the USCO and/or the CIPO, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Borrower Intellectual Property, including, filing of applications for renewal, affidavits of use and affidavits of incontestability (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property).

(c) Do all things reasonably necessary in order to comply with all Environmental Laws at any Real Estate or otherwise in connection with their operations noncompliance with which could reasonably be expected to have a Material Adverse Effect, and obtain all permits and other governmental authorizations for their operations under applicable Environmental Laws other than such permits and other authorizations the failure of which to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Maintain, preserve and protect all of its FF&E material to the operation of its business in working order and condition, ordinary wear and tear excepted; and make all reasonably necessary repairs thereto and renewals and replacements thereof, except, in each case, where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies reasonably acceptable to the Administrative Agent and not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business and operating in the same or similar locations or as is required by applicable Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are reasonably acceptable to the Administrative Agent.

(b) Subject to the Intercreditor Agreement, cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a non-contributing mortgage clause (regarding improvements to real property) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, Credit Parties or any other Person shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(c) Subject to the Intercreditor Agreement, cause commercial general liability policies to be endorsed to name the Collateral Agent as an additional insured.

(d) Subject to the Intercreditor Agreement, cause business interruption policies to name the Collateral Agent as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, the Administrative Agent, the Collateral Agent or any other party shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(e) Cause each such policy referred to in Section 6.07(b) to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium, except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason, except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent.

(f) Deliver to the Collateral Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(g) If at any time the area in which any Eligible Real Estate is located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as is reasonable and customary for similarly situated companies, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, and, upon the request of the Administrative Agent or any Lender, deliver evidence of such flood insurance to the Administrative Agent or such Lender, in form and substance reasonably acceptable to the Administrative Agent or such Lender, or (ii) a "Zone 1" area, obtain earthquake insurance in such total amount as is reasonable and customary for similarly situated companies.

(h) Maintain for themselves and their Subsidiaries, a Directors and Officers insurance policy, and a "Blanket Crime" policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated, and will upon request by the Administrative Agent furnish the Administrative Agent certificates evidencing renewal of each such policy.

(i) Permit any representatives that are designated by the Collateral Agent to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby. The Loan Parties shall pay the reasonable fees and expenses of any representatives retained by the Collateral Agent to conduct any such inspection.

(j) If any Loan Party or its Subsidiaries fails to maintain such insurance and/or fails to provide the Collateral Agent with satisfactory evidence thereof, in accordance with this Section 6.07, the Collateral Agent may, in its reasonable discretion, purchase insurance at the Borrowers' expense to protect the Credit Parties' interests ("Lender Insurance"), and the costs for such Lender Insurance (including the insurance premium, interest, and any other charges that may be imposed with the placement of such Lender Insurance, until the effective date of the cancellation

or expiration of such Lender Insurance) shall be due and payable by the Borrowers on demand, and may be added to the Borrowers' total outstanding Obligations. Such Lender Insurance may not protect the Loan Parties' interests or claims. The Borrowers may later cancel any Lender Insurance, but only after providing the Collateral Agent with evidence that the Borrowers have obtained the insurance coverage required by this Agreement. The costs of the Lender Insurance may be considerably more expensive than the cost of insurance the Borrowers may be able to obtain on their own. Notwithstanding any of the foregoing, there shall be no responsibility on the Collateral Agent's part for obtaining any insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims.

None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply (a) in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect, (b) with Sections 10.17 and 10.22, (c) in all material respects with (i) the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), and (ii) Part IV of the CCAA, the rules of the Canadian Court and any order of the Canadian Court (other than the Canadian Recognition Orders), and (d) in all respects with the Orders and the Canadian Recognition Orders, except in the case of the preceding clauses (a) and (b), non-compliance thereof is permitted by the Bankruptcy Code, Part IV of the CCAA or an order of the Canadian Court (including the Canadian Recognition Orders as applicable.

6.09 Books and Records; Accountants.

(a) (i) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Subsidiary, as the case may be; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Loan Parties or such Subsidiary, as the case may be.

(b) At all times retain BDO USA or another public accounting firm which is reasonably satisfactory to the Administrative Agent and instruct such public accounting firm in writing to cooperate with, and be available to, the Administrative Agent or its representatives to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such public accounting firm, as may be raised by the Administrative Agent; provided that the Lead Borrower shall be entitled to participate

in any such meetings or discussions. The Lead Borrower hereby irrevocably authorizes and directs all auditors, accountants, or other third parties to deliver to the Administrative Agent, at the Borrowers' expense, copies of the Borrowers' financial statements, papers related thereto, and other accounting records of any nature in their possession, and to disclose to the Administrative Agent any information they may have regarding the Collateral or the financial condition of the Borrowers, in each case to the extent permitted by the policies of such auditors, accountants or other third parties at such time; provided that the Lead Borrower shall be entitled to be provided with copies of any such financial statements, papers, accounting records or disclosures contemporaneously therewith.

6.10 Inspection Rights.

(a) Permit, and provide commercially reasonable cooperation with, representatives, Affiliates and independent contractors of the Administrative Agent (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) (who may be accompanied by the Lenders or representatives thereof) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and public accounting firm, all at the expense of the Loan Parties and at such reasonable times during normal business hours on one occasion per each Fiscal Year, upon reasonable advance notice to the Lead Borrower; provided, however, that when an Event of Default has occurred and is continuing, the Administrative Agent (or any of its representatives, Affiliates or independent contractors) may do any of the foregoing at the expense of the Loan Parties, as often as the Administrative Agent may request in its reasonable discretion, and at any time during normal business hours and without advance notice.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit, and provide commercially reasonable cooperation with, the Administrative Agent or professionals (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) retained by the Administrative Agent to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Lead Borrower's practices in the computation of the Aggregate Borrowing Base and (ii) the assets included in the Aggregate Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. During the pendency of the Cases, the Administrative Agent may cause appraisals, commercial finance examinations and other evaluations to be undertaken at such times and with such frequency as the Administrative Agent may determine in its reasonable discretion (and without imposing undue burden on the operation of the business of the Loan Parties), in each case at the expense of the Loan Parties.

(c) [Reserved].

(d) Permit the Administrative Agent, from time to time, to engage a geohydrologist, an independent engineer or other qualified consultant or expert, reasonably acceptable to the Administrative Agent, at the expense of the Loan Parties, to undertake Phase I environmental site assessments during the term of this Agreement of the Eligible Real Estate provided such assessments may only be undertaken (i) during the continuance of a Default, (ii) if a Loan Party receives any notice or obtains knowledge of (A) any potential or known release of any Hazardous Materials at or from any Eligible Real Estate, notification of which must be given to any Governmental Authority under any Environmental Law, or notification of which has, in fact, been

given to any Governmental Authority, or (B) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental health or safety matter affecting any Loan Party or any Eligible Real Estate from any Person (including, without limitation, the Environmental Protection Agency); provided further that one such assessment may be undertaken from and after the Closing Date at the Loan Parties' expense without the requirement that any such event shall have occurred. Environmental assessments may include detailed visual inspections of the Real Estate, including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are reasonably necessary for a determination of the compliance of the Real Estate and the use and operation thereof with all applicable Environmental Laws. The Borrowers will, and will cause each of their Subsidiaries to, cooperate in all respects with the Administrative Agent and such third parties to enable such assessment and evaluation to be timely completed in a manner reasonably satisfactory to the Administrative Agent.

(e) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals of the Borrower Intellectual Property. The Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such appraisals of the Borrower Intellectual Property.

(f) No Borrowing Base calculation shall include Collateral outside the ordinary course of business until completion of applicable appraisals and commercial finance examinations (which shall not be included in the limits provided above, but such appraisals and commercial finance examinations shall only be conducted with the consent of the Lead Borrower) satisfactory to the Administrative Agent.

6.11 Use of Proceeds. Apply the DIP Term Loan solely in accordance with the Orders or the Canadian Recognition Orders, the Approved Budget (subject to the Permitted Variance) and the terms of this Agreement, (a) to pay costs, fees and expenses related to the Cases and the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), (b) to pay adequate protection payments permitted by the Orders, (c) to refinance the Prepetition Obligations as provided in the Orders and Section 2.05, (d) to fund the Carve Out and to make payments under the Carve Out in accordance with this Agreement and the Orders, and (e) to fund the working capital needs and expenditures of the Debtors during the Cases, in each case to the extent expressly permitted under applicable Law and the Loan Documents.

6.12 Additional Loan Parties.

(a) Notify the Administrative Agent at the time that any Person becomes a Subsidiary or is otherwise required to join as a Loan Party, and promptly thereafter (and in any event within fifteen (15) days (or such longer period as the Administrative Agent may agree)), cause any such Person to (i) become a Loan Party by executing and delivering to the Administrative Agent a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (ii) grant a Lien to the Collateral Agent on such Person's assets to secure the Obligations to the extent required under the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), (iii) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (i) above), and (iv) if any Equity Interests or Indebtedness of such Person are owned by or on behalf

of any Loan Party, to pledge such Equity Interests and promissory notes evidencing such Indebtedness to the extent required under the Security Documents. In no event shall compliance with this Section 6.12 waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.12 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Subsidiary, an approval of such Person as a Borrower or permit the inclusion of any acquired assets in the computation of the Borrowing Base. At all times, the Loan Parties shall cause each Subsidiary that is a "Loan Party" (as defined in the DIP ABL Credit Agreement) to remain a Loan Party under the Loan Documents, except to the extent a release of such Loan Party from its obligations under the DIP ABL Loan Documents and the Loan Documents is permitted pursuant to the terms of the DIP ABL Loan Documents and the Loan Documents.

(b) Prior to the acquisition by TCP Canada Inc. of any assets (other than the assets described in Section 5.13(b) hereof or other assets not of the same type that constitute Collateral (which other assets are not used in connection with any of the Loan Parties' business operations)), cause such Person to (A) become a Loan Party by executing and delivering to the Agents a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a Lien to the Collateral Agent on such Person's assets to the extent required by the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), and (C) deliver to the Agents documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (A), subject to customary assumptions and qualifications), all of the foregoing to be in form, content and scope reasonably satisfactory to the Administrative Agent.

6.13 Cash Management.

(a) To the extent not previously delivered to the Administrative Agent, if requested by the Administrative Agent:

(i) deliver to the Administrative Agent copies of notifications (each, a "Credit Card Notification") substantially in the form attached hereto as Exhibit H which have been executed on behalf of such Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 5.21(b); and

(ii) enter into a blocked account agreement for each Blocked Account, in each case in form and substance satisfactory to the Agents (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent (other than with respect to Term Loan Priority Account) shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement) (each, a "Blocked Account Agreement"), with the applicable Blocked Account Bank; provided that, for the avoidance of doubt, no Blocked Account Agreements shall be required with respect to any Excluded Accounts; provided further that, notwithstanding anything to the contrary in this Agreement, the Administrative Agent may from time to time,

in its sole discretion, elect not to require Blocked Account Agreements on DDAs that are exclusively used for disbursements.

(b) (i) Each Credit Card Notification shall require the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all payments due from Credit Card Issuers and Credit Card Processors, and (ii) the Borrowers shall cause each depository institution (including those listed on Schedule 5.21(a)) to cause the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all amounts on deposit in each DDA (other than Excluded Accounts).

(c) Each Blocked Account Agreement shall require, subject to the Cash Management Order, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to each concentration account maintained by the Collateral Agent at Wells Fargo Bank or its Affiliates (each, a "Concentration Account"), of all cash receipts and collections, including, without limitation, the following (except to the extent provided in Section 6.13(l) in respect of the Canadian Operating Account):

(i) all available cash receipts, subject to the Intercreditor Agreement, (x) from the sale of Inventory, and (y) from the sale of other assets (whether or not constituting Collateral);

(ii) all proceeds of collections of Accounts;

(iii) all Net Proceeds, and all other cash payments received by a Loan Party from any Person or from any source or on account of any Disposition or other transaction or event, including, without limitation, any Prepayment Event;

(iv) the then contents of each DDA (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject DDA by the depository institution at which such DDA is maintained);

(v) the then entire ledger balance of each Blocked Account (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject Blocked Account by the Blocked Account Bank);

(vi) the proceeds of all credit card charges; and

(vii) all Tariff Refund Proceeds.

Prior to the exercise of remedies provided for in Section 8.02 (or before the DIP Term Loan has automatically become immediately due and payable as set forth in the proviso to Section 8.02) subject to the Cash Management Order, all amounts received in a Concentration Account from any source, including the Blocked Account Banks, shall be applied by the Administrative Agent as provided in Section 2.06(i).

(d) [Reserved].

(e) Each Concentration Account shall at all times be under the sole dominion and control of the Collateral Agent, or the ABL Agent subject to the terms of the Intercreditor Agreement . The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no

right of withdrawal from a Concentration Account, (ii) subject to entry of the Interim Order (and, when applicable, the Final Order) the funds on deposit in a Concentration Account shall at all times be collateral security for all of the Obligations and the Prepetition Obligations, and (iii) subject to the Cash Management Order, the Canadian Interim DIP Recognition Order and/or the Canadian Final DIP Recognition Order, as applicable, the funds on deposit in a Concentration Account shall be applied as provided in this Agreement.

(f) In the event that any Loan Party receives or otherwise has dominion and control of any proceeds or collections described in Section 6.13(c), such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(g) Upon the request of the Administrative Agent, the Loan Parties shall cause bank statements and/or other reports to be delivered to the Administrative Agent not less often than monthly, accurately setting forth all amounts deposited in each Blocked Account to ensure the proper transfer of funds as set forth above.

(h) Notwithstanding anything to the contrary contained in this Section 6.13 and in all cases subject to the Orders and the Cash Management Order, (i) prior to the delivery of a Term Termination Declaration, all Net Proceeds of Term Priority Collateral (other than Net Proceeds of Franchise Receivables which may be used to pay disbursements in accordance with the Approved Budget) shall be remitted to the Term Loan Priority Account and (ii) on and after the occurrence of delivery of a Term Termination Declaration, all Net Proceeds of Term Priority Collateral shall be remitted to the Term Loan Priority Account. Subject to Section 6.23, the Term Loan Priority Account shall be subject to a Blocked Account Agreement in form and substance reasonably satisfactory to the Agents.

(i) After the Discharge of ABL Obligations, all collections and proceeds of the Collateral shall be deposited in the Term Loan Priority Account and may be used to pay the Obligations or as otherwise agreed to by the Administrative Agent to pay disbursements in accordance with the Approved Budget. After the Discharge of ABL Obligations, on any day that Excess Availability is greater than zero dollars ($0), subject to the conditions listed herein, the Loan Parties may request that the Administrative Agent release Term Loan Priority Account Cash to the Loan Parties in an amount not to exceed the lesser of (A) the amount of the then existing cash in the Term Loan Priority Account, and (B) disbursements for such week in the Approved Budget or such greater amounts as approved by the Administrative Agent in writing . After the Discharge of ABL Obligations, each request to release cash in the Term Loan Priority Account shall be made upon the Lead Borrower's irrevocable notice to the Administrative Agent via a Term Loan Priority Account Cash Release Notice appropriately completed and signed by a member of senior management of the Lead Borrower, which may be given by electronic mail. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. Eastern time on the requested date of such release of Term Loan Priority Account Cash. Any such request to release Term Loan Priority Account Cash shall be subject to the following conditions precedent (the "Cash Release Conditions"): (I) no Default or Event of Default shall have occurred or be existing on the date of the release of any Term Loan Priority Account Cash; (II) concurrently with such request, the Loan Parties shall deliver to the Administrative Agent, an updated Borrowing Base Certificate, which shall set forth the Aggregate Borrowing Base based on the balances as of the close of business on the prior Saturday and calculated on a pro forma basis after giving effect to such proposed release of Term Loan Priority Account Cash, and (III) such request shall specify the amount of Term Loan

Priority Account Cash that the Lead Borrower is requesting be released which shall be in compliance with the Approved Budget, and shall be accompanied by the calculations and such other information that Administrative Agent shall reasonably request to confirm compliance with the terms of this paragraph. Upon satisfaction of the Cash Release Conditions, the Administrative Agent shall arrange for the release of the requested Term Loan Priority Account Cash to the Lead Borrowers' operating account. The provisions of this Section 6.13(i) shall not be deemed a waiver in any respect of the Event of Default resulting from Excess Availability that is less than zero dollars ($0).

(j) [Reserved].

(k) Subject to the Cash Management Order, cause all Tariff Refund Proceeds to be paid directly into a Blocked Account that is subject to a Blocked Account Agreement, and designate such Blocked Account in all CBP, CAPE, customs broker, customs counsel, claims administrator, Governmental Authority, portal, platform and payment-instruction records. If direct deposit of Tariff Refund Proceeds into such a Blocked Account is not available, the Loan Parties shall, subject to the Cash Management Order, use the available payment instruction that is most protective of the Credit Parties, shall hold any such Tariff Refund Proceeds in trust for the Collateral Agent, and shall, not later than the Business Day after receipt thereof, transfer all such Tariff Refund Proceeds into a Blocked Account that is subject to a Blocked Account Agreement.

(l) The Loan Parties shall comply in all respects with the Cash Management Order.

(m) Notwithstanding anything to the contrary in this Section 6.13, and in all cases subject to the Cash Management Order and the Canadian Recognition Orders, with respect to the Deposit Account of the Canadian Borrower maintained at The Toronto-Dominion Bank with an account number ending in 2498, into which cash receipts and collections are concentrated and from which disbursements are made (the "Canadian Operating Account"), the Loan Parties shall: (i) not make, or permit to be made, any disbursement, withdrawal, payment or transfer from the Canadian Operating Account other than disbursements in the amounts, to the payees and of the types set forth as operating disbursements in the then-applicable Approved Budget for the applicable period, in each case subject only to the Permitted Variance; and in no event shall the Loan Parties make any disbursement or transfer from the Canadian Operating Account to any Subsidiary or to any other Loan Party or any Subsidiary of any other Loan Party; (ii) on each Business Day (or at such other intervals as the Administrative Agent may direct), remit, or cause to be remitted, to a Concentration Account the entire then-current ledger balance of the Canadian Operating Account, net only of amounts required to fund the disbursements permitted under clause (i) above for the applicable period, and the Loan Parties shall not retain, accumulate or hold in the Canadian Operating Account any amounts in excess of the amounts required to fund the disbursements permitted under clause (i) for the then-applicable Approved Budget period; to the extent the Canadian Borrower repatriates any funds to any U.S. Loan Party, such funds shall be remitted to, prior to the Discharge of ABL Obligations, to the Concentration Account maintained at JP Morgan Chase with an account ending in 7701 and thereafter to the Term Loan Priority Account and shall be disbursed or applied solely with the Administrative Agent's consent; (iii) notwithstanding clause (i), nothing herein shall prohibit, and the Loan Parties shall remain obligated to make, disbursements from the Canadian Operating Account consisting of amounts required to comply with any order of a court of competent jurisdiction, including the Bankruptcy Court and any Canadian Court; and (iv) commencing on the first Business Day of the first full week following the Closing Date, and on each Business Day (or at such other intervals as the Administrative Agent may direct) thereafter, deliver to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, bank statements for, and a reconciliation of, the Canadian Operating Account evidencing that (x) only

disbursements permitted under clause (i) (or clause (iii)) were made from the Canadian Operating Account and (y) the net balance was remitted to a Concentration Account in accordance with clause (ii). Any failure to comply with this Section 6.13(m) shall constitute an immediate Event of Default. For the avoidance of doubt, nothing in this Section 6.13(m) limits the Loan Parties' obligations under Section 6.13(c) or the Administrative Agent's or Collateral Agent's rights with respect to the Canadian Operating Account under this Agreement, the Cash Management Order or any Blocked Account Agreement.

6.14 Information Regarding the Collateral.

(a) Furnish to the Administrative Agent at least thirty (30) days' prior written notice of any change in: (i) any Loan Party's name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it, any location, office or facility at which Collateral owned by it is located (including the establishment of any such new location, office or facility), or, in the case of a Canadian Loan Party, its registered office; (iii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iv) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of organization. The Loan Parties agree not to effect or permit any change referred to in the preceding sentence unless all filings (including fixture filings) have been made under the UCC, the PPSA or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral (subject only to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens) for its own benefit and the benefit of the other Credit Parties.

(b) From time to time as may be reasonably requested by the Administrative Agent, the Lead Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Closing Date that, if existing or occurring on the Closing Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Credit Parties' consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Credit Parties' waiver of any Default resulting from the matters disclosed therein.

6.15 Physical Inventories.

(a) Cause not less than one (1) physical inventory to be undertaken, at the expense of the Loan Parties, in each twelve month period, conducted by such inventory takers as are satisfactory to (x) prior to the Discharge of ABL Obligations, the ABL Agent and (y) thereafter, the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding inventory or as otherwise may be satisfactory to (x) prior to the Discharge of ABL Obligations, the ABL Agent and (y) thereafter, the Collateral Agent. The Collateral Agent and any Lender, at the expense of the Loan Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaken on behalf of any Loan

Party. Upon the request of the Collateral Agent, the Lead Borrower shall provide the Collateral Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory undertaken by a Loan Party) and shall post such results to the Loan Parties' stock ledgers and general ledgers, as applicable.

(b) The Collateral Agent, in its discretion, if any Default shall have occurred and be continuing, may cause such additional inventories to be taken as the Collateral Agent determines (each, at the expense of the Loan Parties); provided, that if the ABL Agent caused such additional inventories in accordance with the DIP ABL Credit Agreement, the Administrative Agent shall utilize such additional inventories caused by the ABL Agent.

6.16 Environmental Laws. (a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws; (b) obtain and renew all environmental permits appropriate or necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP.

6.17 Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments (including Intellectual Property filings), and take all such further actions (including the filing and recording of financing statements, Intellectual Property filings and other documents), that may be required under any applicable Law, or which any Agent may request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties. The Loan Parties also agree to provide to the Agents, from time to time upon request, evidence satisfactory to the Agents as to the perfection and priority of the Liens created or intended to be created by the Security Documents. Notwithstanding anything to the contrary contained in this clause (a), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(b) If any material assets are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of the Security Documents upon acquisition thereof), notify the Agents thereof, and the Loan Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be reasonably necessary or shall be reasonably requested by any Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section 6.17, all at the expense of the Loan Parties. In no event shall compliance with this Section 6.17(b) waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.17(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute Consent to the inclusion of any acquired assets in the computation of the Borrowing Base. Notwithstanding anything to the contrary contained in this clause (b), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(c) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause each of its customs brokers, freight forwarders, consolidators and other carriers which, individually, have control over, and/or hold the documents evidencing ownership of, Inventory or other Collateral of the Loan Parties with an aggregate retail value in excess of ten percent (10%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time to deliver a Customs Broker Agreement to the Collateral Agent and (ii) simultaneously with the delivery to the ABL Agent, deliver to the Collateral Agent a Customs Broker Agreement with each such customs broker, freight forwarder, consolidator or other carrier for which such an agreement has been provided to the ABL Agent.

(d) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause any of its landlords with respect to Real Estate acquired or leased after the Closing Date to deliver a Collateral Access Agreement to the Collateral Agent in such form as the Collateral Agent may reasonably require if the aggregate retail value of the Inventory or other Collateral of the Loan Parties at any such location exceeds five percent (5%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time and (ii) simultaneously with the delivery to the ABL Agent, deliver to the Collateral Agent a Collateral Access Agreement for any Real Estate for which a Collateral Access Agreement has been provided to the ABL Agent.

(e) Notwithstanding the foregoing, the Collateral Agent shall not enter into any Mortgage in respect of any improved Real Estate acquired by any Loan Party after the Closing Date (whether or not Eligible Real Estate) unless the Collateral Agent has provided to the Lenders (i) if such Mortgage relates to an improved Real Estate not located in a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), a completed Flood Certificate with respect to such improved Real Estate from a third-party vendor at least ten (10) Business Days prior to entering into such Mortgage, or (ii) if such Mortgage relates to an improved real property located in such a "flood hazard area", the following documents with respect to such improved Real Estate at least thirty (30) days prior to entering into such Mortgage: (1) a completed Flood Certificate from a third party vendor; (2) (A) a notification to the Lead Borrower that such real property is located in such a "flood hazard area" and (if applicable) notification to the Lead Borrower that flood insurance coverage is not available and (B) evidence of the receipt by the Lead Borrower of such notice; and (3) if required by applicable Laws (including, without limitation, the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect), evidence of required flood insurance; provided that the Collateral Agent may enter into any such Mortgage prior to the notice period specified above if the Collateral Agent shall have received confirmation from each applicable Lender that such Lender has completed any necessary flood insurance due diligence to its reasonable satisfaction. Notwithstanding anything to the contrary contained herein (including this Section 6.17 and Section 10.01) or in any other Loan Document, (x) the Collateral Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Lenders has received forty-five (45) days' prior written notice thereof and the Collateral Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Insurance Laws or as otherwise satisfactory to such Lender, and (y) at any time that the Real Estate or any other real property is included in the Collateral, no renewal or extension of the DIP Term Loan shall be consummated until the completion of flood due diligence, documentation and coverage as required by the Flood Insurance Laws or as otherwise satisfactory to all Lenders.

(f) Notwithstanding anything to the contrary contained herein (including this Section 6.17) or in any other Loan Document, the Agents shall not accept delivery of any joinder to any

Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and the Administrative Agent and the Lenders have completed their respective Patriot Act searches, OFAC/PEP searches, Canadian AML Legislation searches (if applicable), and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to the Administrative Agent and the Lenders.

6.18 Compliance with Terms of Leaseholds.

(a) Except as otherwise expressly permitted hereunder or to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, consistent with the Approved Budget (subject to the Permitted Variance), make all payments and otherwise perform all obligations arising after the Petition Date in respect of all Leases of real property to which any Loan Party or any of its Subsidiaries is a party, (ii) keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, (iii) notify the Administrative Agent of any default by any party with respect to such Leases, and (iv) cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so except, in each case, with respect to Leases relating to Store locations subject to Specified Store Closing Sales after the effectiveness of the rejection of such applicable Lease. In the event that the Borrowers become delinquent in their rent payments, subject to Section 2.01(c), the Administrative Agent may establish Reserves against any applicable Borrowing Base for the amount of any landlord liens arising from such delinquency.

(b) Other than with respect to Leases relating to Stores subject to the Specified Store Closing Sales, (i) obtain the Administrative Agent's prior written consent prior to rejecting any Lease of real property and (ii) consult with the Administrative Agent regarding any plans to assume or reject any Lease of real property.

6.19 Material Contracts. Except as otherwise expressly permitted hereunder, to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) perform and observe all of the terms and provisions of each Material Contract to be performed or observed by any Loan Party or any of its Subsidiaries after the Petition Date, (ii) take all such action required on the part of any Loan Party or any of its Subsidiaries to maintain each such Material Contract in full force and effect, (iii) enforce each such Material Contract in accordance with its terms, (iv) take all such action to such end as may be from time to time requested by the Administrative Agent, and (v) upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, and cause each of its Subsidiaries to do so.

6.20 ERISA.

(a) Comply in all material respects with the applicable provisions of ERISA or any other applicable federal, state, provincial, local or foreign law dealing with such matters, except where the failure to comply could reasonably be expected to result in a claim or liability against any Loan Party or its Affiliates of $1,500,000 or more.

(b) Subject to the provisions of the Bankruptcy Code and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge promptly any liability imposed upon it pursuant to the provisions of Title IV of ERISA; provided, however, that neither any Loan Party nor any ERISA Affiliate or any other Subsidiary of the Loan Parties shall be required to pay any such liability if (i) the amount, applicability or validity thereof shall be diligently contested in good faith by appropriate proceedings, and (ii) such Person shall have set aside on its books reserves, in the opinion of the independent certified public accountants of such Person, adequate with respect thereto.

(c) Deliver to the Collateral Agent, promptly, and in any event within 20 days, after (i) the occurrence of any Reportable Event in respect of a Plan, a copy of the materials that are filed with the PBGC, (ii) any Loan Party or any ERISA Affiliate or an administrator of any Plan files with participants, beneficiaries or the PBGC a notice of intent to terminate any such Plan, a copy of any such notice, (iii) the receipt of notice by any Loan Party or any ERISA Affiliate or an administrator of any Plan from the PBGC of the PBGC's intention to terminate any Plan or to appoint a trustee to administer any such Plan, a copy of such notice, (iv) the request by any Lender of copies of each annual report that is filed on Treasury Form 5500 with respect to any Plan, together with certified financial statements (if any) for the Plan and any actuarial statements on Schedule B to such Form 5500, (v) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which could reasonably be expected to constitute grounds under the provisions of Section 4042 of ERISA for the termination of (or the appointment of a trustee to administer) any Plan, an explanation of such event or condition, (vi) the receipt by any Loan Party or any ERISA Affiliate of an assessment of withdrawal liability under Section 4201 of ERISA from a Multiemployer Plan, a copy of such assessment, (vii) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which would reasonably be expected to cause any one of them to incur a liability under Section 4062, 4063, 4064 or 4069 of ERISA or Section 412(n) or 4971 of the Code, an explanation of such event or condition, or (viii) any Loan Party or any ERISA Affiliate knows or has reason to know that an application is to be, or has been, made to the Secretary of the Treasury for a waiver of the minimum funding standard under the provisions of Section 412 of the Code, a copy of such application, and in each case described in clauses (i) through (iii) and (v) through (vii) together with a statement signed by an officer setting forth details as to such Reportable Event, notice, event or condition and the action which such Loan Party and any ERISA Affiliate proposes to take with respect thereto.

6.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.Each Loan Party will, and will cause each of its Subsidiaries to comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective Subsidiaries to comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

6.22 Term Loan Pushdown Reserve. The Loan Parties shall take such steps as shall be required under the DIP ABL Credit Agreement and the Intercreditor Agreement, as applicable (including, without limitation, delivery of Borrowing Base Certificates as may be required by the ABL Agent and the Administrative Agent), to enable the ABL Agent to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base, as and when applicable, in accordance with the terms of the DIP ABL Credit Agreement and the Intercreditor Agreement.Milestones. The Loan Parties shall satisfy each of the milestones set forth on Schedule 6.23 (each, a "Milestone" and, collectively, the "Milestones") on or before the applicable date set forth therein. The Administrative Agent shall have the

ability to extend any Milestone in writing (which may be by electronic mail from counsel to the Administrative Agent). Schedule 6.23 may be amended, supplemented or otherwise modified from time to time by a writing executed by the Administrative Agent and the Lead Borrower, without the need to comply with Section 10.01, and the Administrative Agent shall promptly deliver a copy of any such modified Schedule 6.23 to the Lenders. Each reference in this Agreement or any other Loan Document to Schedule 6.23 or to any Milestone shall mean Schedule 6.23 or such Milestone, as applicable, as so extended, amended, supplemented or otherwise modified from time to time in accordance with this Section 6.23.

6.24 Approved Budget; 13-Week Cash Flow Reporting.

(a) The Loan Parties shall deliver to the Administrative Agent (i) on or prior to the Closing Date, an Initial Budget and (ii) thereafter, no later than 5:00 p.m. each Wednesday of the fifth (5th) week of the Initial Budget and each subsequent Approved Budget (commencing with December 9, 2026) or, to the extent such Wednesday is not a Business Day, the next Business Day thereafter (each, an "Approved Budget Reporting Date"), an updated Budget for the 13-week period commencing as of the Sunday immediately preceding such Approved Budget Reporting Date, in form and substance substantially consistent with the Initial Budget and otherwise satisfactory to the Administrative Agent in its sole discretion (it being understood that no such updated, modified or supplemented Budget shall be effective until so approved by the Administrative Agent in its sole discretion and only once so approved by the Administrative Agent shall it be deemed an "Approved Budget" (it being further understood that the Initial Budget shall constitute the Approved Budget until superseded in accordance with this Section 6.24) (it being understood that if the Administrative Agent does not provide notice to the Loan Parties that any such updated, modified or supplemented Budget is not in form and substance satisfactory to the Administrative Agent within five (5) Business Days of receipt thereof, such updated, modified, or supplemented budget shall be deemed the newly approved Approved Budget hereunder); provided that, in the event the Administrative Agent, on the one hand, and the Loan Parties, on the other hand, cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, the budget covenants set forth in Section 7.20 with respect to any period shall be tested based on the initial Approved Budget for such period (without giving effect to any updates, modifications or supplements thereto unless expressly approved by the Administrative Agent for the purposes of testing such covenants in Section 7.20) (it being understood and agreed however that, to the extent that the period covered by such initial Approved Budget has terminated and such parties have not agreed (while acting in good faith) to the next Approved Budget, an Event of Default shall be deemed to have occurred). Each Approved Budget shall be prepared by the Lead Borrower (in consultation with the Financial Advisor) for the 13-week period covered thereby and shall be prepared in good faith based upon assumptions believed by the Lead Borrower to be reasonable at the time such Approved Budget was prepared and information believed by the Lead Borrower to have been accurate based upon the information available to the Lead Borrower at the time such Approved Budget was prepared, and without awareness of any facts or information that would lead it to believe that such Approved Budget would be incorrect or misleading in any material respect. Each Approved Budget shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent.

(b) The Agents and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for the payment of professional fees and expenses (including those of the Agents and the Lenders) are estimates only, and the Loan Parties remain obligated to pay all Obligations and Prepetition Obligations in accordance with the terms of the Loan Documents and the Orders regardless of

whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimate of a loan balance in excess of any Borrowing Base, the Aggregate Borrowing Base or other lending limit) shall constitute an amendment or other modification of any Loan Document, any Borrowing Base or of any Aggregate Borrowing Base or other lending limit set forth herein.

6.25 Variance Reporting. The Loan Parties shall deliver to the Administrative Agent, on a weekly basis, on Wednesday of each week (commencing with December 2, 2026), or, to the extent such day is not a Business Day, the next Business Day thereafter, an Approved Budget Variance Report, and such Approved Budget Variance Report shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

6.26 Loan Party Advisors. The Loan Parties shall retain at all times during the Cases (i) Berkeley Research Group, LLC, as the Loan Parties' financial advisor (in such capacity, the "Financial Advisor"), (ii) Rudolph Morando and Christopher McAvinn, as the Loan Parties' co-chief restructuring officers (collectively, in such capacity. the "CRO"), (iii) Cascadia Capital, LLC, as the Loan Parties' investment banker (in such capacity, the "Investment Banker"), (iv) A&G Real Estate Partners, as the Loan Parties' real estate and lease disposition advisor (the "Lease Advisor") and (v) C Street Advisory Group, LLC, as the Loan Parties' public relations advisor (the "PR Advisor", together with the Financial Advisor, the CRO, the Investment Banker, the Approved Liquidator, the Lease Advisor and any other independent appraisers, financial advisors, investment bankers and consultants engaged from time to time by the Loan Parties with the prior written consent of the Administrative Agent, each a "Loan Party Advisor" and, collectively, the "Loan Party Advisors"), in each case on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent, and not terminate the engagement of, or materially diminish the role of, any Loan Party Advisor without the prior written consent of the Administrative Agent (other than in connection with a replacement reasonably satisfactory to the Administrative Agent). The Loan Parties shall:

(a) coordinate with the Loan Party Advisors in connection with the preparation of each Budget, each Approved Budget Variance Report and the other reporting required to be delivered pursuant to this Agreement and the achievement of the Milestones;

(b) except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, (i) authorize the Agents (and their respective agents and advisors, including any Lender Group Consultant) to communicate directly with the Loan Party Advisors regarding any and all matters related to the Loan Parties and their Affiliates or the Cases, and (ii) authorize and direct each applicable Loan Party Advisor to communicate directly with the Agents (and their respective agents and advisors, including any Lender Group Consultant) regarding the Loan Parties and their Affiliates or the Cases and to promptly provide the Agents and the Lenders (or their respective agents or advisors) with copies of reports, Collateral valuation updates and other information or materials prepared or reviewed by such Loan Party Advisor as the Administrative Agent or any Lender may reasonably request subject to customary confidentiality restrictions;

(c) [reserved]; and

(d) conduct and participate in (and cause the Loan Party Advisors to participate in) a conference call on Friday of each week (or more frequently as reasonably requested by the Administrative Agent) with the Agents and the Lenders (and their respective advisors and counsel, including any Lender Group Consultant) to discuss, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Approved Budget, the Approved Budget

Variance Reports, Store closings, the Milestones and such other matters relating to the Loan Parties, their Affiliates or the Cases as the Administrative Agent or any Lender may reasonably request.

6.27 Lender Group Consultant. The Loan Parties acknowledge and agree that the Administrative Agent shall be permitted to engage (directly or through counsel), for the benefit of the Credit Parties, such outside financial advisors, consultants and other advisors (each, a "Lender Group Consultant") as the Administrative Agent may determine to be reasonably necessary or appropriate, and, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Loan Parties (i) shall pay all reasonable and documented fees, costs and expenses of any Lender Group Consultant as Credit Party Expenses in accordance with Section 10.04(a), subject to the Orders, and (ii) acknowledge that all reports, determinations and other written and verbal information provided by any Lender Group Consultant shall be confidential and that no Loan Party shall be entitled to have access to the same.

6.28 Priority of Liens and Claims. Each Loan Party hereby covenants, represents and warrants that, (a) the relative priorities of the Liens securing the Prepetition Obligations and the Obligations with respect to the Collateral shall be as set forth in the Interim Order (and, when entered, the Canadian Interim DIP Recognition Order, the Final Order and the Canadian Final DIP Recognition Order) and the Intercreditor Agreement and (b) all such Liens shall be effective and perfected upon entry of the Interim Order and, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order, in each case without the necessity of the execution or recordation of filings by the Debtors of security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim Order and the Canadian Interim DIP Recognition Order (and, when entered, the Final Order and the Canadian Final DIP Recognition Order).

6.29 Bankruptcy-Related Matters. The Loan Parties shall, and shall cause each of their respective Subsidiaries to:

(a) cause all proposed (i) "first day" orders, (ii) "second day" orders, (iii) orders of the Canadian Court in the Recognition Proceedings including the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, and any Canadian Supplemental Order, and (iv) orders related to or affecting the Loans, the Prepetition Senior Debt and the Loan Documents, any other financing or use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code), any sale or other disposition of Collateral outside the ordinary course of business or adequate protection, in each case, proposed by the Debtors, to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent, it being understood and agreed that the forms of orders approved by the Administrative Agent prior to the Petition Date (including the forms of orders in respect of the Recognition Proceedings) are in accordance with and permitted by the terms of this Agreement and are acceptable to the Administrative Agent in all respects;

(b) comply with (i) the terms and conditions of the Orders, as then in effect, in all respects, and shall not seek any reversals, vacatur, stay, amendment or modification thereto without the prior written consent of the Administrative Agent, and (ii) all terms and conditions of all other orders entered by the Bankruptcy Court and the Canadian Court, unless otherwise agreed to in writing by the Administrative Agent;

(c) provide the Agents and the Lenders with reasonable access to non-privileged information (including historical information) and relevant personnel regarding strategic planning, cash and liquidity management, operational and restructuring activities, in each case subject to customary confidentiality restrictions;

(d) deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all material proposed pleadings, motions, applications, orders, financial information and other documents to be filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or by or on behalf of the Foreign Representative or the Loan Parties with the Canadian Court in the Recognition Proceedings and consult in good faith with the Administrative Agent and its advisors regarding the form and substance of any such document; and

(e) if not otherwise provided through the Bankruptcy Court's electronic docketing system, deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all final pleadings, motions, applications, orders, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or with the Canadian Court in the Recognition Proceedings, or distributed by or on behalf of the Loan Parties to any official or unofficial committee appointed or appearing in the Cases.

6.30 Post-Closing Covenants.

(a) The Loan Parties shall, on or prior to November 18, 2026 (or such later date as the Administrative Agent may agree in its reasonable discretion) deliver to the Administrative Agent a Mortgage with respect to the Mortgaged Property, substantially in the form of Mortgage delivered in connection with the Prepetition Credit Agreement (but, for the avoidance of doubt, this clause (a) shall not require the provision of any of the other deliverables with respect to such Mortgage that would be contemplated by the definition of "Eligible Real Estate" or Section 6.17(e)).

(b) The Loan Parties shall, on or prior to the Final Order Entry Date (or such later date as the Administrative Agent may agree in its reasonable discretion) deliver to the Administrative Agent the Intellectual Property Security Agreements.

ARTICLE VII.
NEGATIVE COVENANTS

Until the Payment in Full of the Obligations, no Loan Party shall, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the UCC, the PPSA or any similar Law or statute of any jurisdiction a financing statement that names any Loan Party or any Subsidiary thereof as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement; sell any of its property or assets subject to an understanding or agreement (contingent or otherwise) to repurchase such property or assets with recourse to it or any of its Subsidiaries; or assign or otherwise transfer any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

7.02 Investments. Have outstanding, make, acquire or hold any Investment (or become contractually committed to do so), directly or indirectly, or incur any liabilities (including contingent obligations) for or in connection with any Investment, except Permitted Investments.

7.03 Indebtedness; Disqualified Stock. (a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; (b) issue Disqualified Stock, or (c) except as otherwise expressly permitted hereby, issue and sell any other Equity Interests unless (i) such Equity Interests shall be issued solely by the Lead Borrower and not by a

Subsidiary of a Loan Party, (ii) such Equity Interests provide that all dividends and other Restricted Payments in respect thereof shall be made solely in additional shares of such Equity Interests, in lieu of cash, (iii) such Equity Interests shall not be subject to redemption other than redemption at the option of the Loan Party issuing such Equity Interests and in accordance with the limitations contained in this Agreement, and (iv) all Restricted Payments in respect of such Equity Interests are expressly subordinated to the Obligations.

7.04 Fundamental Changes.

(a) Merge, amalgamate, dissolve, liquidate, wind up, consolidate with or into another Person, reorganize, enter into a proposal, plan of reorganization, arrangement, recapitalization or reclassify its Equity Interests (or agree to do any of the foregoing) (other than pursuant to a Chapter 11 plan of reorganization or liquidation in the Cases that provides for the indefeasible payment in full in cash of all Obligations and all Prepetition Obligations on the effective date thereof, or as otherwise consented to in writing by the Administrative Agent and approved by the Bankruptcy Court); or

(b) suspend or go out of a substantial portion of its or their business or any material line of business, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect thereto or would result therefrom (including in the case of an amalgamation involving a Canadian Loan Party that such amalgamation will not result in any Liens that are not Permitted Encumbrances), any Subsidiary may merge, consolidate or amalgamate with (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided further that when any wholly-owned Subsidiary is merging with another Subsidiary, the wholly-owned Subsidiary shall be the continuing or surviving Person.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except Permitted Dispositions.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom and, in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party (which may include intermediate Restricted Payments by a Subsidiary of a Loan Party to a Subsidiary that is not a Loan Party so long as, reasonably contemporaneously therewith, such Restricted Payments are further remitted to a Loan Party), and (ii) each Subsidiary of a Loan Party that is not a Loan Party (the "Paying Subsidiary") may make Restricted Payments to any other Subsidiary of a Loan Party that is not a Loan Party (the "Recipient Subsidiary"); provided that the Paying Subsidiary is a direct or indirect Subsidiary of the Recipient Subsidiary; and

(b) the Loan Parties and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person.

Notwithstanding anything else set forth in this Section 7.06 to the contrary, (A) no Related Intellectual Property shall be the subject of any Restricted Payment to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted

under the DIP ABL Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the ABL Borrowing Base shall be the subject of any Restricted Payment to any non-Loan Party without the Administrative Agent's prior consent.

7.07 Payments and Prepayments of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except, to the extent not prohibited by the Intercreditor Agreement, as applicable, and in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) the Obligations, (ii) the Prepetition Obligations, (iii) any adequate protection payments expressly provided for in the Orders or the Canadian Recognition Orders, and (iv) as set forth in the Approved Budget (subject to the Permitted Variance);

(b) regularly scheduled payments of principal, voluntary prepayments of principal, mandatory prepayments or repayments (in respect of ABL Priority Collateral) of principal, and all payments in respect of interest, fees, expenses and other DIP ABL Obligations owing under the DIP ABL Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement), in each case, as and when due under the DIP ABL Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement); and

(c) refinancings and refundings of such Indebtedness permitted pursuant to Section 7.03.

7.08 Change in Nature of Business. Engage in any line of business substantially different from the business (or any business substantially related or incidental thereto) conducted by the Loan Parties and their Subsidiaries on the Closing Date.

7.09 Transactions with Affiliates. Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, except for: (a) transactions that are on fair and reasonable terms, that are fully disclosed to the Administrative Agent, and that are no less favorable to the Loan Parties than would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate; (b) [reserved]; (c) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness, in each case under this clause (c), consistent with the Approved Budget (subject to the Permitted Variance); and (d) intercompany Investments permitted pursuant to clauses (g) and (i) of the definition of Permitted Investments, in each case under this clause (d), consistent with the Approved Budget (subject to the Permitted Variance).

7.10 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than the Prepetition Credit Agreement, the "Loan Documents" (under and as defined in the Prepetition Credit Agreement), this Agreement, any other Loan Document, the Prepetition ABL Loan Documents, the DIP ABL Credit Agreement, any other DIP ABL Loan Document, or the New Headquarters Lease Guaranty) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Subsidiary to Guarantee the Obligations, (iii) of any Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favor of the Collateral Agent; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness;

or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.11 Use of Proceeds. Use the proceeds of the Borrowing, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or extending credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the FRB; (b) to make any payments to a Sanctioned Entity or a Sanctioned Person, to finance any investments in a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (c) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; or (d) for purposes other than those permitted under this Agreement.

7.12 Amendment of Material Documents.

(a) Absent the prior written consent of the Administrative Agent, or in accordance with the Orders or the Canadian Recognition Orders, amend or modify any term, provision or condition of, or waive any Loan Party's rights under, (i) its Organization Documents, (ii) any Material Contract or Material Indebtedness (other than on account of the Prepetition ABL Loan Documents and the DIP ABL Loan Documents), in each case of clauses (i) and (ii) to the extent that such amendment, modification or waiver would result in a Default or an Event of Default under any of the Loan Documents or otherwise would be reasonably likely to have a Material Adverse Effect, (iii) the TCP Board Letter Agreement in any manner that would adversely affect the rights of any Credit Party or would otherwise be more restrictive to the Loan Parties, (iv) the Mithaq Subordinated Notes, the Hong Kong Subordinated Notes and any other document governing Subordinated Indebtedness to the extent that such amendment, modification or waiver thereto would not be permitted under the applicable Subordination Agreement, (v) any ABL Loan Document or agreement in respect of any refinancing of any Indebtedness under any ABL Loan Document, to the extent that such amendment, modification or waiver would not be permitted under the Intercreditor Agreement, (vi) the Stalking Horse Purchase Agreement or any other Purchase Agreement or (vii) the Specified Liquidation Agreement; and

(b) Unless the Administrative Agent shall have consented, such consent to be provided in its reasonable discretion, or in accordance with the Orders or the Canadian Recognition Orders (i) change or modify, or otherwise consent to any change or modification to, the nature of the sale of Inventory and other assets subject of the Specified Store Closing Sales contemplated by the Specified Liquidation Agreement as in effect on the Petition Date, with respect to any Store location, to no longer constitute a "going out of business" sale, (ii) remove, or otherwise consent to the removal of, any Store location from the Specified Store Closing Sale process, or (iii) sell or dispose of, or permit to sell or dispose of, Inventory or other assets subject of the Specified Store Closing Sales through Amazon.

7.13 Corporate Name; Fiscal Year.

(a) Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP.

(b) (a) change its name as it appears in official filings in the jurisdiction of its incorporation, formation or other organization (b) change its chief executive office, registered office, principal place of business, corporate offices or warehouses or locations at which any material portion of the Collateral is held or stored, or the location of its records concerning the Collateral, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its jurisdiction of incorporation, formation or other organization, or (e) change its jurisdiction of incorporation, formation or organization, in each case without at least thirty (30) days' prior written notice to the Collateral Agent and after the Collateral Agent's written acknowledgment, which acknowledgment shall not be unreasonably withheld or delayed, that any reasonable action requested by the Collateral Agent in connection therewith, including to continue the perfection of any Liens in favor of the Collateral Agent, on any Collateral, has been completed or taken, and provided that any such new location of any U.S. Loan Party or Domestic Subsidiary shall be in the continental United States and any such new location of any Canadian Loan Party or Canadian Subsidiary shall be in Canada.

7.14 Blocked Accounts; Credit Card Processors; Term Loan Priority Account. (a) Open new Blocked Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Blocked Account Agreements consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement).

(b) Enter into new agreements with Credit Card Processors or Credit Card Issuers other than the ones expressly contemplated herein or in Section 6.13 hereof unless the Loan Parties shall have delivered to the Collateral Agent true and complete copies of such agreements and appropriate Credit Card Notifications consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement).

(c) Deposit, or cause to be deposited, any funds into any Term Loan Priority Account other than proceeds of the Term Priority Collateral (in all cases, subject to the Cash Management Order).

7.15 Consignments. Consign any Inventory or sell any Inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale.

7.16 Antilayering. The Loan Parties will not, and will not permit any of their Subsidiaries to, incur or in any fashion become or remain liable with respect to any Indebtedness of the Loan Parties or any Subsidiary which, by its terms, is subordinated to any other Indebtedness of such Loan Party or such Subsidiary and which is not expressly subordinated to the Obligations on terms satisfactory to the Administrative Agent.

7.17 Canadian Defined Benefit Plan. No Loan Party will sponsor, maintain, contribute to or otherwise incur liability under a Canadian Defined Benefit Plan.

7.18 Foreign Transfers. Permit the Loan Parties organized and located within the United States and Canada to make intercompany transfers outside the ordinary course of business to their Affiliates

organized and located outside the United States or Canada. No Borrower Intellectual Property or Material Intellectual Property or any asset included in the determination of any Borrowing Base or the ABL Borrowing Base shall be the subject of any intercompany transfer or other Disposition to a non-Loan Party without the prior written consent of the Administrative Agent.

7.19 Excess Availability. At all times, permit Excess Availability at any time to be less than an amount equal to the greater of (a) $0 and (b) $35,000,000 (such amount, as reduced from time to time pursuant to the proviso below, the "Minimum Excess Availability"); provided that Minimum Excess Availability shall be reduced, automatically and without any further action, as of each date on which any Loan Party or any of its Subsidiaries actually receives Net Proceeds in cash in respect of any Disposition of Intellectual Property or Real Estate approved in writing by the Administrative Agent in its sole discretion, by an amount equal to fifty percent (50%) of such Net Proceeds so received, with each such reduction effective as of the date such Net Proceeds are so received and determined on a cumulative basis for all such Dispositions occurring on or after the Closing Date.

7.20 Budget Variance.

(a) At all times following the entry of the Interim Order, permit (i) Actual Total Operating Receipts to be less than 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for such initial four-week cumulative period), (ii) Actual Operating Disbursements to be greater than 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for such initial four-week cumulative period), (iii) actual fees and expenses of the Case Professionals to be greater than 115% of the budgeted fees and expenses of the Case Professionals set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date or (iv) Total Net Cash Flow to be more than $10,000,000 less than the Budgeted Net Cash Flow (excluding any Lender Professional Fees) set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date.

(b) Each of the covenants set forth above in Section 7.20(a) shall be tested as of Saturday of each week, commencing with Saturday, November 28, 2026, (x) in the case of Section 7.20(a)(i) and 7.20(a)(ii), (A) with respect to such initial test date, for the initial four-week cumulative period then ended, and (B) with respect to each test date thereafter, for the Cumulative Three-Week Period then ended, and (y) in the case of Section 7.20(a)(iii) and 7.20(a)(iv), on a cumulative basis for the period from the Petition Date through such test date, in each case pursuant to the Approved Budget Variance Report delivered by the Lead Borrower to the Administrative Agent in accordance with Section 6.25.

(c) For the avoidance of doubt, (i) Lender Professional Fees shall be included in each Budget and Approved Budget, and the exclusion of Lender Professional Fees set forth in clause (a) of this Section 7.20 is solely for purposes of testing compliance with this Section 7.20, and (ii) nothing in this Section 7.20 shall limit or otherwise affect the obligation of the Loan Parties to pay Lender Professional Fees in accordance with the Loan Documents and the Orders.

7.21 Additional Bankruptcy Matters. The Loan Parties shall not, nor shall the Loan Parties seek, consent to, or otherwise permit any of their Subsidiaries to, do any of the following:

(a) assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agents or the Lenders or the prepetition secured parties;

(b) subject to the terms of the Interim Order, the Final Order, the Canadian Interim DIP Recognition Order, or the Canadian Final DIP Recognition Order, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred);

(c) except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with the prior consent of the Administrative Agent or (iii) as provided pursuant to any other order of the Bankruptcy Court or the Canadian Court acceptable to the Administrative Agent, make any payment or distribution on account of any Prepetition Senior Debt or any other Indebtedness arising prior to the Petition Date;

(d) use Cash Collateral (as defined in the Orders) of any Credit Party under Section 363 of the Bankruptcy Code other than as expressly provided for in the Interim Order or the Final Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(e) obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Orders or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) challenge the application of any payments authorized by the Interim Order pursuant to Section 506(b) of the Bankruptcy Code;

(g) propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Obligations and all Prepetition Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents unless consented to by the Agents;

(h) challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the Agents' post-petition Liens and claims;

(i) enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims under Section 546(c) of the Bankruptcy Code, or allow any creditor to take any setoff or recoupment against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code;

(j) seek, consent to or permit to exist any order which authorizes the return of any Loan Party's property pursuant to Section 546(h) of the Bankruptcy Code; or

(k) seek any order of the Bankruptcy Court or the Canadian Court authorizing any Loan Party to take any action that is prohibited by the terms of this Agreement or the other Loan Documents, or to refrain from taking any action that is required to be taken by the terms of this Agreement or the other Loan Documents.

ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrowers or any other Loan Party fails to pay when and as required to be paid herein, (i) any amount of principal of the DIP Term Loan, or (ii) any interest on the DIP Term Loan, or any fee due hereunder, or (iii) any other amount payable hereunder or under any other Loan Document; or (iv) to the extent within the sole control of the Loan Parties, any amount required to be applied to the Prepetition Obligations pursuant to this Agreement, when and as required hereby; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02, 6.03, 6.05, 6.07, 6.08(b), 6.10, 6.11, 6.12, 6.13, 6.14, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, and 6.30 or Article VII of this Agreement or the Post-Closing Letter; or;

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days; or

(d) [Reserved].

(e) Representations and Warranties in the Credit Agreement. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Certificate or Approved Budget Variance Report) shall be incorrect or misleading in any material respect when made or deemed made (or, with respect to any representation, warranty, certification, or statement of fact qualified by materiality, incorrect or misleading in any respect); or

(f) Material Indebtedness; Swap Contracts. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or (B) fails to observe or perform any other agreement or condition relating to any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any post-petition or unstayed

Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Loan Party or such Subsidiary as a result thereof is greater than $2,500,000; provided, that any Event of Default pursuant to this clause (f) shall continue until such time as the Administrative Agent (at the direction of the Required Lenders) shall have waived such Event of Default in writing, regardless of whether such failure has been remedied or waived by the holders of such Indebtedness; or

(g) [Reserved]; or

(h) [Reserved]; or

(i) Judgments. (i) There is entered against any Loan Party or any Subsidiary thereof after the Petition Date one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $2,500,000 (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) which become Liens or encumbrances upon any material portion of any Borrower's properties or assets, and all such judgments or orders shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof, or (ii) an action or proceeding is brought against any Borrower after the Petition Date which is reasonably likely to be decided adversely to such Borrower, and such adverse decision would materially impair the prospect of repayment of the Obligations or materially impair the value or priority of the Credit Parties' security interests in the Collateral; or

(j) Liens. A notice of Lien, levy, or assessment is filed of record with respect to any of any Loan Party's properties or assets by the United States Government, the Government of Canada, or any department, agency, or instrumentality thereof, or by any state, province, county, municipal, or governmental agency, or any taxes or debts owing at any time hereafter to any one or more of such entities becomes a Lien, whether choate or otherwise, upon any of any Loan Party's properties or assets and the same is not paid on the payment date thereof; or

(k) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of $2,500,000 or which would reasonably likely result in a Material Adverse Effect, or (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $50,000 or which would reasonably likely result in a Material Adverse Effect; or

(l) Invalidity of Loan Documents or Prepetition Loan Documents. (i) Any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations and/or Prepetition Obligations, as applicable, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan

Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or purports to revoke, terminate or rescind any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement or the Prepetition Credit Agreement; or (ii) any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the Orders, the Canadian Recognition Orders or applicable Security Document under this Agreement; or (iii) any Lien with respect to the Prepetition Credit Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any "Prepetition Collateral" (as defined in the Order); or

(m) Change of Control. There occurs any Change of Control; or

(n) [Reserved]; or

(o) Loss of Collateral or Material Intellectual Property. There occurs (i) any uninsured loss to any material portion of the Collateral, or (ii) other than pursuant to Section 6.06, any loss or material impairment of continuing efficacy or utility in respect of any Material Intellectual Property; or

(p) Indictment. The indictment or institution of any legal process or proceeding against, any Loan Party or any Subsidiary thereof, under any federal, state, provincial, municipal, and other criminal statute, rule, regulation, order, or other requirement having the force of law for a felony; or

(q) Guaranty. The termination or attempted termination of any Facility Guaranty or any "Facility Guaranty" as defined in the Prepetition Credit Agreement (other than as expressly permitted hereunder or thereunder); or

(r) [Reserved]; or

(s) Subordination; Intercreditor. (i) Any subordination agreement entered into by any Agent in accordance with the terms hereof (including, without limitation, the Mithaq Subordination Agreement and Hong Kong Subordination Agreement), or any provision thereof, or any subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; (ii) any Borrower or any other Loan Party shall, directly or indirectly, (A) make any payment on account of any Subordinated Indebtedness that has been contractually subordinated in right of payment to the payment of the Obligations, except to the extent that such payment is permitted by the terms of the Subordination Provisions applicable to such Subordinated Indebtedness or (B) disavow or contest in any manner (x) the effectiveness, validity or enforceability of any of the Subordination Provisions or the Intercreditor Provisions (as defined below), (y) that the Subordination Provisions and the Intercreditor Provisions exist for the benefit of the Credit Parties, or (z) that all payments of principal of or premium and interest on the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions or the Intercreditor Provisions, as applicable; (iii) prior to the Discharge of ABL Obligations, the Intercreditor Agreement or any

intercreditor agreement entered into by the Agents in accordance with the terms hereof, or any provision thereof (the "Intercreditor Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid and binding on, or enforceable against, any Loan Party, the ABL Agent or any holder of ABL Obligations and the Indebtedness (other than the Obligations) that is the subject of the Intercreditor Agreement or any such intercreditor agreement, or any agent for any such holder (or any Loan Party, the ABL Agent or any such holder or any such agent shall so state in writing); or (iv) any provision of the Intercreditor Agreement or any such intercreditor agreement shall, at any time after the delivery of the Intercreditor Agreement or such intercreditor agreement, fail to be legally valid, binding or enforceable; or

(t) Certain Bankruptcy Events. Any of the following shall occur:

(i) the entry of an order dismissing any of the Cases or the Recognition Proceedings or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code, or commencement of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the CCAA (other than the Recognition Proceedings) in respect of any Canadian Loan Party, or any Loan Party files a motion or other pleading seeking entry of such an order or supports or fails to timely oppose such dismissal or conversion, in each case without the consent of the Administrative Agent;

(ii) a trustee under Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers under Section 1104(b) of the Bankruptcy Code shall be appointed in any of the Cases and the order appointing such trustee or examiner shall not be reversed or vacated within thirty (30) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order), unless consented to by the Administrative Agent;

(iii) the entry of an order in any of the Cases or in the Recognition Proceedings denying or terminating the use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code) by the Loan Parties;

(iv) (A) any Loan Party or any of its Subsidiaries shall file any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, that does not propose to indefeasibly repay in full in cash the Obligations and the Prepetition Obligations on the effective date of such plan without the prior written consent of the Administrative Agent, or (B) any Loan Party or any of its Subsidiaries shall seek, support, or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order;

(v) any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, with any Loan Party's or any Subsidiary's consent, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders relating to the DIP Facility;

(vi) any Loan Party files a motion seeking the appointment of a trustee under Chapter 11 of the Bankruptcy Code, an examiner with enlarged powers or a receiver in any of the Cases;

(vii) the entry of an order in any of the Cases confirming a plan of reorganization or liquidation that does not provide for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations on the effective date thereof, unless otherwise consented to in writing by the Administrative Agent; or

(viii) any Loan Party files a motion with the Bankruptcy Court or the Canadian Court seeking authority to sell all or substantially all of its assets without the prior written consent of the Administrative Agent, unless such sale would result in the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations upon the consummation thereof; or

(u) Superpriority Claims; Liens. The existence of any claims or charges, or the entry of any order of the Bankruptcy Court or the Canadian Court authorizing (i) any claims or charges, other than in respect of the DIP Facility and the Carve Out or the CCAA Priority Charges or as otherwise permitted under the Loan Documents or the Orders or the Canadian Recognition Orders, entitled to superpriority administrative expense claim status in any of the Cases pursuant to Section 364(c)(1) of the Bankruptcy Code that are pari passu with or senior to the claims or security of the Agents and the Lenders under the DIP Facility, or there shall arise or be granted by the Bankruptcy Court any claim having priority over any or all administrative expenses of the kind specified in Section 503(b) or Section 507(b) of the Bankruptcy Code (other than the Carve Out), or (ii) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein other than the Carve Out or the CCAA Priority Charges, except, in each case, as expressly provided in the Loan Documents, in the Orders or the Canadian Recognition Orders then in effect (but only in the event specifically consented to by the Administrative Agent); or

(v) Relief from Stay. The Bankruptcy Court or the Canadian Court shall enter an order or orders granting relief from any stay of proceeding (including the automatic stay applicable under Section 362 of the Bankruptcy Code) to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) or the appointment of a receiver, on any assets of any of the Loan Parties which have a value in excess of $500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect; or

(w) Orders. Any of the following shall occur:

(i) the entry of an order of the Bankruptcy Court staying, reversing or vacating the Interim Order, the Final Order or the Cash Management Order, or modifying or amending the Interim Order, the Final Order or the Cash Management Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(ii) the entry of an order of the Canadian Court staying, reversing or vacating the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Interim DIP Recognition Order, the Canadian Supplemental Order or the Canadian Final DIP Recognition Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or

supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(iii) the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date) or the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order shall cease to create a valid and perfected Lien on any Collateral or to be in full force and effect, or shall have been reversed, modified, amended, stayed, vacated, or subject to a stay pending appeal (in the case of a modification or amendment, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders));

(iv) any of the Loan Parties shall fail to comply with any provision of the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date), or the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order in any respect; or

(v) an order shall be entered in the Cases charging any of the Collateral (as defined herein or in the Prepetition Credit Agreement) under Section 506(c) of the Bankruptcy Code against the Credit Parties or the "Credit Parties" under (and as defined in) the Prepetition Credit Agreement;

(vi) the Final Order Entry Date shall not have occurred prior to the expiration of the Interim Order;

(vii) the Canadian Interim Order Date or the Canadian Final Order Date shall not have occurred by the times prescribed in Schedule 6.23;

(x) Milestones. The Loan Parties shall fail to satisfy any of the Milestones in accordance with Section 6.23; or

(y) Challenges. Any Loan Party or any Subsidiary thereof shall obtain court authorization to commence, or shall commence, join in, assist or otherwise consent or participate as an adverse party in any suit or other proceeding seeking, or otherwise consenting to, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations or any other rights granted to the Agents and the Lenders in the Orders or this Agreement; or

(z) Adequate Protection. Without the consent of the Administrative Agent, the payment of, or the granting of adequate protection with respect to, the ABL Obligations, other than to the extent permitted by, and in a manner consistent with, the Intercreditor Agreement and the Orders, as approved by the Bankruptcy Court; or

(aa) Other Financing; Use of Cash Collateral. Without the Administrative Agent's consent, the entry of any order by the Bankruptcy Court granting, or the filing by any Loan Party or any of its Subsidiaries of any motion or other request with the Bankruptcy Court (in each case, other than the Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under Section 364 of the Bankruptcy

Code other than the DIP Facility, unless such motion or order contemplates payment in full in cash of the Obligations immediately upon consummation of the transactions contemplated thereby; or

(bb) Injunction. Any Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of the business affairs of the Loan Parties and their Subsidiaries, taken as a whole, which could reasonably be expected to have a Material Adverse Effect; provided that the Loan Parties shall have five (5) Business Days after the entry of such an order to obtain a court order vacating, staying or otherwise obtaining relief from the Bankruptcy Court or another court to address any such court order; or

(cc) Payment of Prepetition Senior Debt. The payment by any Loan Party of any Prepetition Senior Debt other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court or the Canadian Court on or prior to the Closing Date, (ii) as permitted by any other order of the Bankruptcy Court or the Canadian Court in amounts reasonably satisfactory to the Administrative Agent, in each case of clauses (i) and (ii), consistent with the Approved Budget (subject to the Permitted Variance), or (iii) payments of the Prepetition Obligations in accordance with Section 2.05(i) and the Orders or the Canadian Recognition Orders; or

(dd) Permitted Sale and Specified Store Closing Sales. Any Loan Party shall (i) fail to comply with the terms of (a) the Purchase Agreement for the Permitted Sale or (b) the Specified Liquidation Agreement for the Specified Store Closing Sales or, in each case, any of the documents or agreements executed in connection therewith in any material respect, (ii) fail to consummate (a) the Permitted Sale in accordance with the terms of the Purchase Agreement or (b) the Specified Store Closing Sales in accordance with the terms of the Specified Liquidation Agreement (in each case of clauses (i) and (ii) without any waiver or amendment to the Purchase Agreement or the Specified Liquidation Agreement, as applicable, unless such waiver or amendment is made with the written reasonable consent of the Administrative Agent), or (iii) take any action to terminate (a) the Purchase Agreement with respect to the Permitted Sale or (b) the Specified Liquidation Agreement with respect to all or any of the Store locations subject thereto, without the written reasonable consent of the Administrative Agent; or

(ee) Support of Certain Actions. Any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in clauses (u) through (x) (inclusive) of this Section 8.01, or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal; or

(ff) The ABL Agent fails to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base at any time that the Term Loan Pushdown Reserve is greater than zero ($0).

8.02 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Administrative Agent may, or, at the request of the Required Lenders shall, in each case, subject to the final paragraph of this Section 8.02, take any or all of the following actions:

(i) [reserved];

(ii) declare the unpaid principal amount of the DIP Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without

presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(iii) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, may (and at the direction of the Required Lenders, shall) proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

Each of the Lenders agrees that it shall not, unless specifically requested to do so in writing by the Administrative Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, or other rights to, any of the Collateral.

Notwithstanding anything to the contrary herein or in any other Loan Document, the rights of the Agents and the other Credit Parties to exercise rights and remedies hereunder and under the other Loan Documents, and the rights of the Loan Parties with respect thereto, shall be subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order). Without limiting the foregoing, the Administrative Agent may deliver a Term Termination Declaration in accordance with, and subject to, the Orders, and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), and the Loan Parties acknowledge that the Remedies Notice Period shall commence upon delivery of a Term Termination Declaration.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the DIP Term Loan has automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order

First, subject to the terms of the Orders and the Canadian Recognition Orders, to payment of all outstanding Prepetition Obligations;

Second, to payment of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Third, to payment of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the DIP Term Loan and other Obligations, and fees, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth payable to them;

Fifth, to payment of that portion of the Obligations constituting unpaid principal of the DIP Term Loan, ratably among the Lenders in proportion to the respective amounts described in this clause Fifth held by them;

Sixth, to payment of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Sixth held by them;

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.

ARTICLE IX.
ADMINISTRATIVE AND COLLATERAL AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints SLR to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

(b) Each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints SLR as Collateral Agent and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(b)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents, as if set forth in full herein with respect thereto.

(c) [Reserved].

(d) In addition, and without limiting any of the foregoing, each of the Credit Parties hereby irrevocably appoints and authorizes the Collateral Agent, for the purposes of holding any

hypothec granted pursuant to the laws of the Province of Quebec, and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for the Credit Parties, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec as security for any of the Obligations, and to exercise such powers and duties that are conferred upon the Collateral Agent in its capacity as hypothecary representative under any related deed of hypothec. The Collateral Agent in its capacity as hypothecary representative shall have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Collateral Agent pursuant to any such deed of hypothec and applicable Law. Any Person who becomes a Credit Party shall be deemed to have consented to and confirmed the Collateral Agent as the Person acting as hypothecary representative for the Credit Parties holding the aforesaid hypothecs as aforesaid and to have ratified all actions taken by the Collateral Agent in such capacity. The Collateral Agent acting in its capacity as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. The substitution of the Collateral Agent pursuant to the provisions of this Article IX also constitute the substitution of the Collateral Agent as hypothecary representative as aforesaid. Each such successor Collateral Agent appointed in accordance with the terms of this Agreement shall automatically (and without any further formality or action) become the successor hypothecary representative for the purposes of each deed of hypothec that was executed prior to the time of the appointment of such successor Collateral Agent.

9.02 Rights as a Lender.The Persons serving as the Agents hereunder shall have the same rights and powers in their capacity as a Lender as any other Lender and may exercise the same as though they were not the Administrative Agent or the Collateral Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions.No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that any Agent is required to exercise as directed in writing by the Required Lenders, provided that no Agent shall be required to take any action that, in its respective opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of its respective Affiliates in any capacity; and

(d) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, the Collateral Agent or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent or the Collateral Agent herein.

No Agent shall be liable for any action taken or not taken by it (i) with the Consent or at the request of the Required Lenders or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default or Event of Default is given to such Agent by the Loan Parties or a Lender. Upon the occurrence of a Default, the Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders. Unless and until an Agent shall have received such direction, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall any Agent be required to comply with any such directions to the extent that such Agent believes that its compliance with such directions would be unlawful.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents . Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of the DIP Term Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received written notice to the contrary from such Lender prior to the making of the DIP Term Loan. Each Agent may consult with legal counsel (who may be counsel for any Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such

sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

9.06 Resignation of Agents. Either Agent may at any time give written notice of its resignation to the Lenders and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative Agent or the Collateral Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Administrative Agent or Collateral Agent, as applicable, hereunder.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.11, the Agents shall not have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 Administrative Agent May File Proofs of Claim. The Administrative Agent (irrespective of whether the principal of the DIP Term Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the DIP Term Loan and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of

the Lenders, the Administrative Agent and the other Credit Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Administrative Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the Administrative Agent and such Credit Parties under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, assignee, trustee, monitor, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.09 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon payment in full of all Prepetition Obligations and all Obligations (other than contingent indemnification obligations for which no claim has been asserted), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document (and, to the extent required, approved by the Bankruptcy Court) or, with respect to ABL Priority Collateral, as to which the Agents are required to release such Lien pursuant to the Intercreditor Agreement, or (iii) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances;

(c) to subordinate any Lien on Collateral other than Term Priority Collateral to the ABL Agent, in accordance with the Intercreditor Agreement; and

(d) to release any Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; provided, that if such Person is, or continues to be, an obligor with respect to the ABL Obligations, the Agents shall not release any such Person from its obligations under the Facility Guaranty unless and until such Person is no longer an obligor with respect to the ABL Obligations.

Upon request by any Agent at any time, the Required Lenders will confirm in writing such Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.09. In each case as specified in this Section 9.09, the Agents will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of

Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.09.

Notwithstanding the provisions of this Section 9.09, the Collateral Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards.

Notwithstanding anything to the contrary, the Agents shall not be obligated to release their Liens on any Collateral until Net Proceeds of such Collateral have been received as required by this Agreement.

9.10 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 10.06.

9.11 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all financial statements, Borrowing Base Certificates required to be delivered by the Lead Borrower hereunder and all commercial finance examinations and appraisals of the Collateral received by the Agents (collectively, the "Reports");

(c) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 10.07 hereof; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with the Borrowing that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, the DIP Term Loan; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable Law of the United States or Canada can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents . Without limiting the obligations of the Loan Parties hereunder, the Lenders hereby agree to indemnify the Agents and any Related Party, as the case may be, ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent and their Related Parties in connection therewith; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from any Agent's and their Related Parties' gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.14 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.15 [Reserved].

9.16 [Reserved].

9.17 Erroneous Payments.

(a) Each Lender, each other Credit Party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or any other Credit Party (or any Affiliate of a Credit Party) or any other Person that the Administrative Agent has determined in its sole discretion that any funds received by such Lender, other Credit Party or other Person (each such recipient, a "Payment Recipient") from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 9.17(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") then such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section 9.17 shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient

shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, with respect to any Payment Recipient who received such funds on its behalf shall cause such Payment Recipient to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Payment Recipient with respect to such amount, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by any Loan Party, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(e) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent pursuant to this Section 9.17 or under the indemnification provisions of this Agreement.

(f) Each party's obligations under this Section 9.17 shall survive the resignation of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X.
MISCELLANEOUS

10.01 Amendments, Etc.No amendment or waiver of any provision of this Agreement or any other Loan Document, and no Consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Administrative Agent, with the Consent of the Required Lenders, and the

Lead Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or Consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the DIP Term Loan of any Lender without the written Consent of such Lender;

(b) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for any scheduled payment (including the Maturity Date) or mandatory prepayment of principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written Consent of such Lender entitled to such payment;

(c) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan held by such Lender, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written Consent of each Lender entitled to such amount; provided, however, that only the Consent of the Required Lenders, shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(d) as to any Lender, change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written Consent of such Lender;

(e) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written Consent of each Lender;

(f) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written Consent of each Lender;

(g) [reserved];

(h) except for Permitted Dispositions, release all or substantially all of the Collateral from the Liens of the Security Documents without the written Consent of each Lender;

(i) change the definition of the terms "Aggregate Borrowing Base", "Term Aggregate Borrowing Base", "Borrowing Base", "Canadian Borrowing Base", or "U.S. Borrowing Base", or any component definition of any of the foregoing if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written Consent of each Lender, provided that the foregoing shall not (i) limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves, or (ii) prevent the Administrative Agent from restoring any component of the Aggregate Borrowing Base, the Term Aggregate Borrowing Base, the Borrowing Base, the Canadian Borrowing Base or the U.S. Borrowing Base which had been lowered by the Administrative Agent back to the value of such component as stated in this Agreement or to an intermediate value;

(j) [reserved];

(k) except as expressly permitted herein or in any other Loan Document, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written Consent of each Lender;

and, provided further, that notwithstanding anything to the contrary, (i) no amendment, waiver or Consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (ii) no amendment, waiver or Consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; (iii) the Fee Letter may be amended or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (iv) no Consent is required to effect any amendment or supplement to the Intercreditor Agreement; and (v) any amendment contemplated by Section 2.10(b) or Section 3.03 in connection with the use or administration of Term SOFR or a Benchmark Transition Event shall be effective as contemplated by such Section 2.10(b) or Section 3.03. For the avoidance of doubt, the Administrative Agent shall be permitted to modify the amount of any of the Reserves based upon mathematical calculations without the consent of any Person.

If any Lender (other than SLR) does not Consent (a "Non-Consenting Lender") to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the Consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Loan Parties or the Agents, to the address, telecopier number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number or electronic mail address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Loan Parties and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Lead Borrower may, in its discretion, agree to accept notices and other communications to it hereunder

by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) [Reserved].

(d) Change of Address, Etc. Each of the Loan Parties and the Agents may change its address or telecopier for notices and other communications hereunder, or, solely with respect to communications, may change its telephone number, by notice to the other parties hereto. Each other Lender may change its address or telecopier number for notices and other communications hereunder by notice to the Lead Borrower and the Agents. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Agents and Lenders. The Agents and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, the Initial DIP Term Loan Notice) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agents, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Loan Parties (including, without limitation, the Initial DIP Term Loan Notice). All telephonic notices to and other telephonic communications with the Agents may be recorded by the Agents and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of the DIP Term Loan shall not be construed as a waiver of any Default, regardless of whether any Credit Party may have had notice or knowledge of such Default at the time.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agents (and any sub-agent thereof), each other Credit Party, each Lender Group Consultant and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any of their respective sub-agents) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any DIP Term Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party to, a Blocked Account Bank or other Person which has entered into a control agreement with any Credit Party hereunder, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties' directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties or (y) result from a claim brought by a Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrowers or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. Without limiting their obligations under Section 9.13 hereof, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it, each Lender severally agrees to pay to the Agents (and any sub-agents thereof) or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub-agents thereof) in its capacity as such, or against any Related Party of any of the foregoing acting for the Agents (or any such sub-agents thereof) in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the DIP Term Loan or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any

information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent, the assignment of any Commitment or DIP Term Loan by any Lender, the replacement of any Lender, the occurrence of the Termination Date and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Agents upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agents, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written Consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its DIP Term Loan at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's DIP Term Loan at the time owing to it or in the case of an assignment to a Lender or an Affiliate or branch of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the principal outstanding balance of the DIP Term Loan of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the DIP Term Loan assigned;

(iii) Required Consents. The following consents shall be required for the assignments described below in this Section 10.06(b)(iii):

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (3) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless (1) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $5,000; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the

Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the principal amounts (and stated interest) of the DIP Term Loan owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, with the written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and, unless an Event of Default has occurred and is continuing, the Lead Borrower (such consent not to be unreasonably withheld or delayed), sell participations to any Person (other than a natural person or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its DIP Term Loan owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Loan Parties, the Agents, and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts

(and stated interest) of each Participant's interest in such Lender's rights and/or obligations under this Agreement (including all or a portion of its DIP Term Loan owing to it) (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in such Lender's rights and/or obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Matters Specific to SLR. Notwithstanding anything to the contrary in this Agreement or the other Loan Documents, (i) neither SLR nor any of its Affiliates shall be required to comply with this Section 10.06 in connection with any transaction involving any other Affiliate of SLR, and neither SLR nor any of its Affiliates shall have an obligation to disclose any such transaction to any Person, and (ii) there shall be no limitation or restriction on (A) the ability of SLR or its Affiliates to (1) assign or otherwise transfer its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation to any other Affiliate of SLR or (2) collaterally assign its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation to any lender or financing or funding source of SLR or any of its Affiliates, or (B) the ability of any such lender's or funding or financing source's ability to further collaterally assign its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation; provided, however, that unless such other Person complies with the

provisions of this Agreement to become a "Lender" hereunder, (1) SLR's obligations as a "Lender" under this Agreement shall remain unchanged, (2) SLR shall remain solely responsible to the other parties hereto for the performance of such obligations, and (3) the Loan Parties, the Agents and the Lenders shall continue to deal solely and directly with SLR in connection with SLR's rights and obligations as a "Lender" under this Agreement.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors, funding sources, attorneys and representatives (including, without limitation, any Lender Group Consultant) in connection with, or as a result of, the performance by such Credit Party or its Affiliates of their respective obligations under this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any sub-agents thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (including disclosure to the Bankruptcy Court or the Canadian Court in connection with the approval of the transactions contemplated hereby or otherwise in connection with the Cases), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff. Subject to the Orders (including the Remedies Notice Period) and the provisions thereof and, in the case of any Canadian Loan Party, the Canadian Recognition Orders, if an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written

consent of the Administrative Agent or the Required Lenders, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender (through the Administrative Agent) agrees to notify the Lead Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation.

(a) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the DIP Term Loan or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

(b) [Reserved].

(c) Any provision of this Agreement or any other Loan Document that would oblige any Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property, in each case, in Canada, that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Loan Party, who shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Execution of any such counterpart may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual

signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to the Administrative Agent under this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default at the time of the Borrowing, and shall continue in full force and effect as long as the DIP Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.05 and Article IX shall survive and remain in full force and effect regardless of the repayment of the Obligations or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agents may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, and (y) any Obligations that may thereafter arise under Section 10.04.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Non-Consenting Lender (other than SLR), then the Borrowers may, at their sole expense and effort, upon notice to such Lender (other than SLR) and the Administrative Agent, require such Lender (other than SLR) to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of the DIP Term Loan, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. NOTWITHSTANDING THE FOREGOING, SOLELY FOR PURPOSES OF SECTION 6.07(j) AND ANY RELATED STATE NOTICE REQUIREMENTS, THE PARTIES HERETO AGREE: (I) FOR REAL PROPERTY COLLATERAL (INCLUSIVE OF ANY FIXTURES), THE LAWS OF THE STATE WHERE THE REAL PROPERTY COLLATERAL IS LOCATED SHALL APPLY; AND (II) FOR ALL COLLATERAL OTHER THAN REAL PROPERTY COLLATERAL, THE LAWS OF THE STATE OF ORGANIZATION OF THE LEAD BORROWER SHALL APPLY.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR, TO THE EXTENT PROVIDED ABOVE, IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE CANADIAN COURT.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO

THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) ACTIONS COMMENCED BY LOAN PARTIES. EACH LOAN PARTY AGREES THAT ANY ACTION COMMENCED BY ANY LOAN PARTY ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT SOLELY IN THE BANKRUPTCY COURT OR, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, IN A COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR ANY FEDERAL COURT SITTING THEREIN OR SOLELY WITH RESPECT TO THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN, THE CANADIAN COURT, AS THE ADMINISTRATIVE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any

of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 Patriot Act and Canadian AML Legislation Notice. Each Lender that is subject to the requirements of the Patriot Act and/or the Canadian AML Legislation hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act and/or the Canadian AML Legislation, as applicable, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act and/or the Canadian AML Legislation, as applicable. In addition, each Agent and each Lender shall have the right to periodically conduct due diligence (including, without limitation, in respect of information and documentation as may reasonably be requested by such Agent or such Lender from time to time for purposes of compliance by such Agent or such Lender with applicable Laws (including, without limitation, the Patriot Act, the Canadian AML Legislation and other "know your customer" and Anti-Money Laundering Laws), and any policy or procedure implemented by such Agent or such Lender to comply therewith) on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by the Agents shall constitute Credit Party Expenses hereunder and be for the account of the Borrowers. If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of the Canadian AML Legislation, then the Administrative Agent:

(a) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable Canadian AML Legislation; and

(b) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that the Administrative Agent has no obligation to ascertain the identity of any Canadian Loan Party or any authorized signatories of a Canadian Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Loan Party or any such authorized signatory in doing so.

10.18 Time of the Essence. Time is of the essence of the Loan Documents.

10.19 Press Releases. Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its respective Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under applicable Law and then, in any event, such Credit Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure. Each Loan Party consents to the publication by the Administrative Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of the Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia. The Administrative Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to the Lead Borrower for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

10.20 Additional Waivers.

(a) The Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by applicable Law, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Collateral Agent or any other Credit Party.

(b) The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d)), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d)).

(c) To the fullest extent permitted by applicable Law, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d). After the occurrence and during the continuance of an Event of Default, the Collateral Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the

Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all the Obligations have been paid in full in accordance with Section 1.02(d). Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Loan Party against any other Loan Party, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full of the Obligations in accordance with Section 1.02(d). In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible payment in full of the Obligations and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount, for each of such other Borrowers, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101 (32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

10.21 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.22 Foreign Assets Control Regulations. Neither the advance of the DIP Term Loan nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), (b) the Patriot Act, and (c) the Canadian AML Legislation). Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

10.23 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.24 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.25 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Facility Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.25 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.25, or otherwise under the Facility Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.25 constitute, and this Section 10.25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.26 Intercreditor Agreement.

(a) EACH LENDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE LOAN DOCUMENTS, WHICH LIENS SHALL BE SUBJECT TO TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND ANY OF THE LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(b) EACH LENDER AUTHORIZES AND INSTRUCTS THE AGENTS TO ENTER INTO THE INTERCREDITOR AGREEMENT (AND ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT TO THE EXTENT CONTEMPLATED BY THE TERMS HEREOF) ON BEHALF OF THE LENDERS, AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR DEEMED ADVISABLE) BY THE AGENTS IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT (OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT). THE PARTIES HERETO ACKNOWLEDGE THAT THE INTERCREDITOR AGREEMENT OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT IS BINDING UPON THEM. EACH LENDER HEREBY AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT OR ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT ENTERED INTO PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE.

(c) THE PROVISIONS OF THIS SECTION 10.26 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER ANY AGENT NOR ANY OF ANY AGENT'S AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT.

10.27 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Loan Party in respect of any such sum due from it to any Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by such Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, such Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to any Agent or any Lender from any Loan Party in the Agreement Currency, such Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to any Agent or any Lender in such currency, such Agent or such

Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable Law).

10.28 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

[SIGNATURE PAGES FOLLOW]

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

THE CHILDREN'S PLACE, INC., as the Lead Borrower and as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE SERVICES COMPANY, LLC, as a Borrower

By: _____
Name: _____
Title: _____

TCP BRANDS, LLC, as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE INTERNATIONAL, LLC, as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE (CANADA), LP, by its general partner, TCP INVESTMENT CANADA II CORP., as a Borrower

By: _____
Name: _____
Title: _____

THECHILDRENSPLACE.COM, INC., as a Guarantor

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE CANADA HOLDINGS, INC., as a Guarantor

By: _____
Name: _____
Title: _____

TCP IH II, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP REAL ESTATE HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

AMASKIT, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA I CORP., as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA II CORP., as a Guarantor

By: _____
Name: _____
Title: _____

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as the Administrative Agent and Collateral Agent

By:_____
Name:
Title:

SLR INVESTMENT CORP., as a Lender

By:_____
Name:
Title:

CRYSTAL FINANCIAL SPV LLC, as a Lender

By:_____
Name:
Title:

CRPTF-SLR CREDIT SPV LLC, as a Lender

By:_____
Name:
Title:

SLR 1818 SPV LLC, as a Lender

By:_____
Name:
Title:

SLR PRIVATE CREDIT FUND II L.P., as a Lender

By:_____
Name:
Title:

CRPTF-SLR CREDIT PARTNERSHIP L.P., as a Lender

By:_____
Name:
Title:

SLR PRIVATE CORPORATE LENDING FUND II SPV (ABL) LLC, as a Lender

By:_____
Name:
Title:

SLR 1818 L.P., as a Lender

By:_____
Name:
Title:

SLR PRIVATE CORPORATE LENDING FUND II L.P.,
as a Lender

By:_____
Name:
Title:

SLR PRIVATE CREDIT BDC II SPV LLC, as a Lender

By:_____
Name:
Title:

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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) (Joint Administration Requested)

[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.

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

Relief Requested

1. The Debtors seek entry of an interim order (the "Interim Order," attached hereto as **Exhibit A**) and final order (the "Final Order"), to be filed in connection herewith, granting the following relief:

- ***DIP Facilities***: Authorizing the applicable Debtors to enter into (i) an up to $166,000,000 senior secured superpriority debtor in possession asset-based revolving credit facility (the "DIP ABL Facility") under the DIP ABL Credit Agreement attached as **Exhibit B** to this Motion (the "DIP ABL Credit Agreement"), with Wells Fargo Bank, National Association as administrative and collateral agent (the "DIP ABL Agent"), and (ii) an up to $116,000,000 senior secured superpriority debtor in possession term loan credit facility (the "DIP Term Facility" and, together with the DIP ABL Facility, the "DIP Facilities") with Crystal Financial LLC d/b/a SLR Credit Solutions as agent (the "DIP Term Agent" and, together with the DIP ABL Agent, the "DIP Agents"), under the DIP Term Credit Agreement attached as **Exhibit C** to this Motion (the "DIP Term Credit Agreement" and, together with the DIP ABL Credit Agreement, the "DIP Credit Agreements");

- ***Cash Collateral***: Authorizing the Debtors to use the proceeds of the DIP Facilities and the prepetition collateral of the Debtors' prepetition secured lenders, including cash collateral, subject to the terms of each DIP Facility's definitive documentation;

- ***DIP Liens***: Authorizing liens on the DIP Collateral under sections 364(c)(2), 364(c)(3)

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in 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"), filed contemporaneously herewith. Capitalized terms not defined in this Motion have the meanings ascribed to them in the Interim Order or, if not defined therein, in the applicable DIP Credit Agreement.

and 364(d), subject to the Carve Out, the CCAA Priority Charges, permitted prior liens, and the relative priorities in the Interim Order's Lien Priority Annex;

- ***DIP Superpriority Claims***: Granting the DIP ABL and DIP Term Credit Parties superpriority administrative expense claims for their respective DIP Obligations, subject to the Carve Out, the CCAA Priority Charges, the ICA, and the relative priorities set forth in the Lien Priority Annex;

- ***Adequate Protection***: Granting adequate protection to the agents and lenders under the Prepetition ABL Facility and Prepetition Term Loan Facility (such lenders, collectively, the "Prepetition Lenders" and, together with the agents, the "Prepetition Credit Parties"), including liens and claims to the extent of postpetition diminution in value of their interests in Prepetition Collateral, subject to the Carve Out, the CCAA Priority Charges, the ICA, and the relative priorities set forth in the Lien Priority Annex;

- ***Automatic Stay***: Vacating and modifying the automatic stay imposed by section 362 of title 11 of the United States Code (the "Bankruptcy Code"), to the extent necessary to implement and effectuate the terms and provisions of the agreements, documents, and instruments delivered or executed in connection with the DIP Facilities (collectively, the "DIP Loan Documents" or "DIP Documents");

- ***Prepetition Debt Refinancing***: Approving (i) upon interim approval, the application of ABL collateral proceeds to prepetition ABL obligations, treatment of existing letters of credit and bank products as DIP obligations, $16,000,000 in aggregate principal amount of new-money DIP Term Loans to be used primarily to pay down Prepetition Revolving Loans, the roll-up of $16,000,000 of prepetition term loan principal, and the payment of certain accrued prepetition interest, fees and expenses, and (ii) upon final approval, the full refinancing of remaining prepetition ABL and term obligations into obligations under the applicable DIP Facility;

- ***Final Hearing***: Scheduling a final hearing (the "Final Hearing") to consider final approval of the DIP Facilities, the Debtors' use of cash collateral, and the other relief requested in this motion on a final basis, and approving the form of notice with respect to the Final Hearing; and

- ***Immediate Effectiveness***: Waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of the Interim Order and providing for the immediate effectiveness of the Interim Order.

The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has 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*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 361, 362, 363, 364, 503, 506, 507, and 552 of the Bankruptcy Code, rules 2002, 4001 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 4001-3 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Concise Statement Pursuant to Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-3

5. The table below contains a summary of the material terms of the proposed DIP Facilities, together with references to the applicable sections of the DIP Loan Documents or other relevant source documents, as required by Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-3.[3]

[3] The summaries contained in this motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in the following summary chart but not otherwise defined have the meanings ascribed to them in the DIP Loan Documents or the Interim Order, as applicable.

Applicable Disclosure / Rule	Summary of Material Terms
Parties and facilities Bankruptcy Rule 4001(c)(1)(B)	THE CHILDREN'S PLACE, INC. ("TCP") is lead borrower while the remaining Debtors are borrowers or guarantors as specified in the DIP Loan Documents. Wells Fargo Bank, N.A. is administrative and collateral agent under the DIP ABL Facility. Crystal Financial LLC d/b/a SLR Credit Solutions is administrative and collateral agent under the DIP Term Facility. DIP ABL Credit Agreement, preamble; DIP Term Credit Agreement, preamble; Interim Order, introductory clauses (i)–(ii), ¶ 2.
Commitments and availability (including borrowing base formula) Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(A)	ABL commitment: $166,000,000 and estimated initial net availability (based on current borrowing base estimates) of approximately $11,000,000. The Canadian Revolving Credit Ceiling is $16,000,000. The LC sublimit is $20,000,000, including a $1,000,000 Canadian LC sublimit; both the U.S. and Canadian swing line sublimits are zero. DIP ABL Credit Agreement § 1.01 ("Aggregate Revolving Commitments," "Canadian Revolving Credit Ceiling," "Letter of Credit Sublimit," "Canadian Letter of Credit Sublimit," "U.S. Swing Line Sublimit," "Canadian Swing Line Sublimit"). ABL capacity is the lesser of commitments and the aggregate borrowing base, subject to separate U.S./Canadian caps and outstanding exposure. The bases generally comprise 90% of eligible card receivables; 90% of eligible trade receivables net of reserves; and eligible inventory cost, net of reserves, multiplied by the Inventory Advance Rate of net orderly liquidation value. The Inventory Advance Rate is 90% multiplied by 100% multiplied by the inverse of the projected prevailing discount for the following week, as determined by the DIP ABL Agent in its reasonable discretion. In-transit inventory is included, subject to a 25% cap measured against the Revolving Loan Cap without giving effect to the Term Loan Pushdown Reserve (U.S.) or the lesser of the Canadian base and Canadian ceiling (Canada). Warehoused inventory is capped at the lesser of 10% of that applicable cap and $40 million (U.S.) / $4 million (Canada). Availability Reserves, including Carve Out, Canadian Charge and augment-merchandise reserves, reduce availability under the bases; the Term Loan Pushdown Reserve further reduces availability under the aggregate base. DIP ABL Credit Agreement § 1.01 ("U.S. Revolving Borrowing Base," "Canadian Revolving Borrowing Base," "Inventory Advance Rate," "Aggregate Revolving Borrowing Base," "Revolving Loan Cap," "Availability Reserves," "Term Loan Pushdown Reserve"), §§ 2.01, 4.02; Interim Order ¶ 3. Both DIP Facilities require minimum Excess Availability. The DIP ABL Facility requires at least the greater of 10% of the Global Line Cap and $35,000,000 at all times. The DIP Term Facility requires $35,000,000, reduced cumulatively by 50% of cash Net Proceeds actually received from Term Agent-approved dispositions of Intellectual Property or Real Estate, subject to a zero floor. The term step-down does not reduce the ABL minimum. DIP ABL Credit

Applicable Disclosure / Rule	Summary of Material Terms
	Agreement § 7.19; DIP Term Credit Agreement § 7.19. Term commitment: $116,000,000, including $16,000,000 of new money funded on the Closing Date. The DIP Term Credit Agreement also provides for a $16,000,000 interim roll-up and conversion of the remaining prepetition term principal upon entry of the Final Order, in each case, on a cashless basis. The DIP Term Facility is non-revolving; principal repaid or prepaid may not be redrawn. DIP Term Credit Agreement § 1.01 ("Commitments," "Initial DIP Term Loan," "DIP Term Loan"), § 2.01(a).
Closing and borrowing conditions Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(B)	Both DIP Facilities condition initial funding on executed loan/security documents, an updated borrowing base certificate dated November 6, 2026, payment of required DIP/prepetition fees and expenses, acceptable first-day and cash-management orders, an effective Interim Order, an approved budget and variance-report form, effective documentation for the other DIP Facility, no disqualifying Material Adverse Effect or litigation (subject to the stated bankruptcy-related exceptions), completion of closing-date Milestones, an effective approved Specified Liquidation Agreement, and no appointed or pending expanded-power trustee/examiner. DIP ABL Credit Agreement § 4.01; DIP Term Credit Agreement § 4.01. The DIP ABL Facility additionally requires contemporaneous receipt of a principal payment of at least $15,000,000 from DIP Term Loan proceeds. Subsequent ABL extensions require accurate representations, no Default, a borrowing request, compliance with availability/interim caps and the approved budget, and effective applicable U.S. and Canadian orders, subject to the Carve Out funding exception. DIP ABL Credit Agreement §§ 4.01(q), 4.02; Interim Order ¶ 8, Ex. C(c). The DIP Term Facility additionally requires effective DIP ABL Documents providing commitments of at least $166,000,000. DIP Term Credit Agreement § 4.01(q).
Uses; cash collateral and duration Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B); Local Rule 4001-3(a)(2)(A)	Cash collateral of the Prepetition ABL and Term Secured Parties and proceeds of both DIP Facilities fund budgeted operations, case administration, costs, fees and expenses of the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), permitted prepetition payments, financing costs and adequate protection until termination, subject to the applicable DIP Documents and Orders. Use during a remedies period is restricted. Both DIP Facilities expressly permit funding and payment of the Carve Out and repayment or refinancing (including on a cashless basis) of the applicable Prepetition Obligations as provided in the Orders. Of the $16,000,000 of new-money interim DIP Term Loans, $15,000,000 is to be used to pay down Prepetition Revolving Loans. Collections of proceeds of ABL collateral are applied first to repay prepetition ABL obligations. Interim Order ¶¶ F(xiii), I(v), I(viii), 9–10, 23, 27, 30; DIP ABL Credit Agreement §§ 2.05, 4.01(q), 6.11, 6.13; DIP Term Credit

Applicable Disclosure / Rule	Summary of Material Terms
	Agreement §§ 6.11, 6.13. Both DIP Facilities require daily sweeps into controlled Concentration Accounts that are used to repay loan obligations, subject to the terms of the agreements. The Loan Parties have no withdrawal right from Concentration Accounts. DIP ABL Credit Agreement § 6.13(b)–(c), (e); DIP Term Credit Agreement § 6.13(b)–(c), (e).
Roll-up / prepetition debt elevation Bankruptcy Rule 4001(c)(1)(B)(i)–(ii); Local Rule 4001-3(b)(2)(D), (c)(2)	Upon entry of the Interim Order, collections reduce prepetition ABL debt, existing letters of credit/bank products become DIP ABL Obligations, and $16,000,000 of prepetition term loan principal is rolled up into DIP Term Facility. In addition, $15,000,000 of new-money interim DIP Term Loans is used to pay down Prepetition Revolving Loans. Accrued prepetition interest, fees, expenses, and other sums due and payable in respect of the Revolving Loans and Prepetition Term Loans are paid in cash on the Closing Date. Upon entry of the Final Order, any remaining Prepetition ABL Secured Obligations are refinanced into DIP Revolving Loans and any remaining Prepetition Term Secured Obligations are refinanced into DIP Term Obligations, subject in each case to preserved Challenge rights. Interim Order ¶¶ I(vii)–(viii), 4, 23, 43.
Interest Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(C)	**ABL Interest**: Applicable base rate plus 3.50%. The SOFR adjustment is 0%, with a 0% floor. Overdue amounts bear interest at the Default Rate; other continuing Events of Default permit default-rate interest following notice; the Default Rate generally adds 2% to the otherwise applicable rate. DIP ABL Credit Agreement § 1.01 ("Applicable Margin," "Adjusted Term SOFR," "Adjusted Term CORRA," "Term SOFR Adjustment," "Term CORRA Adjustment," "Floor," "Default Rate"), § 2.08(a)–(e); Interim Order ¶ 2. **Term Interest:** Three-month Term SOFR, determined for each monthly Interest Period, plus 8.25%, with a 2.00% SOFR floor. Interest is computed on a 360-day year and payable in arrears on the first day of each calendar month, on prepayment as to principal prepaid, and on the Termination Date. Overdue amounts bear interest at the Default Rate; other continuing Events of Default permit default-rate interest following notice; the Default Rate adds 2% to the otherwise applicable rate. DIP Term Credit Agreement § 1.01 ("Applicable Margin," "Term SOFR," "Floor," "Interest Period," "Interest Payment Date," "Default Rate"), §§ 2.02(a), 2.08(a)–(e), 2.10(a).
Fees and expenses Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(b)(2)(C)	**ABL Fees**: unused-line fee of 0.375% per annum where average daily unused commitments for the immediately preceding quarter are no more than 50% of commitments, and 0.250% where they exceed 50%, payable monthly in arrears. Commercial LC fees: 1.75% per annum; standby LC fees: 3.50% per annum, subject to default-rate increases. LC fronting fee: 0.125% per annum, plus customary issuer charges. Additional fees are payable as specified in the Fee Letters. DIP ABL

Applicable Disclosure / Rule	Summary of Material Terms
	Credit Agreement § 1.01 ("Applicable Commitment Fee Percentage," "Applicable Margin"), §§ 2.03(l)–(m), 2.09. **Term Fees**: Fees are payable in the amounts and at the times specified in the Fee Letter, and are fully earned when paid and are nonrefundable. DIP Term Credit Agreement § 2.09. Reasonable documented lender/agent professional expenses are payable without fee applications, subject generally to invoice delivery to the U.S. Trustee/committee and a 10-day objection period; closing-date payments are excepted from prior invoice delivery. DIP ABL Credit Agreement § 10.04(a); Interim Order ¶¶ 2, 36.
Maturity and termination Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B); Local Rule 4001-3(c)(3)	ABL maturity is the earliest of January 29, 2027, a plan effective date in any Case, the closing of a sale of all or substantially all Loan Party assets, 30 days after the Petition Date if the Final Order has not been entered, or dismissal/conversion of any Case. Borrowing availability ends on maturity or earlier termination of commitments. DIP ABL Credit Agreement § 1.01 ("Maturity Date," "Availability Period"). Term maturity is the earliest of March 1, 2027, a plan effective date in any Case, the closing of a sale of all or substantially all Loan Party assets, 30 days after petition if the Final Order has not been entered, or dismissal/conversion of any Case. Acceleration may lead to earlier termination of either facility. DIP ABL Credit Agreement § 1.01 ("Maturity Date," "Termination Date"); DIP Term Credit Agreement § 1.01 ("Maturity Date," "Termination Date"), § 2.07; Interim Order ¶ 30.
Collateral, priorities and existing liens Bankruptcy Rule 4001(c)(1)(B)(i) Local Rule 4001-3(c)(1)	Liens cover substantially all assets, subject to stated exclusions, Carve Out, the CCAA Priority Charges, permitted prior liens and separate ABL/Term collateral waterfalls under the ICA. Superpriority claims have the allocation specified in the Lien Priority Annex. No property-level funding limitation is proposed. Interim Order ¶¶ 5–7, Ex. A; DIP ABL Credit Agreement § 6.28.
Avoidance actions Bankruptcy Rule 4001(c)(1)(B)(xi); Local Rule 4001-3(c)(8)	Collateral granted on an interim basis includes proceeds, recoveries and settlements of § 549 actions to recover postpetition transfers of DIP Collateral. Subject to entry of the Final Order, collateral also includes proceeds of Avoidance Actions under applicable provisions of the Bankruptcy Code, including chapter 5 and § 724(a). Interim Order ¶ 5(a)(d)–(e).
Adequate protection Bankruptcy Rules 4001(b)(1)(B), 4001(c)(1)(B)(ii); Local Rule 4001-3(a)(2)(B), (c)(1)–(2)	As adequate protection for diminution in value, the Prepetition Secured Parties receive replacement liens and § 507(b) superpriority administrative claims, in each case subject to the Carve Out, the CCAA Priority Charges, the ICA, and the Lien Priority Annex, as well as payments of principal and interest due (at the default rate) on remaining Prepetition Secured Obligations and reasonable documented fees and

Applicable Disclosure / Rule	Summary of Material Terms
	expenses. Specified prepetition indemnification costs are payable as they arise, subject to the applicable Prepetition Documents, invoice-review procedures, preserved objections and Court resolution of disputed claims. Interim Order ¶¶ 11–15, 17, 36, Ex. A.
Carve Out and investigation funding Bankruptcy Rule 4001(c)(1)(B)(v), (viii); Local Rule 4001-3(c)(5), (9)	The Carve Out includes allowed unpaid pre-trigger fees and disbursements of Case Professionals, including specified Canadian professionals, the Information Officer and its counsel, subject to application of retainers and the applicable Court or Canadian Supplemental Order requirements. Post-trigger professional fees and disbursements are subject to an aggregate $1,500,000 Wind Down Carve Out Amount. Statutory and Clerk fees are separately covered and are not limited by the Budget. Pre-trigger escrow funding is permitted weekly at the greater of budgeted unpaid fees and reported actual unpaid fees; a professional failing to submit a timely Weekly Statement is subject to the applicable budget limitation. Following a Carve Out Trigger Notice, the Carve Out is funded without duplication of amounts already escrowed. Interim Order ¶¶ 40–42. Committee investigation funding is limited to $50,000 in the aggregate and may only be used to investigate (not prosecute or challenge) the Prepetition Liens and Prepetition Secured Obligations, subject to the Final Order. Interim Order ¶ 41.
Budget and variance covenants Bankruptcy Rule 4001(c)(1)(B)	Both DIP Facilities require a 13-week budget, updated every fifth week, and weekly variance reporting to the applicable DIP Agent. DIP ABL Credit Agreement §§ 6.24–6.25; DIP Term Credit Agreement §§ 6.24–6.25; Interim Order ¶¶ 19–20. Both DIP Facilities' variance tests require operating receipts of at least 85% of budget; operating disbursements of no more than 110% of budget, subject to the professional-fee exclusions specified in the applicable agreement; and cumulative Case Professional fees and expenses of no more than 115% of budget. Tests commence December 5, 2026 and are measured weekly on Saturday, initially over four weeks and thereafter over rolling three-week periods for receipts and operating disbursements, and cumulatively from the Petition Date for Case Professional fees and expenses. DIP ABL Credit Agreement § 7.20(a)–(c); DIP Term Credit Agreement § 7.20(a)–(c). The DIP Term Facility additionally requires cumulative Total Net Cash Flow to be no more than $10,000,000 below Budgeted Net Cash Flow, with the specified lender-professional-fee exclusion; the revised DIP ABL Credit Agreement does not contain that additional test. DIP Term Credit Agreement § 7.20(a)(iv), (b).
Defaults; management and personnel Bankruptcy Rule	Both DIP Facilities include payment/covenant breaches, misrepresentations and cross-defaults. Additional defaults under both include challenges to DIP/prepetition documents or liens by a Loan Party or other Person (each agreement § 8.01(l)); a Loan Party's

Applicable Disclosure / Rule	Summary of Material Terms
4001(c)(1)(B); Local Rule 4001-3(c)(3)(A)–(F)	trustee/expanded-examiner motion (each agreement § 8.01(t)(vi)), or appointment not reversed/vacated within 30 days, absent consent, with separate acquiescence language (each agreement § 8.01(t)(ii)); stay relief permitting foreclosure on assets over $500,000 aggregate or other action with a Material Adverse Effect (each agreement § 8.01(v)); unauthorized financing/plans, adverse order changes, milestone failures and sale/liquidation defaults (each agreement § 8.01(t), (u), (w)–(y), (aa), (dd)–(ee)), subject to the applicable exceptions; and loss or material impairment of Material Intellectual Property, subject to § 6.06 (each agreement § 8.01(o)). Failure to comply with Canadian Operating Account restrictions is an immediate Event of Default under both facilities. DIP ABL Credit Agreement § 6.13(l); DIP Term Credit Agreement § 6.13(m). Failure of the ABL Agent to maintain a required Term Loan Pushdown Reserve is an additional term default. DIP Term Credit Agreement § 8.01(ff). Both agreements require retention of named advisors and co-CROs; termination or material role reduction requires the applicable Agent's consent, except for an acceptable replacement. DIP ABL Credit Agreement § 6.26; DIP Term Credit Agreement § 6.26; Interim Order ¶¶ 30–31, 33. Both facilities require weekly Friday lender/advisor calls (or more frequently on reasonable request), subject to bidder-related confidentiality protections. DIP ABL Credit Agreement § 6.26(d); DIP Term Credit Agreement § 6.26(d). The DIP ABL Facility additionally requires separate weekly calls with the Financial Advisor and Approved Liquidator. DIP ABL Credit Agreement § 6.30.
Change of Control Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(10)	Both DIP Facilities provide for a Change of Control default if (i) a non-Permitted Holder/noncontrolled group acquires at least 25% of TCP's voting equity; (ii) TCP ceases to own 100% of another Loan Party, except through a permitted transaction, or that ownership is encumbered beyond permitted liens; (iii) TCP has fewer than one qualifying independent director; or (iv) a change-of-control event occurs under the other DIP Facility. DIP ABL Credit Agreement § 1.01 ("Change of Control," "Permitted Holders"), § 8.01(m); DIP Term Credit Agreement § 1.01 ("Change of Control," "Permitted Holders"), § 8.01(m); Interim Order ¶ 31(b).
Stay modification and remedies Bankruptcy Rule 4001(c)(1)(B)(iv), (v), (viii); Local Rule 4001-3(c)(3), (5)	Stay relief is granted to implement the financing and lien perfection. Subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), after a Termination Declaration, remedies become available following three business days, and cash use is restricted during that period. Lenders receive royalty-free IP/location access for realization. Interim Order ¶¶ 10, 21–22, 30, 33; DIP ABL Credit Agreement § 8.02.

Applicable Disclosure / Rule	Summary of Material Terms
Milestones and sale controls Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(3), (4)(A)–(B), (5)	Proposed milestones include: interim DIP and cash-management relief by Nov. 10; final cash-management relief by Nov. 30; final DIP/CRO-retention orders by Dec. 8, 2026, a motion seeking to extend lease assumption/rejection period to 210 days from the Petition Date to be filed by Nov. 20, with an order extending the assumption/rejection period to 210 days from the Petition Date by Dec. 18. Sale-related milestones include bid procedures entered by Nov. 10, a bid deadline of Dec. 10, an auction date of Dec. 14, a sale hearing on Dec. 17, and closing by Dec. 31, 2026. The Debtors must complete the auction and select acceptable winning and back-up bidders by Dec. 14, subject to the required consents. Both DIP Facilities restrict amendments or waivers of the Purchase Agreement and Specified Liquidation Agreement, changes to the going-out-of-business character of Store sales, removal of Stores from the closing process and sale of covered assets through Amazon, absent the reasonable consent of the applicable DIP Agent or order-based permission. Both facilities also require Agent consent to reject real-property leases outside the specified Store-closing process and consultation regarding assumption/rejection plans. DIP ABL Credit Agreement §§ 6.18(b), 7.12; DIP Term Credit Agreement §§ 6.18(b), 7.12. Liquidation-related milestones include interim approval of the Specified Liquidation Agreement authorizing continuation of Specified Store Closing Sales by Nov. 10, 2026, with a final approval deadline of Dec. 8. Canadian Recognition Proceedings must be commenced, with applications for the Canadian Initial Recognition Order, Canadian Supplemental Order and Canadian Interim DIP Recognition Order, within two Business Days after entry of the Interim Order; those orders must be obtained within seven Business Days after its entry. The Canadian Final DIP Recognition Order motion must be served and filed within two Business Days after entry of the Final Order, and the order obtained within seven Business Days after its entry, subject to the Canadian Court's availability. Interim Order ¶ 32, Ex. C(a)–(c); DIP ABL Credit Agreement § 6.23, Sch. 6.23.
Stipulations, releases and challenge period Bankruptcy Rule 4001(c)(1)(B)(iii), (viii); Local Rule 4001-	Debtors immediately stipulate to amount and validity of prepetition claims/liens, that Debtors are in default under the prepetition loan agreements, and release claims related to those financings; other parties are bound absent an authorized, timely, successful challenge. Deadline: 60 days after committee formation, or 75 days after interim-order entry if no committee is formed, subject to extensions. Interim Order ¶¶ F(i)-

Applicable Disclosure / Rule	Summary of Material Terms
3(c)(5), (7)	(xvi), 43.
Indemnities / liability limitations Bankruptcy Rule 4001(c)(1)(B)(ix)	The Debtors shall indemnify the DIP ABL, DIP Term Agents and their Related Parties in accordance with the applicable DIP Credit Agreements. The DIP ABL Credit Agreement provides transaction-related indemnities subject to its exceptions for gross negligence, willful misconduct and bad faith. DIP ABL Credit Agreement § 10.04(b); Interim Order ¶¶ 15, 36–37, 48.
Statutory waivers / perfection Bankruptcy Rule 4001(c)(1)(B)(vii), (x); Local Rule 4001-3(c)(5)–(6)	Liens granted under the DIP are automatically perfected upon entry of an Interim Order without ordinary filings/control requirements, with permitted filings relating back to petition. § 506(c) surcharge, § 552(b) equities-of-the-case, and marshaling waivers granted upon entry of final DIP order, subject to the Carve Out and the CCAA Priority Charges. Interim Order ¶¶ 5–6, 22, 45–47; DIP ABL Credit Agreement § 6.28.
Plan repayment; financing and fiduciary restrictions Bankruptcy Rule 4001(c)(1)(B)(v), (viii); Local Rule 4001-3(b)(2)(E)–(F), (c)(5)	**Plan repayment:** Both DIP Credit Agreements require, absent the applicable Agent's consent, a conforming plan providing indefeasible payment in full in cash of the applicable DIP Obligations and Prepetition Obligations on the effective date. Filing/supporting a nonconforming plan or disclosure statement, failure to contest such a plan in good faith, or confirmation of a plan without the required repayment and termination of Aggregate Revolving Commitments triggers default. DIP ABL Credit Agreement §§ 7.21(g), 8.01(t)(iv), (vii); DIP Term Credit Agreement §§ 7.21(g), 8.01(t)(iv), (vii). Separately, the Interim Order provides that DIP Obligations and adequate-protection obligations are not discharged by plan confirmation unless indefeasibly paid in full in cash on or before the plan effective date (excluding contingent indemnification obligations for which no claim has been asserted), unless the DIP Agents, DIP Credit Parties and Prepetition Agents, as applicable, agree otherwise in writing. Interim Order ¶¶ 24(a), 59. **Other financing:** Absent applicable prior written consents or the required payment in full and commitment termination, the Interim Order restricts orders authorizing superior or pari passu liens/claims and unauthorized Cash Collateral use, and restricts the Debtors from seeking specified modifications, liens, claims or Cash Collateral authority, subject to the exceptions stated therein, including the Carve Out, CCAA Priority Charges and applicable Canadian DIP Charges. Proceeds of subsequent financing secured by DIP Collateral must be turned over to the applicable DIP Agent as provided in paragraph 26. Interim Order ¶¶ 24(a)(i)–(ii), 26, 55; DIP ABL Credit Agreement §§ 7.21(d)–(e), 8.01(u), (aa). **Fiduciary limitations:** DIP proceeds, collateral, Cash Collateral and the Carve Out may not fund specified challenges to the DIP or prepetition obligations or liens, actions against the protected lender parties, or interference with enforcement, subject to the Committee's

Applicable Disclosure / Rule	Summary of Material Terms
	investigation allowance. The Debtors also waive the right to seek specified changes to the Interim Order and competing liens or priority claims without the applicable Agents' prior written consent. Interim Order ¶¶ 41, 55.
Credit bidding Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(5)	Agents/credit parties may credit bid their applicable debt (including accrued interest and expenses), subject to challenge rights and payment of senior claims. ABL and Term lenders may not bid for the others' collateral unless such bid provides for the cash payment in full of the outstanding obligations secured by such collateral. Interim Order ¶ 25.
Affiliate funding / joint liability Bankruptcy Rule 4001(c)(1)(B); Local Rule 4001-3(c)(12)–(13)	The Debtors are jointly and severally liable for the obligations under the DIP Facilities without substantive consolidation; collateral and inter-estate exposure follow the applicable loan-party obligations and Lien Priority Annex. Interim Order ¶¶ 2, 4, 50, Ex. A. Nondebtor subsidiaries will be funded using cash collateral in the ordinary course, subject to the DIP budget.
Other local disclosures Local Rule 4001-3	The shared DIP Collateral secures the respective ABL and Term Obligations with reciprocal collateral-class priorities: ABL liens rank ahead of Term liens on ABL Priority Collateral, and Term liens rank ahead of ABL liens on Term Priority Collateral, subject to the Carve Out, the CCAA Priority Charges, and permitted prior liens. Interim Order ¶¶ 5–7, 11–14, Ex. A (Lien Priority Annex).

Background

6. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

7. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition

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

The Debtors' Prepetition Capital Structure

8. Prior to the Petition Date, the Debtors financed their operations in part through a $350 million asset-based revolving credit facility (the "Prepetition ABL Facility") entered into on May 9, 2019, as amended, with Wells Fargo Bank, National Association. The borrowers under the Prepetition ABL Facility include The Children's Place, Inc.; The Children's Place Services Company, LLC; The Children's Place (Canada), LP; TCP Brands, LLC; and The Children's Place International, LLC, with certain additional subsidiaries providing guarantees. As of the Petition Date, note less than $130,412,000 in borrowings, including $19,381,000 in standby letters of credit were outstanding under the Prepetition ABL Facility. The obligations thereunder are secured by first-priority liens on substantially all of the Debtors' assets other than the Term Priority Collateral, on which the ABL lenders hold second-priority liens.

9. The Debtors are also obligors under a $100 million term loan facility entered into on December 16, 2025, as amended, with Crystal Financial LLC d/b/a SLR Credit Solutions (the "Prepetition Term Loan Facility"). The proceeds of the Prepetition Term Loan Facility were used to partially repay borrowings under the Prepetition ABL Facility, and $100 million remained outstanding as of the Petition Date. The obligations under the Prepetition Term Loan Facility are secured by first-priority liens on specified intellectual property, real estate, furniture, fixtures,

equipment, and equity interests constituting Term Priority Collateral, and second-priority liens on the ABL Priority Collateral. The relative lien priorities and certain other rights of the ABL and term loan secured parties are governed by an intercreditor agreement dated December 16, 2025.

10. In addition to their secured debt, the Debtors are party to four unsecured, subordinated promissory notes issued to Mithaq Capital SPC between February 2024 and September 2026 (collectively, the "Mithaq Term Loans"), with approximately $151 million outstanding as of the Petition Date. The Mithaq Term Loans are contractually subordinated in payment priority to the obligations under the Prepetition ABL Facility and the Prepetition Term Loan Facility pursuant to an amended and restated subordination agreement dated December 16, 2025, as amended. Mithaq is also the Company's controlling stockholder, beneficially owning approximately 61.1% of its outstanding common stock. The Debtors' remaining obligations include ordinary-course liabilities to merchandise vendors, landlords, freight and logistics providers, taxing authorities, and other counterparties.

Debtors' Need for DIP Financing

11. The Debtors require immediate access to the DIP Facilities to fund the operations necessary to implement their value-maximizing chapter 11 strategy. Specifically, the DIP Facilities will provide critical liquidity to, among other things, (a) execute an orderly liquidation of inventory through store closing sales, allowing the Debtors to maximize inventory recoveries during the holiday selling season; (b) pay employees and other key stakeholders, including vendors and service providers whose continued support is essential to maintaining the streamlined operations necessary to conduct those sales and preserve enterprise value; and (c) continue marketing the Debtors' business and assets for a potential going-concern sale in accordance with the proposed Bidding Procedures. These parallel processes will permit the Debtors to monetize

inventory while preserving the opportunity to consummate a going-concern transaction that yields greater value for their estates and stakeholders. Without the liquidity provided by the DIP Facilities, the Debtors' ability to execute these processes and maximize recoveries would be materially impaired.

Negotiation of the DIP Facilities

12. In the months leading up to these Chapter 11 Cases, the Debtors and their advisors constructively engaged with the Debtors' prepetition secured lenders regarding the best path forward for the Company. When it became clear that the Company would need to pursue a bankruptcy filing, the parties negotiated debtor-in-possession financing that was informed by the Company's anticipated funding needs during these cases, including the liquidity necessary to implement its proposed sale and orderly liquidation strategy. Those negotiations culminated in the proposed DIP Credit Agreements and Interim Order that are the subject of this Motion.

13. Further, as described in the *Declaration of Lorie Beers in Support of the Debtors' DIP Motion* (the "Beers Declaration"), filed contemporaneously herewith, the Debtors and their advisors market-tested the proposed financing to determine whether more favorable financing was available and whether the proposed DIP Facilities were in the best interests of the Debtors' estates. No party contacted was willing to provide DIP financing on a junior basis or financing sufficient to repay the Company's prepetition secured obligations in full. Moreover, the Company's prepetition secured lenders were unwilling to consent to being primed by a third-party DIP facility. Accordingly, the Debtors determined to proceed with the DIP Facilities provided by the Prepetition Lenders. Beers Declaration ¶¶ 10–12.

Proposed Adequate Protection of Prepetition Lenders

14. The Interim Order will grant adequate protection as follows:

- Adequate Protection Liens. The Prepetition ABL Agent and Prepetition Term Agent will receive liens on the DIP Collateral to protect against diminution in value of their respective interests in Prepetition Collateral, subject to the Carve Out, the CCAA Priority Charges, the ICA and the collateral-specific priorities in the Lien Priority Annex. Interim Order ¶¶ 11–12 and Ex. A.

- Adequate Protection Superpriority Claims. The Prepetition Agents will receive claims under section 507(b) for diminution in value, subject to the Carve Out, the CCAA Priority Charges and the relative priorities in the Lien Priority Annex, including the DIP Superpriority Claims. Interim Order ¶¶ 13–14 and Ex. A.

- Adequate Protection Payments. The proposed Interim Order authorizes payment of principal and interest (at the default rate) due on remaining Prepetition Secured Obligations, subject to preserved Challenge rights, and reasonable documented prepetition and postpetition fees and expenses, subject to the applicable terms of the Interim Order and the ICA. Specified Prepetition Indemnification Obligations are payable as and when they arise, subject to the applicable Prepetition Documents. Interim Order ¶¶ 15, 36.

- Additional Adequate Protection. The Prepetition Secured Parties reserve the right to seek additional protection. Interim Order ¶ 17.

- Budget and Other Covenants. Borrowings and Cash Collateral use remain subject to the approved 13-week budget, agreed variance tests and reporting obligations, and the Debtors must maintain the required cash-management arrangements[4] and comply with collateral-maintenance, reporting and advisor-retention covenants under both DIP Facilities. Interim Order ¶¶ 19–20, 27–28; DIP ABL Credit Agreement §§ 6.13, 6.24–6.29, 7.20; DIP Term Credit Agreement §§ 6.13, 6.24–6.29, 7.20.

Basis for Relief

I. The Debtors Should Be Authorized to Obtain Postpetition Financing Under the DIP Facilities.

15. The Debtors satisfy the requirements for relief under section 364 of the Bankruptcy Code, which authorizes a debtor to obtain secured or superpriority financing. The Debtors were

[4] *See* Debtors' *Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue Operating 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; (III) Granting Related Relief*, filed in connection herewith.

unable to procure sufficient financing in the form of unsecured credit, which would be allowable under section 503(b)(1) or as an administrative expense, in accordance with sections 364(a) or (b) of the Bankruptcy Code. *See* 11 U.S.C. §§ 364(a)–(b). The Debtors also negotiated vigorously, and at arm's length, with the DIP Lenders to secure the DIP Facilities on the terms described herein. For these reasons, as discussed further below, the Debtors satisfy the necessary conditions under section 364 for authority to enter into the DIP Facilities.

A. Entry into the DIP Facilities Is an Exercise of the Debtors' Sound Business Judgment.

16. The Court should authorize the Debtors, as an exercise of their sound business judgment, to enter into the DIP Loan Documents and obtain access to the DIP Facilities. Courts grant a debtor in possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g.*, *TWA v. Travellers Int'l AG. (In re TWA)*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.").

17. Specifically, to determine whether the business judgment standard is met, a court need only "examine whether a reasonable business person would make a similar decision under

similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of [the debtor's] authority under the [Bankruptcy] Code").

18. Furthermore, in considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (while many of the terms favored the DIP lenders, "taken in context, and considering the relative circumstances of the parties," the court found them to be reasonable); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into "hard bargain[s]" to acquire funds for its reorganization). The Court may also appropriately take into consideration non-economic benefits to the Debtors offered by a proposed postpetition facility.

19. For example, in *In re ION Media Networks, Inc.*, the Bankruptcy Court for the Southern District of New York held that:

> Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to obtain credit from a particular lender is almost never based purely on economic terms. ***Relevant features of the financing must be evaluated, including non-economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization***. This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

No. 09-13125, 2009 WL 2902568, at *4 (Bankr. S.D.N.Y. July 6, 2009).

20. The Debtors' decision to pursue the DIP Facilities reflects a sound exercise of the

Debtors' business judgment in light of the liquidity pressures, declining sales, operating losses and working-capital requirements they face. Access to cash is needed to preserve inventory realizations, maintain streamlined operations and continue marketing assets while orderly store-closing sales proceed. Moreover, the Debtors' extensive market-testing proves that the negotiated financing package is the best available source of that liquidity.

21. The liquidity provided by the DIP Facilities and use of Cash Collateral will support budgeted employee, occupancy, distribution, inventory-sale, critical vendor, and case-administration expenses, helping the Debtors preserve and enhance the value of their assets. Funding also supports continued marketing of the Debtors' assets which may enhance creditor recoveries, including efforts to sell the Debtors' intellectual property, real estate, and operations as a going concern. The liquidity provided by the DIP Facilities provides the Debtors with sufficient liquidity to satisfy its projected expenses, as provided in the Budget, to administer its orderly liquidation and administer the marketing process. First Day Declaration ¶¶ 15, 63–64. Moreover, the fees and expenses incurred by the estates are reasonable and appropriate under the circumstances to allow the Debtors to execute their strategy. Beers Declaration ¶15.

B. The Debtors Should Be Authorized to Grant Liens, Priming Liens, and Superpriority Claims.

22. Section 364 of the Bankruptcy Code distinguishes among (a) obtaining unsecured credit in the ordinary course of business, (b) obtaining unsecured credit out of the ordinary course of business, and (c) obtaining credit with specialized priority or with security. *See* 11 U.S.C. § 364. If a debtor in possession cannot obtain postpetition credit on an unsecured basis, pursuant to section 364(b) of the Bankruptcy Code, a court may authorize a debtor to obtain credit or to incur debt, the repayment of which is entitled to superpriority administrative expense status, or is secured by a senior lien on unencumbered property, or a junior lien on encumbered property, or a

combination of the foregoing. *Id*. In addition, pursuant to section 364(d) of the Bankruptcy Code, a court may authorize a debtor to obtain postpetition credit secured by a lien that is equal or senior in priority to existing liens on encumbered property (*i.e.*, a "priming" lien) when a debtor is unable to obtain credit on other terms and the interests of existing lienholders are adequately protected, or if the existing lienholders consent to such priming.

23. The Debtors propose to grant the DIP Lenders superpriority administrative expense claims for repayment of the DIP Obligations, subject to the Carve Out, the CCAA Priority Charges and the relative priorities in the Lien Priority Annex, and liens on substantially all of the Debtors' assets, including senior liens on unencumbered DIP Collateral and priming or junior liens on encumbered DIP Collateral, subject to the exclusions, the ICA and collateral-specific priorities specified in the Interim Order. Therefore, approval of the DIP Facilities is governed by both sections 364(c) and 364(d) of the Bankruptcy Code. Interim Order ¶¶ 5–7, Ex. A.

i. The Debtors Satisfy Section 364(c)'s Requirements to Obtain Financing on a Senior Secured and Superpriority Basis.

24. In the event that a debtor demonstrates that it is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) provides that a court:

> may authorize the obtaining of credit or the incurring of debt (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code]; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

25. Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

a. the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;

b. the credit transaction is necessary to preserve the assets of the estate; and
c. the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

See, e.g., In re Crouse Grp., Inc., 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987); *In re Los Angeles Dodgers LLC*, 457 B.R. at 312; *See In re Ames Dep't Stores*, 115 B.R. at 37–40 ; *see also In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988).

26. *First*, to show that the credit required is not obtainable on an unsecured basis, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of sections 364(c) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Savs. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) (stating section 364 "imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable"). As described in detail in the Beers Declaration, no financing party was willing to provide the Debtors with unsecured DIP financing. Beers Declaration ¶ 11.

27. *Second*, the DIP financing and Cash Collateral are needed to preserve the estates during the Debtors' dual-track process. The liquidity provided by the proposed financing package permits orderly inventory realizations and store closings while maintaining the streamlined operations needed to preserve the possibility of a going-concern transaction that could enhance the value of the estates. A funding shortfall would require the Debtors to abandon some or all of these efforts, reducing the recoveries creditors may ultimately receive.

28. *Third*, the terms of the DIP Facilities are fair, reasonable, and adequate under the circumstances. The proposed DIP Facilities provide critical liquidity while including structural features approved in other chapter 11 cases in this district, including interim roll-ups and refinancing of prepetition secured obligations. *See, e.g.*, *In re New Rite Aid, LLC,* No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) [Docket No. 143] (authorizing a DIP facility with certain

refinancing features similar to the proposed DIP Facilities, including an interim roll-up of prepetition revolving obligations and refinancing of remaining prepetition obligations upon entry of a final order); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81] (authorizing an interim roll-up of prepetition first-lien term loans, with an additional roll-up subject to entry of final order); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) [Docket No. 70] (authorizing roll-up of prepetition priority loans upon entry of interim order). Moreover, no other party was willing to provide an actionable alternative financing package. Beers Declaration ¶ 12.

29. In light of the foregoing, the Court should authorize the Debtors, pursuant to sections 364(c)(1) and 364(c)(2) of the Bankruptcy Code, to provide the DIP Lenders with superpriority administrative expense claims and first priority liens on unencumbered property constituting DIP Collateral, subject to the exclusions, Carve Out, CCAA Priority Charges and relative priorities specified in the Interim Order, the ICA and the Lien Priority Annex.

ii. The Debtors Should Be Authorized to Obtain Priming Liens Under Section 364(d) of the Bankruptcy Code.

30. Section 364(d) provides that debtors may obtain credit secured by a senior or equal lien on property of the estate already subject to a lien where the debtor is "unable to obtain such credit otherwise" and "there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." 11 U.S.C. § 364(d)(1). The Debtors may incur "priming" liens under the DIP Facilities if they are unable to obtain unsecured or junior secured credit and either (a) the affected secured lenders consent, or (b) adequate protection exists for such priming lien. *See Anchor Savs. Bank FSB v. Sky Valley*, Inc., 99 B.R. 117, 122 (N.D. Ga. 1989).

31. When determining whether to authorize a debtor to obtain credit secured by a

"priming" lien as authorized by section 364(d) of the Bankruptcy Code, courts focus on whether the transaction will enhance the value of the debtors' assets. Courts consider a number of factors, including, without limitation:

a. whether alternative financing is available on any other basis (*i.e.*, whether any better offers, bids or timely proposals are before the court);
b. whether the proposed financing is necessary to preserve estate assets and is necessary, essential and appropriate for continued operation of the debtors' business;
c. whether the terms of the proposed financing are reasonable and adequate given the circumstances of both the debtors and proposed lender(s);
d. whether the proposed financing agreement was negotiated in good faith and at arm's length and entry therein is an exercise of sound and reasonable business judgment and in the best interest of the debtor's estate and its creditors; and
e. whether the proposed financing agreement adequately protects prepetition secured creditors.

See, e.g., Ames Dep't Stores, 115 B.R. at 37–39; *Bland v. Farmworker Creditors*, 308 B.R. 109, 113–14 (S.D. Ga. 2003); *see also* 3 Collier on Bankruptcy ¶ 364.04[1] (15th ed. rev. 2008). In particular, courts have authorized financing involving priming liens to avoid imminent liquidation. *See, e.g., In re Prospect Medical Holdings, Inc.*, No. 25-80002-SGJ11 (Bankr. N.D. Tex. Jan. 14, 2025) [Docket No. 101 ¶ 7] (granting senior priming DIP liens to avoid liquidation); *In re Franchise Group, Inc.*, No. 24-12480 (Bankr. D. Del. Nov. 7, 2024) [Docket No. 134 ¶ 6(c)] (same); *In re True Religion Apparel, Inc.*, No. 20-10941 (Bankr. D. Del. Apr. 15, 2020) [Docket No. 78 ¶ 2.1] (same); *In re Patriot Coal Corp.*, No. 15-32450-KLP (Bankr. E.D. Va. May 13, 2015) [Docket No. 67 ¶ 14(a)(iv)] (same).

32. The priming liens contemplated here are consensual and are being granted in favor of the Prepetition Lenders that are providing DIP financing. Moreover, as noted above, the Debtors were unable to find alternative financing proposals on superior terms, including any proposal to refinance the Debtors' prepetition secured debt, and the Debtors have an extremely limited pool of unencumbered assets that was insufficient to attract potential financing counterparties.

33. The Debtors require interim liquidity to fund the budgeted costs of streamlined retail, digital and distribution operations, orderly inventory sales and store closings while pursuing the sale process. Failure to receive the contemplated DIP financing would threaten realizations and transaction optionality. The Debtors and their advisors believe the DIP Facilities and Cash Collateral arrangement are the best available financing alternative for the proposed process. Finally, and as discussed more fully below, the Debtors will provide adequate protection for the Prepetition Lenders' interests in prepetition collateral subject to the DIP Facilities' priming liens.

C. The Debtors' Proposed Adequate Protection Should Be Approved.

34. Parties with an interest in cash collateral or collateral that may be used to secure postpetition financing are entitled to adequate protection, including if such interests are being primed. *See* 11 U.S.C. §§ 363(e), 364(d). While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *See, e.g., In re Satcon Tech. Corp.*, No. 12-12869, 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012). At the same time, it is well-recognized that "adequate protection" is not equivalent to "absolute protection." *In re Beker Indus., Inc.*, 58 B.R. 725, 741 (Bankr. S.D.N.Y. 1986) ("Adequate protection, not absolute protection, is the statutory standard.").

35. The specific adequate-protection package summarized above includes replacement liens, section 507(b) claims for diminution in value, cash payments of interest and principal due on remaining Prepetition Secured Obligations, expense reimbursement, payment of specified Prepetition Indemnification Obligations subject to applicable procedures and preserved objections, and budget and reporting safeguards.

36. The foregoing adequate protection package is appropriate under the circumstances, consistent with the market, and should be approved. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-

14861 (MBK) (Bankr. D.N.J. May 7, 2025) [Docket No. 143 ¶ 9] (providing adequate protection liens to prepetition secured parties); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81 ¶ 8] (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) [Docket No. 70 ¶ 8] (same).

II. The Proposed Roll-Up of Prepetition ABL and Term Loan Obligations Is Appropriate and Should Be Approved.

37. The DIP Facilities incorporate related refinancing features that are integral to the proposed financing and Cash Collateral arrangements. Upon entry of the Interim Order, proceeds of DIP ABL Priority Collateral will be applied to the Prepetition ABL Secured Obligations while the DIP ABL Facility provides revolving credit and letter-of-credit availability subject to its borrowing limits and conditions. This repayment of prepetition debt constitutes the proposed "creeping" ABL roll-up because it frees up DIP availability under the DIP ABL Facility as the Prepetition ABL Facility gets paid down. Existing Letters of Credit and Bank Products will also be deemed DIP ABL Obligations. Upon entry of the Final Order, any remaining Prepetition ABL Secured Obligations will be refinanced into DIP ABL Loans. The DIP ABL Credit Agreement implements that arrangement by applying prepayments first to Prepetition Obligations and requiring their repayment with DIP borrowings no later than one Business Day after entry of the Final Order, subject to the governing Orders.

38. The DIP Term Facility separately contemplates $16,000,000 in new-money interim DIP Term Loans, $15,000,000 of which will be used to pay down Prepetition Revolving Loans. Upon entry of the Interim Order, $16,000,000 in principal amount of Prepetition Term Loans shall be refinanced into DIP Term Loans. Upon entry of the Final Order, any remaining Prepetition Term Secured Obligations will be replaced and refinanced into DIP Term Obligations. Further, accrued interest, fees, expenses and other sums due and payable on the Revolving Loans and

Prepetition Term Loans will be paid in cash on the Closing Date as provided in the proposed Interim Order. Each roll-up is consideration for the applicable DIP Lenders' funding and other consideration, and each roll-up is subject to the challenge rights expressly preserved in paragraph 43 of the Interim Order, including the Court's ability to fashion an appropriate remedy following a successful Challenge. Interim Order ¶¶ I(vii)–(viii), 43.

39. The Debtors submit that approval of these features is a sound exercise of their business judgment because the roll-ups are an essential component of the consideration required to obtain the proposed financing and the Prepetition Secured Parties' consent to use Cash Collateral as provided in the Interim Order. As noted in the Beers Declaration, without the roll-up features, the applicable DIP Lenders would not provide the contemplated funding and other consideration, and the Prepetition Secured Parties would not provide the consents necessary for the proposed financing and Cash Collateral arrangements. Beers Declaration ¶ 14. Accordingly, the financing, application of collateral proceeds and roll-ups should be evaluated as a single, integrated transaction that is necessary to maintain and preserve the value of the Debtors' estates.

40. The benefits of that integrated transaction, inclusive of the roll-up, are manifest. With it comes $15,000,000 of new-money interim term funding to pay down Prepetition Revolving Loans, creating revolving credit and letter-of-credit availability subject to the DIP ABL Facility's borrowing limits and conditions, and the consents needed to fund the Debtors' budgeted operations and administration of these Chapter 11 Cases. Those benefits are particularly important here where the Debtors are pursuing orderly inventory sales and store closings while continuing to market operating assets for a potentially higher-value going-concern transaction. Without the financing and Cash Collateral access conditioned on these arrangements, the Debtors would potentially need to immediately liquidate all assets through a chapter 7 proceeding, destroying the value-

maximizing process that the Debtors have put in place. The Debtors accordingly submit that the proposed roll-ups are warranted and should be approved.

III. The Debtors Should Be Authorized to Pay the Fees Required by the DIP Lenders Under the DIP Loan Documents.

41. The Debtors seek approval of the commitment fees, letter-of-credit fees, fees payable under the applicable fee letters, and expense reimbursement obligations under the DIP Loan Documents. These fees are an integral component of the overall terms of the DIP Facilities and were required by the DIP Lenders as a condition to providing financing.

42. Courts in this district and others have approved similar fees in large chapter 11 cases. *See, e.g.*, *In re Rite Aid Corp.*, No. 23-18992 (MBK) (Bankr. D.N.J. Oct. 17, 2023) (approving 4.0 percent Upfront Fee of the DIP Term Loan Facility); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) (approving a backstop fee of 6 percent and a 3 percent commitment fee on New Money Loans); *In re Akorn, Inc.*, No. 20-11177 (KBO) (Bankr. D. Del. May 22, 2022) (approving a commitment fee of approximately 3.0 percent of the DIP loans).

43. Because the fees under the proposed DIP Facilities are integral to the DIP Lenders' agreement to provide postpetition financing and consistent with the market, the Court should authorize the Debtors to pay the fees provided under the DIP Facilities, subject to the terms and conditions of the DIP Loan Documents.

IV. The Debtors Should Be Authorized to Use Cash Collateral

44. Pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor may use cash collateral as long as "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2). Section 363(e) of the Bankruptcy Code

provides for adequate protection of interests in property when a debtor uses cash collateral. Further, section 362(d)(1) of the Bankruptcy Code provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996).

45. The Debtors have satisfied the requirements of sections 363(c)(2) and (e) and should be authorized to use the Prepetition Lenders' cash collateral. The Prepetition Lenders are consenting to use of their cash collateral, subject to the approved DIP Budget, and will receive adequate protection that is fair and reasonable and that adequately protects such creditor's interest in its alleged prepetition collateral, including cash collateral, from any postpetition diminution in value. *See supra*, ¶ 14. Accordingly, the Court should authorize the Debtors to use cash collateral under section 363(c)(2) of the Bankruptcy Code.

V. The DIP Lenders Should Be Deemed Good-Faith Lenders Under Section 364(e) of the Bankruptcy Code

46. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

47. The DIP Lenders qualify as good faith lenders under section 364(e). The DIP Facilities are the product of the Debtors' reasonable and informed determination that the DIP

Lenders provided the best postpetition financing alternative available under the circumstances, as well as extended, arm's length, and good-faith negotiations between the Debtors and the DIP Lenders. The terms and conditions of the DIP Facilities are also fair and reasonable under the circumstances. Further, the proceeds of the DIP Facilities will be used only for purposes that are permissible under the Bankruptcy Code and no consideration is being provided to any party to the DIP Facilities other than as described herein.

48. Accordingly, the Court should find that the DIP Lenders are entitled to the protections afforded by section 364(e) as good faith lenders to the Debtors.

VI. The Automatic Stay Should Be Modified on a Limited Basis

49. The proposed Interim Order modifies the stay to implement the financing, grant and perfect liens and permit authorized payments. Following a Termination Declaration, the proposed order permits remedies after three business days (subject to the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada), and restricts Cash Collateral use during that period. The Debtors and any Committee may seek an emergency hearing during the Remedies Notice Period, but the Debtors agree not to argue at such hearing that the Interim Order or DIP Documents should be modified or are unenforceable. The order also permits royalty-free use of specified intellectual property and locations for realization on collateral.

50. Stay modifications of this kind are ordinary and standard features of debtor in possession financing arrangements and, in the Debtors' business judgment, are reasonable and fair under the circumstances of these chapter 11 cases. *See, e.g.*, *In re Rite Aid Corp.*, No. 23-18992 (MBK) (Bankr. D.N.J. Oct. 17, 2023) [Docket No. 120] (modifying automatic stay as necessary to effectuate the terms of the order); *In re WeWork, Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. May

8, 2024) [Docket No. 1883] (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) [Docket No. 81]; *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Jun. 6, 2023) [Docket No. 70] (same).

The Debtors Require Immediate Access to the DIP Facilities and Cash Collateral

51. The Court may grant interim relief in respect of a motion filed pursuant to section 363(c) or 364 of the Bankruptcy Code where, as here, interim relief is "necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(b)(2), (c)(2). Bankruptcy Rule 4001(c)(2) governs the procedures for obtaining authorization to obtain postpetition financing and provides, in relevant part:

> The court may begin a final hearing on a motion for authority to obtain credit no earlier than 14 days after it has been served. If the motion so requests, the court may conduct a hearing before that 14 day period ends. After a preliminary hearing, the court may authorize obtaining credit only to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing.

Fed. R. Bankr. P. 4001(c)(2)(A).

52. The Debtors require immediate access to Cash Collateral and interim credit to pay the budgeted costs of streamlined operations, inventory sales, store closings and case administration while preserving a potential going-concern transaction. The Debtors will be unable to operate their business in the near term without the ability to access the DIP Facilities and use cash collateral and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest.

53. The Debtors, therefore, seek immediate authority to access the DIP Facilities on an interim basis and as set forth in this motion and in the Interim Order to prevent immediate and irreparable harm to their estates pending the Final Hearing pursuant to Bankruptcy Rules 4001(b) and 4001(c). Accordingly, the Debtors respectfully submit that they have satisfied the

requirements of Bankruptcy Rule 4001 to support an expedited preliminary hearing and immediate access to the DIP Facilities and cash collateral on an interim basis.

Request for Waiver of Stay

54. To the extent that the relief sought in this motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

No Prior Request

55. No prior request for the relief sought in this motion has been made to this Court or any other court.

Reservation of Rights

56. Except as expressly provided in the Interim Order, the Final Order, or the DIP Loan Documents, including the Debtors' Stipulations, releases, waivers, allowed claims, payment obligations and proof-of-claim provisions therein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (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 Motion or any order granting the relief requested by this 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 this Motion are valid, and the rights of all parties in interest are reserved to contest the extent, validity, or perfection or seek avoidance of such liens to the extent preserved in the applicable orders and documents; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to the Court's order shall be subject to the admissions, stipulations, releases, waivers and reservations expressly set forth in the applicable orders and documents, including the Challenge rights preserved in paragraph 43 of the Interim Order.

Notice

57. The Debtors will provide notice of this Application to the following parties or their respective counsel: (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) Wells Fargo Bank, National Association, as DIP ABL Agent and Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) 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. The Debtors submit that, in light of the nature of the relief requested, no other or further

notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request that the Court enter the Interim Order and Final Order, granting the relief requested in this motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: November 9, 2026

/s/ Michael D. Sirota

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Exhibit A

Interim 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) (Joint Administration Requested)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (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 (90), 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 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.

(b) 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.

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. 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"), 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.

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 **[_____] [__], 2026 at [__]:00 [].m. (EST)** before the Honorable [_____], United States Bankruptcy Judge at the United States Bankruptcy Court for the District of New Jersey. On or before [_____] [__], 2026, 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 **[_____] [__], at []: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]

Preliminary Draft - Subject to Material Change
Privileged and Confidential - Prepared at the Request of Counsel

Forecast Week WE Date Actual / Forecast	0 Filing Act	1 14-Nov Fcst	2 21-Nov Fcst	3 28-Nov Fcst	4 5-Dec Fcst	5 12-Dec Fcst	6 19-Dec Fcst	7 26-Dec Fcst	8 2-Jan Fcst	9 9-Jan Fcst	10 16-Jan Fcst	11 23-Jan Fcst	12 30-Jan Fcst	13 6-Feb Fcst	Total 13 WK 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	25,646	53,936	23,557	500,954
2.) Total Operating Disbursements		(5,434)	(7,568)	(22,507)	(14,887)	(16,556)	(8,818)	(17,165)	(13,532)	(14,148)	(4,665)	(18,819)	(7,990)	(17,182)	(169,271)
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**	**6,827**	**45,947**	**6,375**	**331,683**
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)	(3,308)	(3,758)	(3,052)	(74,706)
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**	**3,519**	**42,189**	**3,323**	**256,977**
Liquidity															
6.) Availability		9,948	20,557	10,011	12,312	22,365	30,913	12,776	36,952	22,186	24,514	10,721	31,213	-	-
7.) + Cash		5,000	5,000	5,000	5,000	5,000	5,000	19,359	20,000	20,000	20,000	20,000	25,994	29,317	29,317
8.) **Total Liquidity**		**14,948**	**25,557**	**15,011**	**17,312**	**27,365**	**35,913**	**32,135**	**56,952**	**42,186**	**44,514**	**30,721**	**57,207**	**29,317**	**29,317**
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	36,194	-	-	-
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	36,194	-	-	-
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**	**36,194**	**-**	**-**	**-**

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 8, 2026 (i.e., 30 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 8, 2026 (i.e., 30 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)

Exhibit B

DIP ABL Credit Agreement

Execution Version

SENIOR SECURED SUPERPRIORITY
DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

Dated as of November 10, 2026

among
THE CHILDREN'S PLACE, INC., as a debtor-in-possession and
as the Lead Borrower for the Borrowers Party Hereto

The BORROWERS Party Hereto,
as debtors-in-possession

The GUARANTORS Party Hereto,
as debtors-in-possession

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agent

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

and

The LENDERS Party Hereto

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ABL CREDIT AGREEMENT ("Agreement") is entered into as of November 10, 2026, among

THE CHILDREN'S PLACE, INC., a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers now or hereafter party hereto;

the BORROWERS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

the GUARANTORS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

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

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

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, on November 8, 2026 (the "Petition Date"), the Lead Borrower and certain of its Subsidiaries (each, a "Debtor" and, collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court commencing their respective cases under chapter 11 of the Bankruptcy Code Case Nos. 26-22682 through 26-22695, as jointly administered under the caption *In re The Children's Place, Inc., et al.*, Case No. 26-22682 (SLM) (each case of the Lead Borrower and each other Debtor, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and management of their businesses pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS the Canadian Loan Parties will be debtors in the Cases and promptly following the commencement of the Cases, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as the proposed foreign representative on behalf of the Debtors, will seek an interim stay order (the "Canadian Interim Stay Order") in recognition proceedings commenced pursuant to Part IV of the CCAA and section 106 of the *Courts of Justice Act* (Ontario) in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to obtain a temporary stay of proceedings in favour of the Debtors, and any Collateral owned by the Canadian Loan Parties or otherwise located in Canada (the "Recognition Proceedings");

WHEREAS, as soon as reasonably practicable following entry of the Interim Order, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as foreign representative on behalf of the Debtors (the "Foreign Representative"), will seek the Canadian Court's recognition of the Cases as a "foreign main proceeding", and recognition and enforcement in Canada of the Interim Order, the Final Order and certain other orders of the Bankruptcy Court and certain related customary relief;

WHEREAS, prior to the Petition Date, the "Lenders" under (and as defined in) the Prepetition Credit Agreement provided financial accommodations to the Borrowers pursuant to the Prepetition Credit Agreement;

WHEREAS, the Borrowers have requested that the Revolving Lenders provide a senior secured superpriority debtor-in-possession asset-based revolving credit facility in an aggregate principal amount of up to $166,000,000 (the "DIP Facility"), and the Revolving Lenders have indicated their willingness to lend, in each case on the terms and conditions set forth herein and in the Orders and the Canadian Recognition Orders; and

WHEREAS, the relative priority of the Liens securing the Obligations, the Prepetition Obligations and the Term Obligations shall be as set forth in the Interim Order, the Final Order and the Canadian Recognition Orders, as applicable, upon entry of the Interim Order and the Final Order by the Bankruptcy Court and the granting of the Canadian Recognition Orders by the Canadian Court, and in the Loan Documents, including the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I.
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL DIP Charge" has the meaning specified in the Canadian Interim DIP Recognition Order and in the Canadian Final DIP Recognition Order (upon granting of the Canadian Final DIP Recognition Order).

"ABL Priority Collateral" means the "ABL Priority Collateral" as such term is defined in the Intercreditor Agreement.

"ABL Termination Declaration" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Acceptable Document of Title" means, with respect to any Inventory, a tangible bill of lading or other Document (as defined in the UCC or a "document of title" as defined in the PPSA, as applicable) that (a) is issued by a common carrier which is not an Affiliate of the Approved Foreign Vendor or any Loan Party which is in actual possession of such Inventory, (b) is issued/consigned to a Loan Party or, if so requested by the Collateral Agent, to the Collateral Agent, (c) at the request of the Collateral Agent, names the Collateral Agent as a notify party and bears a conspicuous notation on its face of the Collateral Agent's security interest therein, (d) is not subject to any Lien (other than (i) Liens in favor of the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens), (e) if requested by the Collateral Agent, contains an express waiver from the consignor/shipper of its right to alter the named consignee and its right of stoppage in transit, and (f) is on terms otherwise reasonably acceptable to the Collateral Agent.

"Accommodation Payment" shall have the meaning provided in Section 10.20(d).

"Account" means "accounts" as defined in the UCC or the PPSA, as applicable, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be

rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

"Account Party" has the meaning specified in Section 2.03(h).

"ACH" means automated clearing house transfers.

"Acknowledgment and Consent of Intercreditor Agreement" means that certain Acknowledgment and Consent of Intercreditor Agreement, dated as of the Closing Date, among the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the Term Agent, as agent for the secured parties under the Prepetition Term Credit Agreement and the DIP Term Credit Agreement, and acknowledged and agreed to by the Loan Parties.

"Acquisition" means, with respect to any Person (a) an Investment in, or a purchase of a Controlling interest in, the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, (c) a purchase or other acquisition of a material portion of the assets or properties of another Person, (d) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person, (e) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of a material portion of the assets of any Person, or (f) any acquisition by such Person of any group of Store locations comprising more than five percent (5%) of the number of Stores operated by the acquiring Person as of the date of such acquisition, in each case acquired in any transaction or group of transactions which are part of a common plan.

"Actual Operating Disbursements" means, for any period, the actual operating disbursements of the Debtors made during such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Actual Operating Disbursements.

"Actual Total Operating Receipts" means, for any period, the actual total operating cash receipts of the Debtors received during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Adjusted Term CORRA" means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Administrative Agent" means Wells Fargo Bank, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Lead Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, or beneficiary of that Person, (iii) any other Person directly or indirectly holding 10% or more of any class of the Equity Interests of that Person or (iv) any other Person 10% or more of any class of whose Equity Interests is held directly or indirectly by that Person.

"Agent(s)" means, individually, the Administrative Agent or the Collateral Agent and, collectively, means both of them.

"Agent Parties" shall have the meaning specified in Section 10.02(c).

"Aggregate Revolving Borrowing Base" means, as of any date of determination, an amount equal to:

(a) the sum of (i) the U.S. Revolving Borrowing Base and (ii) the Canadian Revolving Borrowing Base (in each case, calculated without duplication of any Reserves deducted therefrom);

minus

(b) the Term Loan Pushdown Reserve.

"Aggregate Revolving Commitments" means the Revolving Commitments of all of the Revolving Lenders. As of the Closing Date, the Aggregate Revolving Commitments are $166,000,000.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.27.

"Alabama Property" means the land, together with the buildings, structures, parking areas, and other improvements thereon, owned by Services Company and located at 1377 Airport Road, Fort Payne, Alabama.

"Allowed Professional Fees" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, the Corruption of Foreign Public Officials Act (Canada), as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including but not limited to Canadian AML Legislation.

"Applicable Commitment Fee Percentage" means a rate per annum equal to the applicable percentage set forth in the grid below.

average daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings for the immediately preceding quarter (as calculated under Section 2.09(a))	Applicable Commitment Fee Percentage
Less than or equal to 50% of the Aggregate Revolving Commitments	0.375%
Greater than 50% of the Aggregate Revolving Commitments	0.250%

"Applicable Margin" means a rate per annum equal to 3.50%.

"Applicable Percentage" means, with respect to any (a) U.S. Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the applicable aggregate U.S. Revolving Commitments represented by such U.S. Revolving Lender's U.S. Revolving Commitment at such time, (b) Canadian Revolving Lender at any time, the percentage (carried out to the ninth decimal place) of the applicable aggregate Canadian Revolving Commitments represented by such Canadian Revolving Lender's Canadian Revolving Commitment at such time, and (c) Lender at any time, the percentage (carried out to the ninth decimal place) of the sum of the Aggregate Revolving Commitments represented by the U.S. Revolving Commitment of such Lender at such time, subject to adjustment provided herein. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Approved Budget" has the meaning specified in Section 6.24.

"Approved Budget Reporting Date" has the meaning specified in Section 6.24.

"Approved Budget Variance Report" means a weekly report, prepared by the Lead Borrower and provided by the Lead Borrower to the Administrative Agent after consultation with the Financial Advisor in accordance with Section 6.25, and certified by a Responsible Officer of the Lead Borrower as being true, correct and complete in all material respects, showing, in each case, by line item, including containing supporting information, satisfactory to the Administrative Agent in its reasonable discretion including, (a) Actual Total Operating Receipts as compared to the Budgeted Total Operating Receipts, (b) Actual Operating Disbursements as compared to the Budgeted Operating Disbursements, in each case, as of the

last day of the Prior Week and the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026), (c) actual Excess Availability as compared to the projected Excess Availability, (d) actual fees and expenses of the Case Professionals on a cumulative basis and in each case, noting therein all variances (whether positive or negative) on a line item (or, in the case of clause (d), cumulative) basis, from the amounts set forth for such period in the Approved Budget, and shall include explanations for all material variances, and (e) a calculation demonstrating compliance (or non-compliance) with Section 7.20.

"Approved Foreign Vendor" means a Foreign Vendor which (a) is located in any country acceptable to the Administrative Agent in its discretion, (b) has received timely payment or performance of all obligations owed to it by the Loan Parties, (c) has not asserted and has no right to assert any reclamation, repossession, diversion, stoppage in transit, Lien or title retention rights in respect of such Inventory, and (d), if so requested by the Administrative Agent, has entered into and is in full compliance with the terms of a Foreign Vendor Agreement.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate or branch of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Liquidator" means, individually or collectively, Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means the audited Consolidated balance sheet of the Lead Borrower and its Subsidiaries for the Fiscal Year ended January 31, 2026, and the related Consolidated statements of income or operations and cash flows for such Fiscal Year of the Lead Borrower and its Subsidiaries, including the notes thereto.

"Availability Period" means the period from and including the Closing Date to the earliest of (a) January 29, 2027, (b) the Maturity Date, (c) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06, or (d) the date of termination of the commitment of each Revolving Lender to make Committed Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Availability Reserves" means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate, including, without limitation: (a) to reflect the impediments to the Agents' ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral, including, without limitation, amounts entitled to priority under Section 503(b) of the Bankruptcy Code, (c) to reflect the maximum amount of any court-ordered charges or other

liabilities payable by the Loan Parties, including the CCAA Priority Charges, (d) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, or (e) to reflect that a Default or an Event of Default may occur or has occurred and is continuing (provided that, in the case of this clause (e) only, the reserve shall be reasonably related to the event giving rise (or which may give rise) to such Default). Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate based on: (i) rent (including due to a failure of the Loan Parties to obtain an order of the Bankruptcy Court extending the lease assumption rejection period as contemplated by the Milestones); (ii) customs duties and other costs to release Inventory which is being imported into the United States or Canada and amounts due to vendors on account of such Inventory; (iii) outstanding Taxes and other governmental charges, including, without limitation, ad valorem, real estate, personal property, sales, claims of the PBGC and other Taxes which may have priority over the interests of the Collateral Agent in the Collateral; (iv) salaries, wages and benefits due to employees of any Borrower which may have priority over the interests of the Collateral Agent in the Collateral; (v) Customer Credit Liabilities; (vi) reserves for reasonably anticipated changes in the NOLV of Eligible Inventory between appraisals; (vii) warehousemen's or bailee's charges and other Permitted Encumbrances which may have priority over, or be *pari passu* with, the interests of the Collateral Agent in the Collateral; (viii) Cash Management Reserves; (ix) Bank Products Reserves; (x) Canadian Priority Payables Reserves; (xi) the Tariff Refund Reserve; (xii) the Carve Out Reserve; (xiii) the Canadian Charge Reserve; (xiv) any reclamation or similar claims as may relate to or arise during the Cases to the extent that such claims are determined by the Bankruptcy Court to be senior to the Obligations hereunder; and (xv) reserves in connection with augment merchandise in the Specified Store Closing Sales.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(b)(iv).

"Avoidance Proceeds" has the meaning specified in the Interim Order (or the Final Order, when applicable) and shall include proceeds of any proceeding commenced pursuant to Section 36.1 of the CCAA or Sections 95, 96 and 101 of the *Bankruptcy and Insolvency Act* (Canada), or provincial preference or fraudulent conveyance legislation.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Products" means any services or facilities provided to any Loan Party by a Lender or any of its Affiliates or branches (but excluding Cash Management Services), including, without limitation on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, and (f) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication. Without limiting the foregoing, all Bank Products (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Bank Products" hereunder.

"Bank Products Reserves" means such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate to reflect the liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey or any other court having jurisdiction over the Cases from time to time, and any appellate court having jurisdiction over the Cases from time to time.

"Base Rate" means, for any day, a fluctuating rate per annum equal to (a) with respect to Loans or Borrowings denominated in Dollars, the highest of (i) the Federal Funds Rate in effect on such day plus ½%, (ii) Term SOFR for a one month tenor in effect on such day, plus 1%, provided that this clause (ii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, (iii) the rate of interest announced, from time to time, within Wells Fargo Bank at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo Bank's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank may designate, and (iv) the Floor; and (b) with respect to Loans or Borrowings to the Canadian Borrowers denominated in Canadian Dollars, the Canadian Base Rate.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, with respect to any (a) interest, fees or other Obligations denominated in, or calculated with respect to, Dollars, the Term SOFR Reference Rate, and (b) interest, fees or other Obligations denominated in, or calculated with respect to, Canadian Dollars, the Term CORRA Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the Term CORRA Reference Rate, as applicable, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b)(i).

"Benchmark Rate Business Day" means, for any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Canadian Dollars, any day (other than a Saturday or Sunday) on which banks are open for business in Toronto, Ontario, Canada.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable, and

(b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, the Bank of Canada (or a committee officially

endorsed or convened by the Bank of Canada), an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Bid Procedures" has the meaning set forth in the Interim Order (or when applicable, the Final Order).

"Bid Procedures Motion" means a motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving the procedures for a sale, in one or a series of related transactions, of all or substantially all of the Debtors' business or assets pursuant to Section 363 of the Bankruptcy Code constituting a Permitted Sale.

"Blocked Account" means each DDA of the Loan Parties (other than Excluded Accounts).

"Blocked Account Agreement" has the meaning provided in Section 6.13(a)(ii).

"Blocked Account Bank" means Wells Fargo Bank and each other bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more Blocked Accounts are concentrated and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

"Bookrunner" means Wells Fargo Bank, in its capacity as sole bookrunner hereunder.

"Borrower Intellectual Property" means Material Intellectual Property exclusively owned by a Borrower or any other Loan Party.

"Borrowers" means, collectively, the U.S. Borrowers and the Canadian Borrowers, and "Borrower" means any one such Person individually as the context requires.

"Borrowing" means a Committed Borrowing and/or a Swing Line Borrowing, as the context requires.

"Borrowing Base" means the Canadian Revolving Borrowing Base and/or the U.S. Revolving Borrowing Base, as the context requires. Notwithstanding anything to the contrary herein, no Tariff Refund Asset or Tariff Refund Proceeds shall constitute an Eligible Credit Card Receivable, an Eligible Trade Receivable, Eligible Inventory, Eligible In-Transit Inventory, Eligible Warehoused Inventory or any other eligible asset for purposes of any Borrowing Base or the Aggregate Revolving Borrowing Base unless the Administrative Agent has expressly agreed in writing, in its sole discretion, to include such asset after completion of legal, collateral, accounting, commercial finance examination, perfection, priority and other diligence satisfactory to the Administrative Agent.

"Borrowing Base Certificate" has the meaning provided in Section 6.02(c).

"Budget" means a 13-week cash flow forecast and budget of the Debtors delivered on or prior to the Closing Date and updated from time to time as set forth in Section 6.24, in form acceptable to the Administrative Agent (it being understood and agreed that the form of the Initial Budget shall be deemed acceptable), setting forth, among other things, separate line items for the Debtors' (a) projected cash receipts, (b) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including fees and expenses of the Case Professionals, Lender Professional Fees and Transaction Fees), asset sales and any other fees and expenses related to this Agreement, (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 and projected U.S. Revolving Borrowing Base, Canadian Revolving Borrowing Base, Term Borrowing Base and Excess Availability during such 13-week period, together with a break-out for Stores being closed or proposed to be closed.

"Budgeted Operating Disbursements" means, for any period, the sum of the budgeted operating disbursements of the Debtors for such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Budgeted Operating Disbursements.

"Budgeted Total Operating Receipts" means, for any period, the sum of the budgeted operating cash receipts of the Debtors during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed and, if such day relates to any Canadian Base Rate Loans, CORRA Loans, or otherwise in respect of Obligations of any Canadian Loan Party, the term "Business Day" shall also exclude any day on which banks in Toronto, Canada are authorized or required by law to remain closed.

"Canadian AML Legislation" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), as amended, and any other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws in effect in Canada from time to time, including any regulations, guidelines or orders thereunder.

"Canadian Base Rate" means, for any day, a rate per annum equal to the greatest of (a) zero percent (0%) per annum, (b) Adjusted Term CORRA for a one-month tenor as in effect on such day, plus one percent (1%) (provided that this clause (b) shall not be applicable during any period in which Adjusted Term CORRA is unavailable, unascertainable or illegal), and (c) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by Reuters under Reuters Instrument Code <CAPRIME=> on the "CA Prime Rate (Domestic Interest Rate) – Composite Display" page (or any successor page or such other commercially available service or source (including the Canadian Dollar "prime rate" announced by the Canadian Reference Bank)). Each determination of the Canadian Base Rate shall be made by the Administrative Agent and shall be conclusive in the absence of manifest error. Any change in the Canadian Base Rate due to a change in the foregoing rate shall be effective as of the opening of business on the effective day of such change.

"Canadian Base Rate Loan" means a Canadian Revolving Loan that bears interest based on the Canadian Base Rate.

"Canadian Borrowers" means, collectively, Children's Place Canada and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Borrower.

"Canadian Charge Reserve" means a reserve in an amount equal to the CCAA Priority Charges (including amounts in excess of the amount set forth in the definition thereof) and any additional charges granted on any Collateral owned by the Canadian Loan Parties or otherwise located in Canada by the order of the Canadian Court in the Recognition Proceedings to the extent such charges rank pari passu with or in priority to the Collateral Agent's security.

"Canadian Committed Borrowing" means a borrowing consisting of simultaneous Canadian Committed Loans of the same Type and, in the case of SOFR Loans and CORRA Loans, having the same Interest Period made by each of the Canadian Revolving Lenders pursuant to Section 2.01.

"Canadian Committed Loan" has the meaning specified in Section 2.01(b).

"Canadian Court" has the meaning set forth in the recitals.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollars" and "CAD$" mean lawful money of Canada.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Administrative Agent, which order shall recognize and give full force and effect to the Final Order and the Cash Management Order (as entered by the Bankruptcy Court on a final basis) in Canada and confirm the super priority charge, consistent with the

liens and charges created by or set forth in the Final Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Final DIP Recognition Order may be part of another order of the Canadian Court in the Recognition Proceedings in form and substance satisfactory to the Administrative Agent.

"Canadian Final Order Date" has the meaning specified in Schedule 6.23.

"Canadian Guarantors" means, collectively, (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp., and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Guarantor, and (ii) each Canadian Borrower, in its capacity as guarantor in respect of the Obligations of the other Loan Parties.

"Canadian Guaranty" means the Canadian Guarantee dated as of the Closing Date made by the Canadian Loan Parties in favor of the Administrative Agent and the other Credit Parties.

"Canadian Initial Recognition Order" means the order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall recognize the Cases as a "foreign main proceeding" under Part IV of the CCAA and shall grant a stay of proceedings in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall, among other things, recognize and give full force and effect in Canada to the Interim Order and the Cash Management Order (as entered by the Bankruptcy Court on an interim basis) in Canada, and grant a super priority charge, consistent with the liens and charges created by or set forth in the Interim Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian Interim Order Date" has the meaning specified in Schedule 6.23.

"Canadian Interim Stay Order" has the meaning set forth in the recitals.

"Canadian L/C Obligations" means, as at any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Canadian Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations resulting from drawings with respect to Canadian Letters of Credit which drawings remain unreimbursed or which have not been paid through a Canadian Revolving Loan. For purposes of computing the amounts available to be drawn under any Canadian Letter of Credit, the amount of such Canadian Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Canadian Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any Rule under the ISP or any article of the UCP, such Canadian Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Canadian Letter of Credit" means a Letter of Credit issued on behalf of any Canadian Loan Party or any of its Canadian Subsidiaries.

"Canadian Letter of Credit Sublimit" means $1,000,000.

"Canadian Loan Party" means Canadian Borrowers, Canadian Guarantors and any other Loan Party that is a Canadian Subsidiary.

"Canadian Operating Account" has the meaning specified in Section 6.13(l).

"Canadian Pension Event" means (a) the termination or partial termination of a Canadian Defined Benefit Plan or the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan, or (b) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator appointed to administer a Canadian Defined Benefit Plan, or (c) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Pension Plan" means each pension plan required to be registered under Canadian federal or provincial laws which is maintained or contributed to by, or to which there is an obligation to contribute by, any Loan Party in respect of any Person's employment in Canada with such Loan Party, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively, or any similar plan maintained by any other province.

"Canadian Priority Payables Reserve" means reserves for: (a) amounts owing or in respect of which any Loan Party has an obligation to remit to a Governmental Authority of Canada or other Person in Canada pursuant to any applicable law, rule or regulation, with respect to (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) wages, salaries, commissions and vacation pay as provided for under the Wage Earners Protection Program Act (Canada); and (iv) other like charges and demands; in each case in this paragraph (a), to the extent that any Governmental Authority of Canada or other Person in Canada may claim a lien, security interest, hypothec, trust or other claim or other Lien ranking or which would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents; and (b) the aggregate amount of any other liabilities of any Loan Party (i) in respect of which a trust or deemed trust has been imposed or may reasonably be likely to be imposed on any Collateral in Canada to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the Bankruptcy and Insolvency Act (Canada); (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian Pension Plan (including "normal cost", "special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Encumbrances that do not have priority over the Collateral Agent's Liens), or (v) in respect of directors and officers, debtor-in-possession financing, administrative charges, critical supplier charges or shareholder charges; in each case in this paragraph (b), pursuant to any applicable law, rule or regulation in Canada and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or other Lien ranks or in the reasonable discretion of the Administrative Agent, could reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents.

"Canadian Recognition Orders" mean (i) the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, each in form and substance satisfactory to the Administrative Agent, and (ii) any other order of the Canadian Court issued from time to time in the Recognition Proceedings that recognizes any of the Orders or that affects the Collateral located in Canada or the rights of the Credit Parties, in each case in form and substance satisfactory to the Administrative Agent.

"Canadian Reference Bank" means The Toronto-Dominion Bank or such other bank named in Schedule I of the Bank Act (Canada) that is designated by the Administrative Agent from time to time as the Canadian Reference Bank for the purposes of this Agreement.

"Canadian Revolving Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the Canadian Borrowers' Eligible Credit Card Receivables multiplied by ninety percent (90%);

plus

(b) the face amount of the Canadian Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by ninety percent (90%);

plus

(c) the Cost of the Canadian Borrowers' Eligible Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Inventory;

plus

(d) the Cost of the Canadian Borrowers' Eligible In-Transit Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) exceed 25% of the lesser of the Canadian Revolving Borrowing Base and the Canadian Revolving Credit Ceiling then in effect;

plus

(e) the Cost of the Canadian Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (f) exceed the lesser of (i) ten percent (10%) of the lesser of the Canadian Revolving Borrowing Base and the Canadian Revolving Credit Ceiling then in effect, or (ii) $4,000,000;

minus

(f) the then amount of all Availability Reserves in respect of the Canadian Loan Parties.

"Canadian Revolving Commitment" means, as to each Canadian Revolving Lender, its obligation to (a) make Committed Loans to the Canadian Borrowers pursuant to Section 2.01, (b) purchase participations in Canadian L/C Obligations, and (c) purchase participations in Canadian Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Canadian Revolving Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Canadian Revolving Lender becomes a party hereto, as applicable, as such amount may be reduced from time to time in accordance with this Agreement.

"Canadian Revolving Credit Ceiling" means $16,000,000 on and after the Closing Date, as such amount may be modified in accordance with the terms of this Agreement.

"Canadian Revolving Lender" means each Lender having a Canadian Revolving Commitment, and shall include the Canadian Swing Line Lender, and shall also include any other Person made a party to this Agreement as a Canadian Revolving Lender pursuant to the provisions of Section 10.06 of this Agreement;

and "Canadian Revolving Lenders" means each of the Revolving Lenders with a Canadian Revolving Commitment or any one or more of them.

"Canadian Revolving Loan" means an extension of credit by a Canadian Revolving Lender to the Canadian Borrowers under Article II in the form of a Committed Loan or a Swing Line Loan.

"Canadian Security Agreement" means the Canadian Security Agreement dated as of the Closing Date among the Canadian Loan Parties and the Collateral Agent.

"Canadian Subsidiary" means any Subsidiary of any Loan Party, which Subsidiary is organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall grant customary additional relief in the Recognition Proceedings.

"Canadian Swing Line" means the revolving credit facility made available by the Canadian Swing Line Lender pursuant to Section 2.04.

"Canadian Swing Line Lender" means Wells Fargo Canada, in its capacity as provider of Canadian Swing Line Loans, or any successor swing line lender hereunder.

"Canadian Swing Line Loan" has the meaning specified in Section 2.04(a).

"Canadian Swing Line Sublimit" means an amount equal to the lesser of (a) zero or (b) the Canadian Revolving Commitments. The Canadian Swing Line Sublimit is part of, and not in addition to, the Canadian Revolving Commitments.

"Canadian Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all Canadian Revolving Loans and all Canadian L/C Obligations and (b) the Prepetition Canadian Total Revolving Outstandings.

"Canadian Underlying Issuer" means The Toronto-Dominion Bank or one of its Affiliates or such other Person that is acceptable to the Administrative Agent.

"CAPE" means the Consolidated Administration and Processing of Entries system of CBP, and any successor or replacement system used to administer, process, track, pay, credit, settle or otherwise resolve Tariff Refund Assets or Tariff Refund Proceeds.

"Capital Lease Obligations" means, with respect to any Person for any period, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as liabilities on a balance sheet of such Person under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve Out" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Carve Out Account" means a segregated non-interest bearing account established by the Debtors into which the proceeds of Committed Loans made pursuant to Section 2.16(b) are deposited and held in accordance with the Orders, such account being the Professional Fee Escrow Account.

"Carve Out Reserve" means an Availability Reserve in an amount equal to the sum of (a) the Case Professional fees set forth in the Approved Budget as of such week, less the amounts funded into the Professional Fee Escrow Account, plus (b) the Wind Down Carve Out Amount, plus (c) 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 in the case of this clause (c) shall not be limited to amounts that may be set forth in the Approved Budget, plus (d) the following two (2) weeks of Case Professional fees and expenses set forth in the Approved Budget, plus (e) such additional amounts as determined by the Administrative Agent in its reasonable discretion.

"Carve Out Trigger Notice" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Case" and "Cases" have the meanings specified in the recitals hereto.

"Case Professionals" means the professionals retained by the Debtors (including in the Recognition Proceedings), and any Committee in the Cases pursuant to Sections 327 and 1103 of the Bankruptcy Code, and the Information Officer and its counsel.

"Cash Collateral Account" means a non-interest bearing account established by one or more of the Loan Parties with Wells Fargo Bank, and in the name of, the Administrative Agent (or as the Administrative Agent shall otherwise direct) and under the sole and exclusive dominion and control of the Administrative Agent, in which deposits are required to be made in accordance with Section 2.03(k) and 9.15(a).

"Cash Collateralize" has the meaning specified in Section 2.03(k). Derivatives of such term have corresponding meanings.

"Cash Equivalents" means Permitted Investments of the type described in clauses (a) through (e) of the definition of such term.

"Cash Management Order" means an order of the Bankruptcy Court, together with all extensions, modifications and amendments, in all cases, in form and substance acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Debtors' use of their existing cash management systems, (b) authorizes the Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

"Cash Management Reserves" means such reserves as the Administrative Agent, from time to time, determines in its reasonable discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means the following cash management services or facilities provided to any Loan Party by a Lender or any of its Affiliates (including Wells Fargo Merchant Services, L.L.C.) or branches: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, (e) any services related to the acceptance and/or processing of payment cards or devices, and (f) purchase cards. Without limiting the foregoing, all Cash Management Services (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Cash Management Services" hereunder.

"CBP" means U.S. Customs and Border Protection and any successor or replacement Governmental Authority that administers, processes, tracks, pays, credits, settles or otherwise resolves Tariff Refund Assets or Tariff Refund Proceeds.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"CCAA Priority Charges" means, collectively, (a) the "Administration Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, US$650,000 in aggregate, (b) the "Directors' Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, CDN$1,975,000 in aggregate, and (c) any other charge granted by the Canadian Court in the Recognition Proceedings that is expressly stated in the Canadian Recognition Orders to rank in priority to the ABL DIP Charge and that is consented to by the Administrative Agent.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

"CERCLIS" means the Comprehensive Environmental Response, Compensation, and Liability Information System maintained by the United States Environmental Protection Agency.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority, (c) any new, or adjustment to, requirements prescribed by the FRB for "Eurocurrency Liabilities" (as defined in Regulation D of the FRB), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by any Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA or Term CORRA or (d) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders or a "person" or "group" Controlled by one of the Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 25% or more of the Equity Interests of the Lead Borrower entitled to vote for members of the board of directors or equivalent governing body of

the Lead Borrower on a fully-diluted basis (and taking into account all such Equity Interests that such "person" or "group" has the right to acquire pursuant to any option right);

(b) the Lead Borrower fails at any time to own, directly or indirectly, 100% of the Equity Interests of each other Loan Party free and clear of all Liens (other than (i) Liens in favor of the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens), except where such failure is as a result of a transaction permitted by the Loan Documents;

(c) the board of directors or other equivalent governing body of the Lead Borrower ceases to be composed of at least one (1) "Independent Director" as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules (as in effect on the Closing Date); or

(d) any "change of control" or similar event as defined in the DIP Term Credit Agreement.

"Children's Place Canada" means The Children's Place (Canada), LP, an Ontario limited partnership.

"CIPO" means the Canadian Intellectual Property Office.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended and in effect.

"Collateral" means all the "DIP Collateral" (or equivalent term) as defined in the Interim Order (and, when entered, the Final Order) and any and all "Collateral" as defined in any applicable Security Document and all other property that is or is intended under the terms of the Security Documents to be subject to Liens in favor of the Collateral Agent. For the avoidance of doubt and in accordance with the Security Agreement, the Mortgaged Property and all proceeds thereof constitute Collateral.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Collateral Agent executed by (a) a bailee or other Person in possession of Collateral, or (b) a landlord of Real Estate leased by any Loan Party, pursuant to which such Person (i) acknowledges the Collateral Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Collateral Agent with reasonable access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Collateral Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Collateral Agent as the Collateral Agent may reasonably require.

"Collateral Agent" means Wells Fargo Bank, acting in such capacity for its own benefit and the ratable benefit of the other Credit Parties.

"Commercial Letter of Credit" means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of Inventory by a Borrower in the ordinary course of business of such Borrower.

"Commercial Letter of Credit Agreement" means the Commercial Letter of Credit Agreement relating to the issuance of a Commercial Letter of Credit in the form from time to time in use by the L/C Issuer.

"Commitment" means the Canadian Revolving Commitment and/or the U.S. Revolving Commitment, as the context requires.

"Commitment Fee" has the meaning provided in Section 2.09(a).

"Committed Borrowing" means a U.S. Committed Borrowing and/or a Canadian Committed Borrowing as the context requires.

"Committed Loans" means U.S. Committed Loans and/or Canadian Committed Loans as the context requires.

"Committee" means any official committee of unsecured creditors appointed in the Cases pursuant to Section 1102 of the Bankruptcy Code.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D (or in such other form as is acceptable to the Administrative Agent in writing).

"Concentration Account" has the meaning provided in Section 6.13(c).

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or Term CORRA or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Canadian Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consent" means actual consent given by a Lender from whom such consent is sought; or the passage of ten (10) Business Days from receipt of written notice to a Lender from the Administrative Agent of a proposed course of action to be followed by the Administrative Agent without such Lender's giving the Administrative Agent written notice of that Lender's objection to such course of action.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

"Contractual Obligation" means, as to any Person, any provision of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"CORRA" means a rate equal to the Canadian Overnight Repo Rate Average as administered and published by the CORRA Administrator.

"CORRA Administrator" means the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average).

"CORRA Loan" means a Loan to the Canadian Borrowers denominated in Canadian Dollars bearing interest at a rate determined by reference to Term CORRA (other than pursuant to clause (b) of the definition of Canadian Base Rate).

"Cost" means the calculated cost of purchases, based upon the Borrowers' accounting practices in effect on the Closing Date (as such accounting practices may change or be modified from time to time in accordance with GAAP), as determined from invoices received by the Borrowers, the Borrowers' purchase journals or the Borrowers' stock ledger. "Cost" does not include inventory capitalization costs or other non-purchase price charges (such as freight) used in the Borrowers' calculation of cost of goods sold.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified in Section 10.28.

"Credit Card Issuer" shall mean any Person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by the Administrative Agent.

"Credit Card Notifications" has the meaning provided in Section 6.13(a)(i).

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Loan Party resulting from charges by a customer of a Loan Party on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by a Loan Party, or services performed by a Loan Party, in each case in the ordinary course of its business. For the avoidance of doubt, Credit Card Receivables shall not include any Franchise Receivables.

"Credit Extensions" mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Party" or "Credit Parties" means (a) individually, (i) each Lender and its Affiliates and branches, (ii) each Agent, (iii) each L/C Issuer, (iv) each beneficiary of each indemnification obligation undertaken by any Loan Party under any Loan Document, (v) any other Person to whom Obligations under this Agreement and other Loan Documents are owing, and (vi) the successors and assigns of each of the foregoing, and (b) collectively, all of the foregoing.

"Credit Party Expenses" means, without limitation, (a) all reasonable out-of-pocket expenses incurred by the Agents and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable fees, charges and disbursements of (A) one primary counsel for the Agents and one local counsel in each applicable jurisdiction, (B) outside consultants for the Agents (including, without limitation, any Lender Group Consultant), (C) appraisers, (D) commercial finance examinations, (E) photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees and publication, (F) the Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP or Canadian AML Legislation searches related to any Loan Party or its Subsidiaries, and (G) all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations, (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral (including, without limitation, in connection with, during the continuation of an Event of Default, gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated), or (D) any workout, restructuring or negotiations in respect of any Obligations, (iii) all customary fees and charges (as adjusted from time to time) of the Agents with respect to the disbursement of funds (or the receipt of funds) to or for the account of the Borrowers (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, and (iv) customary charges imposed or incurred by the Administrative Agent resulting from the dishonor of checks payable by or to any Loan Party; (b) with respect to the L/C Issuer, and its Affiliates and branches, all reasonable out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder; and (c) all reasonable out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the L/C Issuer or any Affiliate or branch of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one primary counsel and one local counsel in each applicable jurisdiction (absent a conflict of interest in which case the Credit Parties may engage and be reimbursed for additional counsel), one outside consultant and one financial advisor, in each case representing or advising all such Credit Parties.

"CRO" has the meaning specified in Section 6.26.

"Cumulative Three-Week Period" means the three-week period up to and through the Saturday of the most recent week then ended, or if a three-week period has not then elapsed from the Petition Date, such shorter period of not less than four (4) Business Days since the Petition Date through the Saturday of the most recent week then ended.

"Customer Credit Liabilities" means, at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards of the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits and customer deposits of the Loan Parties.

"Customs Broker Agreement" means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among a Loan Party, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the subject Inventory and the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

"DDA" means each checking, savings or other demand deposit account maintained by any of the Loan Parties.

"Debtor" and "Debtors" have the meanings specified in the recitals hereto.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), the restructuring provisions of applicable Canadian federal or provincial corporate statutes, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions (including corporate laws of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of creditors against it) from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate (in respect of SOFR Loans and Base Rate Loans in Dollars) or the Canadian Base Rate (in respect of CORRA Loans and Canadian Base Rate Loans, respectively) plus (ii) the Applicable Margin, if any, applicable to Base Rate Loans, as applicable, plus (iii) 2% per annum; provided, however, that with respect to a SOFR Loan or CORRA Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such SOFR Loan or CORRA Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Standby Letters of Credit or 1.75% for Commercial Letters of Credit, as applicable, plus 2% per annum.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within one (1) Business Day of the date such Loans were required to be funded hereunder, or (ii) pay to any Agent, L/C Issuer, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within one (1) Business Day of the date when due, (b) has

notified any Borrower, any Agent or L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, (c) has failed, within three (3) Business Days after written request by the Administrative Agent or Lead Borrower, to confirm in writing to the Administrative Agent and Lead Borrower that it will comply with its prospective funding obligations hereunder (provided, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and Lead Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of any proceeding under any Debtor Relief Laws, (ii) had appointed for it a receiver, interim receiver, custodian, conservator, trustee, monitor, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation, the Canada Deposit Insurance Corporation or any other state, federal or foreign regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to Lead Borrower, L/C Issuer, and each Lender.

"Defaulting Lender Rate" means (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Committed Loans that are Base Rate Loans (inclusive of the Applicable Margin applicable thereto).

"DIP Facility" has the meaning specified in the recitals hereto.

"DIP Term Credit Agreement" means that certain DIP Term Loan Credit Agreement, dated as of November 10, 2026, among, among others, the Loan Parties, the lenders party thereto, and the Term Agent, as amended, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the provisions hereof and of the Intercreditor Agreement.

"DIP Term Loan" means the "Term Loan" as such term is defined in the DIP Term Credit Agreement.

"DIP Term Loan Documents" means the "Loan Documents" as such term is defined in the DIP Term Credit Agreement.

"DIP Term Loan Liens" means the Liens granted to the Term Agent pursuant to the DIP Term Loan Documents to secure the DIP Term Obligations permitted under clause (i) of the definition of "Permitted Indebtedness", which Liens shall at all times be subject to the terms and conditions (including the Lien priorities) set forth in the Intercreditor Agreement.

"DIP Term Obligations" means the "Obligations" as such term is defined in the DIP Term Credit Agreement.

"Discharge of Term Obligations" has the meaning set forth in the Intercreditor Agreement.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale, transfer, license or other disposition (whether in one

transaction or in a series of transactions)) of all or substantially all of its assets to or in favor of any Person of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, and including in any case, any such transaction by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division".

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the Loans mature; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of the Lead Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Lead Borrower or one of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Lead Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"Dollars" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates or branches; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person); provided, however, that each Eligible Assignee described in clauses (a) through (e), above, shall be reasonably acceptable to, and subject to the approval of, the Administrative Agent, the L/C Issuer, the Swing Line Lender, and the Lead Borrower (each such approval not to be unreasonably withheld or delayed) to the extent provided in Section 10.06(b) of this Agreement; provided further that, notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries or a natural person.

"Eligible Credit Card Receivables" means Credit Card Receivables due to a Borrower on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other major credit card processors as they arise in the ordinary course of business, and which have been earned by performance. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, such Credit Card Receivable shall indicate no Person other than a Borrower as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a Credit Card Issuer or Credit Card Processor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Receivable. Except as otherwise agreed by the Administrative Agent, any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) Credit Card Receivables which do not constitute a "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable);

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale;

(c) Credit Card Receivables with respect to which a Loan Party does not have good, valid and marketable title, free and clear of any Lien (other than (i) Liens granted to the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens);

(d) Credit Card Receivables that are not subject to a first priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges) (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(e) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(f) Credit Card Receivables as to which the credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Credit Card Receivables from such credit card processor;

(g) Credit Card Receivables due from a Credit Card Issuer or Credit Card Processor which (i) is the subject of a proceeding under any Debtor Relief Law, or (ii) is a Sanctioned Person or Sanctioned Entity;

(h) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer or Credit Card Processor with respect thereto;

(i) Credit Card Receivables which do not conform to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables; or

(j) Credit Card Receivables which the Administrative Agent determines in its reasonable discretion to be uncertain of collection.

"Eligible In-Transit Inventory" means, as of any date of determination thereof, without duplication (including of any other Eligible Inventory), Inventory:

(a) which has been shipped from a location outside of the United States or Canada for receipt by a Borrower within sixty (60) days of the date of shipment, but which has not yet been delivered to such Borrower in the U.S. or Canada, as applicable;

(b) for which the purchase order is in the name of a Borrower and title to such Inventory and risk of loss has passed to such Borrower;

(c) for which an Acceptable Document of Title has been issued, and in each case as to which the Collateral Agent has control (as defined in the UCC or the PPSA, as applicable) over, or possession of, the documents of title which evidence ownership of the subject Inventory (unless waived in writing by the Administrative Agent, by the delivery of a Customs Broker Agreement with respect to all applicable freight carriers, freight forwarders, customs brokers, shipping companies and other similar Persons);

(d) for which each relevant freight carrier, freight forwarder, customs broker, shipping company or other Person in possession of such Inventory and the documents relating to such Inventory, in each case, shall have entered into a Customs Broker Agreement (unless waived in writing by the Administrative Agent);

(e) which is insured against types of loss, damage, hazards and risks, and in amounts, reasonably satisfactory to the Collateral Agent;

(f) for which the common carrier is not an Affiliate of the applicable vendor or supplier;

(g) the Foreign Vendor with respect to such Inventory is an Approved Foreign Vendor; and

(h) which otherwise would constitute Eligible Inventory;

provided that the Administrative Agent may, in its reasonable discretion, exclude any particular Inventory from the definition of "Eligible In-Transit Inventory" in the event the Administrative Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by the Administrative Agent to arise which may otherwise adversely impact the ability of the Collateral Agent to realize upon such Inventory. The Administrative

Agent shall notify the Lead Borrower of any such exclusion and the reasons therefor as soon as reasonably practicable, provided that the effectiveness of such exclusion shall not be conditioned upon such notification.

Each Fixed Rate Loan Notice or Swing Line Loan Notice, as the context requires, shall be deemed a certification by the Borrowers hereunder that, to the best knowledge of the Borrowers, all Eligible In-Transit Inventory included in the most recent Borrowing Base Certificate meets all of the Borrowers' representations and warranties contained in the Loan Documents and the Term Documents concerning Eligible Inventory, that the Borrowers know of no reason why such Eligible Inventory would not be accepted by the Borrowers when it arrives and that the shipment, as evidenced by the documents, conforms to the related order documents.

"Eligible Inventory" means, as of the date of determination thereof, without duplication, items of Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) of a Borrower that are finished goods, merchantable and readily saleable to the public in the ordinary course of the Borrowers' business, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrowers in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. Except as otherwise agreed by the Administrative Agent, the following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by a Borrower or a Borrower does not have good and valid title thereto;

(b) Inventory that is leased by, or is on consignment to, a Borrower, or which is consigned by a Borrower to a Person that is not another Borrower;

(c) Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) that is not located in the United States (excluding territories or possessions of the United States) or Canada at a location that is owned or leased by a Borrower, except to the extent that the Borrowers have furnished the Administrative Agent with (i) any UCC financing statements, PPSA financing statements or other documents that the Administrative Agent may determine in its reasonable discretion to be necessary to perfect the Collateral Agent's security interest in such Inventory at such location, and (ii) a Collateral Access Agreement executed by the Person owning any such location or, in the case of this clause (ii), the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(d) Inventory that is located in a distribution center or warehouse leased by a Borrower unless the applicable lessor or warehouseman has delivered to the Administrative Agent a Collateral Access Agreement or the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(e) Inventory that is comprised of goods which (i) are damaged, defective, "seconds," or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or are special order or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in a Borrower's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are bill and hold goods, or (vi) are Shrink;

(f) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges);

(g) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(h) Inventory that is not insured in compliance with the provisions of Section 5.10 hereof;

(i) Inventory that has been sold but not yet delivered or as to which a Borrower has accepted a deposit;

(j) Inventory which has been purchased by a Borrower from a Person that is a Sanctioned Person or Sanctioned Entity; or

(k) Inventory as to which either the Borrowers or the Agents do not have the right to utilize any Intellectual Property necessary or appropriate to realize on such Inventory as set forth in the applicable Security Documents in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof.

"Eligible Trade Receivables" means Accounts arising from the sale of the Loan Parties' Inventory (but excluding, for the avoidance of doubt, Credit Card Receivables) that satisfy the following criteria at the time of creation and continue to meet the same at the time of such determination: each such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from an account debtor, and in each case originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (t) below. Without limiting the foregoing, to qualify as an Eligible Trade Receivable, an Account shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Loan Parties to reduce the amount of such Eligible Trade Receivable. For the avoidance of doubt, Eligible Trade Receivables shall not include any Franchise Receivables. Except as otherwise agreed by the Administrative Agent, any Account included within any of the following categories shall not constitute an Eligible Trade Receivable:

(a) Accounts that are not evidenced by an invoice;

(b) Accounts that have been outstanding for more than ninety (90) days from the date of invoice or more than sixty (60) days past the due date;

(c) Accounts due from any account debtor for which more than fifty percent (50%) of the Accounts owing from such account debtor are ineligible pursuant to clause (b), above;

(d) All Accounts owed by an account debtor and/or its Affiliates together to the extent such Accounts exceed (x) thirty percent (30%), or (y) with respect to any of the Specified Account Debtors, fifty percent (50%) (or such higher percentages now or hereafter established by the Administrative Agent for any particular account debtor) of the amount of all Accounts at any one time (but the portion of the Accounts not in excess of the applicable percentages may be deemed Eligible Trade Receivables, in the

Administrative Agent's reasonable discretion); provided that no portion of any Accounts owed by any Investment Grade Account Debtor shall be deemed ineligible solely by reason of this clause (d);

(e) Accounts (i) that are not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges), or (ii) with respect to which a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (x) Liens granted to the Collateral Agent pursuant to the Security Documents, (y) DIP Term Loan Liens and (z) Prepetition Permitted Senior Liens);

(f) Accounts which are disputed or with respect to which a claim, counterclaim, offset or chargeback has been asserted, but only to the extent of such dispute, counterclaim, offset or chargeback;

(g) Accounts which arise out of any sale made not in the ordinary course of business or are not payable in Dollars or, as regards Canadian Loan Parties, Canadian Dollars;

(h) Other than as set forth in clause (o) below, Accounts which are owed by any account debtor whose principal place of business is not within the United States or Canada;

(i) Accounts which are owed by any Affiliate or any employee of a Loan Party;

(j) Accounts for which all consents, approvals or authorizations of, or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the performance of such Account by the account debtor or in connection with the enforcement of such Account by the Collateral Agent have not been duly obtained, effected or given and are not in full force and effect;

(k) Accounts due from an account debtor which is the subject of any bankruptcy or insolvency proceeding, has had a trustee, interim receiver, receiver, monitor or similar Person appointed for all or a substantial part of its property, has made an assignment for the benefit of creditors or has suspended its business;

(l) Accounts due from any Governmental Authority except to the extent that (i) the subject account debtor is the federal government of the United States and the relevant Loan Party has complied with the Federal Assignment of Claims Act of 1940, (ii) the subject account debtor is His Majesty in right of Canada or any provincial or local Governmental Authority, or any ministry, in each case, in Canada, and the relevant Loan Party has complied with the particular prescriptions of the Financial Administration Act (Canada) and/or any analogous Canadian provincial, territorial, or municipal legislations and regulations, or (iii) the subject account debtor is another Governmental Authority and the relevant Loan Party has complied with all applicable Laws analogous to those otherwise described in this clause (l);

(m) Accounts (i) owing from any Person that is also a supplier to or creditor of a Loan Party or any of its Subsidiaries, but only to the extent of the indebtedness owed to such supplier or creditor, unless such Person has waived any right of setoff in a manner reasonably acceptable to the Administrative Agent or (ii) representing any manufacturer's or supplier's credits, discounts, incentive plans or similar arrangements entitling a Loan Party or any of its Subsidiaries to discounts on future purchase therefrom;

(n) Accounts arising out of sales on a bill-and-hold, guaranteed sale, sale-or-return, sale on approval or consignment basis or subject to any right of return, set off or charge back, but only to the extent of such right of return, set off, or charge back;

(o) Accounts arising out of sales to account debtors outside the United States or Canada unless such Accounts are fully backed by one or more irrevocable letters of credit on terms, and issued by a financial institution, reasonably acceptable to the Administrative Agent and each such irrevocable letter of credit is in the possession of the Administrative Agent**;**

(p) Accounts (i) evidenced by a promissory note or other instrument, or (ii) that do not conform to all representations, warranties or other provisions in the Loan Documents relating to Accounts;

(q) Accounts consisting of amounts due from vendors as rebates or allowances;

(r) Accounts with respect to which the account debtor is a Sanctioned Person or Sanctioned Entity;

(s) Accounts that constitute, evidence, arise from or otherwise relate to any Tariff Refund Asset or Tariff Refund Proceeds; or

(t) Accounts which the Administrative Agent determines in its reasonable discretion to be unacceptable for borrowing.

"Eligible Warehoused Inventory" means Inventory not intended to be sold at retail in a Store location or on an e-commerce site, subject to a fully perfected first priority security interest in favor of the Collateral Agent for the benefit of the Credit Parties, and located in a warehouse in the United States or Canada which is either owned by a Borrower or maintained pursuant to an agreement between a Borrower and the owner of such warehouse (including an agreement between a Borrower and an agent of such Borrower which stores such Inventory on its premises pending instructions from such Borrower as to its sale to a wholesale vendor) with respect to which (i) either (a) no negotiable or non-negotiable document covering the goods has been issued or (b) in the event a negotiable or non-negotiable document covering the goods has been issued, there has been created in favor of the Collateral Agent for the benefit of the Credit Parties a perfected first priority security interest in such document pursuant to the Uniform Commercial Code and/or the PPSA in all applicable jurisdictions and all other applicable Law (in addition to the security interest in the goods), (ii) the Administrative Agent has received a Collateral Access Agreement from the owner and/or operator of such warehouse (unless waived in writing by the Administrative Agent), and (iii) which otherwise would constitute Eligible Inventory.

"Environmental Laws" means any and all federal, state, provincial, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" has the meaning set forth in the Security Agreement or the Canadian Security Agreement, as applicable.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with any Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Sections 412 and 4971 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification to the Lead Borrower or any ERISA Affiliate that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination of a Pension Plan or a Multiemployer Plan under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Lead Borrower or any ERISA Affiliate; or (g) the determination that any Pension Plan is considered to be an "at-risk" plan, or that any Multiemployer Plan is considered to be in "endangered" or "critical" status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 or 305 of ERISA.

"Erroneous Payment" has the meaning provided in Section 9.17.

"Erroneous Payment Deficiency Assignment" has the meaning provided in Section 9.17.

"Erroneous Payment Impacted Class" has the meaning provided in Section 9.17.

"Erroneous Payment Return Deficiency" has the meaning provided in Section 9.17.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"eUCP" means, with respect to any Letter of Credit, the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation, Version 2.0, supplementing UCP 600, and any version or revision thereof accepted by the L/C Issuer for use.

"Event of Default" has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof.

"Events and Circumstances" has the meaning specified in the definition of "Material Adverse Effect."

"Excess Availability" means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

(a) the Revolving Loan Cap,

minus

(b) the Total Revolving Outstandings.

"Excluded Accounts" means (a) DDAs maintained in the ordinary course of business containing cash amounts that do not exceed at any time $50,000 for any such account and $250,000 in the aggregate for all such accounts under this clause (a), (b) DDAs specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Loan Party's employees and (c) DDAs established solely to receive and hold third-party-owned or third-party-remittable Tariff Refund Proceeds, provided that, in the case of this clause (c), (i) no funds other than such third-party-owned or third-party-remittable Tariff Refund Proceeds are deposited therein, (ii) no Loan Party has any economic interest therein other than bare legal title or collection-agent capacity, (iii) the applicable Loan Party has delivered to the Administrative Agent copies of all agreements with such third parties, (iv) the applicable Loan Party delivers monthly account statements and remittance reports to the Administrative Agent, and (v) all amounts not required to be remitted to third parties are transferred to a DDA that is subject to a Blocked Account Agreement in favor of the Collateral Agent within one Business Day after receipt.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to any Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or Canada or any similar tax imposed by any other jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such tax, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Lead Borrower under Section 10.13), any withholding tax (other than any Canadian federal withholding Tax) that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending

Office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding tax pursuant to Section 3.01(a), (d) Taxes imposed on such recipient that are or is attributable to such recipient's failure to comply with the requirements of Section 3.01(e), (e) any U.S. federal, state or local backup withholding tax, (f) any U.S. federal withholding tax imposed under FATCA, and (g) any Canadian withholding tax that is imposed on amounts payable to a Lender as a result of such Lender (i) not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Loan Party, or (ii) being a "specified non-resident shareholder" of a Loan Party or a non-resident person not dealing at arm's length with a "specified shareholder" of a Loan Party (in each case within the meaning of the Income Tax Act (Canada)) (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder", or does not deal at arm's length with a "specified shareholder", as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Executive Order" has the meaning set forth in Section 10.22.

"Existing Letters of Credit" means each of the letters of credit issued under the Prepetition Credit Agreement, as listed on Schedule 2.03(t) hereto.

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), condemnation awards (and payments in lieu thereof), indemnity payments, any purchase price adjustments, any Tariff Refund Proceeds and any refund, credit, duty drawback, reimbursement, settlement, judgment, award or other payment in respect of customs duties, tariffs, fees, charges or similar amounts.

"Facility Guaranty" means (i) the Guaranty dated as of the Closing Date made by the Guarantors party thereto in favor of the Administrative Agent and the other Credit Parties, (ii) the Canadian Guaranty, and (iii) each other Guaranty hereafter made by a Guarantor in favor of the Administrative Agent and the other Credit Parties, in form reasonably satisfactory to the Administrative Agent.

"Factored Receivables" means any Accounts originally owed or owing by a Loan Party to another Person which have been purchased by or factored with Wells Fargo Bank or any of its Affiliates pursuant to a factoring arrangement or otherwise with the Person that sold the goods or rendered the services to the Loan Party which gave rise to such Account.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the Code, and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the

average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero (0), then the rate determined pursuant to this definition shall be deemed to be zero (0)).

"Fee Letters" means, collectively, the letter agreement, dated as of the Closing Date, among the Borrowers and the Agents, and any other letter agreement among the Borrowers and any Agent designated as a "Fee Letter" hereunder.

"FF&E" means all furniture, trade fixtures and Equipment (as defined in the UCC or PPSA, as applicable).

"Final Order" means the order of the Bankruptcy Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Administrative Agent and which has not been reversed, vacated, or stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the super-priority of the claims of the Agents and Credit Parties, subject only to the Carve Out and, in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Financial Advisor" has the meaning specified in Section 6.26.

"First Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of February 29, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Fiscal Month" means any fiscal month of any Fiscal Year, which month shall generally end on the Saturday closest to the last day of each calendar month in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year, which quarters shall generally end on the Saturday closest to the last day of each April, July, October and January of such Fiscal Year in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Year" means the fifty-two (52) or fifty-three (53) week period that ends on the Saturday closest to January 31st of each calendar year.

"Fixed Rate Borrowing" means a Borrowing comprised of SOFR Loans or CORRA Loans.

"Fixed Rate Loan Notice" means a notice for a Fixed Rate Borrowing or continuation pursuant to Section 2.02(b), which shall be substantially in the form of Exhibit A.

"Flood Certificate" means a "Standard Flood Hazard Determination Form (Life-of-Loan)" of the Federal Emergency Management Agency and any successor Governmental Authority performing a similar function.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004, and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, as each of the foregoing is now or hereafter in effect and any successor statute to any of the foregoing.

"Floor" means a per annum rate of interest equal to 0%.

"Foreign Assets Control Regulations" has the meaning set forth in Section 10.22.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Representative" has the meaning set forth in the recitals.

"Foreign Vendor" means a Person that sells In-Transit Inventory to a Borrower.

"Foreign Vendor Agreement" means an agreement between a Foreign Vendor and the Collateral Agent in form and substance satisfactory to the Collateral Agent and pursuant to which, among other things, the parties shall agree upon their relative rights with respect to In-Transit Inventory of a Borrower purchased from such Foreign Vendor.

"Fourth Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of September 24, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Franchise Agreements" has the meaning set forth for such term in the Security Agreement.

"Franchise Receivables" means all Accounts and "payment intangibles" (as defined in the UCC), which are due from franchisees of the Loan Parties for royalties, goods sold and received and other amounts due to the Loan Parties under applicable Franchise Agreements.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Global Line Cap" means, at any time of determination, the lesser of (i) the sum of (A) the Aggregate Revolving Commitments *plus* (B) the Term Total Outstandings, in each case, at such time, and (ii) the sum of (A) the Aggregate Revolving Borrowing Base *plus* (B) the Term Total Outstandings, in each case, at such time.

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor" means each Subsidiary of the Lead Borrower listed on Schedule 1.01 annexed hereto and each other Subsidiary of the Lead Borrower that shall be required to execute and deliver a Facility Guaranty or Facility Guaranty supplement pursuant to Section 6.12.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hong Kong Share Pledge" means that certain Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 4, 2020, by and among the Lead Borrower, thechildrensplace.com, inc. and the Administrative Agent, as amended by that certain Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 16, 2025 and that certain Second Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of March 13, 2026.

"Hong Kong Subordinated Notes" means, collectively, (a) that certain promissory note, dated as of March 19, 2024, issued by the Lead Borrower in favor of The Children's Place (Hong Kong) Limited, and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (b) that certain promissory note, dated as of June 17, 2022, issued by the Lead Borrower in favor of TCP Worldwide, and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (c) that certain promissory note, dated as of June 16, 2022, issued by the Lead Borrower in favor of The Children's Place (Barbados) Inc., and (d) that certain promissory note, dated as of June 15, 2022, issued by the Lead Borrower in favor of TCP Investment Canada I Corp., in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement and the Hong Kong Subordination Agreement.

"Hong Kong Subordination Agreement" means that certain Third Amended and Restated Subordination Agreement, dated as of December 16, 2025, among thechildrensplace.com, inc., The

Children's Place (Barbados) Inc., and TCP Investment Canada I Corp., as junior lenders, the Administrative Agent and the Term Agent, as senior agents, and acknowledged and agreed to by the Loan Parties.

"Immaterial Intellectual Property" means immaterial intellectual property rights that in the commercially reasonable business judgment of the applicable Loan Party are no longer used or necessary in the business of the Loan Parties or any Subsidiary and it is no longer economically practicable or commercially desirable to maintain or use such Intellectual Property in the business of any Loan Party or its Subsidiaries (taken as a whole).

"In-Transit Inventory" means Inventory of a Borrower which is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrower from a location outside of (x) the continental United States, in the case of a U.S. Borrower, or (y) Canada, in the case of a Canadian Borrower, to a location of a Borrower that is within (a) the continental United States, in the case of a U.S. Borrower, or (b) Canada, in the case of a Canadian Borrower.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, payable in accordance with customary trade practices);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations of such Person, but excluding any obligations of such Person in respect of operating leases;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly

made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.04(a).

"Information" has the meaning specified in Section 10.07.

"Information Certificate" means (a) that certain information certificate dated as of the Closing Date, executed and delivered by the Loan Parties in favor of the Agents, and (b) each other perfection certificate (which shall be in form and substance substantially consistent with the certificate referenced in foregoing clause (a)) executed and delivered by the applicable Loan Party in favor of the Agents.

"Information Officer" means the information officer appointed by the Canadian Court in the Recognition Proceedings pursuant to the Canadian Supplemental Order.

"Initial Budget" has the meaning specified in Section 5.05(c).

"Intellectual Property" means the "Intellectual Property Collateral" as defined in the Security Agreement or the Canadian Security Agreement, as applicable. For the avoidance of doubt, Intellectual Property shall not include any "Excluded Property" as defined in the Security Agreement or the Canadian Security Agreement, as applicable.

"Intellectual Property Security Agreements" means, collectively, each of the short-form intellectual property security agreements entered into from time to time among any one or more Loan Parties and the Collateral Agent, in each case evidencing a Lien in the registered Material Intellectual Property of such Loan Parties in favor of the Collateral Agent.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of December 16, 2025, by and between the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the Term Agent, as agent for the secured parties under the Prepetition Term Credit Agreement and the DIP Term Credit Agreement, and acknowledged and agreed to by the Loan Parties (as ratified and confirmed pursuant to the Orders and the Acknowledgment and Consent of Intercreditor Agreement), as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Intercreditor Provisions" has the meaning specified in Section 8.01(s).

"Interest Payment Date" means (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a SOFR Loan or CORRA Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Swing Line Loan), the first day of each month (or if such day is not a Business Day, on the next succeeding Business Day) and the Maturity Date.

"Interest Period" means, as to each SOFR Loan and CORRA Loan, the period commencing on the date such SOFR Loan or CORRA Loan is disbursed or converted to or continued as a SOFR Loan or

CORRA Loan and ending on the date one, three or (solely with respect to a SOFR Loan) six months thereafter, as selected by the Lead Borrower in its Fixed Rate Loan Notice; provided that that in all events:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(iii) no Interest Period shall extend beyond the Maturity Date;

(iv) notwithstanding the provisions of clause (iii), no Interest Period shall have a duration of less than one (1) month, and if any Interest Period applicable to a Fixed Rate Borrowing would be for a shorter period, such Interest Period shall not be available hereunder;

(v) interest shall accrue at the applicable rate based upon Adjusted Term SOFR or Adjusted Term CORRA, as applicable, from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires; and

(vi) no tenor that has been removed from this definition pursuant to Section 3.03(b)(iv) shall be available for specification in any Fixed Rate Loan Notice or conversion or continuation notice.

For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim Order" means, the order of the Bankruptcy Court entered in the Cases after an interim hearing, substantially in the form attached hereto as Exhibit I and/or otherwise in form and substance satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto approved by the Administrative Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" has the meaning given that term in the UCC or the PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Inventory Advance Rate" means the product of (a) ninety percent (90%) and (b) the product of one hundred percent (100%) multiplied by the inverse of the projected prevailing discount for the following week applied to such Inventory, as determined by the Administrative Agent in its reasonable discretion.

"Inventory Reserves" means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent's reasonable discretion with respect to the determination of the saleability, at retail or wholesale, as applicable, of the Eligible Inventory, Eligible In-Transit

Inventory and Eligible Warehoused Inventory or which reflect such other factors as affect the realizable value of such applicable Inventory.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) any Acquisition, or (d) any other investment of money or capital in order to obtain a profitable return. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Banker" has the meaning specified in Section 6.26.

"Investment Grade Account Debtor" means an account debtor that, at the time of determination, has a corporate credit rating and/or family rating, as applicable, of BBB- or higher by S&P or Baa3 or higher by Moody's.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the L/C Issuer for use.

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, the L/C Fee Letter, the Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and any other document, agreement and instrument entered into (or to be entered into) by, among or between the L/C Issuer (including a Canadian Underlying Issuer), the Administrative Agent and a Borrower (or any Subsidiary) or in favor of the Administrative Agent or L/C Issuer (including a Canadian Underlying Issuer) and relating to any such Letter of Credit.

"Joinder Agreement" means an agreement, substantially in the form attached hereto as Exhibit F, pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Administrative Agent may determine.

"Judgment Currency" has the meaning specified in Section 10.27.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof, or the renewal thereof.

"L/C Fee Letter" means that certain WFCF Fee Letter (Letters of Credit), dated as of the Closing Date, as amended from time to time, among Borrowers and Wells Fargo Bank, as L/C Issuer, in form and substance reasonably satisfactory to Wells Fargo Bank.

"L/C Issuer" means (a) Wells Fargo Bank in its capacity as issuer of U.S. Letters of Credit hereunder, or any successor issuer of U.S. Letters of Credit hereunder (which successor may only be a U.S. Revolving Lender selected by the Administrative Agent in its discretion), (b) Wells Fargo Canada, including, to the extent applicable, represented by or acting for, through or on behalf of a Canadian Underlying Issuer, in its capacity as issuer of Canadian Letters of Credit hereunder, or any successor issuer of Canadian Letters of Credit hereunder (which successor may only be a Canadian Revolving Lender selected by the Administrative Agent in its discretion), and (c) any other Revolving Lender selected by the

Lead Borrower in its discretion with the consent of the Administrative Agent and such Revolving Lender. The L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of the L/C Issuer and/or for such Affiliate or branch to act as an advising, transferring, confirming and/or nominated bank in connection with the issuance or administration of any such Letter of Credit, in which case the term "L/C Issuer" shall include any such Affiliate or branch with respect to Letters of Credit issued by such Affiliate or branch.

"L/C Obligations" means U.S. L/C Obligations and/or Canadian L/C Obligations as the context requires.

"Laws" means each international, foreign, federal, state, provincial, territorial, municipal, and local statute, treaty, rule, guideline, regulation, ordinance, code and administrative or judicial precedent or authority, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and each applicable administrative order, directed duty, request, license, authorization and permit of, and agreement with, any Governmental Authority, in each case whether or not having the force of law.

"Lead Arranger" means Wells Fargo Bank, in its capacity as sole lead arranger hereunder.

"Lead Borrower" has the meaning assigned to such term in the preamble of this Agreement.

"Lease" means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

"Lender Group Consultant" has the meaning specified in Section 6.27.

"Lender Insurance" has the meaning specified therefor in Section 6.07.

"Lender Professional Fees" means all reasonable and documented fees, costs, charges, disbursements and expenses of counsel, financial advisors, consultants (including any Lender Group Consultant), appraisers, field examiners and other professionals and advisors retained by or on behalf of any Agent, any Lender, any L/C Issuer or any other Credit Party, or any "Credit Party" under (and as defined in) the Prepetition Credit Agreement, in each case whether payable under this Agreement, the other Loan Documents, the Prepetition Credit Agreement or the Orders (including any such amounts payable as adequate protection or otherwise pursuant to the Orders), and including any such amounts constituting Credit Party Expenses.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Lead Borrower and the Administrative Agent. A Lender may designate a different Lending Office with respect to its Canadian Revolving Commitment and its U.S. Commitment.

"Letter of Credit" means each Standby Letter of Credit and each Commercial Letter of Credit issued hereunder by the L/C Issuer. Without limiting the foregoing, all Existing Letters of Credit shall be deemed to have been issued hereunder and shall for all purposes be deemed to be "Letters of Credit" hereunder.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Disbursement" means a payment made by the L/C Issuer pursuant to a Letter of Credit.

"Letter of Credit Expiration Date" means the day that is the earlier of (i) seven days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day) and (ii) the last day of the Availability Period.

"Letter of Credit Fee" has the meaning specified in Section 2.03(l).

"Letter of Credit Indemnified Costs" has the meaning specified in Section 2.03(f).

"Letter of Credit Related Person" has the meaning specified in Section 2.03(f).

"Letter of Credit Sublimit" means an amount equal to $20,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments. A permanent reduction of the Aggregate Revolving Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Revolving Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Lead Borrower's option, less than) the Aggregate Revolving Commitments.

"Lien" means (a) any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing) and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or "going out of business", "store closing" or other similarly themed sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Loan" means a Canadian Loan and/or a U.S. Loan as the context requires.

"Loan Account" has the meaning assigned to such term in Section 2.11(a).

"Loan Documents" means this Agreement, each Note, each Issuer Document, the Fee Letters, all Borrowing Base Certificates, all Compliance Certificates, the Blocked Account Agreements, the Credit Card Notifications, the Security Documents, the Intercreditor Agreement, the Acknowledgment and Consent of Intercreditor Agreement, the Hong Kong Subordination Agreement, the Mithaq Subordination Agreement, the Post-Closing Letter, each Request for Credit Extension, the Confirmation Agreement, each Facility Guaranty, the Information Certificate, and any other instrument, document, certificate or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction

arising out of any Cash Management Services and Bank Products provided by a Lender or any of its Affiliates or branches, each as amended and in effect from time to time.

"Loan Parties" means, collectively, the Borrowers and each Guarantor.

"Loan Party Advisor" and "Loan Party Advisors" have the meanings specified in Section 6.26.

"Margin Stock" is as defined in Regulation U of the FRB as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Loan Parties and their Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material impairment of the rights and remedies of the Agents or the Lenders under any Loan Document or a material adverse effect on (i) the Collateral, (ii) the validity, perfection or priority of any Lien granted by any Loan Party in favor of any Agent on any material portion of the Collateral, or (iii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect. Notwithstanding the foregoing, the filing of the Cases, any defaults under prepetition agreements that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, any events disclosed in any first day pleadings or declarations filed in connection with the Cases on the Petition Date, and the events specifically described in the Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Motions, filed with the Bankruptcy Court on or about the Petition Date, obtaining the Canadian Interim Stay Order, commencing the Recognition Proceedings and the events specifically described in the Affidavit of Rudolph Morando filed in support of the Canadian Interim Stay Order, the Canadian Initial Recognition Order and the Canadian Supplemental Order (collectively, the "Events and Circumstances") will, individually and collectively, not be deemed to have a Material Adverse Effect.

"Material Contract" means, with respect to any Person, each contract (including any Franchise Agreements and Intellectual Property licensing agreements) to which such Person is a party, the termination or breach of which would be reasonably likely to result in a Material Adverse Effect, but excluding the Term Documents.

"Material Indebtedness" means (a) the Term Obligations (it being understood that the Term Obligations shall be deemed to be "Material Indebtedness" until the Discharge of Term Obligations), (b) all Indebtedness under the Mithaq Subordinated Notes, and (c) any other Indebtedness (other than the Obligations and any Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness") of the Loan Parties in an aggregate principal amount exceeding $1,500,000. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof. For the avoidance of doubt, no obligations secured by or payable in respect of the CCAA Priority Charges or any other charge granted by the Canadian Court in the Recognition Proceedings shall constitute Material Indebtedness.

"Material Intellectual Property" means Intellectual Property that is exclusively owned by a Loan Party and material to the conduct of business of the Loan Parties, taken as a whole (which, for the avoidance of doubt, does not include Immaterial Intellectual Property).

"Maturity Date" means the earliest of (a) January 29, 2027, (b) the effective date of a Chapter 11 plan of reorganization in any of the Cases, and (c) the closing of a sale of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, or otherwise, (d) the date that is thirty (30) days after the Petition Date if the Final Order Entry Date has not occurred on or prior to such date, and (e) the date of dismissing any of the Cases or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code.

"Maximum Rate" has the meaning provided therefor in Section 10.09.

"Milestone" and "Milestones" have the meanings specified in Section 6.23.

"Mithaq" means Mithaq Capital SPC, a Cayman segregated portfolio company.

"Mithaq Commitment Letter" means that certain Commitment Letter, dated as of May 2, 2024, as amended by that certain Amendment No. 1 to Commitment Letter dated as of September 10, 2024 between Mithaq and the Lead Borrower, Amendment No. 2 to Commitment Letter dated as of September 4, 2025 between Mithaq and the Lead Borrower, and Amendment No. 3 to Commitment Letter dated as of December 16, 2025 between Mithaq and the Lead Borrower, and as may be further amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement.

"Mithaq Subordinated Notes" means, collectively, (i) the First Mithaq Subordinated Note, (ii) the Second Mithaq Subordinated Note, (iii) the Third Mithaq Subordinated Note, (iv) the Fourth Mithaq Subordinated Note and (v) the Mithaq Commitment Letter and any promissory notes or similar instruments entered into after December 16, 2025 pursuant to the Mithaq Commitment Letter as in effect on September 24, 2026, so long as (A) the terms of such future Subordinated Indebtedness referred to in the previous clause (v) are no less favorable than the Mithaq Subordinated Notes outstanding on the date of the incurrence of such subordinated debt and (B) such further Subordinated Indebtedness referred to in the previous clause (v) is subject to the Mithaq Subordination Agreement or another subordination agreement in form and substance satisfactory to the Administrative Agent.

"Mithaq Subordination Agreement" means that certain Second Amended and Restated Subordination Agreement, dated as of December 16, 2025, by and among Mithaq, the Administrative Agent, the Term Agent and the Loan Parties (as amended by that certain First Amendment to Second Amended and Restated Subordination Agreement, dated as of September 24, 2026, and as may be further amended, restated, supplemented or otherwise modified from time to time).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means the Mortgage on the Alabama Property by Services Company in favor of the Collateral Agent for the benefit of the Lenders party to this Agreement.

"Mortgage Policy" means a fully paid American Land Title Association Lender's Extended Coverage title insurance policy or marked-up title insurance commitments having the effect of a policy of title insurance in form and substance, with the endorsements reasonably required by the Administrative Agent (to the extent available at commercially reasonable rates) and in amounts reasonably acceptable to the Administrative Agent, issued, coinsured and reinsured (to the extent required by the Administrative Agent) by title insurers reasonably acceptable to the Administrative Agent, insuring the applicable Mortgage to be valid first and subsisting Liens on the property or leasehold interests described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only (i) DIP Term Loan Liens, (ii) Prepetition Permitted Senior Liens, and (iii)

Permitted Encumbrances having priority over the Lien of the Collateral Agent under applicable Law or otherwise reasonably acceptable to the Administrative Agent.

"Mortgaged Property" has the meaning set forth in the Mortgage.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Lead Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Net Proceeds" means:

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of any Loan Party or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset by a Lien permitted hereunder which is senior to the Collateral Agent's Lien on such asset and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such transaction (other than Indebtedness under the Loan Documents and the Term Documents), (B) to the extent such cash proceeds are received from a Disposition of, or an Extraordinary Receipt received or paid to the account of, Term Priority Collateral, so long as the Discharge of Term Obligations has not occurred, the principal amount, premium or penalty, if any, interest and other Term Obligations, in each case, which are required to be repaid or cash collateralized with any such proceeds, and (C) the reasonable and customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by any Loan Party to third parties (other than Affiliates); and

(b) with respect to the sale or issuance of any Equity Interest by any Loan Party or any of its Subsidiaries, or the incurrence or issuance of any Indebtedness by any Loan Party or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Loan Party or such Subsidiary in connection therewith.

"New Headquarters Lease" means that certain Lease Agreement, dated as of March 11, 2009, by and between Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), as the landlord, and Services Company, as the tenant, for the leased premises located at 500 Plaza Drive, Secaucus, New Jersey (as modified pursuant to the terms of the New Headquarters Lease Side Letter and New Headquarters Sixth Modification Agreement).

"New Headquarters Lease Guaranty" means that certain Guaranty, dated as of March 11, 2009, made by the Lead Borrower in favor of Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.) (as modified pursuant to the terms of the New Headquarters Lease Side Letter and the New Headquarters Sixth Modification Agreement), pursuant to which the Lead Borrower guarantees the payment and performance of all obligations of Services Company under the New Headquarters Lease, in the form attached hereto as Schedule 1.04.

"New Headquarters Lease Side Letter" means that certain letter agreement, dated as of March 11, 2009, by and among the Lead Borrower, Services Company and Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), in the form attached hereto as Schedule 1.05.

"New Headquarters Sixth Modification Agreement" means that certain agreement, dated as of January 23, 2024, by and among Services Company and Hancock S-REIT SECA LLC.

"NOLV" means, with respect to Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory, the appraised orderly liquidation value of such Inventory (expressed as a percentage of the Cost of such Inventory as set forth in the inventory stock ledger of the Lead Borrower or the Canadian Borrowers, as applicable), net of costs and expenses to be incurred in connection with any such liquidation, which value shall be determined from time to time, subject to the last sentence of Section 6.10(b), by the most recent reasonably acceptable appraisal undertaken by an independent appraiser engaged by the Administrative Agent.

"Non-Consenting Lender" has the meaning provided therefor in Section 10.01.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Note" means a promissory note made by the Borrowers in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit C.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means (a) all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including guarantee obligations, payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs, expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, costs, expenses and indemnities are allowed claims in such proceeding, and (b) any Other Liabilities; provided that the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Orders" means, collectively, the Interim Order and the Final Order, or either of them individually, as the context may require.

"Organization Documents" means, (a) with respect to any corporation, or other body corporate, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting

trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

"Other Liabilities" means any obligation on account of (i) any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries and/or (ii) any transaction with any Lender or any of their respective Affiliates or branches, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except such taxes imposed with respect to an assignment (other than an assignment pursuant to Section 10.13) as a result of a recipient's present or former connection with the jurisdiction imposing such tax.

"Outstanding Amount" means (i) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans occurring on such date and (ii) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date.

"Overadvance" means a Revolving Credit Extension to the extent that, immediately after its having been made:

(a) as regards the U.S. Borrowers, such Revolving Credit Extension results in the U.S. Total Revolving Outstandings exceeding the lesser of the Revolving Credit Ceiling or the U.S. Revolving Borrowing Base at such time;

(b) as regards the Canadian Borrowers, such Revolving Credit Extension results in the Canadian Total Revolving Outstandings exceeding the lesser of the Canadian Revolving Credit Ceiling or the Canadian Revolving Borrowing Base at such time; or

(c) as regards any Borrower, such Revolving Credit Extension results in the Total Revolving Outstandings exceeding the Revolving Loan Cap at such time.

"Participant" has the meaning specified in Section 10.06(d).

"Patriot Act" has the meaning specified in Section 5.27.

"Payment Recipient" has the meaning provided in Section 9.17.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PCAOB" means the Public Company Accounting Oversight Board.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Borrower or any ERISA Affiliate or to which any Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described

in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Disposition" means any of the following:

(a) Dispositions of Inventory in the ordinary course of business (provided that the foregoing shall not include bulk or "going out of business" sales of Inventory);

(b) Dispositions pursuant to (i) the Specified Store Closing Sales and (ii) the Permitted Sale, in each case in accordance with the Specified Liquidation Agreement and/or the Purchase Agreement (as applicable), the Approved Budget (subject to the Permitted Variance), the Milestones, the Orders and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders; provided that, other than in accordance with Section 7.12, no Stores may be removed from the Specified Liquidation Agreement and the Specified Store Closing Sales, in each case, without the reasonable consent of the Administrative Agent; provided further that no FF&E (as defined in the Specified Liquidation Agreement) may be Disposed of without the reasonable consent of the Administrative Agent;

(c) (i) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Subsidiaries in the ordinary course of business, (ii) exclusive licenses (within a specific and defined field of use) of Intellectual Property within the United States or Canada in connection with wholesale arrangements (but not, for the avoidance of doubt, in connection with retail store or e-commerce operations), (iii) exclusive licenses (within a specific and defined field of use) of Intellectual Property in jurisdictions outside of the United States and Canada for the use of such Intellectual Property, in each case of the preceding clauses (i), (ii) and (iii), on an arm's length basis in the ordinary course of business and on terms and conditions that do not restrict the Agents' right to utilize and/or dispose of such Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof, (iv) licenses set forth on Schedule 5.17(b) hereto, (v) Franchise Agreements set forth on Schedule 5.17(b) hereto, and (vi) the Zeavion License, in each case of the preceding clauses (i) through (vi), as in effect on the Petition Date;

(d) licenses for the conduct of licensed departments within the Loan Parties' Stores in the ordinary course of business, in each case, as in effect on the Petition Date; provided that, if requested by the Agents, the Agents shall have entered into an intercreditor agreement with the Person operating such licensed department on terms and conditions reasonably satisfactory to the Agents;

(e) Dispositions of Equipment in the ordinary course of business that is substantially worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Subsidiary and is not replaced with similar property having at least equivalent value;

(f) sales, transfers and Dispositions among the Loan Parties or by any Subsidiary to a Loan Party other than any such sales, transfers or Dispositions from any U.S. Loan Party to any Canadian Loan Party (unless such sale, transfer or Disposition is being effected to consummate a substantially concurrent sale, transfer or Disposition otherwise permitted hereunder);

(g) sales, transfers and Dispositions of or by any Subsidiary which is not a Loan Party to another Subsidiary that is not a Loan Party; and

(h) the abandonment, cancellation or lapse of or similar action or non-action that results in the failure to preserve, renew, maintain or register any Immaterial Intellectual Property of any Loan Party or any of its Subsidiaries.

Notwithstanding anything to the contrary contained in this definition:

(A) except as provided in clauses (b)(ii), (c)(i), (c)(iii), (c)(iv), (d) and (h) above, no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement;

(B) no other asset included in the determination of the Borrowing Base or Term Borrowing Base (other than Dispositions described in clause (a) above) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party in compliance with this definition above unless (x) before and after giving effect to any such Disposition, at least three (3) Business Days prior to the consummation of such Disposition, the Lead Borrower shall have delivered to the Administrative Agent an updated Borrowing Base Certificate excluding the assets subject to such Disposition from the calculations thereunder, and (y) to the extent an Overadvance would result from such exclusion, then, without limiting the Loan Parties' obligations under Section 2.05(f), upon the consummation of such Disposition, the Borrowers shall prepay the Loans and Cash Collateralize the L/C Obligations in an amount sufficient to eliminate such Overadvance; and

(C) no inventory, equipment, fixtures or furniture shall be the subject of any transfer, sale or disposition through a third-party ecommerce platform (including, without limitation, Amazon.com or an equivalent platform) outside the ordinary course of business, not consistent with past practice and at a discount, without the consent of the Administrative Agent.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by applicable Law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04;

(c) Pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by ERISA or by applicable Law relating to Canadian Pension Plans;

(d) Liens or deposits to secure the performance of bids, trade contracts and leases (other than obligations for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder;

(f) Easements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of a Loan Party and such other minor title defects or survey matters that are disclosed by current surveys that, in each case, do not materially interfere with the current use of the real property;

(g) Liens existing on the Closing Date and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is otherwise permitted hereunder;

(h) Liens on fixed or capital assets acquired by any Loan Party which are permitted under clause (d) of the definition of Permitted Indebtedness so long as (i) the Indebtedness secured thereby does not exceed the cost of acquisition of such fixed or capital assets and (ii) such Liens shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favor of (i) the Collateral Agent securing the Obligations and (ii) Wells Fargo Bank, in its capacity as collateral agent under the Prepetition Credit Agreement securing the Prepetition Obligations;

(j) Landlords' and lessors' Liens in respect of rent not in default;

(k) Possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Closing Date and Permitted Investments, provided that such liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens arising solely by virtue of any statutory or common law provisions relating to banker's liens, liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(m) Liens arising from precautionary UCC or PPSA filings regarding "true" operating leases;

(n) Liens granted in the ordinary course of business solely on the unearned portion of insurance premiums, which Liens secure the financing of insurance premiums to the extent such financing is permitted under clause (k) of the definition of Permitted Indebtedness;

(o) Liens referred to in Schedule B of the Mortgage Policy insuring the Mortgage;

(p) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) (A) that are being contested

in good faith by appropriate proceedings, (B) the applicable Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) the DIP Term Loan Liens;

(r) [reserved];

(s) (i) the Zeavion License and (ii) licenses of Intellectual Property permitted under clause (c) of the definition of "Permitted Disposition";

(t) the Prepetition Permitted Prior Liens (as defined in the Orders); and

(u) the CCAA Priority Charges.

Notwithstanding anything to the contrary, except as provided in any one or more of clauses (i), (q), (t), and (u) above, the term "Permitted Encumbrances" shall not include any Lien securing obligations for borrowed money.

"Permitted Holders" means the Persons set forth on Schedule 1.02 annexed hereto.

"Permitted Indebtedness" means:

(a) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03;

(b) (i) Indebtedness of any Loan Party to any other Loan Party; provided that such Indebtedness shall (A) be evidenced by such documentation as the Administrative Agent may reasonably require, (B) constitute "Collateral" under this Agreement and the Security Documents, (C) be on terms (including subordination terms) reasonably acceptable to the Administrative Agent, and (D) be otherwise permitted pursuant to Section 7.03, and (ii) Indebtedness of a Subsidiary or Affiliate of a Loan Party that is not a Loan Party to another Subsidiary or Affiliate of a Loan Party that is not a Loan Party;

(c) [reserved];

(d) [reserved];

(e) [reserved];

(f) Subordinated Indebtedness (including, without limitation, Indebtedness under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) outstanding as of the Petition Date so long as such Indebtedness is at all times subject to the subordination agreement applicable thereto;

(g) the Prepetition Senior Debt;

(h) the Obligations;

(i) Indebtedness of the Loan Parties incurred under the DIP Term Loan Documents in an aggregate principal amount (when taken together with Indebtedness of the Loan Parties incurred

under the Prepetition Term Credit Agreement outstanding as of the Closing Date) not to exceed the Maximum Term Loan Facility Amount (as defined in the Intercreditor Agreement);

(j) [reserved];

(k) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries in the ordinary course of the Loan Parties' business, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(l) the New Headquarters Lease Guaranty; and

(m) all obligations and liabilities of any Loan Party secured by, or otherwise payable in respect of, the CCAA Priority Charges.

"Permitted Investments" means:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States or Canadian government is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States or under the laws of Canada or any province thereof and, in each case, (i) rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, and (ii) with maturities of not more than 180 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit, guaranteed investment certificates or bankers' acceptances of, any commercial bank that (i) (A) is a Lender, (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, or (C) is organized under the federal laws of Canada, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(e) Investments, classified in accordance with GAAP as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, or similar applicable Law in Canada which are administered by financial institutions that have the highest rating obtainable from either

Moody's or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (d) above;

(f) Investments existing on the Closing Date, and set forth on Schedule 7.02, but not any increase in the amount thereof or any other modification of the terms thereof;

(g) (i) Investments by any Loan Party and its Subsidiaries in their respective Subsidiaries outstanding on the Closing Date, and (ii) additional Investments by any Loan Party and its Subsidiaries in any other Loan Party; provided that such Investments made by any U.S. Loan Party in any Canadian Loan Party shall be made only in the ordinary course of business consistent with the past practices of the Loan Parties;

(h) [reserved];

(i) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness;

(j) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(k) Guarantees constituting Permitted Indebtedness; and

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

provided, however, that notwithstanding the foregoing, no such Investments specified in clauses (a) through (e) shall be permitted unless such Investments are pledged to the Collateral Agent as additional Collateral for the Obligations pursuant to such agreements as may be reasonably required by the Collateral Agent.

Notwithstanding anything to the contrary contained in this definition, (A) no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any Investment in any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any Investment to any non-Loan Party without the Administrative Agent's prior consent.

"Permitted Overadvance" means an Overadvance made by the Administrative Agent (including through Wells Fargo Canada as regards the Canadian Loan Parties), in its discretion, which:

(a) Is made (i) to maintain, protect or preserve the Collateral and/or the Credit Parties' rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or (ii) to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation; or (iii) to pay any other amount chargeable to any Loan Party hereunder; and

(b) Together with all other Permitted Overadvances then outstanding, shall not (i) exceed ten percent (10%) of (A) the Revolving Credit Ceiling as regards U.S. Loan Parties and (B) the Canadian Revolving Credit Ceiling as regards Canadian Loan Parties at any time or (ii) unless

a Liquidation is occurring, remain outstanding for more than forty-five (45) consecutive Business Days, unless in each case, the Required Lenders otherwise agree;

provided however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations with respect to Letters of Credit or Section 2.04 regarding the Revolving Lenders' obligations with respect to Swing Line Loans, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for Unintentional Overadvances and such Unintentional Overadvances shall not reduce the amount of Permitted Overadvances allowed hereunder; provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Revolving Credit Extensions would exceed the Aggregate Revolving Commitments (as in effect prior to any termination of the Aggregate Revolving Commitments pursuant to Section 2.06 or Section 8.02 hereof).

"Permitted Sale" means (a) the sale of all or substantially all of the Loan Parties' business assets pursuant to the Purchase Agreement or another similar sale as approved by the Bankruptcy Court and the Administrative Agent; provided that any sale pursuant to the Purchase Agreement or as otherwise approved by the Bankruptcy Court and the Administrative Agent shall either (x) be for cash consideration to be paid at the closing of such sale in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations and shall not be subject to any financing contingencies, or (y) be consented to in writing by the Administrative Agent, or (b) a transaction or transactions on terms and conditions acceptable to the Administrative Agent combining the sale of all or substantially all of the Loan Parties' Inventory and equipment and the permanent closing of all or a portion of the Loan Parties' Stores and the sale of all Collateral of the Loan Parties located therein through the retention by the Loan Parties of one or more Approved Liquidators, as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code, which transaction shall be (x) in the form of an "equity bid" including a payment at closing in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations or (y) consented to in writing by the Administrative Agent. In the case of clauses (a) and (b) above, all of the Net Proceeds of such Permitted Sale (in an amount equal to the outstanding balance of the Obligations and the Prepetition Obligations) shall be paid to the Administrative Agent for application in accordance with the terms and conditions of this Agreement and the Orders.

"Permitted Variance" means the variances from the Approved Budget not prohibited under Section 7.20(a).

"Person" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Petition Date" has the meaning specified in the recitals hereto.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate, other than a Multiemployer Plan.

"Platform" has the meaning specified in Section 6.02.

"Portal" has the meaning specified in Section 2.02.

"Post-Closing Letter" means that certain letter agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent.

"PPSA" means the Personal Property Security Act (Ontario), including the regulations and minister's orders made pursuant thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, "PPSA" means the Personal Property Security Act or such other applicable legislation (including the Civil Code of Quebec and the regulations thereunder) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of a Loan Party constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral);

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation, expropriation or similar proceeding of, any property or asset of a Loan Party constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral), except to the extent any portion of the proceeds therefrom is required to be paid to the holder of a Lien on such property or asset having priority over the Lien of the Collateral Agent in accordance with the Orders and Canadian Recognition Orders (in which event, solely such portion shall be excluded pursuant to this clause (b));

(c) the issuance by a Loan Party of any Equity Interests, other than any such issuance of Equity Interests (i) to a Loan Party or (ii) as a compensatory issuance to any employee, director, or consultant (including under any option plan);

(d) the incurrence by a Loan Party of any Indebtedness for borrowed money other than Permitted Indebtedness; or

(e) the receipt by any Loan Party of any Extraordinary Receipts constituting ABL Priority Collateral (or, after the Discharge of Term Obligations, any Collateral).

"Prepetition Canadian Revolving Loans" means the aggregate amount of outstanding "Canadian Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Canadian Total Revolving Outstandings" means the Canadian Total Revolving Outstandings (as defined in the Prepetition Credit Agreement).

"Prepetition Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 9, 2019 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Wells Fargo Bank, as administrative agent, collateral agent, L/C issuer and swing line lender.

"Prepetition Facility" means the credit facility advanced under the Prepetition Credit Agreement and the other "Loan Documents" as defined therein.

"Prepetition Obligations" means the "Obligations" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Permitted Senior Liens" means the Liens granted pursuant to the Orders (including the Adequate Protection Liens (as defined in the Orders)) and the Canadian Interim DIP Recognition Order and Canadian Final DIP Recognition Order, in all cases, granted to the Administrative Agent, the Collateral Agent and the Term Agent, in their capacities as such under the Prepetition Credit Agreement and the Prepetition Term Credit Agreement, respectively, in each case subject to the priorities set forth in the Orders, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order and the Intercreditor Agreement.

"Prepetition Revolving Loans" means the aggregate amount of outstanding "Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Senior Debt" means the Indebtedness under (a) the Prepetition Credit Agreement and (b) the Prepetition Term Credit Agreement, in each case, subject to the terms of the Intercreditor Agreement.

"Prepetition Term Credit Agreement" means that certain Term Loan Credit Agreement, dated as of December 16, 2025 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Crystal Financial LLC d/b/a SLR Credit Solutions, as administrative agent and collateral agent.

"Prepetition Term Loan Documents" means the "Loan Documents" as such term is defined in the Prepetition Term Credit Agreement.

"Prepetition Term Obligations" means the "Obligations" as such term is defined in the Prepetition Term Credit Agreement.

"Prepetition Total Revolving Outstandings" means the sum of (a) the Prepetition U.S. Total Revolving Outstandings and (b) the Prepetition Canadian Total Revolving Outstandings.

"Prepetition U.S. Revolving Loans" means the aggregate amount of outstanding "U.S. Revolving Loans" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition U.S. Total Revolving Outstandings" means the U.S. Total Revolving Outstandings (as defined in the Prepetition Credit Agreement).

"Prior Week" means, as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Professional Fee Escrow Account" means a segregated non-interest bearing account established by the Debtors, into which the proceeds of Committed Loans made pursuant to Section 2.16(a) are deposited and held in accordance with the Orders and the Canadian Recognition Orders, the funds in which shall be held in escrow solely for the benefit of the Case Professionals.

"Provider" has the meaning specified in Section 9.16.

"PTO" means the United States Patent and Trademark Office.

"Purchase Agreement" shall mean (i) the Stalking Horse Purchase Agreement or (ii) such other purchase agreement with respect to the Permitted Sale to be entered into by and among the Loan Parties and such other bidder selected in accordance with the Bid Procedures, as applicable, on terms and conditions

acceptable to the Administrative Agent (in its reasonable discretion), as amended and restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified in Section 10.28.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Quebec Deeds of Hypothec" means that certain (a) deed of hypothec, dated as of the Canadian Interim Order Date, between Children's Place Canada and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties) and (b) deed of hypothec, dated as of the Canadian Interim Order Date, between TCP Investment Canada II Corp. and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties).

"Real Estate" means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Receivables Reserves" means such Reserves as may be established from time to time by the Administrative Agent in its reasonable discretion with respect to the determination of the collectability in the ordinary course of Eligible Trade Receivables, including, without limitation, on account of dilution.

"Recognition Proceedings" has the meaning set forth in the recitals.

"Register" has the meaning specified in Section 10.06(c).

"Related Intellectual Property" means Intellectual Property of any Loan Party that the Administrative Agent determines in its reasonable discretion is necessary to permit any Agent to enforce its rights and remedies under the Loan Documents with respect to the Collateral or the disposition of which would otherwise adversely affect the NOLV of the Inventory of the Loan Parties.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, consultants and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means (a) with respect to SOFR, the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto, and (b) with respect to CORRA, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Remedies Notice Period" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Reports" has the meaning provided in Section 9.11(b).

"Request for Credit Extension" means (a) with respect to a Committed Borrowing, conversion or continuation of Committed Loans, an electronic notice via the Portal or Fixed Rate Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and, if required by the L/C Issuer, a Standby Letter of Credit Agreement or Commercial Letter of Credit Agreement, as applicable, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required Lenders" means, as of any date of determination, Revolving Lenders holding 50.1% or more of the Aggregate Revolving Commitments, or, if the Aggregate Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Revolving Lenders holding in the aggregate 50.1% or more of the Total Revolving Outstandings (with the aggregate amount of each Revolving Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Lender for purposes of this definition); provided that (i) the Revolving Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders, and (ii) at any time there are two (2) or more Revolving Lenders (who are not Affiliates of one another or Defaulting Lenders), "Required Lenders" must include at least two (2) Revolving Lenders (who are not Affiliates of one another).

"Required Supermajority Lenders" means, as of any date of determination, Lenders holding 66.6% or more of the sum of the Aggregate Revolving Commitments, or, if the Aggregate Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate 66.6% or more of the Total Revolving Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition); provided that (i) the Revolving Commitment of, and the portion of the Total Revolving Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Supermajority Lenders, and (ii) at any time there are two (2) or more Lenders (who are not Affiliates of one another or Defaulting Lenders), "Required Supermajority Lenders" must include at least two (2) Lenders (who are not Affiliates of one another).

"Reserves" means all Inventory Reserves, Availability Reserves (including the Tariff Refund Reserve) and Receivables Reserves.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, chief restructuring officer, chief financial officer or treasurer of a Loan Party or any of the other individuals designated in writing (which writing may be an authorizing resolution duly entered into in connection herewith) to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder, including, with respect to the Portal, any person authorized and authenticated through the Portal in accordance with the Administrative Agent's procedures for such authentication. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right to acquire any such dividend or other distribution or payment. Without limiting the foregoing, "Restricted Payments" with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

"Revolving Commitment" means a Canadian Revolving Commitment and/or a U.S. Revolving Commitment, as the context requires.

"Revolving Credit Ceiling" means $166,000,000, as such amount may be modified in accordance with the terms of this Agreement.

"Revolving Credit Extensions" mean each of the following: (a) a Committed Borrowing, (b) a Swing Line Borrowing, and (c) an L/C Credit Extension.

"Revolving Lender" means each U.S. Revolving Lender and each Canadian Revolving Lender.

"Revolving Loan" means a U.S. Revolving Loan and/or a Canadian Revolving Loan, as the context requires.

"Revolving Loan Cap" means, at any time of determination, the lesser of (a) the Aggregate Revolving Commitments and (b) the Aggregate Revolving Borrowing Base.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC or the Government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority (including the Government of Canada), (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the Government of Canada, (c) the United Nations Security Council, (d) the European Union or any European Union member state, (e) His Majesty's Treasury of the United Kingdom, or (f) any other Governmental

Authority with jurisdiction over any Credit Party or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Second Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of April 16, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Security Agreement" means the Senior Secured Superpriority Debtor-in-Possession Security Agreement dated as of the Closing Date among the Loan Parties and the Collateral Agent.

"Security Documents" means the Security Agreement, the Mortgage, the Intellectual Property Security Agreements, the Blocked Account Agreements, the Credit Card Notifications, the Canadian Security Agreement, the Quebec Deeds of Hypothec, the Hong Kong Share Pledge and each other security agreement, deed of hypothec or other instrument or document executed and delivered to the Collateral Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

"Services Company" means The Children's Place Services Company, LLC, a Delaware limited liability company.

"Settlement Date" has the meaning provided in Section 2.14(a).

"Shareholders' Equity" means, as of any date of determination, Consolidated shareholders' equity of the Lead Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

"Shrink" means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Committed Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (a)(ii) of the definition of "Base Rate").

"Specified Account Debtors" means the account debtors set forth on Schedule 1.06.

"Specified Liquidation Agreement" means that certain Consulting Agreement, dated as of November 3, 2026, by and between the Lead Borrower and the Approved Liquidator, which, among other things, provides for the Specified Store Closing Sales on terms satisfactory to the Administrative Agent (and the Administrative Agent hereby acknowledges such terms with respect to the Specified Store Closing Sales as being conducted as of the date hereof are satisfactory as of the Closing Date), together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been

approved by the Administrative Agent), as amended, supplemented or otherwise modified in accordance with this Agreement.

"Specified Store Closing Sales" means the closure of, and liquidation of Inventory and Equipment located at all Stores existing as of the Petition Date, in each case by the Approved Liquidator pursuant to the Specified Liquidation Agreement, solely through in-store sales at such Stores (and not through Amazon or any other online marketplace or other off-site channel without the prior written consent of the Administrative Agent in its reasonable discretion or as provided in Section 7.12).

"Spot Rate" has the meaning given to such term in Section 1.07 hereof.

"Stalking Horse Bidder" has the meaning assigned to such term in the definition of "Stalking Horse Purchase Agreement."

"Stalking Horse Purchase Agreement" means an agreement between Lead Borrower and a buyer (the "Stalking Horse Bidder"), in form and substance satisfactory to the Administrative Agent, which provides for a Permitted Sale on terms satisfactory to the Administrative Agent, together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Standard Letter of Credit Practice" means, for the L/C Issuer, any domestic or foreign Law or letter of credit practices applicable in the city in which the L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such Laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP, UCP or eUCP, as chosen in the applicable Letter of Credit.

"Standby Letter of Credit" means any Letter of Credit that is not a Commercial Letter of Credit and that (a) is used in lieu or in support of performance guaranties or performance, surety or similar bonds (excluding appeal bonds) arising in the ordinary course of business, (b) is used in lieu or in support of stay or appeal bonds, (c) supports the payment of insurance premiums for reasonably necessary casualty insurance carried by any of the Loan Parties, or (d) supports payment or performance for identified purchases or exchanges of products or services in the ordinary course of business.

"Standby Letter of Credit Agreement" means the Standby Letter of Credit Agreement relating to the issuance of a Standby Letter of Credit in the form from time to time in use by the L/C Issuer.

"Stated Amount" means at any time the maximum amount for which a Letter of Credit may be honored.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

"Store Closures Motion" means a store closure motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving, among other things, the assumption by the Debtors of the Specified Liquidation Agreement.

"Subordinated Indebtedness" means Indebtedness (including, without limitation, Indebtedness arising under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) which is expressly

subordinated in right of payment to the prior payment in full of the Obligations and which is in form and on terms approved in writing by the Administrative Agent.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the shares or Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Superpriority Claim" means any administrative expense claim in the Case of any Debtor having priority over any and all administrative expenses, diminution claims and all other priority claims against the Debtors, subject only to the Carve Out and (solely in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada) the CCAA Priority Charges, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject only to and effective upon entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code.

"Supported QFC" has the meaning specified in Section 10.28.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swing Line" means the U.S. Swing Line and/or the Canadian Swing Line as the context requires.

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"Swing Line Lender" means the U.S. Swing Line Lender and/or the Canadian Swing Line Lender as the context requires.

"Swing Line Loan" means a U.S. Swing Line Loan and/or a Canadian Swing Line Loan as the context requires.

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.04(a), which, if in writing, shall be substantially in the form of Exhibit B.

"Swing Line Sublimit" means the U.S. Swing Line Sublimit and/or the Canadian Swing Line Sublimit as the context requires.

"Syndication Agent" means Wells Fargo Bank, in its capacity as syndication agent hereunder.

"Tariff Refund Assets" means all rights, claims, receivables, causes of action, choses in action, Accounts, payment intangibles, general intangibles and supporting obligations (each of the foregoing three terms as defined in the UCC or the PPSA, as applicable), tax refunds, customs-duty refunds, tariff refunds, duty drawbacks, protests, petitions, applications, administrative claims, judicial claims, books and records, entry documents, entry summaries, liquidation or reliquidation notices, rulings, correspondence, CBP portal records, CAPE records, payment instructions, and other rights and documents arising out of, relating to, or payable in respect of any customs duties, tariffs, fees, charges or similar amounts imposed, assessed, collected, refundable, credited or refunded by CBP or any other Governmental Authority, including any tariff or duty imposed under the International Emergency Economic Powers Act.

"Tariff Refund Proceeds" means all cash, Cash Equivalents, credits, payments, proceeds, purchase price, deferred purchase price, settlement amounts, judgments, awards, refunds, drawbacks, reimbursements, distributions or other consideration received by or on behalf of any Loan Party in respect of any Tariff Refund Asset, including proceeds of any sale, assignment, participation, factoring, financing, monetization, compromise, settlement, release, collection or other Disposition of any Tariff Refund Asset.

"Tariff Refund Report" has the meaning provided in Section 6.02(s).

"Tariff Refund Reserve" means an Availability Reserve established by the Administrative Agent in its reasonable discretion against the applicable Borrowing Base in an amount equal to the aggregate amount of all Tariff Refund Assets recognized, accrued, claimed or expected by any Loan Party.

"Tariff Reimbursement Claims" means all actual, asserted, threatened, contingent, disputed, unliquidated, unmatured, conditional, contractual, equitable, statutory, or other claims, demands, rights of reimbursement, rights of recoupment, rights of setoff, rebates, credits, refunds, price adjustments, chargebacks, deductions, allowances, or similar rights that any customer, account debtor, vendor, supplier, broker, purchaser, consignee, distributor, retailer, or other Person may have or assert against any Loan Party arising out of or relating to any customs duties, tariffs, fees, charges, or similar amounts that were charged to, reimbursed by, passed through to, included in pricing to, or otherwise borne directly or indirectly by such Person.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority in connection with any and all payments to be made by or on account of any obligation of the Borrowers hereunder or under any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

"TCP Board Letter Agreement" means that certain letter agreement, dated as of February 29, 2024, between the Lead Borrower and Mithaq.

"TCP Brands" means TCP Brands, LLC, a Delaware limited liability company.

"TCP Canada Inc." means TCP Canada Inc., a Nova Scotia company.

"TCP IH II, LLC" means TCP IH II, LLC, a Delaware limited liability company, the sole member of which is The Children's Place Canada Holdings, Inc.

"TCP International" means The Children's Place International, LLC, a Virginia limited liability company.

"TCP Investment Canada I Corp." means TCP Investment Canada I Corp., a Nova Scotia unlimited liability company, and the sole limited partner of Children's Place Canada.

"TCP Investment Canada II Corp." means TCP Investment Canada II Corp., a Nova Scotia unlimited liability company, the general partner of Children's Place Canada.

"TCP Worldwide" means TCP Worldwide Holdings Limited, a Hong Kong limited liability company.

"Term Agent" means (a) Crystal Financial LLC d/b/a SLR Credit Solutions, in its capacity as agent for the lenders under the Term Documents, and (b) any successor to Crystal Financial LLC d/b/a SLR Credit Solutions, by assignment or otherwise, to the extent a party to the Intercreditor Agreement.

"Term Aggregate Borrowing Base" means the "Term Aggregate Borrowing Base" as such term is defined in the DIP Term Credit Agreement.

"Term Borrowing Base" means the "Borrowing Base" as such term is defined in the DIP Term Credit Agreement.

"Term CORRA" means,

(a) for any calculation with respect to a CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day that is two (2) Business Days prior to the first day of such Interest Period (the "Term CORRA Determination Date"), as such rate is published by the Term CORRA Administrator; provided, however, that if as of 3:00 p.m. Toronto time on any Term CORRA Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Benchmark Rate Business Day is not more than three (3) Benchmark Rate Business Days prior to such Term CORRA Determination Date, and

(b) for any calculation with respect to a Canadian Base Rate Loan on any day, the Term CORRA Reference Rate for a tenor of one month on the applicable Term CORRA Determination Date, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 3:00 p.m. Toronto time on any Term CORRA Determination Date the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement

Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Benchmark Rate Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Benchmark Rate Business Day is not more than three (3) Benchmark Rate Business Days prior to such Term CORRA Determination Date.

"Term CORRA Adjustment" means, with respect to Term CORRA, for an Interest Period of a duration of (a) one-month, a percentage equal to 0.29547% per annum (29.547 basis points), and (b) three-months, 0.32138% per annum (32.138 basis points).

"Term CORRA Administrator" means any one of CanDeal Benchmark Administration Services Inc., TSX Inc. (or a successor administrator of the Term CORRA Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA.

"Term Documents" means, collectively, the Prepetition Term Loan Documents and the DIP Term Loan Documents.

"Term Loan Priority Accounts" means "Term Loan Priority Accounts" as such term is defined in the Intercreditor Agreement.

"Term Loan Pushdown Reserve" means the amount, as of any date of determination, equal to the difference, if a positive number, between (a) the Term Total Outstandings and (b) the Term Aggregate Borrowing Base.

"Term Obligations" means, collectively, the Prepetition Term Obligations and the DIP Term Obligations.

"Term Priority Collateral" means "Term Priority Collateral" as such term is defined in the Intercreditor Agreement.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the

Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Adjustment" means 0% per annum.

"Term Total Outstandings" means the "Total Outstandings" (as defined in the DIP Term Credit Agreement).

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) and the Aggregate Revolving Commitments are irrevocably terminated (or deemed terminated) in accordance with Article VIII, or (iii) the termination of the Aggregate Revolving Commitments in accordance with the provisions of Section 2.06(a) hereof.

"The Children's Place Canada Holdings, Inc." means The Children's Place Canada Holdings, Inc., a Delaware corporation, and a wholly owned Subsidiary of the Lead Borrower.

"Third Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of July 1, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all Revolving Loans and all L/C Obligations and (b) the Prepetition Total Revolving Outstandings.

"Trading with the Enemy Act" has the meaning set forth in Section 10.22.

"Transaction Fees" means any "success", "restructuring", "transaction" or similar fee payable to the Investment Banker or any other Loan Party Advisor.

"Type" means, with respect to a Committed Loan, its character as a Base Rate Loan, a Canadian Base Rate Loan, a SOFR Loan or a CORRA Loan.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the L/C Issuer for use.

"UFCA" has the meaning specified in Section 10.20(d).

"UFTA" has the meaning specified in Section 10.20(d).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"Unintentional Overadvance" means an Overadvance which, to the Administrative Agent's knowledge, did not constitute an Overadvance when made but which has become an Overadvance resulting from changed circumstances beyond the control of the Credit Parties, including, without limitation, a reduction in the NOLV or similar value of property or assets included in the Borrowing Base, increase in Reserves or misrepresentation by the Loan Parties.

"United States" and "U.S." mean the United States of America.

"USCO" means the United States Copyright Office.

"U.S. Borrowers" means, collectively, the Lead Borrower, Services Company, TCP Brands, TCP International and each other Domestic Subsidiary who shall from time to time enter into a Joinder Agreement as a U.S. Borrower.

"U.S. Commitment" means, as to each U.S. Lender, its U.S. Revolving Commitment.

"U.S. Committed Borrowing" means a borrowing consisting of simultaneous U.S. Committed Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the U.S. Revolving Lenders pursuant to Section 2.01.

"U.S. Committed Loan" has the meaning specified in Section 2.01(a).

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of

trading in United States government securities; provided, that for purposes of notice requirements in Section 2.02(b), such day is also a Business Day.

"U.S. L/C Obligations" means, as at any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding U.S. Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations resulting from drawings with respect to U.S. Letters of Credit which drawings remain unreimbursed or which have not been paid through a U.S. Loan. For purposes of computing the amounts available to be drawn under any U.S. Letter of Credit, the amount of such U.S. Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a U.S. Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any Rule under the ISP or any article of the UCP, such U.S. Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"U.S. Lender" means each U.S. Revolving Lender.

"U.S. Letter of Credit" means a Letter of Credit issued on behalf of any U.S. Loan Party or any of its Domestic Subsidiaries.

"U.S. Loan" means a U.S. Revolving Loan.

"U.S. Loan Party" means U.S. Borrowers and any other Loan Party that is a Domestic Subsidiary.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Revolving Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the U.S. Borrowers' Eligible Credit Card Receivables multiplied by ninety percent (90%);

plus

(b) the face amount of the U.S. Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by ninety percent (90%);

plus

(c) the Cost of the U.S. Borrowers' Eligible Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Inventory;

plus

(d) the Cost of the U.S. Borrowers' Eligible In-Transit Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) exceed 25% of the Revolving Loan Cap (calculated without giving effect to clause (b) of the definition of the Aggregate Revolving Borrowing Base) then in effect;

plus

(e) the Cost of the U.S. Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused

Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (g) exceed the lesser of (i) ten percent (10%) of the Revolving Loan Cap (calculated without giving effect to clause (b) of the definition of the Aggregate Revolving Borrowing Base) then in effect at such time, or (ii) $40,000,000;

minus

(f) the then amount of all Availability Reserves (including without limitation, the Carve Out Reserve).

"U.S. Revolving Commitment" means, as to each U.S. Revolving Lender, its obligation to (a) make U.S. Committed Loans to the U.S. Borrowers pursuant to Section 2.01, (b) purchase participations in U.S. L/C Obligations, and (c) purchase participations in U.S. Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such U.S. Revolving Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender becomes a party hereto, as applicable, as such amount may be reduced from time to time in accordance with this Agreement.

"U.S. Revolving Lender" means each Lender having a U.S. Revolving Commitment, and shall include the U.S. Swing Line Lender, and shall also include any other Person made a party to this Agreement as a U.S. Revolving Lender pursuant to the provisions of Section 10.06 of this Agreement; and "U.S. Revolving Lenders" means each of the Revolving Lenders with a U.S. Revolving Commitment or any one or more of them.

"U.S. Revolving Loan" means an extension of credit by a U.S. Revolving Lender to the U.S. Borrowers under Article II in the form of a Committed Loan or a Swing Line Loan.

"U.S. Special Resolution Regimes" has the meaning specified in Section 10.28.

"U.S. Swing Line" means the revolving credit facility made available by the U.S. Swing Line Lender pursuant to Section 2.04.

"U.S. Swing Line Lender" means Wells Fargo Bank, in its capacity as provider of U.S. Swing Line Loans, or any successor swing line lender hereunder.

"U.S. Swing Line Loan" has the meaning specified in Section 2.04(a).

"U.S. Swing Line Sublimit" means an amount equal to the lesser of (a) zero or (b) the U.S. Revolving Commitments. The U.S. Swing Line Sublimit is part of, and not in addition to, the U.S. Revolving Commitments.

"U.S. Total Revolving Outstandings" means the sum of (a) the aggregate Outstanding Amount of all U.S. Revolving Loans and all U.S. L/C Obligations and (b) the Prepetition U.S. Total Revolving Outstandings.

"Wells Fargo Bank" means Wells Fargo Bank, National Association, a national banking association.

"Wells Fargo Canada" means Wells Fargo Capital Finance Corporation Canada.

"Wind Down Carve Out Amount" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"Zeavion License" means, collectively, (a) that certain License and Assignment Agreement, dated as of July 15, 2016, by and among The Gymboree Corporation, Gym-Mark Inc. and Zeavion Holding PTE. LTD., and (b) the related License Agreement, dated as of November 15, 2022, by and among Gym-Mark, Inc. and TCP Brands, on the one hand, and Zeavion Holding PTE, LTD, on the other hand, each as amended, supplemented or modified from time to time.

Notwithstanding anything to the contrary herein or in any other Loan Document, any reference to a defined term as defined in the DIP Term Credit Agreement or any other Term Document shall refer to the definition of such term as in effect on the Closing Date (including with respect to any component definitions (or any sub-component definitions)), except with respect to any amendment or other modification thereto (or to any component definitions (or any sub-component definitions)) permitted under this Agreement and the Intercreditor Agreement or otherwise consented to by the Administrative Agent and, to the extent required under Section 10.01 hereof, the applicable Lenders.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer

to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) information disclosed in a particular Exhibit, Annex or Schedule to this Agreement or to any other Loan Document shall be deemed to be disclosed and incorporated under any other Exhibit, Annex or Schedule to this Agreement or to such other Loan Document where such disclosure would otherwise be appropriate, but only to the extent that it is reasonably apparent from the express language of such disclosure that it applies to the other Exhibit, Annex or Schedule. All references in this Agreement and the other Loan Documents to the Borrowers, the Guarantors, the Loan Parties or the Debtors shall be deemed to mean and include (as applicable) such Persons and their respective successors and assigns (including any trustee, receiver, interim receiver, liquidator or other fiduciary hereafter appointed as the legal representative of any Debtor or with respect to the property of the estate of any Debtor, whether under Chapter 11 or Chapter 7 of the Bankruptcy Code, under the CCAA or the *Bankruptcy and Insolvency Act* (Canada), or other applicable laws in any jurisdiction).

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (i) the indefeasible repayment in Dollars or, as applicable in accordance with this Agreement, Canadian Dollars, in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit and Bank Products (other than Swap Contracts) and any other contingent Obligation, including indemnification obligations, providing Cash Collateralization) or other collateral as may be requested by any Agent of all of the Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Swap Contracts) other than (A) unasserted contingent indemnification Obligations, (B) any Obligations relating to Bank Products (other than Swap Contracts) that, at such time, are allowed by the applicable Bank Product provider to remain outstanding without being required to be repaid or Cash Collateralized or other collateral as may be requested by any Agent, and (C) any Obligations relating to Swap Contracts that, at such time, are allowed by the applicable provider of such Swap Contracts to remain outstanding without being required to be repaid, and (ii) the termination of (A) the Aggregate Revolving Commitments, (B) the obligation of the L/C Issuer to issue Letters of Credit hereunder, and (C) the Loan Documents. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Prepetition Revolving Loans or Prepetition Obligations shall mean that such amounts have been "Paid in Full" as such term is defined in the Orders.

(e) For purposes of any Collateral located in the Province of Quebec or charged by any hypothec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to filing, registering or recording under the UCC or PPSA shall include publication under the Civil Code of Quebec, (vii) all references to "perfection"

of or "perfected" Liens shall include a reference to "opposable" or "set up" Liens as against third parties, (viii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (ix) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall include a "mandatary", (xi) "construction liens" shall include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (xii) "joint and several" shall include solidary and "jointly and severally" shall include "solidarily", (xiii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiv) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (xv) "easement" shall include "servitude", (xvi) "priority" shall include "prior claim" or rank, as applicable, (xvii) "survey" shall include "certificate of location and plan", (xviii) "fee simple title" or "fee owned" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (xix) "ground lease" shall include an "emphyteusis" or a "lease with a right of superficies", as applicable, (xx) "account" and "accounts receivable" shall include "claims", (xxi) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively, (xxii) "foreclosure" shall include "the exercise of a hypothecary right of taking in payment", (xxiii) "leasehold interest" shall include "rights resulting from a lease", and (xxiv) "lease" shall include a "leasing contract (*crédit-bail*)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated hereby be drawn up in the English language only and that all other documents contemplated hereunder or relating hereto, including notices, shall also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement*.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Lead Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Tariff Refunds. For purposes of calculating Excess Availability, any Borrowing Base, the Aggregate Revolving Borrowing Base, any basket or any financial covenant (including the covenant set forth in Section 7.19), Tariff Refund Proceeds shall be included only to the extent actually received in cash by a Loan Party and economically retained after satisfaction of all repayment, remittance, reimbursement, setoff, reserve, sale, factoring, financing and mandatory

prepayment obligations, and any non-cash recognition, accrual, receivable, gain, income, expense reduction, cost of goods sold reduction, depreciation reduction, asset carrying-value reduction or other accounting benefit relating to any Tariff Refund Asset shall be excluded from each such computation.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that, except as otherwise provided in Section 2.03(l), with respect to any Letter of Credit that, by its terms or the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.07 Currency Equivalents Generally. Any amount specified in this Agreement (other than in Article II or as otherwise expressly provided herein or in any of the other Loan Documents) to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the "Spot Rate" means, for a currency, on any relevant date of determination, the rate determined by the Administrative Agent or the L/C Issuer, as applicable, as the spot rate for the purchase of such currency with another currency through its principal foreign exchange trading office on the date of such determination (it being understood that such determination is typically made at approximately 1:30 p.m. London time, but the determination time may be adjusted from time to time, based on current system configurations); provided that the Administrative Agent or the L/C Issuer, as applicable, may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer, as applicable, if it does not have as of the date of determination a spot buying rate for any such currency. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, unless the context of this Agreement or any other Loan Document clearly requires otherwise, such amounts shall be deemed to refer to Dollars and any requisite currency translation shall be based on the Spot Rate and the permissibility of actions already taken shall not be affected by subsequent fluctuations in the Spot Rate. All certificates, reports and notices delivered under this Agreement shall express any amounts, calculations or determinations in Dollars. Wherever in this Agreement and the other Loan Documents in connection with a borrowing, conversion, continuation or prepayment of a Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Loan or Letter of Credit is to be denominated in Canadian Dollars, such amount shall be the same dollar figure but denominated in Canadian Dollars. Principal, interest, reimbursement obligations, cash collateral for reimbursement obligations, fees, and all other amounts payable to the Agents, Lenders or other Credit Parties under this Agreement and the other Loan Documents shall be payable (except as otherwise specifically provided herein) in the currency in which such Obligations are denominated.

1.08 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's Laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.09 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.03(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II.
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make loans in Dollars (each such loan, a "U.S. Committed Loan") to the U.S. Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such U.S. Revolving Lender's U.S. Revolving Commitment, or (y) such U.S. Revolving Lender's Applicable Percentage of the U.S. Revolving Borrowing Base; subject in each case to the following limitations:

(i) after giving effect to any U.S. Committed Borrowing, the U.S. Total Revolving Outstandings shall not exceed the lesser of (A) the U.S. Revolving Commitments, or (B) the U.S. Revolving Borrowing Base;

(ii) after giving effect to any U.S. Committed Borrowing, the aggregate Outstanding Amount of the U.S. Committed Loans (together with the outstanding

Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans shall not exceed such U.S. Revolving Lender's U.S. Revolving Commitment;

(iii) the Outstanding Amount of all U.S. L/C Obligations shall not at any time exceed the Letter of Credit Sublimit;

(iv) the Total Revolving Outstandings shall not at any time exceed the Revolving Loan Cap; and

(v) after giving effect to all Revolving Credit Extensions to the U.S. Borrowers, no Overadvance shall exist.

Within the limits of each U.S. Revolving Lender's U.S. Revolving Commitment, and subject to the other terms and conditions hereof, the U.S. Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all U.S. Committed Loans shall be only Base Rate Loans.

(b) Subject to the terms and conditions set forth herein, each Canadian Revolving Lender severally agrees to make loans in Dollars or Canadian Dollars (each such loan, a "Canadian Committed Loan") to the Canadian Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the lesser of (x) the amount of such Canadian Revolving Lender's Canadian Revolving Commitment, or (y) such Canadian Revolving Lender's Applicable Percentage of the Canadian Revolving Borrowing Base; subject in each case to the following limitations:

(i) after giving effect to any Canadian Committed Borrowing, the Canadian Total Revolving Outstandings shall not exceed the lesser of (A) the Canadian Revolving Commitments, or (B) the Canadian Revolving Borrowing Base;

(ii) after giving effect to any Canadian Committed Borrowing, the aggregate Outstanding Amount of the Canadian Committed Loans (together with the outstanding Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans shall not exceed such Canadian Revolving Lender's Canadian Revolving Commitment;

(iii) the Outstanding Amount of all Canadian L/C Obligations shall not at any time exceed the Canadian Letter of Credit Sublimit;

(iv) the Canadian Total Revolving Outstandings shall not at any time exceed the Canadian Revolving Credit Ceiling;

(v) the Total Revolving Outstandings shall not at any time exceed the Revolving Credit Ceiling;

(vi) the Total Revolving Outstandings shall not at any time exceed the Revolving Loan Cap; and

(vii) after giving effect to all Revolving Credit Extensions to the Canadian Borrowers, no Overadvance shall exist.

Within the limits of each Canadian Revolving Lender's Canadian Revolving Commitment, and subject to the other terms and conditions hereof, the Canadian Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all Canadian Committed Loans shall be only Base Rate Loans.

(c) [Reserved].

(d) The Reserves as of the Closing Date are identified in the Borrowing Base Certificate delivered pursuant to Section 4.01(c) of this Agreement.

(e) The Administrative Agent shall have the right, at any time and from time to time on or after the Closing Date in its reasonable discretion to establish, modify or eliminate Reserves (other than the Carve Out Reserve, which shall be determined solely in accordance with the definition of such term, the Orders, and the Canadian Charge Reserve, which shall be determined solely in accordance with the Canadian Recognition Orders).

2.02 Borrowings, Conversions and Continuations of Committed Loans.

(a) U.S. Committed Loans (other than Swing Line Loans) shall be either Base Rate Loans or SOFR Loans, and Canadian Committed Loans (other than Swing Line Loans) shall be either Base Rate Loans, CORRA Loans or SOFR Loans, in each case as the Lead Borrower may request subject to and in accordance with this Section 2.02. All Swing Line Loans shall be only Base Rate Loans. Subject to the other provisions of this Section 2.02, Committed Borrowings of more than one Type may be incurred at the same time.

(b) Each request for a Committed Borrowing consisting of a Base Rate Loan shall be made by electronic request of the Lead Borrower through the Administrative Agent's Commercial Electronic Office Portal or through such other electronic portal provided by the Administrative Agent (the "Portal"), which must be received by the Administrative Agent not later than (x) 12:00 noon on the requested date of any U.S. Committed Borrowing of Base Rate Loans, and (y) 11:00 a.m. on the requested date of any Canadian Committed Borrowing of Base Rate Loans. The Borrowers hereby acknowledge and agree that any request made through the Portal shall be deemed made by a Responsible Officer of the Borrowers. Each request for a Committed Borrowing consisting of a SOFR Loan or CORRA Loan shall be made pursuant to the Lead Borrower's submission of a Fixed Rate Loan Notice, which must be received by the Administrative Agent not later than 11:00 a.m. (x) three (3) U.S. Government Securities Business Days prior to the requested date of any such Borrowing or continuation of SOFR Loans, or (y) three (3) Business Days prior to the requested date of any such Borrowing or continuation of CORRA Loans. Each Fixed Rate Loan Notice shall specify (i) the Type and requested date of the Borrowing or continuation, as the case may be (which shall be a Business Day), (ii) the principal amount of SOFR Loans to be borrowed or continued (which shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof) or the principal amount of CORRA Loans to be borrowed or continued (which shall be in a principal amount of CAD$1,000,000 or a whole multiple of CAD$500,000 in excess thereof), and (iii) the duration of the Interest Period with respect thereto. If the Lead

Borrower fails to specify an Interest Period in the Fixed Rate Loan Notice, it will be deemed to have specified an Interest Period of one month. On the requested date of any SOFR Loan or CORRA Loan, (i) in the event that Base Rate Loans are outstanding in an amount equal to or greater than the requested SOFR Loan or CORRA Loan, as applicable, all or a portion of such Base Rate Loans in Dollars shall be automatically converted to a SOFR Loan in the amount requested by the Lead Borrower, and all or a portion of such Canadian Base Rate Loans shall be automatically converted to a CORRA Loan in the amount requested by the Lead Borrower, and (ii) if Base Rate Loans in Dollars are not outstanding in an amount at least equal to the requested SOFR Loan or if Canadian Base Rate Loans are not outstanding in an amount at least equal to the requested CORRA Loan, the Lead Borrower shall make an electronic request via the Portal for additional applicable Base Rate Loans in such amount, when taken with the outstanding Base Rate Loans (which shall be converted automatically at such time), as is necessary to satisfy the requested SOFR Loan or CORRA Loan. If the Lead Borrower fails to make such additional request via the Portal as required pursuant to clause (ii) of the foregoing sentence, then the Borrowers shall be responsible for all amounts due pursuant to Section 3.05 hereof arising on account of such failure. If the Lead Borrower fails to give a timely notice with respect to any continuation of a SOFR Loan or CORRA Loan, then the applicable Committed Loans shall be converted to Base Rate Loans (if in Canadian Dollars, to Canadian Base Rate Loans), effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans or CORRA Loans. If no election as to whether a U.S. Loan or a Canadian Revolving Loan (denominated in Dollars) is to be a Base Rate Loan or a SOFR Loan is contained in the applicable request, then the requested Loan shall be a Base Rate Loan. If no election as to whether a Canadian Revolving Loan denominated in Canadian Dollars is to be a CORRA Loan or Canadian Base Rate Loan is contained in the applicable request, then the requested Canadian Loan shall be a Canadian Base Rate Loan. All requests for a Committed Borrowing which are not made by electronic request of the Lead Borrower through the Portal shall be subject to (and unless the Administrative Agent elects otherwise in the exercise of its sole discretion, such Committed Borrowing shall not be made until the completion of) the Administrative Agent's authentication process (with results satisfactory to the Administrative Agent) prior to the funding of any such requested Committed Loan.

(c) The Administrative Agent shall promptly notify each Revolving Lender of the amount of its Applicable Percentage of the applicable Committed Loans, and if no timely notice of a conversion or continuation is provided by the Lead Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(b). In the case of a Committed Borrowing, each Revolving Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:30 p.m. on the Business Day specified in the applicable notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrowers in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the applicable Borrowers on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Lead Borrower.

(d) The Administrative Agent, without the request of the Lead Borrower, may advance any interest, fee, service charge (including direct wire fees), Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document, as and when due and payable, and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action

on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrowers' obligations under Section 2.05(d). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(d), shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(e) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan and a CORRA Loan may be continued or converted only on the last day of an Interest Period for such CORRA Loan. Upon the occurrence and during the continuance of a Default, the Administrative Agent may, and at the direction of the Required Lenders shall, prohibit Loans from being requested as, converted to or continued as, SOFR Loans or CORRA Loans.

(f) The Administrative Agent shall promptly notify the Lead Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans and CORRA Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Lead Borrower and the Lenders of any change in Wells Fargo Bank's prime rate used in determining the Base Rate or any change of any component rate comprised in the Canadian Base Rate giving rise to a change in the Canadian Base Rate promptly following the public announcement of such change.

(g) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to Committed Loans.

(h) The Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Borrowers, the Lenders, the Swing Line Lender and the L/C Issuer and the Borrowers and each Lender and L/C Issuer shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrowers and shall constitute a Loan and an Obligation and shall be repaid by the Borrowers in accordance with the provisions of Section 2.05(d). The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Revolving Lenders' obligations to purchase participations with respect to Letters of Credit or of Section 2.04 regarding the Revolving Lenders' obligations to purchase participations with respect to Swing Line Loans. Without limiting the foregoing, the Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to Unintentional Overadvances regardless of the amount of any such Unintentional Overadvances.

(i) Notwithstanding anything to the contrary in this Agreement (including, without limitation, this Section 2.02) or any other Loan Document, all Revolving Loans (including Swing Line Loans) shall be only Base Rate Loans.

2.03 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of the Lead Borrower made in accordance herewith, and prior to the Maturity Date, the L/C Issuer agrees to

issue, or, in the case of Canadian Letters of Credit, to cause a Canadian Underlying Issuer (including as a Canadian Revolving Lender's agent) to issue, a requested Letter of Credit for the account of one or more of the Loan Parties. If the L/C Issuer, at its option, elects to cause a Canadian Underlying Issuer to issue a requested Canadian Letter of Credit, then the L/C Issuer agrees that it will enter into arrangements relative to the reimbursement of such Canadian Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Canadian Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Canadian Underlying Issuer with respect to drawings under such Canadian Letter of Credit) with respect to Canadian Letters of Credit issued by such Canadian Underlying Issuer. By submitting a request to the L/C Issuer for the issuance of a Letter of Credit, the Borrowers shall be deemed to have requested that the L/C Issuer issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal or extension of any outstanding Letter of Credit, shall be (i) irrevocable and be made in writing pursuant to a Letter of Credit Application by a Responsible Officer, (ii) delivered to the L/C Issuer and the Administrative Agent via telefacsimile or other electronic method of transmission reasonably acceptable to the L/C Issuer not later than 11:00 a.m. at least two Business Days (or such other date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the L/C Issuer's authentication procedures with results satisfactory to the L/C Issuer. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or the L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that the L/C Issuer generally requests for Letters of Credit in similar circumstances. The L/C Issuer's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, the L/C Issuer may, but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property to the extent that the face amount of such Letter of Credit exceeds the highest rent (including all rent-like charges) payable under such lease for a period of one year, or (y) an employment contract to the extent that the face amount of such Letter of Credit exceeds the highest compensation payable under such contract for a period of one year.

(b) The L/C Issuer shall have no obligation to issue a U.S. Letter of Credit if, after giving effect to the requested issuance, (i) the U.S. Total Revolving Outstandings would exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, (ii) the Total Revolving Outstandings would exceed the Revolving Loan Cap, (iii) [reserved], (iv) the aggregate Outstanding Amount of the U.S. Committed Loans (plus the aggregate outstanding principal amount of Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations, plus the Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans of such U.S. Revolving Lender would exceed such U.S. Revolving Lender's U.S. Revolving Commitment, or (v) the Outstanding Amount of the U.S. L/C Obligations would exceed the Letter of Credit Sublimit. The L/C Issuer shall have no obligation to issue a Canadian Letter of Credit if, after giving effect to the requested issuance, (i) the Canadian Total Revolving Outstandings would exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing

Base, (ii) the Total Revolving Outstandings would exceed the Revolving Loan Cap, (iii) [reserved], (iv) the aggregate Outstanding Amount of the Canadian Committed Loans (plus the aggregate outstanding principal amount of Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations, plus the Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans of such Canadian Revolving Lender would exceed such Canadian Revolving Lender's Canadian Revolving Commitment, or (v) the Outstanding Amount of the Canadian L/C Obligations would exceed the Canadian Letter of Credit Sublimit.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, the L/C Issuer shall not be required to issue or arrange for such Letter of Credit to the extent (i) the Defaulting Lender's participation with respect to such Letter of Credit may not be reallocated pursuant to Section 9.15(a), or (ii) the L/C Issuer has not otherwise entered into arrangements reasonably satisfactory to it and the Borrowers to eliminate the L/C Issuer's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include the Borrowers cash collateralizing such Defaulting Lender's participation with respect to such Letter of Credit in accordance with Section 9.15(a). Additionally, the L/C Issuer shall have no obligation to issue and/or extend a Letter of Credit, including, without limitation, if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of Law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit or request that the L/C Issuer refrain from the issuance of letters of credit generally or such Letter of Credit in particular, (B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally, (C) the expiry date of such requested Letter of Credit that is a Standby Letter of Credit would occur later than the date that is twelve (12) months after the date of issuance thereof, provided, that, such Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration, subject to the terms hereof (including, without limitation, clause (E) below and Section 2.03(h)), (D) the expiry date of such requested Letter of Credit that is a Commercial Letter of Credit would occur later than the date that is the earlier of (i) 120 days after the date of the issuance of such Commercial Letter of Credit and (ii) the Letter of Credit Expiration Date, and (E) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date (provided that, to the extent the L/C Issuer agrees to issue and/or extend a Letter of Credit, the L/C Issuer may require that such Letter of Credit be Cash Collateralized on or prior to the date of issuance (or such later date as to which the Administrative Agent may agree) or that all Revolving Lenders approve such expiry date).

(d) Any L/C Issuer (other than Wells Fargo Bank, Wells Fargo Canada (or the Canadian Underlying Issuer) or any of their Affiliates) shall notify the Administrative Agent in writing no later than the Business Day immediately following the Business Day on which such L/C Issuer issued any Letter of Credit; provided that (i) until the Administrative Agent advises any such L/C Issuer that the provisions of Section 4.02 are not satisfied, or (ii) unless the aggregate amount of the Letters of Credit issued in any such week exceeds such amount as shall be agreed by the Administrative Agent and such L/C Issuer, such L/C Issuer shall be required to so notify the Administrative Agent in writing only once each week of the Letters of Credit issued by such L/C Issuer during the immediately preceding week as well as the daily amounts outstanding for the prior week, such notice to be furnished on such day of the week as the Administrative Agent and such L/C Issuer may agree. Each Letter of Credit shall be in form and substance reasonably acceptable to the L/C Issuer, including the requirement that the amounts payable thereunder must be payable

in Dollars. If the L/C Issuer makes a payment under a Letter of Credit, the Borrowers shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02 hereof) and, initially, shall bear interest at the rate then applicable to Committed Loans that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to the L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the L/C Issuer or, to the extent that the Revolving Lenders have made payments pursuant to Section 2.03(e) to reimburse the L/C Issuer, then to such Revolving Lenders and the L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.03(d), each Revolving Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrowers had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the L/C Issuer the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of a Letter of Credit) and without any further action on the part of the L/C Issuer or the Revolving Lenders, the L/C Issuer shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by the L/C Issuer, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Revolving Lender agrees to pay to the Administrative Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of any Letter of Credit Disbursement made by the L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the L/C Issuer, such Revolving Lender's Applicable Percentage of each Letter of Credit Disbursement made by the L/C Issuer and not reimbursed by Borrowers on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent or the L/C Issuer elects, based upon the advice of counsel, to refund) to the Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent, for the account of the L/C Issuer, an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of a Default or the failure to satisfy any condition set forth in Section 4.02 hereof. If any such Revolving Lender fails to make available to the Administrative Agent the amount of such Revolving Lender's Applicable Percentage of a Letter of Credit Disbursement as provided in this Section, such Revolving Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuer) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each Credit Party (including the L/C Issuer and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including the L/C Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by Law) from and against any and all claims, demands, suits, judgments, actions, investigations, proceedings, liabilities, losses, fines, costs, penalties, interest and damages, and all reasonable fees and disbursements of attorneys,

experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Article III) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to the L/C Issuer in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, computer, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by the L/C Issuer to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions;

(x) the L/C Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to the L/C Issuer in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to the L/C Issuer's issuance of a Letter of Credit in support of a foreign guaranty including without limitation the expiration of

such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by the L/C Issuer in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

in each case, including that resulting from the Letter of Credit Related Person's own negligence; provided, however, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. The Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.03(f). If and to the extent that the obligations of the Borrowers under this Section 2.03(f) are unenforceable for any reason, the Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable Law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of the L/C Issuer (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrowers that are caused directly by the L/C Issuer's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit or (iii) retaining Drawing Documents presented under a Letter of Credit. The L/C Issuer shall be deemed to have acted with due diligence and reasonable care if the L/C Issuer's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement. The Borrowers' aggregate remedies against the L/C Issuer and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrowers to the L/C Issuer in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrowers shall take action to avoid and mitigate the amount of any damages claimed against the L/C Issuer or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the L/C Issuer to effect a cure.

(h) The Borrowers are responsible for the final text of the Letter of Credit as issued by the L/C Issuer, irrespective of any assistance the L/C Issuer may provide such as drafting or recommending text or by the L/C Issuer's use or refusal to use text submitted by the Borrowers. The Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the L/C Issuer, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. The Borrowers are solely responsible for the suitability of the Letter of

Credit for the Borrowers' purposes. If the Borrowers request the L/C Issuer to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against the L/C Issuer, (ii) the Borrowers shall be responsible for the application and obligations under this Agreement, and (iii) communications (including notices) related to the respective Letter of Credit shall be among the L/C Issuer and the Borrowers. The Borrowers will examine the copy of the Letter of Credit and any other documents sent by the L/C Issuer in connection therewith and shall promptly notify the L/C Issuer (not later than three (3) Business Days following the Borrowers' receipt of documents from the L/C Issuer) of any non-compliance with the Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrowers understand and agree that the L/C Issuer is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the L/C Issuer, in its sole and absolute discretion, may at any time give notice of nonrenewal of such Letter of Credit, and without limiting the foregoing, if the Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrowers will so notify the Administrative Agent and the L/C Issuer at least 30 calendar days before the L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit. Subject to clause (g) above, the Borrowers' acceptance or rejection of a Drawing Document presented under or in connection with any Letter of Credit (whether or not the document is genuine) or of any released goods shall preclude the Borrowers from raising a defense, set-off or claim with respect to the L/C Issuer's honor of such presentation.

(i) The Borrowers' reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit or amendment thereto, any Issuer Document, this Agreement or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) any delay in giving or failing to give notice (irrespective of whether notice is required) to any Borrower;

(iv) the L/C Issuer or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(v) the L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(vi) the existence of any claim, set-off, defense or other right that any Loan Party or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the L/C Issuer or any other Person;

(vii) the L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at the L/C Issuer's counters or are different from the electronic presentation;

(viii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against the L/C Issuer, the beneficiary or any other Person; or

(ix) the fact that any Default shall have occurred and be continuing;

provided, however, that subject to Section 2.03(g) above, the foregoing shall not release the L/C Issuer from such liability to the Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the L/C Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrowers to the L/C Issuer arising under, or in connection with, this Section 2.03 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the L/C Issuer and each other Letter of Credit Related Person (if applicable) shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers and the obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than the L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that the L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors

in interpretation of technical terms or in translation or any delay in giving or failing to give notice (irrespective of whether notice is required) to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP, UCP or eUCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by the L/C Issuer if subsequently the L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor;

(xiii) honor of a presentation made at any location or counter of the L/C Issuer notwithstanding any stated restrictions on presentation locations in the Letter of Credit;

(xiv) delivery of the Letter of Credit to the beneficiary using the L/C Issuer's branch network notwithstanding any advising bank preference by the applicant; or

(xv) honor of a presentation that is subsequently determined by the L/C Issuer to have been made in violation of international, federal, state, provincial or local restrictions on the transaction of business with certain prohibited Persons.

(k) Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Obligation that remains outstanding (other than L/C Obligations consisting of the remaining undrawn stated amount resulting from a partial drawing), or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, promptly Cash Collateralize the then Outstanding Amount of all L/C Obligations. Sections 2.05 and 8.02(a)(iii) set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.03, Section 2.05 and Section 8.02(a)(iii), "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Revolving Lenders, as collateral for the L/C Obligations, cash or deposit account balances in an amount equal to 105% (in the case of Letters of Credit denominated in a currency other than Dollars, in an amount at least equal to 110%) of the Outstanding Amount of all L/C Obligations, pursuant to documentation in form and substance satisfactory to the

Administrative Agent and the L/C Issuer (which documents are hereby Consented to by the Revolving Lenders). The Borrowers hereby grant to the Collateral Agent a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in a Cash Collateral Account. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds is less than the aggregate Outstanding Amount of all L/C Obligations, the Borrowers will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Outstanding Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable Laws, to reimburse the L/C Issuer and, to the extent not so applied, shall thereafter be applied to satisfy other Obligations.

(l) The Borrowers shall pay to the Administrative Agent, for the account of each Revolving Lender in accordance with its Applicable Percentage, a Letter of Credit fee (the "Letter of Credit Fee") (i) for each Commercial Letter of Credit, equal to 1.75% multiplied by the daily Stated Amount under such Letter of Credit, and (ii) for each Standby Letter of Credit, equal to the Applicable Margin multiplied by the daily Stated Amount under such Letter of Credit. For purposes of computing the daily Stated Amount available to be drawn under any Letter of Credit, the Stated Amount of the Letter of Credit shall be determined in accordance with Section 1.06; provided that, for purposes only of calculating the Letter of Credit Fee owing hereunder, the daily Stated Amount available to be drawn under any Letter of Credit that provides for one or more automatic increases in the Stated Amount thereof shall be deemed to be the maximum Stated Amount then in effect under such Letter of Credit (at the time of each such calculation of the Letter of Credit Fee), rather than the maximum Stated Amount for which such Letter of Credit may be honored. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each month, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand, and (ii) computed on a monthly basis in arrears. Notwithstanding anything to the contrary contained herein, while any Event of Default has occurred and is continuing, the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all Letter of Credit Fees shall accrue at the Default Rate and thereafter such Letter of Credit Fees shall accrue at the Default Rate to the fullest extent permitted by applicable Laws.

(m) In addition to the Letter of Credit Fees as set forth in Section 2.03(l) above, the Borrowers shall pay immediately upon demand to the Administrative Agent for the account of the L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.02(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(m)): (i) a fronting fee which shall be imposed by the L/C Issuer equal to 0.125% per annum times the average amount of the L/C Obligations during the immediately preceding month (or portion thereof), plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, the L/C Issuer, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, whether at the time of issuance of any Letter of Credit, upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, extensions or cancellations), or otherwise (provided, in the case of any Existing Letter of Credit, less any such amounts already paid with respect to such Existing Letter of Credit for a particular period prior to the Petition Date).

(n) Unless otherwise expressly agreed by the L/C Issuer and the Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the substantive laws of the jurisdiction specified in the applicable Letter of Credit shall govern such Letter of Credit, or if no governing law is so specified, then the substantive laws of the jurisdiction of the office of the L/C Issuer (or, in the case of a Canadian Letter of Credit issued by a Canadian Underlying Issuer, the office of such Canadian Underlying Issuer) that issued the applicable Letter of Credit shall govern, including, in either case, the Uniform Commercial Code (or other applicable Law governing letters of credit) as in effect from time to time in such jurisdiction (notwithstanding the definition of "Uniform Commercial Code" herein), but excluding any choice of law rules that would apply the law of a different jurisdiction, (ii) the rules of the ISP shall apply to each Standby Letter of Credit, and (iii) the rules of the UCP or eUCP shall apply to each Commercial Letter of Credit.

(o) The L/C Issuer shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(p) The ISP, the UCP and the eUCP shall serve, in the absence of proof to the contrary, as evidence of Standard Letter of Credit Practice with respect to matters covered therein.

(q) In the event of a direct conflict between (i) the provisions of this Section 2.03 and any provision contained in any Issuer Document or Standard Letter of Credit Practice, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other, (ii) the ISP and the UCC (or other applicable Law) or other Standard Letter of Credit Practice, the ISP shall control and govern, (iii) the UCP or the eUCP, as applicable, and the UCC (or other applicable Law) or other Standard Letter of Credit Practice, if the Letter of Credit is governed by the UCP or the eUCP, as applicable, the UCP or the eUCP, as applicable, shall control and govern, and (iv) the eUCP and the UCP, if the Letter of Credit is governed by the eUCP, the eUCP shall control and govern. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At the Borrowers' cost and expense, the Borrowers shall execute and deliver to the L/C Issuer such additional certificates, instruments, documents or agreements and take such additional action as may be reasonably requested by the L/C Issuer to enable the L/C Issuer to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise and/or enforce the L/C Issuer's rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Each Borrower irrevocably appoints the L/C Issuer as its attorney-in-fact and authorizes the L/C Issuer, without notice to the Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such

actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) The Borrowers, the Agents, the Lenders and the L/C Issuer agree that the Existing Letters of Credit shall be deemed Letters of Credit hereunder as if issued by the L/C Issuer hereunder, from and after the Closing Date, shall be subject to and governed by the terms and conditions hereof.

(u) With respect to each application for a Letter of Credit to cover the shipment or sale of goods, the Borrowers have obtained or will obtain, prior to submission of such application to the L/C Issuer, all import, export or shipping licenses and other governmental approvals required in connection with the transaction(s) contemplated thereby or the issuance by the L/C Issuer of any Letter of Credit.

(v) The L/C Issuer, at its option, shall be subrogated to the applicant's rights against any Person who may be liable to any applicant on any transaction or obligation underlying any Letter of Credit, to the rights of any holder in due course or Person with similar status against the applicant, and to the rights of any beneficiary or any successor or assignee of any beneficiary.

2.04 Swing Line Loans.

(a) The Swing Line.

(i) Subject to the terms and conditions set forth herein, the U.S. Swing Line Lender agrees, in reliance upon the agreements of the other U.S. Revolving Lenders set forth in this Section 2.04, to make loans (each such loan, a "U.S. Swing Line Loan") to the U.S. Borrowers from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the U.S. Swing Line Sublimit, notwithstanding the fact that such U.S. Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of U.S. Revolving Loans and U.S. L/C Obligations of the U.S. Revolving Lender acting as U.S. Swing Line Lender, may exceed the amount of such U.S. Revolving Lender's U.S. Revolving Commitment; provided, however, that after giving effect to any U.S. Swing Line Loan, (i) the U.S. Total Revolving Outstandings shall not exceed the lesser of (A) the U.S. Revolving Commitments, or (B) the U.S. Revolving Borrowing Base, (ii) the aggregate Outstanding Amount of the U.S. Committed Loans (plus the Prepetition U.S. Revolving Loans) of any U.S. Revolving Lender at such time, plus such U.S. Revolving Lender's Applicable Percentage of the Outstanding Amount of all U.S. L/C Obligations at such time, plus the Applicable Percentage of the Outstanding Amount of all U.S. Swing Line Loans at such time shall not exceed such U.S. Revolving Lender's U.S. Revolving Commitment, and (iii) the Outstanding Amount of all Revolving Credit Extensions (plus the Prepetition Total Revolving Outstandings) shall not at any time exceed the Revolving Loan Cap, and provided, further, that the U.S. Borrowers shall not use the proceeds of any U.S. Swing Line Loan to refinance any outstanding Swing Line Loan.

(ii) Subject to the terms and conditions set forth herein, the Canadian Swing Line Lender agrees, in reliance upon the agreements of the other Canadian Revolving Lenders set forth in this Section 2.04, to make loans (each such loan, a "Canadian Swing Line Loan") to the Canadian Borrowers from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the

amount of the Canadian Swing Line Sublimit, notwithstanding the fact that such Canadian Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Canadian Revolving Loans and Canadian L/C Obligations of the Canadian Revolving Lender acting as Canadian Swing Line Lender, may exceed the amount of such Canadian Revolving Lender's Canadian Revolving Commitment; provided, however, that after giving effect to any Canadian Swing Line Loan, (i) the Canadian Total Revolving Outstandings shall not exceed the lesser of (A) the Canadian Revolving Commitments, or (B) the Canadian Revolving Borrowing Base, (ii) the aggregate Outstanding Amount of the Canadian Committed Loans (plus the Prepetition Canadian Revolving Loans) of any Canadian Revolving Lender at such time, plus such Canadian Revolving Lender's Applicable Percentage of the Outstanding Amount of all Canadian L/C Obligations at such time, plus the Applicable Percentage of the Outstanding Amount of all Canadian Swing Line Loans of such Canadian Revolving Lender at such time shall not exceed such Canadian Revolving Lender's Canadian Revolving Commitment, and (iii) the Outstanding Amount of all Revolving Credit Extensions (plus the Prepetition Total Revolving Outstandings) shall not at any time exceed the Revolving Loan Cap, and provided, further, that the Canadian Borrowers shall not use the proceeds of any Canadian Swing Line Loan to refinance any outstanding Swing Line Loan.

Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall bear interest only at a rate based on the Base Rate or, if a Canadian Swing Line Loan in Canadian Dollars, the Canadian Base Rate. Immediately upon the making of a Swing Line Loan, each applicable Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Applicable Percentage times the amount of such Swing Line Loan. The Swing Line Lender shall have all of the benefits and immunities (A) provided to the Agents in Article IX with respect to any acts taken or omissions suffered by the Swing Line Lender in connection with Swing Line Loans made by it or proposed to be made by it as if the term "Administrative Agent" as used in Article IX included the Swing Line Lender with respect to such acts or omissions, and (B) as additionally provided herein with respect to the Swing Line Lender.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Lead Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 3:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the Lead Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent at the request of the Required Lenders prior to 3:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the

terms and conditions hereof, the Swing Line Lender shall, not later than 4:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrowers at its office by crediting the account of the Lead Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender, at any time in its sole and absolute discretion, may request, on behalf of the applicable Borrowers (which hereby irrevocably authorize the Swing Line Lender to so request on their behalf), that each Revolving Lender make a Base Rate Loan in an amount equal to such Revolving Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the U.S. Revolving Commitments or Canadian Revolving Commitments, as applicable, and the conditions set forth in Section 4.02. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount of such Swing Line Loan available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:30 p.m. on the day specified by the Swing Line Lender, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the applicable Borrowers in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Committed Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the principal amount so paid shall constitute such Revolving Lender's Committed Loan included in the relevant Committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrowers for interest on the Swing Line Loans. Until each Revolving Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three U.S. Government Securities Business Days prior to any date of prepayment of SOFR Loans, (B) three Business Days prior to any date of prepayment of CORRA Loans, and (C) on the date of prepayment of Base Rate Loans; and (ii) any prepayment of SOFR Loans shall be in a

principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof and any prepayment of CORRA Loans shall be in a principal amount of CAD$1,000,000 or a whole multiple of CAD$500,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if SOFR Loans or CORRA Loans, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Revolving Lender of its receipt of each such notice, and of the amount of such Revolving Lender's Applicable Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a SOFR Loan or a CORRA Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Committed Loans of the Revolving Lenders in accordance with their respective Applicable Percentages.

(b) Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 3:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of $100,000 or, as regards Canadian Swing Line Loans in Canadian Dollars, CAD$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) [Reserved].

(d) If for any reason the U.S. Total Revolving Outstandings at any time exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, each as then in effect, the U.S. Borrowers shall immediately prepay, (i) first, Prepetition U.S. Revolving Loans and (ii) second, U.S. Committed Loans and/or U.S. Swing Line Loans and/or Cash Collateralize the U.S. L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the U.S. Borrowers shall not be required to Cash Collateralize the U.S. L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition U.S. Revolving Loans and U.S. Revolving Loans the U.S. Total Revolving Outstandings exceed the lesser of the U.S. Revolving Commitments or the U.S. Revolving Borrowing Base, each as then in effect. If for any reason the Canadian Total Revolving Outstandings at any time exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing Base, each as then in effect, the Canadian Borrowers shall immediately prepay, (i) first, Prepetition Canadian Revolving Loans and (ii) second, Canadian Committed Loans and/or Canadian Swing Line Loans and/or Cash Collateralize the Canadian L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the Canadian Borrowers shall not be required to Cash Collateralize the Canadian L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition Canadian Revolving Loans and Canadian Revolving Loans the Canadian Total Revolving Outstandings exceed the lesser of the Canadian Revolving Commitments or the Canadian Revolving Borrowing Base, each as then in effect. If for any reason the Total Revolving Outstandings exceed the Revolving Loan Cap, each as then in effect, the Borrowers shall immediately prepay, (i) first, Prepetition Revolving Loans and (ii) second, the Committed Loans and/or the Swing Line Loans and/or Cash Collateralize the L/C Obligations, in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash

Collateralize the L/C Obligations pursuant to this Section 2.05(d) unless after the prepayment in full of the Prepetition Revolving Loans and Revolving Loans the Total Revolving Outstandings exceed the lesser of the Revolving Commitments or the Revolving Loan Cap, as then in effect.

(e) [Reserved].

(f) The Borrowers shall prepay the Prepetition Revolving Loans, the Loans and Cash Collateralize the L/C Obligations in accordance with the provisions of Section 6.13 hereof. In addition, the Borrowers shall prepay the Prepetition Revolving Loans, the Loans and Cash Collateralize the L/C Obligations in an amount equal to the Net Proceeds received by a Loan Party on account of each Prepayment Event. The Agents shall not be obligated to release their Liens on any Collateral until such Net Proceeds have been so received (to the extent required in this clause (f)). The application of such Net Proceeds to the Prepetition Revolving Loans and the Loans shall not reduce any Revolving Commitments. Subject to, and in accordance with, the provisions of Section 2.05(i) below, if all Prepetition Obligations and all Obligations then due are paid, any excess Net Proceeds shall be remitted to the operating account of the Borrowers maintained with the Administrative Agent for use in accordance with the Approved Budget.

(g) On the Final Order Entry Date, without any further action by the Loan Parties or any other Person, the repayment and refinancing of any outstanding and remaining Prepetition Obligations shall occur pursuant to a conversion (i.e., roll-up) of such Prepetition Obligations into Obligations.

(h) [Reserved].

(i) Subject to the terms of the Orders and the Canadian Recognition Orders, prepayments made pursuant to this Section 2.05, first, shall be applied to the Prepetition Obligations, second, shall be applied to the Swing Line Loans, third, shall be applied ratably to the outstanding Committed Loans, fourth, shall be used to Cash Collateralize the remaining L/C Obligations, fifth, shall be applied ratably to any other Obligations that are then due and owing, and, sixth, the amount remaining, if any, after the prepayment in full of all Prepetition Obligations, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrowers for use in accordance with the Approved Budget. Subject to the terms of the Orders and the Canadian Recognition Orders, upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrowers or any other Loan Party) to reimburse the L/C Issuer or the Revolving Lenders, as applicable, and, to the extent not so applied, shall thereafter be applied to the other Obligations.

2.06 Termination or Reduction of Aggregate Revolving Commitments.

(a) The Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, terminate the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit or from time to time permanently reduce the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 1:00 p.m. (A) thirty (30) days prior to the date of any termination of the Aggregate Revolving Commitments and (B) five (5) Business Days prior to the date of any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit, (ii) any such partial reduction shall be in an aggregate amount

of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Borrowers shall not terminate or reduce (A) [reserved], (B) the U.S. Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the U.S. Total Revolving Outstandings would exceed the U.S. Revolving Commitments, (C) the Canadian Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Canadian Total Revolving Outstandings would exceed the Canadian Revolving Commitments, (D) the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the sum of (i) the Outstanding Amount of all Revolving Credit Extensions plus (ii) the Prepetition Total Revolving Outstandings would exceed the Revolving Loan Cap, (E) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, (F) the Canadian Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of Canadian L/C Obligations not fully Cash Collateralized hereunder would exceed the Canadian Letter of Credit Sublimit, (G) the U.S. Swing Line Sublimit if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of U.S. Swing Line Loans hereunder would exceed the U.S. Swing Line Sublimit, and (H) the Canadian Swing Line Sublimit if, after giving effect thereto, and to any concurrent payments hereunder, the Outstanding Amount of Canadian Swing Line Loans hereunder would exceed the Canadian Swing Line Sublimit. For the avoidance of doubt, the termination of the U.S. Revolving Commitments hereunder shall constitute a termination of the Canadian Revolving Commitments without any further action required on the part of any Person.

(b) If, after giving effect to any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Revolving Commitments, the U.S. Revolving Commitments, the Canadian Revolving Commitments, such Letter of Credit Sublimit or Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(c) The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit, the U.S. Revolving Commitments, the Canadian Revolving Commitments, or the Aggregate Revolving Commitments under this Section 2.06. Upon any reduction of the Aggregate Revolving Commitments, the U.S. Revolving Commitments or the Canadian Revolving Commitments, the Revolving Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees (including, without limitation, Commitment Fees and Letter of Credit Fees) and interest in respect of the Aggregate Revolving Commitments, U.S. Revolving Commitments, and Canadian Revolving Commitments accrued until the effective date of any termination of the Aggregate Revolving Commitments, the U.S. Revolving Commitments or the Canadian Revolving Commitments, shall be paid on the effective date of such termination.

(d) In connection with any reduction in the Aggregate Revolving Commitments (or U.S. Revolving Commitments) prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to the Administrative Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as the Administrative Agent shall reasonably request, in order to enable the Administrative Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the FRB.

2.07 Repayment of Loans. The Borrowers shall repay to the Lenders on the Termination Date all Obligations (including, without limitation, the Committed Loans and the Swing Line Loans) outstanding

on such date (other than contingent indemnification claims for which a claim has not been asserted) and shall cause each Letter of Credit to be returned to the L/C Issuer undrawn or shall Cash Collateralize all L/C Obligations (to the extent not previously Cash Collateralized as required herein).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below and Section 3.03, (i) each Committed Loan that is a SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term SOFR for such Interest Period plus the Applicable Margin; (ii) each Committed Loan that is a CORRA Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term CORRA for such Interest Period plus the Applicable Margin; (iii) each Committed Loan that is a Base Rate Loan in Dollars shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; (iv) each Committed Loan that is a Canadian Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Canadian Base Rate plus the Applicable Margin; and (v) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to, if in Dollars, the Base Rate and if in Canadian Dollars, the Canadian Base Rate plus the Applicable Margin.

(b) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) If any other Event of Default has occurred and is continuing, then the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter, until such Event of Default has been duly waived as provided in Section 10.01 hereof, such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Laws.

(d) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment.

(f) For the purpose of complying with the Interest Act (Canada), it is expressly stated that where interest is calculated pursuant hereto at a rate based upon a period of time different from the actual number of days in the year (for the purposes of this Section 2.08(f), the "first rate"), the yearly rate or percentage of interest to which the first rate is equivalent is the first rate multiplied by the actual number of days in the calendar year in which the rate is to be ascertained and divided by the number of days in the shorter period, and the Canadian Loan Parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Canadian Loan Party hereby confirms that it fully understands and is able to calculate the rate of interest applicable to the Loans based on the

methodology for calculating per annum rates provided for in this Agreement. Each Canadian Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Canadian Loan Parties as required pursuant to Section 4 of the Interest Act (Canada).

2.09 Fees. In addition to certain fees described in subsections (l) and (m) of Section 2.03:

(a) Commitment Fee. The Borrowers shall pay to the Administrative Agent, for the account of each Revolving Lender, in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to the Applicable Commitment Fee Percentage times the average daily amount by which the Aggregate Revolving Commitments exceed the Total Revolving Outstandings for the immediately preceding quarter. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first day of each month (or if such day is not a Business Day, on the next succeeding Business Day), commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The Commitment Fee shall be calculated monthly in arrears.

(b) Other Fees. The Borrowers shall pay to the Administrative Agent fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees; Conforming Changes.

(a) All computations of interest and fees shall be made on the basis of a 360-day year (or a 365 day year or 366 day year, as the case may be, in the case of Base Rate Loans at a time when the Base Rate is computed by reference to Wells Fargo Bank's prime rate, Canadian Base Rate Loans and CORRA Loans) and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

(c) In connection with the use or administration of Term CORRA, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term CORRA.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars or Canadian Dollars, as applicable, and in immediately available funds not later than 2:00 p.m. on the date specified herein. Subject to Section 2.14 hereof, the Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of SOFR Loans or CORRA Loans (or in the case of any Borrowing of Base Rate Loans,

prior to 1:30 p.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to Base Rate Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the principal amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Lead Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Lead Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof (subject to the provisions of the last paragraph of Section 4.02 hereof), the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest, within seven (7) days after it is determined by the Administrative Agent that the conditions to the applicable Credit Extension set forth in Article IV have not been satisfied.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments hereunder are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment hereunder on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment hereunder.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Obligations greater than its pro rata share thereof as provided herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the Credit Party receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Credit Parties ratably and in the priorities set forth in Section 8.03, provided that:

(a) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrowers or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Among Revolving Lenders.

(a) The amount of each Revolving Lender's Applicable Percentage of outstanding Revolving Loans (including outstanding Swing Line Loans) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Revolving Loans (including Swing Line Loans) and repayments of Loans (including Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Revolving Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments received for the period. As reflected on the summary

statement, (i) the Administrative Agent shall transfer to each Revolving Lender its Applicable Percentage of repayments, and (ii) each Revolving Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Revolving Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Revolving Lender shall be equal to such Lender's Applicable Percentage of all Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Revolving Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Revolving Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Revolving Lender shall not have so made its transfer to the Administrative Agent, such Revolving Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

2.15 Certain Bankruptcy Matters.

(a) Except to the extent expressly provided otherwise in the Orders or the Canadian Recognition Orders, the Loan Parties hereby agree that, subject only to the Carve Out, the CCAA Priority Charges, the Prepetition Permitted Senior Liens and the terms of the Intercreditor Agreement (the relative priorities of which are set forth in the Orders (including the Lien Priority Annex attached as Exhibit A thereto) and the Canadian Recognition Orders), the Obligations shall be deemed (i) to constitute Superpriority Claims over all administrative expense claims and claims against the Borrowers or the other Loan Parties now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order, all rights to charge the Collateral and all collateral securing the Prepetition Obligations and the Term Obligations under Section 506(c) of the Bankruptcy Code shall be waived), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code and all superpriority administrative expense claims granted to any other Person the establishment of which superpriority shall have been approved and authorized by the Bankruptcy Court, (ii) pursuant to Section 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, be secured by a perfected first priority senior security interest in and Lien upon all property of the Debtors, whether currently existing or hereafter acquired, of the same nature, scope and type as the Collateral, and any proceeds, products, rents and profits thereof in whatever form received; provided that, subject only to, and effective upon, entry of the Final Order and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, subject to the Canadian Final DIP Recognition Order, the Collateral shall include the Avoidance Proceeds.

(b) In the event of a conflict between, or inconsistency among, the Orders or the Canadian Recognition Orders, on the one hand, and any Loan Document, on the other hand, the Orders and the Canadian Recognition Orders shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere (except as specifically described below):

(i) the parties hereto agree, and the Orders and the Canadian Recognition Orders shall provide, that the Loan Parties shall not be required to prepare, file, register or publish any financing statements, mortgages, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Orders, the Canadian Recognition Orders or any other Loan Document. If any Agent (in its sole discretion) from time to time elects to prepare, file, register or publish any such financing statements, mortgages, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Collateral Agent's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered or, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the date that the Canadian Interim DIP Recognition Order is granted, and (B) shall not negate or impair the validity or effectiveness of this Section 2.15(c) or of the perfection of any other Liens in favor of the Collateral Agent, for the benefit of the Credit Parties, on the Collateral; and

(ii) except as otherwise agreed to by the Lenders (including, without limitation, in the Intercreditor Agreement) or as otherwise permitted or contemplated by this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents, the Liens, Lien priorities, Superpriority Claims and other rights and remedies granted to the Agents and the other Credit Parties pursuant to this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the Superpriority Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrowers or any other Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Cases or the Recognition Proceedings, or by any other act or omission whatsoever.

2.16 Carve-Out Funding.

(a) Until the delivery of a Carve Out Trigger Notice, the Borrowers may request U.S. Committed Borrowings in accordance with Section 2.02 to fund the Professional Fee Escrow Account as required by the Orders, and the making of each such Borrowing shall be subject to the satisfaction of the conditions set forth in Section 4.02. The proceeds of each such Borrowing shall be disbursed by the Administrative Agent directly into the Professional Fee Escrow Account.

(b) Notwithstanding anything to the contrary in this Agreement (including Sections 2.01, 2.02, 4.02 and 8.02), the delivery of a Carve Out Trigger Notice shall be deemed to constitute a Request for Credit Extension by the Lead Borrower for a U.S. Committed Borrowing in an amount equal to the Carve Out, but without duplication of any amounts that were previously funded into the Professional Fee Escrow Account.

(c) Any payment or reimbursement made on or after the delivery of a 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.

(d) All Committed Loans made pursuant to this Section 2.16, and all other funding of the Carve Out, shall constitute Obligations secured by the Collateral and shall be entitled to the Superpriority Claims and the other protections granted under this Agreement, the other Loan Documents and the Orders. The Liens of the Collateral Agent shall attach to all cash held in the Professional Fee Escrow Account and the Carve Out Account, subject only to the payment of the Case Professionals from the Carve Out, and any amounts remaining in the Professional Fee Escrow Account or the Carve Out Account after the payment in full of all allowed fees and expenses of the Case Professionals pursuant to final fee applications and orders of the Bankruptcy Court shall be returned to the Loan Parties and applied in accordance with the Orders.

(e) Except for funding the Professional Fee Escrow Account and the Carve Out Account as set forth herein and in the Orders, none of the Credit Parties shall be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals.

(f) For greater certainty, notwithstanding any other provision herein, 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, not be subject to approval by the Bankruptcy Court.

ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable Law. If the Loan Parties shall be required by applicable Law to deduct or withhold any Taxes from such payments, then (i) in the case of any Indemnified Taxes (including any Other Taxes), the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, a Lender or an L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Loan Parties shall make such deductions and (iii) the Loan Parties shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Lead Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the

Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 3.01, the Lead Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Lead Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Lead Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent as will enable the Lead Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the foregoing, in the event that any Borrower is resident for tax purposes in the United States,

(i) any Lender that is a U.S. Person shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Lead Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(ii) any Lender that is a Foreign Lender shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Lead Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(A) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable, W-8BEN), claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(B) duly completed copies of Internal Revenue Service Form W-8ECI;

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation"

described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable, W-8BEN); or

(D) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Lead Borrower to determine the withholding or deduction required to be made.

(f) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) as may be necessary for the Administrative Agent or the Borrowers to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered pursuant to Section 3.01(e) or (f) above expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Lead Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrowers, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person.

3.02 Illegality. If any Lender determines that any change in market conditions or any change in Law has made it unlawful or impractical, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA), or to determine or charge interest rates based upon the Term

SOFR Reference Rate, Term SOFR, SOFR, the Term CORRA Reference Rate, Term CORRA or CORRA, or any Governmental Authority has imposed material restrictions on the authority of such Lender to transact bankers' acceptances in the Canadian interbank market, then, on notice thereof by such Lender to the Lead Borrower through the Administrative Agent, any obligation of such Lender to make or continue SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA) or to convert Base Rate Loans to SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or CORRA Loans (or Canadian Base Rate Loans determined with reference to Term CORRA) shall be suspended until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, if necessary to avoid such illegality or impracticability, (i) in the case of any SOFR Loans or CORRA Loans, as applicable, of such Lender that are outstanding, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans or CORRA Loans, as applicable, of such Lender to Base Rate Loans (and if applicable, without reference to Term SOFR) or Canadian Base Rate Loans (and if applicable, without reference to Term CORRA), as applicable, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans or CORRA Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans or CORRA Loans, and (ii) in the case of any such Base Rate Loans or Canadian Base Rate Loans, as applicable, of such Lender that are outstanding and that are determined with reference to Term SOFR or Term CORRA, as applicable, interest upon the Base Rate Loans or Canadian Base Rate Loans, as applicable, of such Lender after the date specified in such Lender's notice shall accrue interest at the rate then applicable to Base Rate Loans or Canadian Base Rate Loans, as applicable, without reference to the Term SOFR or Term CORRA, as applicable, component thereof. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) General. Subject to Section 3.03(b) below, if the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or CORRA Loan or a conversion to or continuation thereof that (a) [reserved], (b) Adjusted Term SOFR or Adjusted Term CORRA, as applicable, cannot be determined pursuant to the definition of such term on or prior to the first day of any applicable Interest Period, (c) adequate and reasonable means do not exist for determining Adjusted Term SOFR or Adjusted Term CORRA for any requested Interest Period with respect to a proposed SOFR Loan or CORRA Loan, or (d) Adjusted Term SOFR or Adjusted Term CORRA for any requested Interest Period with respect to a proposed SOFR Loan or CORRA Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain SOFR Loans or CORRA Loans, as applicable, shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (A) the Lead Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of SOFR Loans or CORRA Loans, as applicable, or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans or Canadian Base Rate Loans, as applicable, in the amount specified therein, and (B) any outstanding affected SOFR Loans or CORRA Loans, as applicable, will be deemed to have been converted into Base Rate Loans or Canadian Base Rate Loans, as applicable, at the end of the applicable Interest Period. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

(b) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this Section 3.03(b)), upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Lead Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Lead Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Lead Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate and the Term CORRA Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or

information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Lead Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) the Lead Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans or CORRA Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Lead Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans or Canadian Base Rate Loans, as applicable, and (2) any outstanding affected SOFR Loans or CORRA Loans will be deemed to have been converted to Base Rate Loans or Canadian Base Rate Loans, as applicable, at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate or Canadian Base Rate, as applicable, based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate or Canadian Base Rate, as applicable.

3.04 Increased Costs.

(a) Increased Costs Generally. If any (i) Change in Law, or (ii) compliance by any Lender or the L/C Issuer with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority (including Regulation D of the FRB as from time to time in effect (and any successor thereto)) shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in (including, without limitation, in respect of any Letter of Credit) by, any Lender or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the Canadian interbank market any other condition, cost or expense affecting this Agreement or SOFR Loans or CORRA Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase, directly or indirectly, the cost to such Lender of making or maintaining any SOFR Loan (or any Base Rate Loan determined with reference to Term SOFR) or CORRA Loan (or any Canadian Base Rate Loan determined with reference to Term CORRA) (or of maintaining its obligation to make any such Loan), or to increase, directly or indirectly, the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other

amount) then, and in any such case, the Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify the Lead Borrower, and the applicable Borrowers shall pay within 30 days after demand therefor, such amounts as the Administrative Agent may specify to be necessary to compensate such Lender or the L/C Issuer, as the case may be, for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) the Borrowers shall not be required to provide any compensation pursuant to this Section 3.04(a) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to the Lead Borrower, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by the Administrative Agent of any amount due pursuant to this Section 3.04(a), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time, the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender or the L/C Issuer pursuant to subsection (b) of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a SOFR Loan or CORRA Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Anything to the contrary contained herein notwithstanding, none of any Agent, any Lender or any of their Participants, is required to match fund any Obligation as to which interest accrues based on Term SOFR or Term CORRA.

A certificate of the Administrative Agent or a Lender delivered to the Lead Borrower setting forth the amount that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 3.05 shall be conclusive absent manifest error. The Borrowers shall pay such amount to the Administrative Agent or such Lender, as the case may be, within ten (10) days after receipt thereof.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use commercially reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Revolving Commitments, repayment of all other Obligations hereunder, and resignation of any Agent.

3.08 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain Credit Extensions, the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to each Credit Party on account of Credit Extensions so made as if made directly by the applicable Credit Party to such Borrower, notwithstanding the manner by which such Credit Extensions are recorded on the books and records of the Lead Borrower and of any other Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower shall have joint and several liability in respect of all Obligations, without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Credit Parties, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Obligations of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other Person at any time of any right or remedy against any Borrower or against any other Person which may be or become liable in respect of all or any part of the Obligations or against any Collateral or Facility Guaranty therefor or right of offset with respect thereto. Each Borrower hereby acknowledges that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Request for Credit Extension) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Credit Extensions made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Credit Extensions, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Agent, the L/C Issuer or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other agreement or instrument referred to herein or against any other Person under any other guarantee of, or security for, any of such amounts owing hereunder. Without limiting the generality of the foregoing, each Borrower expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the Canadian Loan Parties, and each Canadian Loan Party expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the U.S. Loan Parties.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested a Credit Extension. Neither the Administrative Agent nor any other Credit Party shall have any obligation to see to the application of such proceeds therefrom.

ARTICLE IV.
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party or the Lenders, as applicable, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement sufficient in number for distribution to the Administrative Agent, each Lender and the Lead Borrower;

(ii) a Note executed by the applicable Borrowers in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) copies of each Loan Party's Organization Documents and such other documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation;

(v) [reserved];

(vi) a certificate signed by a Responsible Officer of the Lead Borrower certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been satisfied, (B) that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, and (C) either that (1) no consents, licenses or approvals (other than entry of the Interim Order and the Canadian Interim DIP Recognition Order) are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, or (2) subject to the entry of the Interim Order and the Canadian Interim DIP Recognition Order, that all such consents, licenses and approvals have been obtained and are in full force and effect;

(vii) evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Agents required under the Loan Documents have been obtained and are in effect;

(viii) [reserved];

(ix) subject to the Post-Closing Letter, the Security Documents, each duly executed by the applicable Loan Parties;

(x) the Information Certificate, the Acknowledgment and Consent to Intercreditor Agreement and all other Loan Documents, each duly executed by the applicable Loan Parties and the other parties thereto;

(xi) [reserved];

(xii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements and releases, satisfactions and discharges of any mortgages, or subordination agreements reasonably satisfactory to the Collateral Agent are being tendered concurrently with such extension of credit or other arrangements reasonably satisfactory to the Collateral Agent for the delivery of such termination statements and releases have been made;

(xiii) (A) all documents and instruments, including Uniform Commercial Code and PPSA financing statements reasonably requested by the Collateral Agent to be filed, registered or recorded to create or perfect the first priority Liens intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Collateral Agent and (B) to the extent not previously delivered to the applicable Agent or Agents under the Prepetition Credit Agreement, the Credit Card Notifications and Blocked Account Agreements required pursuant to Section 6.13 hereof;

(b) [Reserved].

(c) The Administrative Agent shall have received a Borrowing Base Certificate dated November 6, 2026, relating to the most recent week then ended, and executed by a Responsible Officer of the Lead Borrower.

(d) The Administrative Agent shall be reasonably satisfied that any financial statements delivered to it fairly present the business and financial condition of the Loan Parties and that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no Material Adverse Effect since the Petition Date.

(e) Other than the Events and Circumstances, there shall not be any pending litigation or other proceeding, the result of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) The consummation of the transactions contemplated hereby shall not violate any applicable Law or any Organization Document.

(g) All fees (together with all accrued interest, expenses, fees and other sums due and payable in respect of the Prepetition Obligations) required to be paid to the Agents pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full, and all fees required to be paid to the Lenders pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full; provided that the foregoing fees may be deducted from advances made hereunder on the Closing Date.

(h) The Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional

amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings in connection with this Agreement (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Canadian AML Legislation.

(j) No material changes in governmental regulations or policies affecting any Loan Party or any Credit Party shall have occurred prior to the Closing Date.

(k) The Debtors shall have commenced the Cases in the Bankruptcy Court. The Debtors shall have complied in full with the notice and other requirements of the Bankruptcy Code, in a manner reasonably acceptable to the Administrative Agent and its counsel, with respect to the Interim Order, and the Administrative Agent shall have received such evidence thereof as it shall reasonably require. No trustee, examiner with expanded powers or other disinterested Person with expanded powers pursuant to Section 1104 of the Bankruptcy Code shall have been appointed or designated with respect to any Loan Party or its business, properties or assets and no motion shall be pending seeking any such relief.

(l) (i) All motions (including the Bid Procedures Motion and the Store Closures Motion), proposed orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall be in form and substance satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered the "first day" orders, and (ii) a Cash Management Order approving the cash management arrangements of the parties consistent with the requirements hereof shall have been entered by the Bankruptcy Court and shall not have been stayed, vacated or reversed (in whole or in part) or amended or modified other than with the written consent of the Administrative Agent.

(m) The Interim Order shall have been entered by the Bankruptcy Court and shall be in form and substance acceptable to the Administrative Agent and shall, among other things, (i) approve the Loan Documents and authorize the Credit Extensions hereunder, (ii) modify the automatic stay, (iii) authorize and grant the Liens and Superpriority Claims described herein and in the Orders, (iv) approve the application of collections and other proceeds to the Prepetition Obligations as contemplated by Section 2.05, and (v) be in full force and effect and not have been vacated, reversed, modified, amended or stayed, and not be subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order or the relief provided for therein, except as consented to by the Administrative Agent.

(n) The Specified Liquidation Agreement received and approved by the Administrative Agent prior to the Closing Date shall be in full force and effect.

(o) The Administrative Agent shall have received and be satisfied with (i) the Initial Budget and (ii) the form of Approved Budget Variance Report.

(p) The Loan Parties shall have completed all Milestones set forth in Schedule 6.23 that are required to have been completed on or before the Closing Date.

(q) The Administrative Agent shall have received true, correct and complete copies of the DIP Term Credit Agreement and all other material DIP Term Loan Documents, all of which shall be in full force and effect, and the Administrative Agent shall, contemporaneous with the consummation of the transactions contemplated hereby, have received a principal payment under this Agreement in an amount not less than $15,000,000 from the proceeds of the DIP Term Loan thereunder.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have Consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be Consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Revolving Lender to honor any Request for Credit Extension (other than a Fixed Rate Loan Notice requesting only a continuation of SOFR Loans or CORRA Loans) and each L/C Issuer to issue each Letter of Credit is subject to the following conditions precedent (provided, however that the conditions set forth in this Section 4.02 shall not apply to any Committed Loans deemed requested by delivery of a Carve Out Trigger Notice pursuant to Section 2.16(b)):

(a) The representations and warranties of each Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date.

(b) No Default shall have occurred and be continuing, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) No injunction, writ, restraining order, or other order of any nature prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against any Borrower, any Agent, any Lender or any of their Affiliates.

(e) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the U.S. Total Revolving Outstandings shall not exceed the lesser of the Revolving Credit Ceiling or the U.S. Revolving Borrowing Base at such time.

(f) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the Canadian Total Revolving Outstandings shall not exceed the lesser of the Canadian Revolving Credit Ceiling or the Canadian Revolving Borrowing Base at such time.

(g) The amount of any requested Loan or Letter of Credit shall not exceed and, after giving effect to the requested Loan or other extension of credit hereunder, the Total Revolving Outstandings plus, until the Prepetition Obligations have been paid in full, the Prepetition Total Revolving Outstandings shall not exceed the Revolving Loan Cap at such time.

(h) (i) The Interim Order (or, when applicable, the Final Order) shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Administrative Agent and (ii) no motion for reconsideration or notice of appeal of the Interim Order (or, when applicable, the Final Order) shall have been timely filed by any Loan Party or any of its Affiliates.

(i) In the case of any Request for Credit Extension or issuance of a Letter of Credit after the Canadian Interim Order Date until the Canadian Final Order Date, the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order shall each be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect or subject to any motion for appeal or leave to appeal, in each case without the consent of the Administrative Agent.

(j) In the case of any Request for Credit Extension or issuance of a Letter of Credit after the Canadian Final Order Date, the Canadian Final DIP Recognition Order shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect or subject to any motion for appeal or leave to appeal, in each case without the consent of the Administrative Agent.

(k) Each Credit Extension shall be for the purposes and in amounts consistent with the Approved Budget (subject to the Permitted Variance).

(l) Prior to the Final Order Entry Date, after giving effect to the proposed Credit Extension, the Outstanding Amount of all Revolving Credit Extensions shall not exceed the maximum amount authorized to be extended under the Interim Order.

Each Request for Credit Extension (other than a Fixed Rate Loan Notice requesting only a continuation of SOFR Loans or CORRA Loans) submitted by the Lead Borrower shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Sections 4.02(a), (b), and (d) - (l) have been satisfied on and as of the date of the applicable Credit Extension. The conditions set forth in this Section 4.02 are for the sole benefit of the Credit Parties, but until the Required Lenders otherwise direct the Administrative Agent to cease making Loans and the L/C Issuer to cease issuing Letters of Credit, the Revolving Lenders will fund their Applicable Percentage of all Committed Loans and participate in all Swing Line Loans and Letters of Credit whenever made or issued, which are requested by the Lead Borrower and which, notwithstanding the failure of the Loan Parties to comply with the provisions of this Article IV, are agreed to by the Administrative Agent; provided, however, the making of any such Loans or the issuance of any Letters of Credit shall not be deemed a modification or waiver by any Credit Party of the provisions of this Article IV on any future occasion or a waiver of any rights of the Credit Parties as a result of any such failure to comply.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and to make Loans and to issue Letters of Credit hereunder, each Loan Party represents and warrants to the Administrative Agent and the other Credit Parties that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary thereof: (a) is a corporation, company, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation; (b) subject to any entry of the Interim Order (and, when applicable, the Final Order) and all the Canadian Recognition Orders, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or as proposed to be conducted and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party; and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization and the name under which each Loan Party conducts its business (if different), its jurisdiction of incorporation or organization, organization type, organization number, if any, issued by its jurisdiction of incorporation, formation or organization, its federal employer identification number, the address of its chief executive office and principal place of business, and, with respect to each Canadian Loan Party, the address of its registered office.

5.02 Authorization; No Contravention. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is, or is to be, a party has been duly authorized by all necessary corporate or other organizational action and does not and will not: (a) contravene the terms of any of such Person's Organization Documents; (b) conflict in any material respect with, or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries, (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) any governmental licenses, permits, authorizations, consents and approvals; except, in each case referred to in this clause (b), to the extent that any such conflict, breach, termination, contravention or default could not reasonably be expected to have a Material Adverse Effect; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than (i) Liens in favor of the Collateral Agent under the Security Documents, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens); or (d) violate any Law.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (a) the perfection or maintenance of the Liens created under the Security Documents (including the first priority nature thereof, subject, in the case of Term Priority Collateral, to the Intercreditor Agreement), (b) the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, or (c) such as have been obtained or made and are in full force and effect.

5.04 Binding Effect. Subject to the entry of the Interim Order (and, when applicable, the Final Order), this Agreement has been, and each other Loan Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 No Material Adverse Effect.

(a) [Reserved].

(b) [Reserved].

(c) The initial Approved Budget as attached hereto as Exhibit J (the "Initial Budget"), which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 6.24, has been prepared in good faith, with due care and based upon assumptions the Lead Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Lead Borrower, as of the Closing Date, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget.

(d) Since the Petition Date, except with respect to the filing of the Cases and the Events and Circumstances, there has been no other event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. (a) Other than the Events and Circumstances, and except as otherwise set forth in Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (i) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (ii) either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (b) Schedule 5.06 sets forth, as of the Closing Date, a list of suits and proceedings actually known to the Loan Parties that are filed by Store landlords before any Governmental Authority against any Loan Party.

5.07 No Default. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, no Loan Party or any Subsidiary is in default under or with respect to, or party to, any Material Contract or any Material Indebtedness. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens.

(a) Each of the Loan Parties and each Subsidiary thereof has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title and leasehold interests as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan Parties and each Subsidiary has good and marketable title to, valid leasehold interests in, or valid licenses to use, all personal property (including Intellectual Property) and assets material to the ordinary conduct of its business as currently conducted or as proposed to be conducted, free and clear of all Liens, other than Permitted Encumbrances, except (i) as otherwise set forth on Schedule

5.17(a), and (ii) such defects in title, leasehold interests and licenses as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, and, as applicable, county and state or province) of all Real Estate that is owned by the Loan Parties, together with a list of the holders of any mortgage or other Lien thereon as of the Closing Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.08(b)(2) sets forth the address (including street address, and, as applicable, county and state or province) of all Leases of the Loan Parties, together with a list of the lessor and its contact information with respect to each such Lease as of the Closing Date. Each of such Leases is in full force and effect as of the Closing Date and the Loan Parties are not in default of the terms thereof, except for such defaults as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Schedule 7.01 sets forth a complete and accurate list of all Liens in respect of Indebtedness for borrowed money (other than Liens securing the Prepetition Senior Debt and Indebtedness under the DIP Term Credit Agreement) on the property or assets of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (g) of the definition of Permitted Encumbrances, showing as of the Closing Date the lienholder thereof, the principal amount of the obligations secured thereby and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens set forth on Schedule 7.01 and other Permitted Encumbrances.

(d) Schedule 7.02 sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (f) of the definition of Permitted Investments, showing as of the Closing Date the amount, obligor or issuer and maturity, if any, thereof.

(e) Schedule 7.03 sets forth a complete and accurate list of all Indebtedness for borrowed money of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (a) of the definition of Permitted Indebtedness, showing as of the Closing Date the amount, obligor or issuer and maturity thereof. As of the Closing Date, after giving effect to the transactions contemplated hereby, the Loan Parties have no Indebtedness for borrowed money except for the Indebtedness set forth on Schedule 7.03 and other Permitted Indebtedness.

5.09 Environmental Compliance.

(a) No Loan Party or any Subsidiary thereof (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.09, to the knowledge of the Loan Parties, none of the properties currently or formerly owned or operated by any Loan Party or any

Subsidiary thereof is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state, provincial, municipal or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof.

(c) Except as otherwise set forth on Schedule 5.09, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

5.10 Insurance. The properties of the Loan Parties and their Subsidiaries are insured with financially sound and reputable insurance companies which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption and property damage insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. Each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have (a) filed (i) all United States and Canadian federal income Tax returns required to be filed, and (ii) all other material United States and Canadian federal, state, provincial and other Tax returns and reports required to be filed, and (b) have paid all such federal, state, provincial and other material Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable (other than Taxes arising prior to the Petition Date, the payment of which has been stayed by the Bankruptcy Court), except those which are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation. There is no proposed Tax assessment against any Loan Party or any Subsidiary that would, if made, have a Material Adverse Effect. No Loan Party or any Subsidiary thereof is a party to any Tax sharing agreement.

5.12 ERISA, Canadian Pension Plan Compliance.

(a) The Lead Borrower, each of its ERISA Affiliates, and each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS or an application for such a letter is currently

being processed by the IRS with respect thereto and, to the best knowledge of the Lead Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Loan Parties and each ERISA Affiliate have made all required contributions to each Plan subject to Sections 412 or 430 of the Code and to each Multiemployer Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Plan. No Lien imposed under the Code or ERISA exists or, to the knowledge of the Lead Borrower, is likely to arise on account of any Plan or Multiemployer Plan.

(b) There are no pending or, to the best knowledge of the Lead Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Lead Borrower, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

(d) All Canadian Pension Plans are duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable Laws which require registration and no event has occurred which could reasonably be expected to cause the loss of such registered status. Each Loan Party has complied with the Income Tax Act (Canada) and all applicable Laws regarding each Canadian Pension Plan, except in each case where the failure to do so could not reasonably be expected to result in any Lien (except for contribution amounts not yet due and payable) or a Material Adverse Effect. No Loan Party has sponsored, maintained, contributed to or otherwise incurred liability under a Canadian Defined Benefit Plan. All employee and employer payments, contributions or premiums required to be withheld, made, remitted or paid to or in respect of each Canadian Pension Plan and all other amounts that are due to the pension fund of any Canadian Pension Plan from any Loan Party have been withheld, made, remitted or paid on a timely basis in accordance with the terms of such plans, any applicable collective bargaining agreement or employment contract and all applicable Laws in all material respects. Any assessments owed to the Pension Benefits Guarantee Fund (or similar governmental authorities of other jurisdictions) established under the Pension Benefits Act (Ontario) (or similar pension standards legislations of other jurisdictions) in respect of any Canadian Pension Plan have been paid when due, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect. No Canadian Loan Party nor any of its Subsidiaries has any liability for any Canadian Pension Plan which has been terminated or discontinued, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect.

5.13 Subsidiaries; Equity Interests.

(a) The Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, which Schedule sets forth the legal name, jurisdiction of incorporation or formation and authorized Equity Interests of each such Subsidiary, listed by class, and setting forth the number and percentage of the outstanding Equity Interests of each such class owned directly or indirectly by the applicable Loan Party. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) in the amounts specified on Part (a) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP Term Loan Liens and Prepetition Permitted Senior Liens. Except for the mandatory redemption permitted under Section 7.03(c)(iii) hereof, no Loan Party or any of its respective Subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of any Loan Party's Subsidiaries' Equity Interests or any security convertible into or exchangeable for any such Equity Interests. The Loan Parties have no equity investments in any other corporation, partnership or entity other than those specifically disclosed in Part (b) of Schedule 5.13. Part (c) of Schedule 5.13 is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and a description of the number of shares or other Equity Interests of each such class that are issued and outstanding. All of the outstanding Equity Interests in the Loan Parties have been validly issued, and are fully paid and non-assessable and, other than with respect to the Lead Borrower, are owned in the amounts specified on Part (c) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP Term Loan Liens and Prepetition Permitted Senior Liens. Except as set forth in Schedule 5.13, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests. The copies of the Organization Documents of each Loan Party and each amendment thereto provided to the Administrative Agent on or before the Closing Date are true and correct copies of each such document, each of which is valid and in full force and effect.

(b) As of the Closing Date, TCP Canada Inc. does not own any assets, other than (x) books, records, rights and other assets associated with its existence, and (y) other immaterial assets not used in connection with any of the Loan Parties' business operations.

5.14 Margin Regulations; Investment Company Act.

(a) Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. None of the proceeds of the Credit Extensions shall be used directly or indirectly for the purpose of purchasing or carrying any Margin Stock, for the purpose of extending credit to others for the purpose of purchasing or carrying any Margin Stock, or for any purpose that violates the provisions of Regulation T, U or X of the FRB. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

(b) None of the Loan Parties, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. Each Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws. Each of the Loan Parties and each Subsidiary is in compliance (A) in all material respects with the requirements of all applicable Laws (including, without limitation, the provisions of the Bankruptcy Code and any other Debtor Relief Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (B) in all material respects with the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), (C) in all respects with the Orders and the Canadian Recognition Orders, and (D) with Sections 10.17 and 10.22.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party owns, or holds licenses in, all Intellectual Property, trade names, domain names, patent rights and other authorizations that are material to the conduct of business of the Loan Parties, taken as a whole, as currently conducted and as proposed to be conducted. Attached hereto as Schedule 5.17(a) is a true, correct, and complete listing of all registered Material Intellectual Property as to which a Loan Party is the exclusive owner or is an exclusive licensee. Attached hereto as Schedule 5.17(b) is a true, correct, and complete listing of all Franchise Agreements with respect to Borrower Intellectual Property. To the best knowledge of the Lead Borrower, (a) except as set forth on Schedule 5.17(a) and other than the Zeavion License, (i) there is no action, proceeding, claim or complaint pending or, threatened in writing to be brought against any Loan Party which might jeopardize, challenge the use or cancel the validity of any of such Person's interest in any of the foregoing registered Material Intellectual Property, except those which are not material to the conduct of business of the Loan Parties, taken as a whole, and (ii) no Material Intellectual Property (including, without limitation, any registered Material Intellectual Property set forth on Schedule 5.17(a)) infringes upon any rights held by any other Person, and (b) other than the Zeavion License, no Material Intellectual Property of any Loan Party is subject to any exclusive license for the use thereof that contains any terms or conditions that could reasonably be expected to restrict the Agents' right to utilize and/or dispose of such Material Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof. All registered Material Intellectual Property exclusively owned or exclusively licensed by, or otherwise subject to any exclusive interests of, any Loan Party or any Subsidiary is set forth on Schedule 5.17(a) hereto (as such schedule may be updated from time to time in accordance with the terms hereof). The Loan Parties have taken all commercially reasonable actions that in the exercise of their reasonable business judgment should be taken to protect the Borrower Intellectual Property, including Borrower Intellectual Property that is confidential in nature. The Loan Parties are in material compliance with all Franchise Agreements set forth on Schedule 5.17(b).

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party,

threatened which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (a) of Schedule 5.18, the hours worked by and payments made to employees of the Loan Parties comply with the Fair Labor Standards Act and any other applicable federal, state, provincial, local or foreign Law dealing with such matters, except for any noncompliance which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (b) of Schedule 5.18, no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar Law. Subject to the approval of the Bankruptcy Court and the Canadian Court, as applicable, all material payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP as a liability on the books of such Loan Party. Except as set forth on Part (c) of Schedule 5.18, no Loan Party or any Subsidiary is a party to or bound by (i) any collective bargaining agreement or (ii) any management agreement, employment agreement, bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board or any other Governmental Authority or arbitrator, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound. Each Loan Party and its Subsidiaries are in material compliance with all requirements pursuant to employment standards, labor relations, health and safety, workers compensation and human rights laws, immigration laws and other applicable employment legislation. To the knowledge of the Loan Parties, no officer or director of any Loan Party who is party to an employment agreement with such Loan Party is in violation of any term of any employment contract or proprietary information agreement with such Loan Party; and to the knowledge of the Loan Parties, the execution of the employment agreements and the continued employment by the Loan Parties of such persons, will not result in any such violation.

5.19 Security Documents.

(a) Subject to the entry of the Interim Order (and, when applicable, the Final Order) the Security Documents are effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral. The financing statements and other filings (including fixture filings) are in appropriate form and have been or will be filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable. Upon such filing and/or the obtaining of "control", in each case with respect to the relevant Collateral as required under the applicable UCC (including fixture filings) or PPSA (including fixture filings), as applicable, the Collateral Agent will have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in such Collateral, in each case prior and superior in right to any other Person, except for Permitted Encumbrances having priority under applicable Law, DIP Term Loan Liens and Prepetition Permitted Senior Liens.

(b) Subject to the entry of the Interim Order (and, when applicable, the Final Order), when each Intellectual Property Security Agreement is filed in the PTO, CIPO, if applicable, the USCO and any other applicable foreign filing or registration office, and when financing statements,

releases and other filings in appropriate form are filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable, the Collateral Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Parties in the Material Intellectual Property in which a security interest may be perfected by filing, recording or registering a security agreement, financing statement or analogous document in the PTO, the USCO, CIPO or any other foreign filing or registration office, as applicable, in each case prior and superior in right to any other Person (it being understood that subsequent recordings in the PTO, the USCO, CIPO and/or such other foreign filing or registration office as may be necessary to perfect a Lien on registered trademarks, trademark applications, copyrights and copyright applications acquired by the Loan Parties after the Closing Date).

(c) Subject to the Interim Order (and, when applicable, the Final Order), the Mortgage creates in favor of the Collateral Agent, for the benefit of the Credit Parties, a legal, valid, continuing and enforceable Lien in the Mortgaged Property (as defined in the Mortgage), the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The Mortgage has been recorded with the appropriate Governmental Authorities and, upon entry of the Interim Order (and, when applicable, the Final Order), the Collateral Agent will have a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Mortgaged Property that may be perfected by such filing (including without limitation the proceeds of such Mortgaged Property), in each case prior and superior in right to any other Person, but subject to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens.

5.20 [Reserved].

5.21 Deposit Accounts; Credit Card Arrangements.

(a) Annexed hereto as Schedule 5.21(a) is a list of all DDAs maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Blocked Account Bank.

(b) Annexed hereto as Schedule 5.21(b) is a list describing all arrangements as of the Closing Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges for sales made by such Loan Party.

5.22 Brokers. No broker or finder brought about the obtaining, making or closing of the Loans or transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith. Each Loan Party hereby jointly and severally indemnifies each Credit Party against, and agrees that such Person will hold each such Credit Party harmless from, any claim, demand or liability, including reasonable attorneys' fees, for any broker's, finder's or placement fee or commission incurred by such indemnifying party or the Lead Borrower or its Affiliates or a representative of such Person.

5.23 Customer and Trade Relations. Except for matters which, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there exists no actual or, to the knowledge of any Loan Party, threatened, termination or cancellation of, or any material adverse modification or change in, the business relationship of any Loan Party with any supplier material to its operations.

5.24 Material Contracts. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, or that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, no Loan Party is in default under any Material Contract to which such Person is a party or by which such Person is bound, the effect of which default is to cause, or to permit the other party(ies) to such Material Contract to cause, with the giving of notice if required, such Material Contract to be terminated. Set forth on Schedule 5.24 is a description of all Material Contracts of the Loan Parties, showing the parties and principal subject matter thereof and amendments and modifications thereto; provided, however, that the Lead Borrower may amend Schedule 5.24 to add additional Material Contracts so long as such amendment occurs by written notice to the Administrative Agent not later than five (5) days after the date on which such Loan Party enters into such Material Contract after the Closing Date. Except for matters which, either individually or in the aggregate, could not reasonably be expected to either result in a Material Adverse Effect or expose the Loan Parties to liabilities greater than $10,000,000 (or, with respect to a Canadian Loan Party, $1,000,000), each Material Contract (other than those that have expired at the end of their normal terms or that have been stayed upon the commencement of the Cases) (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party or its Subsidiaries and, to the best of the Lead Borrower's knowledge, each other Person that is a party thereto in accordance with its terms, (b) is not in default due to the action or inaction of any Loan Party or its Subsidiaries and (c) the consummation of the financing arrangements contemplated hereunder, will not constitute or create a default or create a right of termination under any Material Contract.

5.25 Casualty. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.26 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party nor any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws by any Person (including any Credit Party or other individual or entity participating in any transaction).

5.27 Patriot Act, Etc. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the Foreign Assets Control Regulations and any other enabling legislation or executive order relating thereto, (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act"), and (c) the Canadian AML Legislation. The

Beneficial Ownership Certification for the Borrowers most recently provided to the Agents and the Lenders hereunder is true, correct and complete in all respects.

5.28 Swap Contracts. On each date that any Swap Contract is executed by any Provider, each Loan Party satisfies all eligibility, suitability and other requirements under the Commodity Exchange Act and the Commodity Futures Trading Commission regulations.

5.29 Cases; Orders.

(a) The Cases were commenced on the Petition Date in accordance with applicable Laws and proper notice thereof under the circumstances was given for (i) the motion seeking approval of the Loan Documents, the Interim Order and the Final Order, (ii) the hearing for the entry of the Interim Order and (iii) the hearing for the entry of the Final Order (provided that notice of the final hearing will be given as soon as reasonably practicable after such hearing has been scheduled).

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed Superpriority Claims in the Cases having priority over all administrative expense claims (other than (i) the Carve Out, (ii) the CCAA Priority Charges and (iii) the priorities set forth in the Interim Order or the Final Order, as applicable) and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 506(c) (after entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to the provisions set forth in the Interim Order or the Final Order, as applicable.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order, the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, after the granting of the Canadian Interim DIP Recognition Order and pursuant to and to the extent provided in the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, the Obligations will be secured by a valid and perfected Lien on all of the Collateral subject, as to priority, to the Carve Out and the CCAA Priority Charges, all to the extent set forth in the Interim Order or the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to the Final Order Entry Date) or the Final Order (with respect to the period on and after the Final Order Entry Date), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Orders.

(e) The Canadian Interim DIP Recognition Order (with respect to the period on and after the granting of the Canadian Interim DIP Recognition Order and prior to the Canadian Final DIP Recognition Order date of issuance) or the Canadian Final DIP Recognition Order (with respect to the period on and after the granting of the Canadian Final DIP Recognition Order date of issuance), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent,

modified or amended. The Loan Parties are in compliance in all respects with the Canadian Recognition Orders to the extent granted.

(f) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order, as the case may be, and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Recognition Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Credit Parties shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable Law.

ARTICLE VI.
AFFIRMATIVE COVENANTS

Until payment in full of the Obligations in accordance with Section 1.02(d) hereof, the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.02, and 6.03) cause each Subsidiary to:

6.01 [Reserved].

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent:

(a) [reserved];

(b) within five (5) Business Days (or such longer period agreed to by the Administrative Agent in its sole discretion) of each Fiscal Month, a duly completed Compliance Certificate signed by a Responsible Officer of the Lead Borrower, which shall include, without limitation, (A) except for those payments which have been stayed upon the commencement of the Cases, a certification as to the amount, if any, of rent under any Leases, and any obligations and liabilities with respect to Taxes, that have not been timely paid, (B) a certification as to the receipt of notice, if any, as to any obligations or liabilities with respect to utilities and/or insurance premiums that have not been timely paid, (C) to the extent not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this clause, a description of any new Subsidiary and a listing of any new registrations, and new applications for registration, of Intellectual Property acquired or made by any Loan Party or any abandoned or lapsed registered Intellectual Property of any Loan Party, and (D) to the extent applicable, a reconciliation of tariff-refund-related accounting (including with respect to Tariff Refund Assets and Tariff Refund Proceeds) to the calculations described in Section 1.03(c);

(c) on the fifth (5^{th}) Business Day after the end of each week, a certificate, signed and certified as complete and correct by a Responsible Officer of the Lead Borrower, in the form of Exhibit G or in such other form as the Administrative Agent may agree in writing (a "Borrowing Base Certificate") (which shall include separate line items for the Carve Out Reserve, and, if applicable, Tariff Refund Assets, Tariff Refund Proceeds, the Tariff Refund Reserve and tariff-related Inventory valuation adjustments) showing each Borrowing Base, the Aggregate Revolving Borrowing Base, each Term Borrowing Base and the Term Aggregate Borrowing Base, in each case, as of the close of business on the immediately preceding Saturday (and in each case, including Excess Availability);

(d) on Friday of each week (or, if Friday is not a Business Day, on the next succeeding Business Day), (i) a schedule of all Eligible Trade Receivables indicating the aging of each such Account, (ii) an accounts payable aging report, in each case, as of the last day of the prior calendar month or the prior calendar week, as applicable, and (iii) all supporting materials related to the Term Borrowing Base to the extent delivered to the Term Agent under the DIP Term Credit Agreement;

(e) upon the request of the Administrative Agent or its auditors, appraisers, accountants, consultants or other representatives, copies of each of the Lead Borrower's federal income tax returns, and any amendments thereto;

(f) promptly upon the reasonable request of the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by its public accounting firm in connection with the accounts or books of the Loan Parties or any Subsidiary, or any audit of any of them, in each case to the extent permitted by the policies of its public accounting firm at such time;

(g) promptly after the same are available, copies of each annual report, proxy or financial statement, or other document, report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party files with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or with any national or foreign securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(h) the financial and collateral reports described on Schedule 6.02 hereto, at the times set forth in such Schedule;

(i) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement which indicate a breach or default of any such document, in each case not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(j) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Loan Parties (or upon the reasonable request of the Administrative Agent or its respective auditors, appraisers, accountants, consultants or other representatives), (i) a certificate executed by an authorized officer of the Lead Borrower certifying the existence and adequacy of the property and casualty insurance program carried by the Loan Parties and their Subsidiaries, and (ii) a written summary of said program identifying the name of each insurer, the number of each policy and expiration date of each policy, the amounts and types of each coverage, and a list of exclusions and deductibles for each policy;

(k) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority (including, without limitation, the SEC (or comparable agency in any applicable non-U.S. jurisdiction)) concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other operational results of any Loan Party or any Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(l) promptly after the Administrative Agent's request therefor, copies of all Material Contracts and documents evidencing Material Indebtedness;

(m) promptly after the Administrative Agent's request therefor, a calculation of the Term Total Outstandings in form and substance reasonably satisfactory to the Administrative Agent;

(n) (i) promptly following receipt by any Loan Party, copies of any amendments, supplements, modifications, waivers, consents and forbearances under the Term Documents, the Mithaq Subordinated Notes, the Mithaq Subordination Agreement and any material notices received from any lender or agent of, under or with respect to the Term Obligations (including, without limitation, the Term Agent) not otherwise provided to the Administrative Agent under the Loan Documents, and (ii) as and when due or otherwise provided pursuant to the DIP Term Credit Agreement, all material notices and all reports and information delivered to the Term Agent to the extent not otherwise provided to the Administrative Agent under the Loan Documents;

(o) promptly after any Agent's or any Lender's request therefor, (i) such information as requested pursuant to Section 10.17 hereof, (ii) confirmation of the accuracy of the information set forth in the most recent Beneficial Ownership Certification for the Borrowers provided to the Agents and the Lenders, and (iii) a new Beneficial Ownership Certification for the Borrowers (which the Borrowers shall provide when the individual(s) to be identified as a beneficial owner have changed, regardless of whether any Agent or any Lender has made a request therefor);

(p) concurrently with the delivery of each Compliance Certificate referred to in Section 6.02(b) for each Fiscal Quarter, the Loan Parties shall provide the Administrative Agent with written notice of any additional registered Material Intellectual Property (not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this Section 6.02(p)), as required pursuant to Sections 6.4(a) and (b) of the Security Agreement or the Canadian Security Agreement, as applicable;

(q) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents and/or the Term Documents, as applicable, to the extent delivered to the Term Agent under the DIP Term Credit Agreement, or as the Administrative Agent or any Lender may from time to time reasonably request;

(r) [reserved];

(s) within twenty (20) days after the end of each Fiscal Month (or, while an Event of Default is continuing, more frequently while an Event of Default is continuing, as the Administrative Agent may request), a report in form and substance satisfactory to the Administrative Agent (a "Tariff Refund Report") covering entries, entry summaries, claims filed or expected, claim status, claimed, expected, denied and received amounts, Tariff Refund Proceeds, the Tariff Refund Reserve, Inventory valuation adjustments, cash-routing information and all Tariff Reimbursement Claims, including claimant identity, basis, estimates, reserves, payments, credits and status but, in each case, only to the extent applicable in any Fiscal Month.

Financial statements and any related deliverables required to be delivered pursuant to Sections 6.02(g) (to the extent any such documents are included in materials otherwise filed with the SEC) (x) shall be deemed satisfactory for the purposes of this Agreement in the form and substance filed with the SEC and (y) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on

which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Lead Borrower's behalf on EDGAR or another Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Lead Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Lead Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Lead Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance, the Lead Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties hereby acknowledge that the Administrative Agent may make available materials or information provided by or on behalf of the Loan Parties hereunder (collectively, "Borrower Materials") to the Lenders and the L/C Issuer by posting the Borrower Materials on IntraLinks, SyndTrack or another similar secure electronic transmission system (the "Platform"). Each Loan Party further agrees that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities). The Loan Parties shall be deemed to have authorized the Administrative Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). The Administrative Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

The Loan Parties and the Administrative Agent hereby agree that the delivery of any Borrowing Base Certificate through the Portal, subject to the Administrative Agent's authentication process, by such other electronic method as may be approved by the Administrative Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate each Borrowing Base, the Aggregate Revolving Borrowing Base, each Term Borrowing Base and the Term Aggregate Borrowing Base, respectively, as may be approved by the Administrative Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of the Lead Borrower to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by the Lead Borrower and delivered to the Administrative Agent.

6.03 Notices. Promptly notify the Administrative Agent:

(a) of the occurrence of any Default;

(b) except for those resulting from the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, any default under, or termination of, a Material Contract or with respect to Material Indebtedness of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation,

proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or any administrative or arbitration proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;

(c) of any undischarged or unpaid judgments or decrees in excess of $1,500,000, individually or in the aggregate;

(d) of the occurrence of any ERISA Event or Canadian Pension Event;

(e) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(f) of any change in any Loan Party's senior executive officers;

(g) of the discharge by any Loan Party of its present public accounting firm or any withdrawal or resignation by such public accounting firm;

(h) of any collective bargaining agreement or other labor contract to which a Loan Party becomes a party, the application for the certification of a collective bargaining agent, or any labor negotiations or strikes;

(i) of the filing of any Lien for unpaid Taxes against any Loan Party;

(j) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation, expropriation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;

(k) (i) of any failure by any Loan Party to pay rent or such other amounts due at (x) any distribution centers or warehouses, or (y) any of such Loan Party's locations when such rent or such other amounts first came due following the Petition Date, unless such non-payment was permitted under the Bankruptcy Code or pursuant to an order of the Bankruptcy Court or the Canadian Court and (ii) notice of termination of any Lease;

(l) of the termination, discharge, or resignation of any Loan Party Advisor;

(m) of the receipt or delivery of any material notice (including, without limitation, any notice of any breach or alleged breach) under the Purchase Agreement, Specified Liquidation Agreement or any agency agreement, asset purchase agreement or other contract relating to a Permitted Sale by any party thereto;

(n) of the occurrence of any "Default" or "Event of Default" (or comparable terms) under (and as defined in) the Term Documents, the Mithaq Subordinated Notes or the Mithaq Subordination Agreement;

(o) of the occurrence of (i) any payment default by any franchisee or other counterparty with respect to any amounts in excess of $100,000 and that is outside the ordinary course of business, or (ii) any material "default" or "event of default" or other material breach (or comparable terms) by a franchisee or other counterparty with respect to which any applicable Loan

Party sends a written notice to such franchisee or other counterparty, in each case, under any Franchise Agreements; and

(p) of the assertion of any claim against any registered Material Intellectual Property that would reasonably be expected to have a Material Adverse Effect or otherwise could reasonably be expected to result in a liability of the Loan Parties in excess of $1,250,000.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the Lead Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge in full as the same shall become due and payable, all its post-petition obligations and liabilities, including (a) all post-petition tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, (b) all post-petition lawful claims (including, without limitation, claims for labor, materials and supplies and claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators and carriers) which, if unpaid, would by law become a Lien upon its property (other than a Permitted Encumbrance), and (c) all post-petition Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, except, in each case, where (a) the validity or amount thereof (other than payroll taxes or taxes that are the subject of a United States federal or Canadian federal or provincial tax Lien) is being contested in good faith by appropriate proceedings diligently conducted, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. The Lead Borrower will, upon request, furnish the Collateral Agent with proof satisfactory to the Collateral Agent indicating that the Loan Parties and their Subsidiaries have made the payments or deposits described in clause (a) above. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings, and in all cases, the Approved Budget (subject to the Permitted Variance), each Loan Party shall, and shall cause each of its Subsidiaries to, pay in conformity with its customary practice all accounts payable incident to the operations of such Person not referred to in this Section 6.04, above. Nothing contained herein shall be deemed to limit the rights of the Agents with respect to determining Reserves pursuant to this Agreement.

6.05 Preservation of Existence, Etc. Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05. Preserve, renew and not abandon or let lapse any of its registered Material Intellectual Property, except for Permitted Dispositions.

6.06 Maintenance of Properties.

(a) Keep its properties in such repair, working order and condition, and shall from time to time make such repairs, replacements, additions and improvements thereto, as are reasonably necessary for the efficient operation of its business and shall comply at all times in all material respects with all material franchises, licenses and leases to which it is party so as to prevent any loss or forfeiture thereof or thereunder, except in each case where (i) compliance is at the time being contested in good faith by appropriate proceedings and (ii) failure to comply with the

provisions being contested has not resulted, and which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable actions to possess and maintain all Related Intellectual Property and own all right, title and interest in and to, or have a valid license for, all such Related Intellectual Property (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property). No Loan Party nor any of its Subsidiaries shall take any action, or fail to take any action, that could reasonably be expected to (i) result in the invalidity, abandonment, misuse, lapse, or unenforceability of Material Intellectual Property (except, in each case under this clause (i), (x) as otherwise set forth on Schedule 5.17, (y) for Permitted Dispositions or (z) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property); or (ii) infringe upon or misappropriate any rights of other Persons except, in the case of this clause (ii), as could not reasonably be expected to have a Material Adverse Effect. Take all commercially reasonable steps, including, in any proceeding before the PTO, the USCO and/or the CIPO, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Borrower Intellectual Property, including, filing of applications for renewal, affidavits of use and affidavits of incontestability (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property).

(c) Do all things reasonably necessary in order to comply with all Environmental Laws at any Real Estate or otherwise in connection with their operations noncompliance with which could reasonably be expected to have a Material Adverse Effect, and obtain all permits and other governmental authorizations for their operations under applicable Environmental Laws other than such permits and other authorizations the failure of which to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Maintain, preserve and protect all of its FF&E material to the operation of its business in working order and condition, ordinary wear and tear excepted; and make all reasonably necessary repairs thereto and renewals and replacements thereof, except, in each case, where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies reasonably acceptable to the Administrative Agent and not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business and operating in the same or similar locations or as is required by applicable Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are reasonably acceptable to the Administrative Agent.

(b) Cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a non-contributing mortgage clause (regarding improvements to real property) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of

the Loan Parties, Credit Parties or any other Person shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(c) Cause commercial general liability policies to be endorsed to name the Collateral Agent as an additional insured.

(d) Cause business interruption policies to name the Collateral Agent as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, the Administrative Agent, the Collateral Agent or any other party shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(e) Cause each such policy referred to in Section 6.07(b) to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium, except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason, except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent.

(f) Deliver to the Collateral Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(g) If at any time the area in which any Mortgaged Property is located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as is reasonable and customary for similarly situated companies, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, and, upon the request of the Administrative Agent or any Lender, deliver evidence of such flood insurance to the Administrative Agent or such Lender, in form and substance reasonably acceptable to the Administrative Agent or such Lender, or (ii) a "Zone 1" area, obtain earthquake insurance in such total amount as is reasonable and customary for similarly situated companies.

(h) Maintain for themselves and their Subsidiaries, a Directors and Officers insurance policy, and a "Blanket Crime" policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated, and will upon request by the Administrative Agent furnish the Administrative Agent certificates evidencing renewal of each such policy.

(i) Permit any representatives that are designated by the Collateral Agent to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby. The Loan Parties shall pay the reasonable fees and expenses of any representatives retained by the Collateral Agent to conduct any such inspection.

(j) If any Loan Party or its Subsidiaries fails to maintain such insurance and/or fails to provide the Collateral Agent with satisfactory evidence thereof, in accordance with this Section 6.07, the Collateral Agent may, in its reasonable discretion, purchase insurance at the Borrowers' expense to protect the Credit Parties' interests ("Lender Insurance"), and the costs for such Lender Insurance (including the insurance premium, interest, and any other charges that may be imposed with the placement of such Lender Insurance, until the effective date of the cancellation or expiration of such Lender Insurance) shall be due and payable by the Borrowers on demand, and may be added to the Borrowers' total outstanding Obligations. Such Lender Insurance may not protect the Loan Parties' interests or claims. The Borrowers may later cancel any Lender Insurance, but only after providing the Collateral Agent with evidence that the Borrowers have obtained the insurance coverage required by this Agreement. Notwithstanding any of the foregoing, there shall be no responsibility on the Collateral Agent's part for obtaining any insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims.

None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply (a) in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect, (b) with Sections 10.17 and 10.22, (c) in all material respects with (i) the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), and (ii) Part IV of the CCAA, the rules of the Canadian Court and any order of the Canadian Court (other than the Canadian Recognition Orders), and (d) in all respects with the Orders and the Canadian Recognition Orders, except in the case of the preceding clauses (a) and (b), non-compliance thereof is permitted by the Bankruptcy Code, Part IV of the CCAA or an order of the Canadian Court (including the Canadian Recognition Orders as applicable.

6.09 Books and Records; Accountants.

(a) (i) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Subsidiary, as the case may be; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Loan Parties or such Subsidiary, as the case may be.

(b) At all times retain BDO USA or another public accounting firm which is reasonably satisfactory to the Administrative Agent and instruct such public accounting firm in

writing to cooperate with, and be available to, the Administrative Agent or its representatives to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such public accounting firm, as may be raised by the Administrative Agent; provided that the Lead Borrower shall be entitled to participate in any such meetings or discussions. The Lead Borrower hereby irrevocably authorizes and directs all auditors, accountants, or other third parties to deliver to the Administrative Agent, at the Borrowers' expense, copies of the Borrowers' financial statements, papers related thereto, and other accounting records of any nature in their possession, and to disclose to the Administrative Agent any information they may have regarding the Collateral or the financial condition of the Borrowers, in each case to the extent permitted by the policies of such auditors, accountants or other third parties at such time; provided that the Lead Borrower shall be entitled to be provided with copies of any such financial statements, papers, accounting records or disclosures contemporaneously therewith.

6.10 Inspection Rights.

(a) Permit, and provide commercially reasonable cooperation with, representatives, Affiliates and independent contractors of the Administrative Agent (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) (who may be accompanied by the Lenders or representatives thereof) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and public accounting firm, all at the expense of the Loan Parties and at such reasonable times during normal business hours on one occasion per each Fiscal Year, upon reasonable advance notice to the Lead Borrower; provided, however, that when an Event of Default has occurred and is continuing, the Administrative Agent (or any of its representatives, Affiliates or independent contractors) may do any of the foregoing at the expense of the Loan Parties, as often as the Administrative Agent may request in its reasonable discretion, and at any time during normal business hours and without advance notice.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit, and provide commercially reasonable cooperation with, the Administrative Agent or professionals (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) retained by the Administrative Agent to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Lead Borrower's practices in the computation of the Borrowing Base and/or the Term Borrowing Base and (ii) the assets included in the Borrowing Base and/or the Term Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. During the pendency of the Cases, the Administrative Agent may cause appraisals, commercial finance examinations and other evaluations to be undertaken at such times and with such frequency as the Administrative Agent may determine in its reasonable discretion (and without imposing undue burden on the operation of the business of the Loan Parties), in each case at the expense of the Loan Parties.

(c) [Reserved].

(d) Permit the Administrative Agent, from time to time, to engage a geohydrologist, an independent engineer or other qualified consultant or expert, reasonably acceptable to the Administrative Agent, at the expense of the Loan Parties, to undertake Phase I environmental site

assessments during the term of this Agreement of the Mortgaged Property, provided such assessments may only be undertaken (i) during the continuance of a Default, (ii) if a Loan Party receives any notice or obtains knowledge of (A) any potential or known release of any Hazardous Materials at or from any Mortgaged Property, notification of which must be given to any Governmental Authority under any Environmental Law, or notification of which has, in fact, been given to any Governmental Authority, or (B) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental health or safety matter affecting any Loan Party or any Mortgaged Property from any Person (including, without limitation, the Environmental Protection Agency); provided further that one such assessment may be undertaken from and after the Closing Date at the Loan Parties' expense without the requirement that any such event shall have occurred. Environmental assessments may include detailed visual inspections of the Real Estate, including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are reasonably necessary for a determination of the compliance of the Real Estate and the use and operation thereof with all applicable Environmental Laws. The Borrowers will, and will cause each of their Subsidiaries to, cooperate in all respects with the Administrative Agent and such third parties to enable such assessment and evaluation to be timely completed in a manner reasonably satisfactory to the Administrative Agent.

(e) No Borrowing Base calculation shall include Collateral obtained outside the ordinary course of business until completion of applicable appraisals and commercial finance examinations (which shall not be included in the limits provided above, but such appraisals and commercial finance examinations shall only be conducted with the consent of the Lead Borrower) satisfactory to the Administrative Agent.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions solely in accordance with the Orders or the Canadian Recognition Orders, the Approved Budget (subject to the Permitted Variance) and the terms of this Agreement, (a) to pay costs, fees and expenses related to the Cases and the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), (b) to pay adequate protection payments permitted by the Orders, (c) to repay the Prepetition Obligations as provided in the Orders and Section 2.05, (d) to fund the Carve Out and to make payments under the Carve Out in accordance with this Agreement and the Orders, and (e) to fund the working capital needs and expenditures of the Debtors during the Cases, in each case to the extent expressly permitted under applicable Law and the Loan Documents.

6.12 Additional Loan Parties.

(a) Notify the Administrative Agent at the time that any Person becomes a Subsidiary or is otherwise required to join as a Loan Party, and promptly thereafter (and in any event within fifteen (15) days (or such longer period as the Administrative Agent may agree)), cause any such Person to (i) become a Loan Party by executing and delivering to the Administrative Agent a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (ii) grant a Lien to the Collateral Agent on such Person's assets to secure the Obligations to the extent required under the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), (iii) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (i) above), and (iv) if any Equity Interests or Indebtedness of such Person are owned by or on behalf

of any Loan Party, to pledge such Equity Interests and promissory notes evidencing such Indebtedness to the extent required under the Security Documents. In no event shall compliance with this Section 6.12 waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.12 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Subsidiary, an approval of such Person as a Borrower or permit the inclusion of any acquired assets in the computation of the Borrowing Base. At all times, the Loan Parties shall cause each Subsidiary that is a "Loan Party" (as defined in the DIP Term Credit Agreement) to remain a Loan Party under the Loan Documents, except to the extent a release of such Loan Party from its obligations under the Term Documents and the Loan Documents is permitted pursuant to the terms of the Term Documents and the Loan Documents.

(b) Prior to the acquisition by TCP Canada Inc. of any assets (other than the assets described in Section 5.13(b) hereof or other assets not of the same type that constitute Collateral (which other assets are not used in connection with any of the Loan Parties' business operations)), cause such Person to (A) become a Loan Party by executing and delivering to the Agents a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a Lien to the Collateral Agent on such Person's assets to the extent required by the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), and (C) deliver to the Agents documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (A), subject to customary assumptions and qualifications), all of the foregoing to be in form, content and scope reasonably satisfactory to the Administrative Agent.

6.13 Cash Management.

(a) To the extent not previously delivered to the Administrative Agent, if requested by the Administrative Agent:

(i) deliver to the Administrative Agent copies of notifications (each, a "Credit Card Notification") substantially in the form attached hereto as Exhibit H which have been executed on behalf of such Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 5.21(b); and

(ii) enter into a blocked account agreement for each Blocked Account, in each case in form and substance satisfactory to the Agents (each, a "Blocked Account Agreement"), with the applicable Blocked Account Bank; provided that, for the avoidance of doubt, no Blocked Account Agreements shall be required with respect to any Excluded Accounts; provided further that, notwithstanding anything to the contrary in this Agreement, the Administrative Agent may from time to time, in its sole discretion, elect not to require Blocked Account Agreements on DDAs that are exclusively used for disbursements.

(b) (i) Each Credit Card Notification shall require the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all payments due from Credit Card Issuers and Credit Card Processors, and (ii) the Borrowers shall cause each depository institution (including those listed on Schedule 5.21(a)) to cause the ACH or wire transfer no less frequently than daily (and whether or not there are then any

outstanding Obligations) to a Blocked Account of all amounts on deposit in each DDA (other than Excluded Accounts).

(c) Each Blocked Account Agreement shall require, subject to the Cash Management Order, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to each concentration account maintained by the Collateral Agent at Wells Fargo Bank or its Affiliates (each, a "Concentration Account"), of all cash receipts and collections, including, without limitation, the following (except to the extent provided in Section 6.13(l) in respect of the Canadian Operating Account):

(i) all available cash receipts (x) from the sale of Inventory, and (y) from the sale of other assets (whether or not constituting Collateral);

(ii) all proceeds of collections of Accounts;

(iii) all Net Proceeds, and all other cash payments received by a Loan Party from any Person or from any source or on account of any Disposition or other transaction or event, including, without limitation, any Prepayment Event;

(iv) the then contents of each DDA (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject DDA by the depository institution at which such DDA is maintained);

(v) the then entire ledger balance of each Blocked Account (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject Blocked Account by the Blocked Account Bank);

(vi) the proceeds of all credit card charges; and

(vii) all Tariff Refund Proceeds.

Prior to the exercise of remedies provided for in Section 8.02 (or before the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), subject to the Cash Management Order, all amounts received in a Concentration Account from any source, including the Blocked Account Banks, shall be applied by the Administrative Agent in the order set forth in Section 2.05(i).

(d) [Reserved].

(e) Each Concentration Account shall at all times be under the sole dominion and control of the Collateral Agent. The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no right of withdrawal from a Concentration Account, (ii) subject to entry of the Interim Order (and, when applicable, the Final Order) the funds on deposit in a Concentration Account shall at all times be collateral security for all of the Obligations and the Prepetition Obligations, and (iii) subject to the Cash Management Order, the Canadian Interim DIP Recognition Order and/or the Canadian Final DIP Recognition Order, as applicable, the funds on deposit in a Concentration Account shall be applied as provided in this Agreement.

(f) In the event that any Loan Party receives or otherwise has dominion and control of any proceeds or collections described in Section 6.13(c), such proceeds and collections shall be

held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(g) Upon the request of the Administrative Agent, the Loan Parties shall cause bank statements and/or other reports to be delivered to the Administrative Agent not less often than monthly, accurately setting forth all amounts deposited in each Blocked Account to ensure the proper transfer of funds as set forth above.

(h) Notwithstanding anything to the contrary contained in this Section 6.13 and in all cases subject to the Orders and the Cash Management Order, prior to the Discharge of Term Obligations, (i) prior to the delivery of an ABL Termination Declaration, all Net Proceeds of Term Priority Collateral (other than Net Proceeds of Franchise Receivables which may be used to pay disbursements in accordance with the Approved Budget) shall be remitted to the Term Loan Priority Account and (ii) on and after the occurrence of delivery of an ABL Termination Declaration, all Net Proceeds (as defined, solely for the purposes of this Section 6.13(h), in the DIP Term Credit Agreement as in effect as of the Closing Date) of Term Priority Collateral shall, to the extent required under the DIP Term Credit Agreement (as in effect as of the Closing Date), be deposited, as and when received, into a Term Loan Priority Account. No Loan Party shall deposit, or cause to be deposited, any funds into the Term Loan Priority Account other than proceeds of the Term Priority Collateral.

(i) [Reserved].

(j) Subject to the Cash Management Order, cause all Tariff Refund Proceeds to be paid directly into a Blocked Account that is subject to a Blocked Account Agreement, and designate such Blocked Account in all CBP, CAPE, customs broker, customs counsel, claims administrator, Governmental Authority, portal, platform and payment-instruction records. If direct deposit of Tariff Refund Proceeds into such a Blocked Account is not available, the Loan Parties shall, subject to the Cash Management Order, use the available payment instruction that is most protective of the Credit Parties, shall hold any such Tariff Refund Proceeds in trust for the Collateral Agent, and shall, not later than the Business Day after receipt thereof, transfer all such Tariff Refund Proceeds into a Blocked Account that is subject to a Blocked Account Agreement.

(k) The Loan Parties shall comply in all respects with the Cash Management Order.

(l) Notwithstanding anything to the contrary in this Section 6.13, and in all cases subject to the Cash Management Order and the Canadian Recognition Orders, with respect to the Deposit Account of the Canadian Borrower maintained at The Toronto-Dominion Bank with an account number ending in 2498, into which cash receipts and collections are concentrated and from which disbursements are made (the "Canadian Operating Account"), the Loan Parties shall: (i) not make, or permit to be made, any disbursement, withdrawal, payment or transfer from the Canadian Operating Account other than disbursements in the amounts, to the payees and of the types set forth as operating disbursements in the then-applicable Approved Budget for the applicable period, in each case subject only to the Permitted Variance; and in no event shall the Loan Parties make any disbursement or transfer from the Canadian Operating Account to any Subsidiary or to any other Loan Party or any Subsidiary of any other Loan Party; (ii) on each Business Day (or at such other intervals as the Administrative Agent may direct), remit, or cause to be remitted, to a Concentration Account the entire then-current ledger balance of the Canadian Operating Account, net only of amounts required to fund the disbursements permitted under clause (i) above for the applicable

period, and the Loan Parties shall not retain, accumulate or hold in the Canadian Operating Account any amounts in excess of the amounts required to fund the disbursements permitted under clause (i) for the then-applicable Approved Budget period; to the extent the Canadian Borrower repatriates any funds to any U.S. Loan Party, such funds shall be remitted to, prior to the Discharge of ABL Obligations, to the Concentration Account maintained at JPMorgan Chase with an account ending in 7701 and thereafter to the Term Loan Priority Account and shall be disbursed or applied solely with the Administrative Agent's consent; (iii) notwithstanding clause (i), nothing herein shall prohibit, and the Loan Parties shall remain obligated to make, disbursements from the Canadian Operating Account consisting of amounts required to comply with any order of a court of competent jurisdiction, including the Bankruptcy Court and any Canadian Court; and (iv) commencing on the first Business Day of the first full week following the Closing Date, and on each Business Day (or at such other intervals as the Administrative Agent may direct) thereafter, deliver to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, bank statements for, and a reconciliation of, the Canadian Operating Account evidencing that (x) only disbursements permitted under clause (i) (or clause (iii)) were made from the Canadian Operating Account and (y) the net balance was remitted to a Concentration Account in accordance with clause (ii). Any failure to comply with this Section 6.13(l) shall constitute an immediate Event of Default. For the avoidance of doubt, nothing in this Section 6.13(l) limits the Loan Parties' obligations under Section 6.13(c) or the Administrative Agent's or Collateral Agent's rights with respect to the Canadian Operating Account under this Agreement, the Cash Management Order or any Blocked Account Agreement.

6.14 Information Regarding the Collateral.

(a) Furnish to the Administrative Agent at least thirty (30) days' prior written notice of any change in: (i) any Loan Party's name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it, any location, office or facility at which Collateral owned by it is located (including the establishment of any such new location, office or facility), or, in the case of a Canadian Loan Party, its registered office; (iii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iv) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of organization. The Loan Parties agree not to effect or permit any change referred to in the preceding sentence unless all filings (including fixture filings) have been made under the UCC, the PPSA or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral (subject only to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens) for its own benefit and the benefit of the other Credit Parties.

(b) From time to time as may be reasonably requested by the Administrative Agent, the Lead Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Closing Date that, if existing or occurring on the Closing Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Credit Parties' consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise

prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Credit Parties' waiver of any Default resulting from the matters disclosed therein.

6.15 Physical Inventories.

(a) Cause not less than one (1) physical inventory to be undertaken, at the expense of the Loan Parties, in each twelve month period, conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding inventory or as otherwise may be satisfactory to the Collateral Agent. The Collateral Agent and any Lender, at the expense of the Loan Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaken on behalf of any Loan Party. Upon the request of the Collateral Agent, the Lead Borrower shall provide the Collateral Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory undertaken by a Loan Party) and shall post such results to the Loan Parties' stock ledgers and general ledgers, as applicable.

(b) The Collateral Agent, in its discretion, if any Default shall have occurred and be continuing, may cause such additional inventories to be taken as the Collateral Agent determines (each, at the expense of the Loan Parties).

6.16 Environmental Laws. (a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws; (b) obtain and renew all environmental permits appropriate or necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP.

6.17 Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments (including Intellectual Property filings), and take all such further actions (including the filing and recording of financing statements, Intellectual Property filings and other documents), that may be required under any applicable Law, or which any Agent may request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties. The Loan Parties also agree to provide to the Agents, from time to time upon request, evidence satisfactory to the Agents as to the perfection and priority of the Liens created or intended to be created by the Security Documents. Notwithstanding anything to the contrary contained in this clause (a), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(b) If any material assets are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of the Security Documents upon acquisition thereof), notify the Agents thereof, and the Loan

Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be reasonably necessary or shall be reasonably requested by any Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section 6.17, all at the expense of the Loan Parties. In no event shall compliance with this Section 6.17(b) waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.17(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute Consent to the inclusion of any acquired assets in the computation of the Borrowing Base. Notwithstanding anything to the contrary contained in this clause (b), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(c) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause each of its customs brokers, freight forwarders, consolidators and other carriers which, individually, have control over, and/or hold the documents evidencing ownership of, Inventory or other Collateral of the Loan Parties with an aggregate retail value in excess of ten percent (10%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time to deliver a Customs Broker Agreement to the Collateral Agent and (ii) simultaneously with the delivery to the Term Agent, deliver to the Collateral Agent a Customs Broker Agreement with each such customs broker, freight forwarder, consolidator or other carrier for which such an agreement has been provided to the Term Agent.

(d) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause any of its landlords with respect to Real Estate acquired or leased after the Closing Date to deliver a Collateral Access Agreement to the Collateral Agent in such form as the Collateral Agent may reasonably require if the aggregate retail value of the Inventory or other Collateral of the Loan Parties at any such location exceeds five percent (5%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time and (ii) simultaneously with the delivery to the Term Agent, deliver to the Collateral Agent a Collateral Access Agreement for any Real Estate for which a Collateral Access Agreement has been provided to the Term Agent.

(e) Notwithstanding the foregoing, the Collateral Agent shall not enter into any Mortgage in respect of any improved Real Estate acquired by any Loan Party after the Closing Date unless the Collateral Agent has provided to the Revolving Lenders (i) if such Mortgage relates to an improved Real Estate not located in a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), a completed Flood Certificate with respect to such improved Real Estate from a third-party vendor at least ten (10) Business Days prior to entering into such Mortgage, or (ii) if such Mortgage relates to an improved real property located in such a "flood hazard area", the following documents with respect to such improved Real Estate at least thirty (30) days prior to entering into such Mortgage: (1) a completed Flood Certificate from a third party vendor; (2) (A) a notification to the Lead Borrower that such real property is located in such a "flood hazard area" and (if applicable) notification to the Lead Borrower that flood insurance coverage is not available and (B) evidence of the receipt by the Lead Borrower of such notice; and (3) if required by applicable Laws (including, without limitation, the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect), evidence of required flood insurance; provided that the Collateral Agent may enter into any such Mortgage prior to the notice period specified above if the Collateral Agent shall have received confirmation from each applicable Revolving Lender that such Revolving Lender has completed any necessary flood insurance due diligence to its reasonable satisfaction. Notwithstanding anything to the contrary contained herein (including this Section 6.17 and Section 10.01) or in any other Loan Document, (x) the Collateral Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Revolving Lenders has

received forty-five (45) days' prior written notice thereof and the Collateral Agent has received confirmation from each Revolving Lender that such Revolving Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Insurance Laws or as otherwise satisfactory to such Revolving Lender, and (y) at any time that the Real Estate or any other real property is included in the Collateral, no addition, increase, renewal or extension of any Loan, Letter of Credit or Commitment hereunder shall be consummated until the completion of flood due diligence, documentation and coverage as required by the Flood Insurance Laws or as otherwise satisfactory to all Revolving Lenders.

(f) Notwithstanding anything to the contrary contained herein (including this Section 6.17) or in any other Loan Document, the Agents shall not accept delivery of any joinder to any Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and the Administrative Agent and the Lenders have completed their respective Patriot Act searches, OFAC/PEP searches, Canadian AML Legislation searches (if applicable), and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to the Administrative Agent and the Lenders.

6.18 Compliance with Terms of Leaseholds.

(a) Except as otherwise expressly permitted hereunder or to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, consistent with the Approved Budget (subject to the Permitted Variance), make all payments and otherwise perform all obligations arising after the Petition Date in respect of all Leases of real property to which any Loan Party or any of its Subsidiaries is a party, (ii) keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, (iii) notify the Administrative Agent of any default by any party with respect to such Leases, and (iv) cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so except, in each case, with respect to Leases relating to Store locations subject to Specified Store Closing Sales after the effectiveness of the rejection of such applicable Lease. In the event that the Borrowers become delinquent in their rent payments, subject to Section 2.01(e), the Administrative Agent may establish Reserves against any applicable Borrowing Base for the amount of any landlord liens arising from such delinquency.

(b) Other than with respect to Leases relating to Stores subject to the Specified Store Closing Sales, (i) obtain the Administrative Agent's prior written consent prior to rejecting any Lease of real property and (ii) consult with the Administrative Agent regarding any plans to assume or reject any Lease of real property.

6.19 Material Contracts. Except as otherwise expressly permitted hereunder, to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) perform and observe all of the terms and provisions of each Material Contract to be performed or observed by any Loan Party or any of its Subsidiaries after the Petition Date, (ii) take all such action required on the part of any Loan Party or any of its Subsidiaries to maintain each such Material Contract in full force and effect, (iii) enforce each such Material Contract in accordance with its terms, (iv) take all such action to such end as may be from

time to time requested by the Administrative Agent, and (v) upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, and cause each of its Subsidiaries to so.

6.20 ERISA.

(a) Comply in all material respects with the applicable provisions of ERISA or any other applicable federal, state, provincial, local or foreign law dealing with such matters, except where the failure to comply could reasonably be expected to result in a claim or liability against any Loan Party or its Affiliates of $1,500,000 or more.

(b) Subject to the provisions of the Bankruptcy Code and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge promptly any liability imposed upon it pursuant to the provisions of Title IV of ERISA; provided, however, that neither any Loan Party nor any ERISA Affiliate or any other Subsidiary of the Loan Parties shall be required to pay any such liability if (i) the amount, applicability or validity thereof shall be diligently contested in good faith by appropriate proceedings, and (ii) such Person shall have set aside on its books reserves, in the opinion of the independent certified public accountants of such Person, adequate with respect thereto.

(c) Deliver to the Collateral Agent, promptly, and in any event within 20 days, after (i) the occurrence of any Reportable Event in respect of a Plan, a copy of the materials that are filed with the PBGC, (ii) any Loan Party or any ERISA Affiliate or an administrator of any Plan files with participants, beneficiaries or the PBGC a notice of intent to terminate any such Plan, a copy of any such notice, (iii) the receipt of notice by any Loan Party or any ERISA Affiliate or an administrator of any Plan from the PBGC of the PBGC's intention to terminate any Plan or to appoint a trustee to administer any such Plan, a copy of such notice, (iv) the request by any Lender of copies of each annual report that is filed on Treasury Form 5500 with respect to any Plan, together with certified financial statements (if any) for the Plan and any actuarial statements on Schedule B to such Form 5500, (v) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which could reasonably be expected to constitute grounds under the provisions of Section 4042 of ERISA for the termination of (or the appointment of a trustee to administer) any Plan, an explanation of such event or condition, (vi) the receipt by any Loan Party or any ERISA Affiliate of an assessment of withdrawal liability under Section 4201 of ERISA from a Multiemployer Plan, a copy of such assessment, (vii) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which would reasonably be expected to cause any one of them to incur a liability under Section 4062, 4063, 4064 or 4069 of ERISA or Section 412(n) or 4971 of the Code, an explanation of such event or condition, or (viii) any Loan Party or any ERISA Affiliate knows or has reason to know that an application is to be, or has been, made to the Secretary of the Treasury for a waiver of the minimum funding standard under the provisions of Section 412 of the Code, a copy of such application, and in each case described in clauses (i) through (iii) and (v) through (vii) together with a statement signed by an officer setting forth details as to such Reportable Event, notice, event or condition and the action which such Loan Party and any ERISA Affiliate proposes to take with respect thereto.

6.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions,

Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective Subsidiaries to comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

6.22 Term Loan Pushdown Reserve. The Loan Parties shall cause the Term Loan Pushdown Reserve to be maintained at any time that the Term Total Outstandings exceeds the Term Aggregate Borrowing Base.

6.23 Milestones. The Loan Parties shall satisfy each of the milestones set forth on Schedule 6.23 (each, a "Milestone" and, collectively, the "Milestones") on or before the applicable date set forth therein. The Administrative Agent shall have the ability to extend any Milestone in writing (which may be by electronic mail from counsel to the Administrative Agent). Schedule 6.23 may be amended, supplemented or otherwise modified from time to time by a writing executed by the Administrative Agent and the Lead Borrower, without the need to comply with Section 10.01, and the Administrative Agent shall promptly deliver a copy of any such modified Schedule 6.23 to the Lenders. Each reference in this Agreement or any other Loan Document to Schedule 6.23 or to any Milestone shall mean Schedule 6.23 or such Milestone, as applicable, as so extended, amended, supplemented or otherwise modified from time to time in accordance with this Section 6.23.

6.24 Approved Budget; 13-Week Cash Flow Reporting.

(a) The Loan Parties shall deliver to the Administrative Agent (i) on or prior to the Closing Date, an Initial Budget and (ii) thereafter, no later than 5:00 p.m. each Wednesday of the fifth (5th) week of the Initial Budget and each subsequent Approved Budget (commencing with December 9, 2026) or, to the extent such Wednesday is not a Business Day, the next Business Day thereafter (each, an "Approved Budget Reporting Date"), an updated Budget for the 13-week period commencing as of the Sunday immediately preceding such Approved Budget Reporting Date, in form and substance substantially consistent with the Initial Budget and otherwise satisfactory to the Administrative Agent in its sole discretion (it being understood that no such updated, modified or supplemented Budget shall be effective until so approved by the Administrative Agent in its sole discretion and only once so approved by the Administrative Agent shall it be deemed an "Approved Budget" (it being further understood that the Initial Budget shall constitute the Approved Budget until superseded in accordance with this Section 6.24) (it being understood that if the Administrative Agent does not provide notice to the Loan Parties that any such updated, modified or supplemented Budget is not in form and substance satisfactory to the Administrative Agent within five (5) Business Days of receipt thereof, such updated, modified, or supplemented budget shall be deemed the newly approved Approved Budget hereunder); provided that, in the event the Administrative Agent, on the one hand, and the Loan Parties, on the other hand, cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, the budget covenants set forth in Section 7.20 with respect to any period shall be tested based on the initial Approved Budget for such period (without giving effect to any updates, modifications or supplements thereto unless expressly approved by the Administrative Agent for the purposes of testing such covenants in Section 7.20) (it being understood and agreed however that, to the extent that the period covered by such initial Approved Budget has terminated and such parties have not agreed (while acting in good faith) to the next Approved Budget, an Event of Default shall be deemed to have occurred). Each Approved Budget shall be prepared by the Lead Borrower (in consultation with the Financial Advisor) for the 13-week period covered thereby and shall be prepared in good faith based upon assumptions believed by the Lead Borrower to be reasonable at the time such Approved Budget was prepared and information believed by the Lead Borrower to have been accurate based upon the information available to the Lead Borrower at the time such Approved Budget was prepared, and without awareness of any facts or information that would lead it to believe that such Approved

Budget would be incorrect or misleading in any material respect. Each Approved Budget shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent.

(b) The Agents and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for the payment of professional fees and expenses (including those of the Agents and the Lenders) are estimates only, and the Loan Parties remain obligated to pay all Obligations and Prepetition Obligations in accordance with the terms of the Loan Documents and the Orders regardless of whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimate of a loan balance in excess of any Borrowing Base or other lending limit) shall constitute an amendment or other modification of any Loan Document or of any Borrowing Base or other lending limit set forth herein.

6.25 Variance Reporting. The Loan Parties shall deliver to the Administrative Agent, on a weekly basis, on Wednesday of each week (commencing with December 2, 2026), or, to the extent such day is not a Business Day, the next Business Day thereafter, an Approved Budget Variance Report, and such Approved Budget Variance Report shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

6.26 Loan Party Advisors. The Loan Parties shall retain at all times during the Cases (i) Berkeley Research Group, LLC, as the Loan Parties' financial advisor (in such capacity, the "Financial Advisor"), (ii) Rudolph Morando and Christopher McAvinn, as the Loan Parties' co-chief restructuring officers (collectively, in such capacity. the "CRO"), (iii) Cascadia Capital, LLC, as the Loan Parties' investment banker (in such capacity, the "Investment Banker"), (iv) A&G Real Estate Partners, as the Loan Parties' real estate and lease disposition advisor (the "Lease Advisor") and (v) C Street Advisory Group, LLC, as the Loan Parties' public relations advisor (the "PR Advisor", together with the Financial Advisor, the CRO, the Investment Banker, the Approved Liquidator, the Lease Advisor and any other independent appraisers, financial advisors, investment bankers and consultants engaged from time to time by the Loan Parties with the prior written consent of the Administrative Agent, each a "Loan Party Advisor" and, collectively, the "Loan Party Advisors"), in each case on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent, and not terminate the engagement of, or materially diminish the role of, any Loan Party Advisor without the prior written consent of the Administrative Agent (other than in connection with a replacement reasonably satisfactory to the Administrative Agent). The Loan Parties shall:

(a) coordinate with the Loan Party Advisors in connection with the preparation of each Budget, each Approved Budget Variance Report and the other reporting required to be delivered pursuant to this Agreement and the achievement of the Milestones;

(b) except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, (i) authorize the Agents (and their respective agents and advisors, including any Lender Group Consultant) to communicate directly with the Loan Party Advisors regarding any and all matters related to the Loan Parties and their Affiliates or the Cases, and (ii) authorize and direct each applicable Loan Party Advisor to communicate directly with the Agents (and their respective agents and advisors, including any Lender Group Consultant) regarding the Loan Parties and their Affiliates or the Cases and to promptly provide the Agents and the Lenders (or their respective agents or advisors) with copies of reports, Collateral valuation updates and other information or

materials prepared or reviewed by such Loan Party Advisor as the Administrative Agent or any Lender may reasonably request subject to customary confidentiality restrictions;

(c) [reserved]; and

(d) conduct and participate in (and cause the Loan Party Advisors to participate in) a conference call on Friday of each week (or more frequently as reasonably requested by the Administrative Agent) with the Agents and the Lenders (and their respective advisors and counsel, including any Lender Group Consultant) to discuss, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Approved Budget, the Approved Budget Variance Reports, Store closings, the Milestones and such other matters relating to the Loan Parties, their Affiliates or the Cases as the Administrative Agent or any Lender may reasonably request.

6.27 Lender Group Consultant. The Loan Parties acknowledge and agree that the Administrative Agent shall be permitted to engage (directly or through counsel), for the benefit of the Credit Parties, such outside financial advisors, consultants and other advisors (each, a "Lender Group Consultant") as the Administrative Agent may determine to be reasonably necessary or appropriate, and, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Loan Parties (i) shall pay all reasonable and documented fees, costs and expenses of any Lender Group Consultant as Credit Party Expenses in accordance with Section 10.04(a), subject to the Orders, and (ii) acknowledge that all reports, determinations and other written and verbal information provided by any Lender Group Consultant shall be confidential and that no Loan Party shall be entitled to have access to the same.

6.28 Priority of Liens and Claims. Each Loan Party hereby covenants, represents and warrants that, (a) the relative priorities of the Liens securing the Prepetition Obligations and the Obligations with respect to the Collateral shall be as set forth in the Interim Order (and, when entered, the Canadian Interim DIP Recognition Order, the Final Order and the Canadian Final DIP Recognition Order) and the Intercreditor Agreement and (b) all such Liens shall be effective and perfected upon entry of the Interim Order and, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order, in each case without the necessity of the execution or recordation of filings by the Debtors of security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim Order and the Canadian Interim DIP Recognition Order (and, when entered, the Final Order and the Canadian Final DIP Recognition Order).

6.29 Bankruptcy-Related Matters. The Loan Parties shall, and shall cause each of their respective Subsidiaries to:

(a) cause all proposed (i) "first day" orders, (ii) "second day" orders, (iii) orders of the Canadian Court in the Recognition Proceedings including the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, and any Canadian Supplemental Order, and (iv) orders related to or affecting the Loans, the Prepetition Senior Debt and the Loan Documents, any other financing or use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code), any sale or other disposition of Collateral outside the ordinary course of business or adequate protection, in each case, proposed by the Debtors, to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent, it being understood and agreed that the forms of orders approved by the Administrative Agent prior to the Petition Date (including the form of orders in respect of the Recognition Proceedings) are in accordance with and permitted by the terms of this Agreement and are acceptable to the Administrative Agent in all respects;

(b) comply with (i) the terms and conditions of the Orders, as then in effect, in all respects, and shall not seek any reversals, vacatur, stay, amendment or modification thereto without the prior written consent of the Administrative Agent, and (ii) all terms and conditions of all other orders entered by the Bankruptcy Court and the Canadian Court, unless otherwise agreed to in writing by the Administrative Agent;

(c) provide the Agents and the Lenders with reasonable access to non-privileged information (including historical information) and relevant personnel regarding strategic planning, cash and liquidity management, operational and restructuring activities, in each case subject to customary confidentiality restrictions;

(d) deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all material proposed pleadings, motions, applications, orders, financial information and other documents to be filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or by or on behalf of the Foreign Representative or the Loan Parties with the Canadian Court in the Recognition Proceedings and consult in good faith with the Administrative Agent and its advisors regarding the form and substance of any such document; and

(e) if not otherwise provided through the Bankruptcy Court's electronic docketing system, deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all final pleadings, motions, applications, orders, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or with the Canadian Court in the Recognition Proceedings, or distributed by or on behalf of the Loan Parties to any official or unofficial committee appointed or appearing in the Cases.

ARTICLE VII.
NEGATIVE COVENANTS

Until payment in full of the Obligations in accordance with Section 1.02(d) hereof, no Loan Party shall, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the UCC, the PPSA or any similar Law or statute of any jurisdiction a financing statement that names any Loan Party or any Subsidiary thereof as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement; sell any of its property or assets subject to an understanding or agreement (contingent or otherwise) to repurchase such property or assets with recourse to it or any of its Subsidiaries; or assign or otherwise transfer any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

7.02 Investments. Have outstanding, make, acquire or hold any Investment (or become contractually committed to do so), directly or indirectly, or incur any liabilities (including contingent obligations) for or in connection with any Investment, except Permitted Investments.

7.03 Indebtedness; Disqualified Stock. (a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; (b) issue Disqualified Stock, or (c) except as otherwise expressly permitted hereby, issue and sell any other Equity Interests unless (i) such Equity Interests shall be issued solely by the Lead Borrower and not by a Subsidiary of a Loan Party, (ii) such Equity Interests provide that all dividends and other Restricted Payments in respect thereof shall be made solely in additional shares of such Equity Interests, in lieu of cash, (iii) such Equity Interests shall not be subject to redemption other than redemption at the option of

the Loan Party issuing such Equity Interests and in accordance with the limitations contained in this Agreement, and (iv) all Restricted Payments in respect of such Equity Interests are expressly subordinated to the Obligations.

7.04 Fundamental Changes.

(a) Merge, amalgamate, dissolve, liquidate, wind up, consolidate with or into another Person, reorganize, enter into a proposal, plan of reorganization, arrangement, recapitalization or reclassify its Equity Interests (or agree to do any of the foregoing) (other than pursuant to a Chapter 11 plan of reorganization or liquidation in the Cases that provides for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of all Obligations and all Prepetition Obligations on the effective date thereof, or as otherwise consented to in writing by the Administrative Agent and approved by the Bankruptcy Court); or

(b) suspend or go out of a substantial portion of its or their business or any material line of business, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect thereto or would result therefrom (including in the case of an amalgamation involving a Canadian Loan Party that such amalgamation will not result in any Liens that are not Permitted Encumbrances), any Subsidiary may merge, consolidate or amalgamate with (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided further that when any wholly-owned Subsidiary is merging with another Subsidiary, the wholly-owned Subsidiary shall be the continuing or surviving Person.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except Permitted Dispositions.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom and, in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party (which may include intermediate Restricted Payments by a Subsidiary of a Loan Party to a Subsidiary that is not a Loan Party so long as, reasonably contemporaneously therewith, such Restricted Payments are further remitted to a Loan Party), and (ii) each Subsidiary of a Loan Party that is not a Loan Party (the "Paying Subsidiary") may make Restricted Payments to any other Subsidiary of a Loan Party that is not a Loan Party (the "Recipient Subsidiary"); provided that the Paying Subsidiary is a direct or indirect Subsidiary of the Recipient Subsidiary; and

(b) the Loan Parties and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person.

Notwithstanding anything else set forth in this Section 7.06 to the contrary, (A) no Related Intellectual Property shall be the subject of any Restricted Payment to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted under the DIP Term Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any Restricted Payment to any non-Loan Party without the Administrative Agent's prior consent.

7.07 Payments and Prepayments of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except, to the extent not prohibited by the Intercreditor Agreement, as applicable, and in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) the Obligations, (ii) the Prepetition Obligations, (iii) any adequate protection payments expressly provided for in the Orders or the Canadian Recognition Orders, and (iv) as set forth in the Approved Budget (subject to the Permitted Variance);

(b) regularly scheduled payments of principal and mandatory repayments (in respect of Term Priority Collateral) of principal, and all payments in respect of interest, fees, expenses and other DIP Term Obligations owing under the DIP Term Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement), in each case, as and when due under the DIP Term Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement); or

(c) refinancings and refundings of such Indebtedness permitted pursuant to Section 7.03.

7.08 Change in Nature of Business. Engage in any line of business substantially different from the business (or any business substantially related or incidental thereto) conducted by the Loan Parties and their Subsidiaries on the Closing Date.

7.09 Transactions with Affiliates. Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, except for: (a) transactions that are on fair and reasonable terms, that are fully disclosed to the Administrative Agent, and that are no less favorable to the Loan Parties than would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate; (b) [reserved]; (c) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness, in each case under this clause (c), consistent with the Approved Budget (subject to the Permitted Variance); and (d) intercompany Investments permitted pursuant to clauses (g) and (i) of the definition of Permitted Investments, in each case under this clause (d), consistent with the Approved Budget (subject to the Permitted Variance).

7.10 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than the Prepetition Credit Agreement, the "Loan Documents" (under and as defined in the Prepetition Credit Agreement), this Agreement, any other Loan Document, the Term Documents or the New Headquarters Lease Guaranty) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Subsidiary to Guarantee the Obligations, (iii) of any Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favor of the Collateral Agent; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.11 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or extending credit to

others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the FRB; (b) to make any payments to a Sanctioned Entity or a Sanctioned Person, to finance any investments in a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (c) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; or (d) for purposes other than those permitted under this Agreement.

7.12 Amendment of Material Documents.

(a) Absent the prior written consent of the Administrative Agent, or in accordance with the Orders or the Canadian Recognition Orders, Amend or modify any term, provision or condition of, or waive any Loan Party's rights under, (i) its Organization Documents, (ii) any Material Contract or Material Indebtedness (other than on account of the Term Documents), in each case of clauses (i) and (ii) to the extent that such amendment, modification or waiver would result in a Default under any of the Loan Documents or otherwise would be reasonably likely to have a Material Adverse Effect, (iii) the TCP Board Letter Agreement in any manner that would adversely affect the rights of any Credit Party or would otherwise be more restrictive to the Loan Parties, (iv) the Mithaq Subordinated Notes, the Hong Kong Subordinated Notes and any other document governing Subordinated Indebtedness to the extent that such amendment, modification or waiver thereto would not be permitted under the applicable Subordination Agreement, (v) any Term Document or agreement in respect of any refinancing of any Indebtedness under any Term Document, to the extent that such amendment, modification or waiver would not be permitted under the Intercreditor Agreement, (vi) the Stalking Horse Purchase Agreement or any other Purchase Agreement or (vii) the Specified Liquidation Agreement; and

(b) Unless the Administrative Agent shall have consented, such consent to be provided in its reasonable discretion, or in accordance with the Orders or the Canadian Recognition Orders (i) change or modify, or otherwise consent to any change or modification to, the nature of the sale of Inventory and other assets subject of the Specified Store Closing Sales contemplated by the Specified Liquidation Agreement as in effect on the Petition Date, with respect to any Store location, to no longer constitute a "going out of business" sale, (ii) remove, or otherwise consent to the removal of, any Store location from the Specified Store Closing Sale process, or (iii) sell or dispose of, or permit to sell or dispose of, Inventory or other assets subject of the Specified Store Closing Sales through Amazon.

7.13 Corporate Name; Fiscal Year.

(a) Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP.

(b) (a) change its name as it appears in official filings in the jurisdiction of its incorporation, formation or other organization, (b) change its chief executive office, registered office, principal place of business, corporate offices or warehouses or locations at which any material portion of the Collateral is held or stored, or the location of its records concerning the Collateral, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its jurisdiction of incorporation, formation or other organization, or (e) change its jurisdiction of incorporation, formation or organization, in each case without at least thirty (30) days' prior written notice to the Collateral Agent and after the Collateral Agent's written

acknowledgment, which acknowledgment shall not be unreasonably withheld or delayed, that any reasonable action requested by the Collateral Agent in connection therewith, including to continue the perfection of any Liens in favor of the Collateral Agent, on any Collateral, has been completed or taken, and provided that any such new location of any U.S. Loan Party or Domestic Subsidiary shall be in the continental United States and any such new location of any Canadian Loan Party or Canadian Subsidiary shall be in Canada.

7.14 Blocked Accounts; Credit Card Processors; Term Loan Priority Accounts. Open new Blocked Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Blocked Account Agreements consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent.

(b) Enter into new agreements with Credit Card Processors or Credit Card Issuers other than the ones expressly contemplated herein or in Section 6.13 hereof unless the Loan Parties shall have delivered to the Collateral Agent true and complete copies of such agreements and appropriate Credit Card Notifications consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent.

(c) Deposit, or cause to be deposited, any funds into any Term Loan Priority Account other than proceeds of the Term Priority Collateral (in all cases, subject to the Cash Management Order).

7.15 Consignments. Consign any Inventory or sell any Inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale.

7.16 Antilayering. The Loan Parties will not, and will not permit any of their Subsidiaries to, incur or in any fashion become or remain liable with respect to any Indebtedness of the Loan Parties or any Subsidiary which, by its terms, is subordinated to any other Indebtedness of such Loan Party or such Subsidiary and which is not expressly subordinated to the Obligations on terms satisfactory to the Administrative Agent.

7.17 Canadian Defined Benefit Plan. No Loan Party will sponsor, maintain, contribute to or otherwise incur liability under a Canadian Defined Benefit Plan.

7.18 Foreign Transfers. Permit the Loan Parties organized and located within the United States and Canada to make intercompany transfers outside the ordinary course of business to their Affiliates organized and located outside the United States or Canada. No Borrower Intellectual Property or Material Intellectual Property or any asset included in the determination of the Borrowing Base or the Term Borrowing Base shall be the subject of any intercompany transfer or other Disposition to a non-Loan Party without the prior written consent of the Administrative Agent.

7.19 Minimum Excess Availability. Permit Excess Availability at any time to be less than the greater of (a) 10.00% of the Global Line Cap and (b) $35,000,000.

7.20 Budget Variance.

(a) At all times following the entry of the Interim Order, permit (i) Actual Total Operating Receipts to be less than 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for such initial four-week cumulative period), (ii) Actual Operating

Disbursements to be greater than 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for such initial four-week cumulative period), or (iii) actual fees and expenses of the Case Professionals to be greater than 115% of the budgeted fees and expenses of the Case Professionals set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date.

(b) Each of the covenants set forth above in Section 7.20(a) shall be tested as of Saturday of each week, commencing with Saturday, November 28, 2026, (x) in the case of Section 7.20(a)(i) and 7.20(a)(ii), (A) with respect to such initial test date, for the initial four-week cumulative period then ended, and (B) with respect to each test date thereafter, for the Cumulative Three-Week Period then ended, and (y) in the case of Section 7.20(a)(iii), on a cumulative basis for the period from the Petition Date through such test date, in each case pursuant to the Approved Budget Variance Report delivered by the Lead Borrower to the Administrative Agent in accordance with Section 6.25.

(c) For the avoidance of doubt, (i) Lender Professional Fees shall be included in each Budget and Approved Budget, and the exclusion of Lender Professional Fees set forth in clause (a)(ii) of this Section 7.20 is solely for purposes of testing compliance with this Section 7.20, and (ii) nothing in this Section 7.20 shall limit or otherwise affect the obligation of the Loan Parties to pay Lender Professional Fees in accordance with the Loan Documents and the Orders.

7.21 Additional Bankruptcy Matters. The Loan Parties shall not, nor shall the Loan Parties seek, consent to, or otherwise permit any of their Subsidiaries to, do any of the following:

(a) assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agents or the Lenders or the prepetition secured parties;

(b) subject to the terms of the Interim Order, the Final Order, the Canadian Interim DIP Recognition Order, or the Canadian Final DIP Recognition, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred);

(c) except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with the prior consent of the Administrative Agent or (iii) as provided pursuant to any other order of the Bankruptcy Court or the Canadian Court acceptable to the Administrative Agent, make any payment or distribution on account of any Prepetition Senior Debt or any other Indebtedness arising prior to the Petition Date;

(d) use Cash Collateral (as defined in the Orders) of any Credit Party under Section 363 of the Bankruptcy Code other than as expressly provided for in the Interim Order or the Final Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(e) obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Orders or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) challenge the application of any payments authorized by the Interim Order pursuant to Section 506(b) of the Bankruptcy Code;

(g) propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Obligations and all Prepetition Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents unless consented to by the Agents;

(h) challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the Agents' post-petition Liens and claims;

(i) enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims under Section 546(c) of the Bankruptcy Code, or allow any creditor to take any setoff or recoupment against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code;

(j) seek, consent to or permit to exist any order which authorizes the return of any Loan Party's property pursuant to Section 546(h) of the Bankruptcy Code; or

(k) seek any order of the Bankruptcy Court or the Canadian Court authorizing any Loan Party to take any action that is prohibited by the terms of this Agreement or the other Loan Documents, or to refrain from taking any action that is required to be taken by the terms of this Agreement or the other Loan Documents.

ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrowers or any other Loan Party fails to pay when and as required to be paid herein, (i) any amount of principal of any Loan or any L/C Obligation, or deposit any funds as Cash Collateral in respect of L/C Obligations, or (ii) any interest on any Loan or on any L/C Obligation, or any fee due hereunder, in each case, for three (3) Business Days, or (iii) any other amount payable hereunder or under any other Loan Document for three (3) Business Days, or (iv) to the extent within the sole control of the Loan Parties, any amount required to be applied to the Prepetition Obligations pursuant to this Agreement, when and as required hereby; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02, 6.03, 6.05, 6.07, 6.08(b), 6.10, 6.11, 6.12, 6.13, 6.14, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28 and 6.29 or Article VII of this Agreement or the Post-Closing Letter; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days; or

(d) [Reserved].

(e) Representations and Warranties in the Credit Agreement. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower

or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Certificate or Approved Budget Variance Report), or in completing any request for a Borrowing via the Portal, shall be incorrect or misleading in any material respect when made or deemed made (or, with respect to any representation, warranty, certification, or statement of fact qualified by materiality, incorrect or misleading in any respect); or

(f) Material Indebtedness; Swap Contracts. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or (B) fails to observe or perform any other agreement or condition relating to any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any post-petition or unstayed Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Loan Party or such Subsidiary as a result thereof is greater than $2,500,000; provided, that any Event of Default pursuant to this clause (f) shall continue until such time as the Administrative Agent (at the direction of the Required Lenders) shall have waived such Event of Default in writing, regardless of whether such failure has been remedied or waived by the holders of such Indebtedness; or

(g) [Reserved]; or

(h) [Reserved]; or

(i) Judgments. (i) There is entered against any Loan Party or any Subsidiary thereof after the Petition Date one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $2,500,000 (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) which become Liens or encumbrances upon any material portion of any Borrower's properties or assets, and all such judgments or orders shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof, or (ii) an action or proceeding is brought against any Borrower after the Petition Date which is reasonably likely to be decided adversely to such Borrower, and such adverse decision would materially impair the prospect of repayment of the

Obligations or materially impair the value or priority of the Credit Parties' security interests in the Collateral; or

(j) Liens. A notice of Lien, levy, or assessment is filed of record with respect to any of any Loan Party's properties or assets by the United States Government, the Government of Canada, or any department, agency, or instrumentality thereof, or by any state, province, county, municipal, or governmental agency, or any taxes or debts owing at any time hereafter to any one or more of such entities becomes a Lien, whether choate or otherwise, upon any of any Loan Party's properties or assets and the same is not paid on the payment date thereof; or

(k) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of $2,500,000 or which would reasonably likely result in a Material Adverse Effect, or (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $50,000 or which would reasonably likely result in a Material Adverse Effect; or

(l) Invalidity of Loan Documents or Prepetition Loan Documents. (i) Any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations and/or Prepetition Obligations, as applicable, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or purports to revoke, terminate or rescind any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement or the Prepetition Credit Agreement; or (ii) any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the Orders, the Canadian Recognition Orders or applicable Security Document under this Agreement; or (iii) any Lien with respect to the Prepetition Credit Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any "Prepetition Collateral" (as defined in the Order); or

(m) Change of Control. There occurs any Change of Control; or

(n) [Reserved]; or

(o) Loss of Collateral or Material Intellectual Property. There occurs (i) any uninsured loss to any material portion of the Collateral, or (ii) other than pursuant to Section 6.06, any loss or material impairment of continuing efficacy or utility in respect of any Material Intellectual Property; or

(p) Indictment. The indictment or institution of any legal process or proceeding against, any Loan Party or any Subsidiary thereof, under any federal, state, provincial, municipal, and other criminal statute, rule, regulation, order, or other requirement having the force of law for a felony; or

(q) Guaranty. The termination or attempted termination of any Facility Guaranty or any "Facility Guaranty" as defined in the Prepetition Credit Agreement (other than as expressly permitted hereunder or thereunder); or

(r) [Reserved]; or

(s) Subordination; Intercreditor. (i) Any subordination agreement entered into by any Agent in accordance with the terms hereof (including, without limitation, the Mithaq Subordination Agreement and Hong Kong Subordination Agreement), or any provision thereof, or any subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; (ii) any Borrower or any other Loan Party shall, directly or indirectly, (A) make any payment on account of any Subordinated Indebtedness that has been contractually subordinated in right of payment to the payment of the Obligations, except to the extent that such payment is permitted by the terms of the Subordination Provisions applicable to such Subordinated Indebtedness or (B) disavow or contest in any manner (x) the effectiveness, validity or enforceability of any of the Subordination Provisions or the Intercreditor Provisions (as defined below), (y) that the Subordination Provisions and the Intercreditor Provisions exist for the benefit of the Credit Parties, or (z) that all payments of principal of or premium and interest on the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions or the Intercreditor Provisions, as applicable; (iii) any intercreditor agreement entered into by the Agents in accordance with the terms hereof (including, without limitation, the Intercreditor Agreement), or any provision thereof (the "Intercreditor Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid and binding on, or enforceable against, any Loan Party, the Term Agent or any holder of the Indebtedness (other than the Obligations), as applicable, that is the subject of such intercreditor agreement, or any agent (including the Term Agent) for any such holder (or any Loan Party, any such holder or any such agent (including the Term Agent) shall so state in writing); or (iv) any provision of any such intercreditor agreement (including, without limitation, the Intercreditor Agreement) shall, at any time after the delivery of such intercreditor agreement, fail to be legally valid, binding or enforceable; or

(t) Certain Bankruptcy Events. Any of the following shall occur:

(i) the entry of an order dismissing any of the Cases or the Recognition Proceedings or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code, or the commencement of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the CCAA (other than the Recognition Proceedings) in respect of any Canadian Loan Party, or any Loan Party files a motion or other pleading seeking entry of such an order or supports or fails to timely oppose such dismissal or conversion, in each case, without the consent of the Administrative Agent;

(ii) a trustee under Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers under Section 1104(b) of the Bankruptcy Code shall be appointed in any of the Cases and the order appointing such trustee or examiner shall not be reversed or

vacated within thirty (30) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order), unless consented to by the Administrative Agent;

(iii) the entry of an order in any of the Cases or in the Recognition Proceedings denying or terminating the use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code) by the Loan Parties;

(iv) (A) any Loan Party or any of its Subsidiaries shall file any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, that does not propose to indefeasibly repay in full in cash the Obligations and the Prepetition Obligations on the effective date of such plan without the prior written consent of the Administrative Agent, or (B) any Loan Party or any of its Subsidiaries shall seek, support, or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order;

(v) any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, with any Loan Party's or any Subsidiary's consent, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders relating to the DIP Facility;

(vi) any Loan Party files a motion seeking the appointment of a trustee under Chapter 11 of the Bankruptcy Code, an examiner with enlarged powers or a receiver in any of the Cases;

(vii) the entry of an order in any of the Cases confirming a plan of reorganization or liquidation that does not provide for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations on the effective date thereof, unless otherwise consented to in writing by the Administrative Agent; or

(viii) any Loan Party files a motion with the Bankruptcy Court or the Canadian Court seeking authority to sell all or substantially all of its assets without the prior written consent of the Administrative Agent, unless such sale would result in the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations upon the consummation thereof; or

(u) Superpriority Claims; Liens. The existence of any claims or charges, or the entry of any order of the Bankruptcy Court or the Canadian Court authorizing (i) any claims or charges, other than in respect of the DIP Facility and the Carve Out or the CCAA Priority Charges or as otherwise permitted under the Loan Documents or the Orders or the Canadian Recognition Orders, entitled to superpriority administrative expense claim status in any of the Cases pursuant to Section 364(c)(1) of the Bankruptcy Code that are pari passu with or senior to the claims or security of the Agents and the Lenders under the DIP Facility, or there shall arise or be granted by the Bankruptcy Court any claim having priority over any or all administrative expenses of the kind specified in Section 503(b) or Section 507(b) of the Bankruptcy Code (other than the Carve Out), or (ii) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein other than the Carve Out or the CCAA Priority Charges, except, in each case, as expressly provided in the Loan Documents, in the Orders or the Canadian Recognition Orders then in effect (but only in the event specifically consented to by the Administrative Agent); or

(v) Relief from Stay. The Bankruptcy Court or the Canadian Court shall enter an order or orders granting relief from any stay of proceeding (including the automatic stay applicable under Section 362 of the Bankruptcy Code) to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) or the appointment of a receiver, on any assets of any of the Loan Parties which have a value in excess of $500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect; or

(w) Orders. Any of the following shall occur:

(i) the entry of an order of the Bankruptcy Court staying, reversing or vacating the Interim Order, the Final Order or the Cash Management Order, or modifying or amending the Interim Order, the Final Order or the Cash Management Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(ii) the entry of an order of the Canadian Court staying, reversing or vacating the Canadian Initial Recognition Order, the Canadian Interim DIP Recognition Order, the Canadian Supplemental Order or the Canadian Final DIP Recognition Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(iii) the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date) or the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order shall cease to create a valid and perfected Lien on any Collateral or to be in full force and effect, or shall have been reversed, modified, amended, stayed, vacated, or subject to a stay pending appeal (in the case of a modification or amendment, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders));

(iv) any of the Loan Parties shall fail to comply with any provision of the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date), or the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order in any respect; or

(v) an order shall be entered in the Cases charging any of the Collateral (as defined herein or in the Prepetition Credit Agreement) under Section 506(c) of the Bankruptcy Code against the Credit Parties or the "Credit Parties" under (and as defined in) the Prepetition Credit Agreement;

(vi) the Final Order Entry Date shall not have occurred prior to the expiration of the Interim Order;

(vii) the Canadian Interim Order Date or the Canadian Final Order Date shall not have occurred by the times prescribed in Schedule 6.23;

(x) Milestones. The Loan Parties shall fail to satisfy any of the Milestones in accordance with Section 6.23; or

(y) Challenges. Any Loan Party or any Subsidiary thereof shall obtain court authorization to commence, or shall commence, join in, assist or otherwise consent or participate as an adverse party in any suit or other proceeding seeking, or otherwise consenting to, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations or any other rights granted to the Agents and the Lenders in the Orders or this Agreement; or

(z) Adequate Protection. Without the consent of the Administrative Agent, the payment of, or the granting of adequate protection with respect to, the Term Obligations, other than to the extent permitted by, and in a manner consistent with, the Intercreditor Agreement and the Orders, as approved by the Bankruptcy Court; or

(aa) Other Financing; Use of Cash Collateral. Without the Administrative Agent's consent, the entry of any order by the Bankruptcy Court granting, or the filing by any Loan Party or any of its Subsidiaries of any motion or other request with the Bankruptcy Court (in each case, other than the Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under Section 364 of the Bankruptcy Code other than the DIP Facility, unless such motion or order contemplates payment in full in cash of the Obligations immediately upon consummation of the transactions contemplated thereby; or

(bb) Injunction. Any Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of the business affairs of the Loan Parties and their Subsidiaries, taken as a whole, which could reasonably be expected to have a Material Adverse Effect; provided that the Loan Parties shall have five (5) Business Days after the entry of such an order to obtain a court order vacating, staying or otherwise obtaining relief from the Bankruptcy Court or another court to address any such court order; or

(cc) Payment of Prepetition Senior Debt. The payment by any Loan Party of any Prepetition Senior Debt other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court or the Canadian Court on or prior to the Closing Date, (ii) as permitted by any other order of the Bankruptcy Court or the Canadian Court in amounts reasonably satisfactory to the Administrative Agent, in each case of clauses (i) and (ii), consistent with the Approved Budget (subject to the Permitted Variance), or (iii) payments of the Prepetition Obligations in accordance with Section 2.05(i) and the Orders or the Canadian Recognition Orders; or

(dd) Permitted Sale and Specified Store Closing Sales. Any Loan Party shall (i) fail to comply with the terms of (a) the Purchase Agreement for the Permitted Sale or (b) the Specified Liquidation Agreement for the Specified Store Closing Sales or, in each case, any of the documents or agreements executed in connection therewith in any material respect, (ii) fail to consummate (a) the Permitted Sale in accordance with the terms of the Purchase Agreement or (b) the Specified Store Closing Sales in accordance with the terms of the Specified Liquidation Agreement (in each case of clauses (i) and (ii) without any waiver or amendment to the Purchase Agreement or the Specified Liquidation Agreement, as applicable, unless such waiver or amendment is made with the written consent of the Administrative Agent or in accordance with Section 7.12), or (iii) take any action to terminate (a) the Purchase Agreement with respect to the Permitted Sale or (b) the Specified Liquidation Agreement with respect to all or any of the Store locations subject thereto, without the written consent of the Administrative Agent or in accordance with Section 7.12; or

(ee) Support of Certain Actions. Any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in clauses (u) through (x) (inclusive) of this Section 8.01, or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal.

8.02 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Administrative Agent may, or, at the request of the Required Lenders shall, in each case, subject to the final paragraph of this Section 8.02, take any or all of the following actions:

(i) declare the commitment of each Revolving Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(iii) require that the Loan Parties Cash Collateralize the L/C Obligations (and the Loan Parties agree that, upon receipt of such notice, they will Cash Collateralize the L/C Obligations) to be held as security for the Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit; and

(iv) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, may (and at the direction of the Required Lenders, shall) proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

Each of the Lenders agrees that it shall not, unless specifically requested to do so in writing by the Administrative Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, or other rights to, any of the Collateral.

Notwithstanding anything to the contrary herein or in any other Loan Document, the rights of the Agents and the other Credit Parties to exercise rights and remedies hereunder and under the other Loan Documents, and the rights of the Loan Parties with respect thereto, shall be subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to the Collateral of the Canadian Loan Parties or Collateral

otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order). Without limiting the foregoing, the Administrative Agent may deliver an ABL Termination Declaration and a Carve Out Trigger Notice in accordance with, and subject to, the Orders, and, with respect to the Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), and the Loan Parties acknowledge that the Remedies Notice Period shall commence upon delivery of an ABL Termination Declaration.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations or on account of any Collateral shall be applied by the Administrative Agent in the following order:

First, subject to the terms of the Orders and the Canadian Recognition Orders, to payment of all outstanding Prepetition Obligations;

Second, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Third, to payment of that portion of the Obligations (excluding the Other Liabilities) constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Revolving Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Revolving Lenders and the L/C Issuer and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Third payable to them;

Fourth, to the extent not previously reimbursed by the Revolving Lenders, to payment to the Revolving Lenders of that portion of the Obligations constituting principal and accrued and unpaid interest on any Permitted Overadvances, ratably among the Revolving Lenders in proportion to the amounts described in this clause Fourth payable to them;

Fifth, to the extent that Swing Line Loans have not been refinanced by a Committed Loan, payment to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Sixth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Committed Loans and other Obligations, and fees (including Letter of Credit Fees and Commitment Fees), ratably among the Revolving Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Sixth payable to them;

Seventh, to the extent that Swing Line Loans have not been refinanced by a Committed Loan, to payment to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Eighth, to payment of that portion of the Obligations constituting unpaid principal of the Committed Loans, ratably among the Revolving Lenders in proportion to the respective amounts described in this clause Eighth held by them;

Ninth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Tenth, to payment of all other Obligations (including, without limitation, the cash collateralization of unliquidated indemnification obligations as provided in Section 10.04, but excluding any Other Liabilities), ratably among the Credit Parties in proportion to the respective amounts described in this clause Tenth held by them;

Eleventh, to payment of that portion of the Obligations arising from Cash Management Services to the extent secured under the Security Documents, ratably among the Credit Parties in proportion to the respective amounts described in this clause Eleventh held by them;

Twelfth, to payment of all other Obligations arising from Bank Products to the extent secured under the Security Documents, ratably among the Credit Parties in proportion to the respective amounts described in this clause Twelfth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.

Subject to Section 2.03(k), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Ninth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE IX.
ADMINISTRATIVE AND COLLATERAL AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders (in its capacities as a Lender), Swing Line Lender and the L/C Issuer hereby irrevocably appoints Wells Fargo Bank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

(b) Each of the Lenders (in its capacities as a Lender), Swing Line Lender and the L/C Issuer hereby irrevocably appoints Wells Fargo Bank as Collateral Agent and authorizes the Collateral Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent, as "collateral agent" and any co-agents, sub-

agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(b)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents, as if set forth in full herein with respect thereto.

(c) [Reserved].

(d) In addition, and without limiting any of the foregoing, each of the Credit Parties hereby irrevocably appoints and authorizes the Collateral Agent, for the purposes of holding any hypothec granted pursuant to the laws of the Province of Quebec, and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for the Credit Parties, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec as security for any of the Obligations, and to exercise such powers and duties that are conferred upon the Collateral Agent in its capacity as hypothecary representative under any related deed of hypothec. The Collateral Agent in its capacity as hypothecary representative shall have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Collateral Agent pursuant to any such deed of hypothec and applicable Law. Any Person who becomes a Credit Party shall be deemed to have consented to and confirmed the Collateral Agent as the Person acting as hypothecary representative for the Credit Parties holding the aforesaid hypothecs as aforesaid and to have ratified all actions taken by the Collateral Agent in such capacity. The Collateral Agent acting in its capacity as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. The substitution of the Collateral Agent pursuant to the provisions of this Article IX also constitute the substitution of the Collateral Agent as hypothecary representative as aforesaid. Each such successor Collateral Agent appointed in accordance with the terms of this Agreement shall automatically (and without any further formality or action) become the successor hypothecary representative for the purposes of each deed of hypothec that was executed prior to the time of the appointment of such successor Collateral Agent.

9.02 Rights as a Lender. The Persons serving as the Agents hereunder shall have the same rights and powers in their capacity as a Lender as any other Lender and may exercise the same as though they were not the Administrative Agent or the Collateral Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that any Agent is required to exercise as directed in writing by the Required Lenders or the Required Supermajority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that no Agent shall be required to take any action that, in its respective opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of its respective Affiliates in any capacity; and

(d) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender or any L/C Issuer, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, the Collateral Agent or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent or the Collateral Agent herein.

No Agent shall be liable for any action taken or not taken by it (i) with the Consent or at the request of the Required Lenders or the Required Supermajority Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default is given to such Agent by the Loan Parties, a Lender or the L/C Issuer. Upon the occurrence of a Default, the Agents shall take such action with respect to such Default as shall be reasonably directed by the Required Lenders. Unless and until an Agent shall have received such direction, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall any Agent be required to comply with any such directions to the extent that such Agent believes that its compliance with such directions would be unlawful.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents . Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, any electronic message, Internet or intranet website posting or other

distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received written notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. Each Agent may consult with legal counsel (who may be counsel for any Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

9.06 Resignation of Agents. Either Agent may at any time give written notice of its resignation to the Lenders, the L/C Issuer and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative Agent or the Collateral Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Administrative Agent or Collateral Agent, as applicable, hereunder.

Any resignation by Wells Fargo Bank as Administrative Agent pursuant to this Section shall also constitute the resignation of Wells Fargo Bank as Swing Line Lender and L/C Issuer. Upon the acceptance

of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer expressly acknowledges that no Agent has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent to any Lender or each L/C Issuer as to any matter, including whether any Agent has disclosed material information in its (or its Related Parties') possession. Each Lender and each L/C Issuer represents to each Agent that it has, independently and without reliance upon any Agent, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers hereunder. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Except as provided in Section 9.11, no Agent shall have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of any Agent. Each Lender and each L/C Issuer represents and warrants that (a) the Loan Documents set forth the terms of a commercial lending facility and (b) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or L/C Issuer for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing. Each Lender and each L/C Issuer represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such L/C Issuer, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

9.08 Administrative Agent May File Proofs of Claim. The Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer, the Administrative Agent and the other Credit Parties

(including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer, the Administrative Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer, the Administrative Agent and such Credit Parties under Sections 2.03(l), 2.03(m), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, assignee, trustee, monitor, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer or to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

9.09 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Revolving Commitments and payment in full of all Prepetition Obligations and all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the expiration, termination or Cash Collateralization of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document (and, to the extent required, approved by the Bankruptcy Court) or, with respect to Term Priority Collateral, as to which the Agents are required to release such Lien pursuant to the Intercreditor Agreement, or (iii) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances;

(c) to subordinate any Lien on Term Priority Collateral to the Term Agent, in accordance with the Intercreditor Agreement; and

(d) to release any Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; provided that, if such Person is, or continues to be, an obligor with respect to the Term Obligations (whether as a borrower or a guarantor thereunder), the Agents shall not release any such Person from its obligations under the Facility Guaranty unless and until such Person is no longer an obligor with respect to the Term Obligations.

Upon request by any Agent at any time, the Required Lenders will confirm in writing such Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.09. In each case as specified in this Section 9.09, the Agents will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.09.

Notwithstanding the provisions of this Section 9.09, the Collateral Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards.

Notwithstanding anything to the contrary, the Agents shall not be obligated to release their Liens on any Collateral until Net Proceeds of such Collateral have been received as required by this Agreement.

9.10 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 10.06.

9.11 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) agrees to furnish the Administrative Agent on the first day of each month (or more frequently as the Administrative Agent may reasonably request) with a summary of all Other Liabilities due or to become due to such Lender. In connection with any distributions to be made hereunder, the Administrative Agent shall be entitled to assume that no amounts are due to any Lender on account of Other Liabilities unless the Administrative Agent has received written notice thereof from such Lender;

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all financial statements, Borrowing Base Certificates required to be delivered by the Lead Borrower hereunder and all commercial finance examinations and appraisals of the Collateral received by the Agents (collectively, the "Reports");

(c) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 10.07 hereof; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender

may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable Law of the United States or Canada can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. Without limiting the obligations of the Loan Parties hereunder, the Lenders hereby agree to indemnify the Agents, the L/C Issuer and any Related Party, as the case may be, ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent, the L/C Issuer and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent, the L/C Issuer and their Related Parties in connection therewith; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from any Agent's, the L/C Issuer's and their Related Parties' gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.14 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.15 Defaulting Lenders.

(a) Notwithstanding the provisions of Section 2.14 hereof, the Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by the Borrowers to the Administrative Agent for the Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, the Administrative Agent shall transfer any such payments (i) first, to the Swing Line Lender to the extent of any Swing Line Loans that were made by the Swing Line Lender and that were required to be, but were not, paid by the Defaulting Lender, (ii) second, to the L/C Issuer, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (iii) third, to each Non-Defaulting Lender ratably in accordance with its Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Loan (or other funding obligation) was funded by such Non-Defaulting Lender), (iv) fourth, to the Cash Collateral Account, the proceeds of which shall be retained by the Administrative Agent and may be made available to be re-advanced to or for the benefit of the Borrowers (upon the request of the Lead Borrower and subject to the conditions set forth in Section 4.02) as if such Defaulting Lender had made its portion of the Loans (or other funding obligations) hereunder, and (v) fifth, from and after the date on which all other Obligations have been paid in

full, to such Defaulting Lender. Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Applicable Percentages in connection therewith) and for the purpose of calculating the fee payable under Section 2.09(a), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Section 10.01(a) through (c). The provisions of this Section 9.15 shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, the Administrative Agent, the L/C Issuer, and the Borrowers shall have waived, in writing, the application of this Section 9.15 to such Defaulting Lender, or (z) the date on which such Defaulting Lender pays to the Administrative Agent all amounts owing by such Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by the Administrative Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by the Administrative Agent pursuant to Section 9.15(a) shall be released to the Borrowers). The operation of this Section 9.15 shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to the Administrative Agent, the L/C Issuer, the Swing Line Lender, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers, at their option, upon written notice to the Administrative Agent, to arrange for a substitute Lender to assume the Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to the Administrative Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Assumption in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than any Other Liabilities, but including (1) all interest, fees (except any Commitment Fees or Letter of Credit Fees not due to such Defaulting Lender in accordance with the terms of this Agreement), and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Applicable Percentage of its participation in the Letters of Credit); provided, that any such assumption of the Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Credit Parties' or the Loan Parties' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 9.15 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 9.15 shall control and govern.

(b) If any Swing Line Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(i) such Defaulting Lender's participation interest in any Swing Line Loan or Letter of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all Non-Defaulting Lenders' Credit Extensions after giving effect to such reallocation does not

exceed the total of all Non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.02 are satisfied at such time;

(ii) if the reallocation described in clause (a)(i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Defaulting Lender's participation in any outstanding Swing Line Loans (after giving effect to any partial reallocation pursuant to clause (a)(i) above) and (y) second, cash collateralize such Defaulting Lender's participation in Letters of Credit (after giving effect to any partial reallocation pursuant to clause (a)(i) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Administrative Agent, for so long as such L/C Obligations are outstanding; provided, that the Borrowers shall not be obligated to cash collateralize any Defaulting Lender's participations in Letters of Credit if such Defaulting Lender is also the L/C Issuer;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's participation in Letters of Credit pursuant to this Section 9.15(a), the Borrowers shall not be required to pay any Letter of Credit Fees to the Administrative Agent for the account of such Defaulting Lender pursuant to Section 2.03 with respect to such cash collateralized portion of such Defaulting Lender's participation in Letters of Credit during the period such participation is cash collateralized;

(iv) to the extent the participation by any Non-Defaulting Lender in the Letters of Credit is reallocated pursuant to this Section 9.15(a), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.03 shall be adjusted in accordance with such reallocation;

(v) to the extent any Defaulting Lender's participation in Letters of Credit is neither cash collateralized nor reallocated pursuant to this Section 9.15(a), then, without prejudice to any rights or remedies of the L/C Issuer or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.03 with respect to such portion of such participation shall instead be payable to the L/C Issuer until such portion of such Defaulting Lender's participation is cash collateralized or reallocated;

(vi) so long as any Lender is a Defaulting Lender, the Swing Line Lender shall not be required to make any Swing Line Loan and the L/C Issuer shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Applicable Percentage of such Swing Line Loans or Letter of Credit cannot be reallocated pursuant to this Section 9.15(a) or (y) the Swing Line Lender or the L/C Issuer, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Line Lender or the L/C Issuer, as applicable, and the Borrowers to eliminate the Swing Line Lender's or L/C Issuer's risk with respect to the Defaulting Lender's participation in Swing Line Loans or Letters of Credit; and

(vii) The Administrative Agent may release any cash collateral provided by the Borrowers pursuant to this Section 9.15(a) to the L/C Issuer and the L/C Issuer may apply any such cash collateral (i) to the payment of such Defaulting Lender's Applicable Percentage of any Letter of Credit Disbursement that is not reimbursed by the Borrowers pursuant to Section 2.03 or (ii) to the funding of such Defaulting Lender's Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d), as

applicable. Subject to Section 10.24, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

9.16 Providers. Each provider of Bank Products or Cash Management Services (each, a "Provider") in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom the Agents are acting. Each Agent hereby agrees to act as agent for such Providers and, by virtue of entering into an agreement in respect of Bank Products or Cash Management Services (each, a "Specified Agreement"), the applicable Provider automatically shall be deemed to have appointed each Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Provider under the Loan Documents consist exclusively of such Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to the Collateral Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Provider, by virtue of entering into a Specified Agreement, automatically shall be deemed to have agreed that the Administrative Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release Bank Products Reserves and reserves in respect of Cash Management Services and that if reserves are established there is no obligation on the part of any Agent to determine or insure whether the amount of any such reserve is appropriate or not. The Administrative Agent shall have no obligation to calculate the amount due and payable with respect to any Other Liabilities, but may rely upon a written notice from the applicable Provider provided pursuant to Section 9.11(a). In the absence of an updated written notice, the Administrative Agent shall be entitled to assume that the amount due and payable to the applicable Provider is the amount last certified to the Administrative Agent by such Provider as being due and payable (less any distributions made to such Provider on account thereof). The Borrowers may obtain Bank Products or Cash Management Services from any Provider, although Borrowers are not required to do so. Each Borrower acknowledges and agrees that no Provider has committed to provide any Bank Products or Cash Management Services and that any provision of any Bank Products or Cash Management Services by any Provider is in the sole and absolute discretion of such Provider.

9.17 Erroneous Payments.

(a) Each Lender, each L/C Issuer, each other Credit Party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or L/C Issuer or any other Credit Party (or any Affiliate of a Credit Party) or any other Person that the Administrative Agent has determined in its sole discretion that any funds received by such Lender, L/C Issuer, other Credit Party or other Person (each such recipient, a "Payment Recipient") from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 9.17(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an

"Erroneous Payment") then such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section 9.17 shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, with respect to any Payment Recipient who received such funds on its behalf shall cause such Payment Recipient to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (c), from any Lender or L/C Issuer that is a Payment Recipient (such unrecovered amount as to such Lender or L/C Issuer, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Administrative Agent and upon the Administrative Agent's written notice to such Payment Recipient (i) such Payment Recipient shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") to the Administrative Agent or, at the option of the Administrative Agent, the Administrative Agent's Affiliate, in a principal amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest, without further consent or approval of any party hereto. Without any further payment by the Administrative Agent or its Affiliate as the assignee of such Erroneous Payment Deficiency Assignment, the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. As to any Erroneous Payment Deficiency Assignment, the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 10.06. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or L/C Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous

Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Payment Recipient with respect to such amount, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by any Loan Party, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent pursuant to this Section 9.17 or under the indemnification provisions of this Agreement.

(g) Each party's obligations under this Section 9.17 shall survive the resignation of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Aggregate Revolving Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

9.18 [Reserved].

9.19 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of any Lead Arranger, Bookrunner or Syndication Agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity as a Lender hereunder or, to the extent so appointed in accordance with the terms hereof, an Agent or an L/C Issuer hereunder.

ARTICLE X.
MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no Consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Administrative Agent, with the Consent of the Required Lenders, and the Lead Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or Consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written Consent of such Lender;

(b) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for (i) any scheduled payment (including the Maturity Date) or mandatory prepayment of principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written Consent of such Lender entitled to such payment, or (ii) any scheduled or mandatory reduction or termination of the Aggregate Revolving Commitments, U.S. Revolving Commitments or Canadian Revolving Commitments hereunder or under any other Loan Document without the written Consent of such Lender;

(c) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan held by such Lender, or (subject to clause (v) of the second proviso to this Section 10.01)

any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written Consent of each Lender entitled to such amount; provided, however, that only the Consent of the Required Lenders, in the case of amounts owing in respect of Revolving Credit Extensions, shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest or Letter of Credit Fees at the Default Rate;

(d) as to any Lender, change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written Consent of such Lender;

(e) change any provision of this Section or the definitions of "Required Lenders", "Required Supermajority Lenders", or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written Consent of each Lender;

(f) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written Consent of each Lender;

(g) increase the Aggregate Revolving Commitments without the written Consent of each Lender;

(h) except for Permitted Dispositions, release all or substantially all of the Collateral from the Liens of the Security Documents without the written Consent of each Lender;

(i) change the definition of the terms "Aggregate Revolving Borrowing Base", "Borrowing Base", "Canadian Revolving Borrowing Base", "U.S. Revolving Borrowing Base", "Term Aggregate Borrowing Base" or "Term Borrowing Base", or any component definition of any of the foregoing if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written Consent of the Required Supermajority Lenders, provided that the foregoing shall not (i) limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves, or (ii) prevent the Administrative Agent from restoring any component of the Aggregate Revolving Borrowing Base, the Borrowing Base, the Canadian Revolving Borrowing Base, the U.S. Revolving Borrowing Base and/or the Term Borrowing Base which had been lowered by the Administrative Agent back to the value of such component as stated in this Agreement or to an intermediate value;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period which a Permitted Overadvance may remain outstanding without the written Consent of the Required Supermajority Lenders;

(k) except as expressly permitted herein or in any other Loan Document, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written Consent of each Lender;

and, provided further, that notwithstanding anything to the contrary, (i) no amendment, waiver or Consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or Consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or Consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of

the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or Consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; (v) the Fee Letters and the L/C Fee Letter may be amended or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (vi) no Consent is required to effect any amendment or supplement to the Intercreditor Agreement; and (vii) any amendment contemplated by Section 2.10(b) or Section 3.03 in connection with the use or administration of Term SOFR, Term CORRA or a Benchmark Transition Event shall be effective as contemplated by such Section 2.10(b) or Section 3.03. For the avoidance of doubt, the Administrative Agent shall be permitted to modify the amount of any of the Reserves based upon mathematical calculations without the consent of any Person.

Notwithstanding anything to the contrary herein, (i) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or Consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender, and (ii) no provider or holder of any Bank Products or Cash Management Services shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or any Loan Party.

If any Lender (other than Wells Fargo Bank) does not Consent (a "Non-Consenting Lender") to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the Consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Loan Parties, the Agents, the L/C Issuer or the Swing Line Lender, to the address, telecopier number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number or electronic mail address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Loan Parties, the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic

communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall any Agent or any of their respective Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Loan Parties' or any Agent's transmission of Borrower Materials or any other communications through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Loan Parties, the Agents, the L/C Issuer and the Swing Line Lender may change its address or telecopier for notices and other communications hereunder, or, solely with respect to communications, may change its telephone number, by notice to the other parties hereto. Each other Lender may change its address or telecopier number for notices and other communications hereunder by notice to the Lead Borrower, the Agents, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Agents, L/C Issuer and Lenders. The Agents, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, all Requests for Credit Extensions) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agents, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Loan Parties (including, without limitation, pursuant to any Requests for Credit Extensions). All telephonic notices to and other telephonic communications with the Agents may be recorded by the Agents and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Credit Party may have had notice or knowledge of such Default at the time.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agents (and any sub-agent thereof), each other Credit Party, each Lender Group Consultant and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any of their respective sub-agents) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), any bank advising or confirming a Letter of Credit or any other nominated person with respect to a Letter of Credit seeking to be reimbursed or indemnified or compensated, and any third party seeking to enforce the rights of a Borrower, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds, or holder of an instrument or document related to any Letter of Credit, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party to, a Blocked Account Bank or other Person which has entered into a control agreement with any Credit Party hereunder, or (v) any actual or prospective claim, litigation, investigation or proceeding

relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties' directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties or (y) result from a claim brought by a Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrowers or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. Without limiting their obligations under Section 9.13 hereof, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it, each Lender severally agrees to pay to the Agents (and any sub-agents thereof), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub-agents thereof) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Agents (or any such sub-agents thereof) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent and the L/C Issuer, the assignment of any Commitment or Loan by any Lender, the replacement of any Lender, the termination of the Aggregate Revolving Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set

aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Agents upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agents, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written Consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations and Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate or branch of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $2,000,000 unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee

(or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitments assigned, except that this clause (ii) shall not apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans;

(iii) Required Consents. The following consents shall be required for the assignments described below in this Section 10.06(b)(iii):

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (3) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless (1) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the assignment of any Commitment;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $5,000; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(v) Proportional Assignments. In the case of an assignment or transfer by a U.S. Revolving Lender of its U.S. Revolving Commitment (or portion thereof) there is a corresponding assignment or transfer by the related Canadian Revolving Lender (which may, in certain circumstances, be the same institution) to the relevant assignee (or Affiliate or branch thereof, or which may, in certain circumstances, be the same institution) of an amount which bears the same proportion to the related Canadian Revolving Commitment as the amount assigned or transferred by the U.S. Revolving Lender bears to the U.S.

Revolving Lender's U.S. Revolving Commitment, and vice versa in the case of an assignment or transfer by a Canadian Revolving Lender.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, with the written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and, unless an Event of Default has occurred and is continuing, the Lead Borrower (such consent not to be unreasonably withheld or delayed), sell participations to any Person (other than a natural person or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Loan Parties, the Agents, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest

by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Commitments and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments or Loans) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 3.01 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time any Revolving Lender acting as L/C Issuer and/or Swing Line Lender assigns all of its Revolving Commitment and Committed Loans pursuant to subsection (b) above, (i) such Revolving Lender shall, upon 30 days' notice to the Lead Borrower and the Revolving Lenders, resign as L/C Issuer, if applicable, and/or (ii) such Revolving Lender shall, upon 30 days' notice to the Lead Borrower, resign as Swing Line Lender, if applicable. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Lead Borrower shall be entitled to appoint from among the Revolving Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Lead Borrower

to appoint any such successor shall affect the resignation of such Revolving Lender as L/C Issuer and/or Swing Line Lender, as the case may be. If any Revolving Lender resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Revolving Lenders to make Base Rate Loans pursuant to Section 2.03(e)). If any Revolving Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Revolving Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning L/C Issuer to effectively assume the obligations of the resigning L/C Issuer with respect to such Letters of Credit.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors, funding sources, attorneys and representatives (including, without limitation, any Lender Group Consultant) in connection with, or as a result of, the performance by such Credit Party or its Affiliates of their respective obligations under this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any sub-agents thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (including disclosure to the Bankruptcy Court or the Canadian Court in connection with the approval of the transactions contemplated hereby or otherwise in connection with the Cases), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff. Subject to the Orders (including the Remedies Notice Period) and the provisions thereof and, in the case of any Canadian Loan Party, the Canadian Recognition Orders, if an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent or the Required Lenders, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer (through the Administrative Agent) agrees to notify the Lead Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation.

(a) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

(b) In no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code (Canada), as the same shall be amended, replaced or re-enacted from time to time (the "Criminal Code Section")) payable (whether by way of payment, collection or demand) by any Loan Party to the Administrative Agent or the Lenders under this Agreement or any other Loan Document exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) under this Agreement or such other Loan Document lawfully permitted under that section and, if any payment, collection or demand pursuant to this Agreement or any other Loan Document in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by the mutual mistake of the Administrative Agent, the Lenders and such Loan Party, with such "interest" deemed

to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by the Criminal Code Section, to result in a receipt by the Administrative Agent and the Lenders of interest at a rate not in contravention of the Criminal Code Section, such adjustment to be effected, to the extent necessary, as follows: firstly, by reducing the amounts or rates of interest required to be paid to the Administrative Agent and the Lenders; and then, by reducing any fees, charges, commissions, premiums, expenses and other amounts required to be paid to the Administrative Agent or the Lenders which would constitute "interest" under the Criminal Code Section. Notwithstanding the foregoing, and after giving effect to all such adjustments, if the Administrative Agent or the Lenders shall have received an amount in excess of the maximum permitted by the Criminal Code Section, then the applicable Canadian Loan Party shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Administrative Agent and the Lenders in an amount equal to such excess.

(c) Any provision of this Agreement or any other Loan Document that would oblige any Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property, in each case, in Canada, that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Loan Party, who shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Execution of any such counterpart may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to the Administrative Agent under this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis.*

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.05 and Article IX shall survive and remain in full force and effect regardless of the repayment of the Obligations, the expiration or termination of the

Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agents may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to the Other Liabilities, and (z) any Obligations that may thereafter arise under Section 10.04.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender or a Non-Consenting Lender (other than Wells Fargo Bank), then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. NOTWITHSTANDING THE FOREGOING, SOLELY FOR PURPOSES OF SECTION 6.07(j) AND ANY RELATED STATE

NOTICE REQUIREMENTS, THE PARTIES HERETO AGREE: (I) FOR REAL PROPERTY COLLATERAL (INCLUSIVE OF ANY FIXTURES), THE LAWS OF THE STATE WHERE THE REAL PROPERTY COLLATERAL IS LOCATED SHALL APPLY; AND (II) FOR ALL COLLATERAL OTHER THAN REAL PROPERTY COLLATERAL, THE LAWS OF THE STATE OF ORGANIZATION OF THE LEAD BORROWER SHALL APPLY.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR, TO THE EXTENT PROVIDED ABOVE, IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION; PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE CANADIAN COURT.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) ACTIONS COMMENCED BY LOAN PARTIES. EACH LOAN PARTY AGREES THAT ANY ACTION COMMENCED BY ANY LOAN PARTY ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS

AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT SOLELY IN THE BANKRUPTCY COURT OR, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, IN A COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR ANY FEDERAL COURT SITTING THEREIN OR, SOLELY WITH RESPECT TO THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN, THE CANADIAN COURT, AS THE ADMINISTRATIVE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 Patriot Act and Canadian AML Legislation Notice. Each Lender that is subject to the requirements of the Patriot Act and/or the Canadian AML Legislation hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act and/or the Canadian AML Legislation, as applicable, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act and/or the Canadian AML Legislation, as applicable. In addition, each Agent and each Lender shall have the right to periodically conduct due diligence (including, without limitation, in respect of information and documentation as may reasonably be requested by such Agent or such Lender from time to time for purposes of compliance by such Agent or such Lender with applicable Laws (including, without limitation, the Patriot Act, the Canadian AML Legislation and other "know your customer" and Anti-Money Laundering Laws), and any policy or procedure implemented by such Agent or such Lender to comply therewith) on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by the Agents shall constitute Credit Party Expenses hereunder and be for the account of the Borrowers. If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of the Canadian AML Legislation, then the Administrative Agent:

(a) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable Canadian AML Legislation; and

(b) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that the Administrative Agent has no obligation to ascertain the identity of any Canadian Loan Party or any authorized signatories of a Canadian Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Loan Party or any such authorized signatory in doing so.

10.18 Time of the Essence. Time is of the essence of the Loan Documents.

10.19 Press Releases. Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its respective Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under applicable Law and then, in any event, such Credit Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure. Each Loan Party consents to the publication by the Administrative Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of the Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia. The Administrative Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to the Lead Borrower for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

10.20 Additional Waivers.

(a) The Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by applicable Law, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Collateral Agent or any other Credit Party.

(b) The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full of the Obligations in accordance with Section 1.02(d)), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the payment in full of the Obligations in accordance with Section 1.02(d)).

(c) To the fullest extent permitted by applicable Law, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the payment in full of the Obligations in accordance with Section 1.02(d). After the occurrence and during the continuance of an Event of Default, the Collateral Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all the Obligations have been paid in full in accordance with Section 1.02(d). Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Loan Party against any other Loan Party, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full of the Obligations in accordance with Section 1.02(d). In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible payment in full of the Obligations and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such

subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount, for each of such other Borrowers, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

10.21 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.22 Foreign Assets Control Regulations. Neither the advance of the Loans or issuance of Letters of Credit nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), (b) the Patriot Act, and (c) the Canadian AML Legislation). Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

10.23 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.24 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be

subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.25 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Facility Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.25 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.25, or otherwise under the Facility Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.25 constitute, and this Section 10.25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.26 [Reserved].

10.27 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Loan Party in respect of any such sum due from it to any Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by such Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, such Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to any Agent or any Lender from any Loan Party in the Agreement Currency, such Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to any Agent or any Lender in such currency, such Agent or such

Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable Law).

10.28 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

10.29 Intercreditor Agreement.

(a) EACH LENDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE LOAN DOCUMENTS, WHICH LIENS SHALL BE SUBJECT TO TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND ANY OF THE LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(b) EACH LENDER AUTHORIZES AND INSTRUCTS THE AGENTS TO ENTER INTO THE INTERCREDITOR AGREEMENT (AND ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT TO THE EXTENT CONTEMPLATED BY THE TERMS HEREOF, WHICH OTHER DOCUMENT IS IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE AGENTS AND THE REQUIRED LENDERS) ON BEHALF OF THE LENDERS, AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR DEEMED ADVISABLE) BY THE AGENTS IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT (OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT). THE PARTIES HERETO ACKNOWLEDGE THAT THE INTERCREDITOR AGREEMENT OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT IS

BINDING UPON THEM. EACH LENDER HEREBY AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT OR ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT ENTERED INTO PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE.

(c) THE PROVISIONS OF THIS SECTION 10.29 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER ANY AGENT NOR ANY OF ANY AGENT'S AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT.

[*Signature Pages Follow*]

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

THE CHILDREN'S PLACE, INC.,
as Lead Borrower and as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE SERVICES COMPANY, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

TCP BRANDS, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE INTERNATIONAL, LLC, as a U.S. Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE (CANADA), LP, by its general partner, TCP INVESTMENT CANADA II CORP., as a Canadian Borrower

By: _____
Name: _____
Title: _____

THECHILDRENSPLACE.COM, INC., as a Guarantor

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE CANADA HOLDINGS, INC., as a Guarantor

By: _____
Name: _____
Title: _____

TCP IH II, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP REAL ESTATE HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA II CORP.,
as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA I CORP.,
as a Guarantor

By: _____
Name: _____
Title: _____

AMASKIT, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent, L/C Issuer, Swing Line Lender and as a U.S. Revolving Lender

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as L/C Issuer, as Canadian Swing Line Lender and as a Canadian Revolving Lender

By: _____
Name: _____
Title: _____

Exhibit C

DIP Term Credit Agreement

Execution Version

SENIOR SECURED SUPERPRIORITY
DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

Dated as of November 10, 2026

among
THE CHILDREN'S PLACE, INC., as a debtor-in-possession and
as the Lead Borrower for the Borrowers Party Hereto

The BORROWERS Party Hereto,
as debtors-in-possession

The GUARANTORS Party Hereto,
as debtors-in-possession

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS,
as Administrative Agent and Collateral Agent

and

The LENDERS Party Hereto

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT ("Agreement") is entered into as of November 10, 2026, among

THE CHILDREN'S PLACE, INC., a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers now or hereafter party hereto;

the BORROWERS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

the GUARANTORS now or hereafter party hereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code;

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

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, a Delaware limited liability company, as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, on November 8, 2026 (the "Petition Date"), the Lead Borrower and certain of its Subsidiaries (each, a "Debtor" and, collectively, the "Debtors") filed voluntary petitions with the Bankruptcy Court commencing their respective cases under chapter 11 of the Bankruptcy Code Case Nos. 26-22682 through 26-22695, as jointly administered under the caption *In re The Children's Place, Inc., et al*., Case No. 26-22682 (SLM) (each case of the Lead Borrower and each other Debtor, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and management of their businesses pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS the Canadian Loan Parties will be debtors in the Cases and promptly following the commencement of the Cases, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as the proposed foreign representative on behalf of the Debtors, will seek an interim stay order (the "Canadian Interim Stay Order") in recognition proceedings commenced pursuant to Part IV of the CCAA and section 106 of the *Courts of Justice Act* (Ontario) in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to obtain a temporary stay of proceedings in favour of the Debtors, and any Collateral owned by the Canadian Loan Parties or otherwise located in Canada (the "Recognition Proceedings");

WHEREAS, as soon as reasonably practicable following entry of the Interim Order, the Lead Borrower (or such other party as acceptable to the Administrative Agent), in its capacity as foreign representative on behalf of the Debtors (the "Foreign Representative"), will seek the Canadian Court's recognition of the Cases as a "foreign main proceeding", and recognition and enforcement in Canada of the Interim Order, the Final Order and certain other orders of the Bankruptcy Court and certain related customary relief;

WHEREAS, prior to the Petition Date, the "Lenders" under (and as defined in) the Prepetition Credit Agreement provided financial accommodations to the Borrowers pursuant to the Prepetition Credit Agreement;

WHEREAS, the Borrowers have requested that the Lenders provide a senior secured super priority debtor-in-possession term loan facility consisting of (i) on the Closing Date, the sum of (A) the Initial DIP Term Loan plus (B) the rollup of $16,000,000 of the Prepetition Term Loan into the DIP Term Loan and (ii) on the Final Order Entry Date, the aggregate principal amount of the Prepetition Term Loan shall be converted and rolled into the DIP Term Loan and the remainder aggregate outstanding amount of the Prepetition Term Loan shall be "Paid in Full" as such term is defined in the Orders (the "DIP Facility"), and the Lenders have indicated their willingness to enter into such DIP Facility, in each case on the terms and conditions set forth herein and in the Orders and the Canadian Recognition Orders; and

WHEREAS, the relative priority of the Liens securing the Obligations, the Prepetition Obligations and the ABL Obligations shall be as set forth in the Interim Order, the Final Order and the Canadian Recognition Orders, as applicable, upon entry of the Interim Order and the Final Order by the Bankruptcy Court and the granting of the Canadian Recognition Orders by the Canadian Court and in the Loan Documents, including the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I.
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"ABL Agent" means (a) Wells Fargo, in its capacity as agent for the ABL Lenders under the ABL Documents and (b) any successor to Wells Fargo, by assignment or otherwise, to the extent a party to the Intercreditor Agreement.

"ABL Aggregate Borrowing Base" means the "Aggregate Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Aggregate Commitments" means the "Aggregate Revolving Commitments" as such term is defined in the DIP ABL Credit Agreement.

"ABL Availability Reserves" means the "Availability Reserves" as such term is defined in the DIP ABL Credit Agreement.

"ABL Borrowing Base" means the "Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Canadian Borrowing Base" means the "Canadian Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"ABL Documents" means, collectively, the "Prepetition ABL Loan Documents" and the DIP ABL Loan Documents.

"ABL Lenders" means the "Lenders" (or any analogous term) as such term is defined in the DIP ABL Credit Agreement.

"ABL Obligations" means, collectively, the Prepetition ABL Obligations and the DIP ABL Obligations.

"ABL Priority Collateral" has the meaning given to such term in the Intercreditor Agreement.

"ABL Revolving Loans" means the "Loans" as such term is defined in the DIP ABL Credit Agreement.

"ABL Total Outstandings" means the "Total Revolving Outstandings" as such term is defined in the DIP ABL Credit Agreement.

"ABL U.S. Borrowing Base" means the "U.S. Revolving Borrowing Base" as such term is defined in the DIP ABL Credit Agreement.

"Acceptable Document of Title" means, with respect to any Inventory, a tangible bill of lading or other Document (as defined in the UCC or a "document of title" as defined in the PPSA, as applicable) that (a) is issued by a common carrier which is not an Affiliate of the Approved Foreign Vendor or any Loan Party which is in actual possession of such Inventory, (b) is issued/consigned to a Loan Party or, if so requested by the Collateral Agent, to the Collateral Agent, (c) at the request of the Collateral Agent, names the Collateral Agent as a notify party and bears a conspicuous notation on its face of the Collateral Agent's security interest therein, (d) is not subject to any Lien (other than (i) Liens in favor of the Collateral Agent, (ii) DIP ABL Loan Liens and (iii) Prepetition Permitted Senior Liens), (e) if requested by the Collateral Agent, contains an express waiver from the consignor/shipper of its right to alter the named consignee and its right of stoppage in transit, and (f) is on terms otherwise reasonably acceptable to the Collateral Agent. As used in this definition, prior to the Discharge of ABL Obligations, the Collateral Agent shall mean the ABL Agent, and thereafter, the Collateral Agent shall mean the Administrative Agent.

"Accommodation Payment" shall have the meaning provided in Section 10.20(d).

"Account" means "accounts" as defined in the UCC or the PPSA, as applicable, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

"ACH" means automated clearing house transfers.

"Acknowledgment and Consent of Intercreditor Agreement" means that certain Acknowledgment and Consent of Intercreditor Agreement, dated as of the Closing Date, among the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the ABL Agent, as agent for the secured parties under the Prepetition ABL Credit Agreement and the DIP ABL Credit Agreement, and acknowledged and agreed to by the Loan Parties.

"Acquisition" means, with respect to any Person (a) an Investment in, or a purchase of a Controlling interest in, the Equity Interests of any other Person, (b) a purchase or other acquisition of all or substantially all of the assets or properties of, another Person or of any business unit of another Person, (c) a purchase or other acquisition of a material portion of the assets or properties of another Person, (d) any merger, amalgamation or consolidation of such Person with any other Person or other transaction or series of transactions resulting in the acquisition of all or substantially all of the assets, or a Controlling interest in the Equity Interests, of any Person, (e) any merger, amalgamation or consolidation of such Person with any

other Person or other transaction or series of transactions resulting in the acquisition of a material portion of the assets of any Person, or (f) any acquisition by such Person of any group of Store locations comprising more than five percent (5%) of the number of Stores operated by the acquiring Person as of the date of such acquisition, in each case acquired in any transaction or group of transactions which are part of a common plan.

"Actual Operating Disbursements" means, for any period, the actual operating disbursements of the Debtors made during such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Actual Operating Disbursements.

"Actual Total Net Cash Flow" means, for any period, the actual total net cash flow of the Debtors during such period that corresponds to the line item under the heading "Total Net Cash Flow" contained in the Approved Budget.

"Actual Total Operating Receipts" means, for any period, the actual total operating cash receipts of the Debtors received during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Administrative Agent" means SLR, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Lead Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, (i) another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified, (ii) any director, officer, managing member, partner, trustee, or beneficiary of that Person, (iii) any other Person directly or indirectly holding ten percent (10%) or more of any class of the Equity Interests of that Person or (iv) any other Person ten percent (10%) or more of any class of whose Equity Interests is held directly or indirectly by that Person.

"Agent(s)" means, individually, the Administrative Agent or the Collateral Agent and, collectively, means both of them.

"Aggregate Borrowing Base" means, as of any date of determination, an amount equal to the sum of (i) the ABL Aggregate Borrowing Base plus (ii) the Term Aggregate Borrowing Base.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.27.

"Alabama Property" means the land, together with the buildings, structures, parking areas, and other improvements thereon, owned by Services Company and located at 1377 Airport Road, Fort Payne, Alabama.

"Allowed Professional Fees" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, the Corruption of Foreign Public Officials Act (Canada), as amended and all other applicable laws and regulations or ordinances concerning or relating to bribery, money laundering or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including but not limited to Canadian AML Legislation.

"Applicable Margin" means 8.25% per annum.

"Applicable Percentage" means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of such Lender's Commitment or the aggregate outstanding principal balance of the DIP Term Loan at such time, subject to adjustment as provided in Section 10.06. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption or other instrument pursuant to which such Lender becomes a party hereto, as applicable.

"Appraised Value" means with respect to Eligible Intellectual Property, the appraised forced liquidation value, net of costs and expenses to be incurred in connection with any such liquidation, which value, shall be determined from time to time by reference to the most recent reasonably acceptable appraisal received by the Administrative Agent conducted by an independent appraiser that is retained by the Administrative Agent in its reasonable discretion, or if such Eligible Intellectual Property was not included in such appraisal, by reference to the appraisal received by the Administrative Agent under clause (e) of the definition of Eligible Intellectual Property.

"Approved Budget" has the meaning specified in Section 6.24.

"Approved Budget Reporting Date" has the meaning specified in Section 6.24.

"Approved Budget Variance Report" means a weekly report, prepared by the Lead Borrower and provided by the Lead Borrower to the Administrative Agent after consultation with the Financial Advisor in accordance with Section 6.25, and certified by a Responsible Officer of the Lead Borrower as being true, correct and complete in all material respects, showing, in each case, by line item, including containing supporting information, satisfactory to the Administrative Agent in its reasonable discretion including, (a) Actual Total Operating Receipts as compared to the Budgeted Total Operating Receipts, (b) Actual Operating Disbursements as compared to the Budgeted Operating Disbursements, in each case, as of the last day of the Prior Week and the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026), (c) actual fees and expenses of the Case Professionals on a cumulative basis and (d) Total Net Cash Flow on a cumulative basis, and in each case, noting therein all variances (whether positive or negative) on a line item and cumulative basis, from the amounts set forth for such period in the Approved Budget, and shall include explanations for all material variances, and (d) a calculation demonstrating compliance (or non-compliance) with Section 7.20.

"Approved Foreign Vendor" means a Foreign Vendor which (a) is located in any country acceptable to (x) prior to the Discharge of the ABL Obligations, the ABL Agent and (y) thereafter, the Administrative Agent, in its discretion, (b) has received timely payment or performance of all obligations owed to it by the Loan Parties, (c) has not asserted and has no right to assert any reclamation, repossession, diversion, stoppage in transit, Lien or title retention rights in respect of such Inventory, and (d), if so requested by (x) prior to the Discharge of the ABL Obligations, the ABL Agent and (y) thereafter the Administrative Agent, has entered into and is in full compliance with the terms of a Foreign Vendor Agreement.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate or branch of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Liquidator" means, individually or collectively, Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Capital Lease Obligation of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means the audited Consolidated balance sheet of the Lead Borrower and its Subsidiaries for the Fiscal Year ended January 31, 2026, and the related Consolidated statements of income or operations and cash flows for such Fiscal Year of the Lead Borrower and its Subsidiaries, including the notes thereto.

"Availability Reserves" means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate, including, without limitation: (a) to reflect the impediments to the Agents' ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral, including, without limitation, amounts entitled to priority under Section 503(b) of the Bankruptcy Code, (c) to reflect the maximum amount of any court-ordered charges or other liabilities payable by the Loan Parties including the CCAA Priority Charges, (d) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Loan Party, or (e) to reflect that a Default or an Event of Default may occur or has occurred and is continuing (provided that, in the case of this clause (e) only, the reserve shall be reasonably related to the event giving rise (or which may give rise) to such Default); provided that "Availability Reserves" shall be without duplication of any ABL Availability Reserves. Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) such reserves as the Administrative Agent from time to time determines in its reasonable discretion as being appropriate based on: (i) rent (including due to a failure of the Loan Parties to obtain an order of the Bankruptcy Court extending the lease assumption rejection period as contemplated by the Milestones); (ii) customs duties and other costs to release Inventory which is being imported into the United States or Canada and amounts due to vendors on account of such Inventory; (iii) outstanding Taxes

and other governmental charges, including, without limitation, ad valorem, real estate, personal property, sales, claims of the PBGC and other Taxes which may have priority over the interests of the Collateral Agent in the Term Priority Collateral; (iv) salaries, wages and benefits due to employees of any Borrower which may have priority over the interests of the Collateral Agent in the Term Priority Collateral; (v) Customer Credit Liabilities; (vi) reserves for reasonably anticipated changes in the NOLV of Eligible Inventory between appraisals; (vii) reserves for reasonably anticipated changes in the Appraised Value of Eligible Intellectual Property between appraisals; (viii) reserves for reasonably anticipated changes in the Liquidation Value of Eligible Real Estate between appraisals; (ix) warehousemen's or bailee's charges and other Permitted Encumbrances which may have priority over, or be *pari passu* with, the interests of the Collateral Agent in the Term Priority Collateral; (x) Intellectual Property Reserves; (xi) the Receivables Reserve; (xii) Canadian Priority Payables Reserves; (xiii) the Tariff Refund Reserve; (xiv) the Carve Out Reserve; (xv) the Canadian Charge Reserve; (xvi) the Cash Management Reserve; (xvii) in the discretion of the Administrative Agent, the Bank Products Reserves; (xviii) any reclamation or similar claims as may relate to or arise during the Cases to the extent that such claims are determined by the Bankruptcy Court to be senior to the Obligations hereunder; and (xix) reserves in connection with augment merchandise in the Specified Store Closing Sales. Following the Discharge of ABL Obligations, references to "Term Priority Collateral" used herein shall be deemed to be references to "Collateral".

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(b)(iv).

"Avoidance Proceeds" has the meaning specified in the Interim Order (or the Final Order, when applicable) and shall include proceeds of any proceeding commenced pursuant to Section 36.1 of the CCAA, Sections 95, 96 and 101 of the *Bankruptcy and Insolvency Act* (Canada), or provincial preference or fraudulent conveyance legislation.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Products" means any services or facilities provided to any Loan Party by a Lender (as defined in the DIP ABL Credit Agreement) or any of its Affiliates (as defined in the DIP ABL Credit Agreement) or branches (but excluding Cash Management Services), including, without limitation on account of (a) Swap Contracts, (b) merchant services constituting a line of credit, (c) leasing, (d) Factored Receivables, (e) supply chain finance services including, without limitation, trade payable services and supplier accounts receivable purchases, and (f) commercial equipment financing and leasing, including vendor finance and chattel paper purchases and syndication. Without limiting the foregoing, all Bank

Products (under and as defined in the Prepetition Credit Agreement) shall be deemed to be "Bank Products" hereunder.

"Bank Products Reserves" means such reserves as (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, from time to time determines in its reasonable discretion as being appropriate to reflect the liabilities and obligations of the Loan Parties with respect to Bank Products then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey or any other court having jurisdiction over the Cases from time to time, and any appellate court having jurisdiction over the Cases from time to time.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (i) the Federal Funds Rate in effect on such day plus ½%, (ii) Term SOFR for a one (1) month tenor in effect on such day, plus 1%, provided that this clause (ii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, (iii) the rate of interest announced, from time to time, within Wells Fargo Bank at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo Bank's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank may designate, and (iv) the Floor.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b)(i).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars, and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Lead Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars or Canadian Dollars, as applicable.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, the Bank of Canada (or a committee officially endorsed or convened by the Bank of Canada), an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"Bid Procedures" has the meaning set forth in the Interim Order (or when applicable, the Final Order).

"Bid Procedures Motion" means a motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving the procedures for a sale, in one or a series of related transactions, of all or substantially all of the Debtors' business or assets pursuant to Section 363 of the Bankruptcy Code constituting a Permitted Sale.

"Blocked Account" means each DDA of the Loan Parties (other than Excluded Accounts).

"Blocked Account Agreement" has the meaning provided in Section 6.13(a)(ii).

"Blocked Account Bank" means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more Blocked Accounts are concentrated and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

"Borrower Intellectual Property" means Material Intellectual Property exclusively owned by a Borrower or any Loan Party.

"Borrowers" means, collectively, the U.S. Borrowers and the Canadian Borrowers, and "Borrower" means any one such Person individually as the context requires.

"Borrowing" means the borrowing of the Initial DIP Term Loan made by each of the Lenders pursuant to Section 2.01 to the Borrowers on the Closing Date.

"Borrowing Base" means the Canadian Borrowing Base and/or the U.S. Borrowing Base as the context requires. Notwithstanding anything to the contrary herein, no Tariff Refund Asset or Tariff Refund Proceeds shall constitute an Eligible Credit Card Receivable, an Eligible Trade Receivable, Eligible Inventory, Eligible In-Transit Inventory, Eligible Warehoused Inventory or any other eligible asset for purposes of any Borrowing Base or the Aggregate Revolving Borrowing Base unless the Administrative Agent has expressly agreed in writing, in its sole discretion, to include such asset after completion of legal, collateral, accounting, commercial finance examination, perfection, priority and other diligence satisfactory to the Administrative Agent.

"Borrowing Base Certificate" has the meaning specified in Section 6.02(c).

"Budget" means a 13-week cash flow forecast and budget of the Debtors delivered on or prior to the Closing Date and updated from time to time as set forth in Section 6.24, in form acceptable to the Administrative Agent (it being understood and agreed that the form of the Initial Budget shall be deemed acceptable), setting forth, among other things, separate line items for the Debtors' (a) projected cash receipts, (b) projected disbursements (including ordinary course operating expenses, bankruptcy-related expenses (including fees and expenses of the Case Professionals, Lender Professional Fees and Transaction Fees), asset sales and any other fees and expenses related to this Agreement, (c) projected net cash flow, (d) projected inventory receipts and levels, and (e) projected ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base during such 13-week period, together with a break-out for Stores being closed or proposed to be closed.

"Budgeted Operating Disbursements" means, for any period, the sum of the budgeted operating disbursements of the Debtors for such period that correspond to the line item under the heading "Total Operating Disbursements" contained in the Approved Budget. For the avoidance of doubt, Lender Professional Fees and fees and expenses of the Case Professionals shall not constitute Budgeted Operating Disbursements.

"Budgeted Total Net Cash Flow" means, for any period, the total operating cash flow of the Debtors during such period that corresponds to the line item under the heading "Total Net Cash Flow" contained in the Approved Budget.

"Budgeted Total Operating Receipts" means, for any period, the sum of the budgeted operating cash receipts of the Debtors during such period (other than receipts from asset sales made outside of the ordinary course of business and not reflected in the Approved Budget) that correspond to the line item under the heading "Total Operating Receipts" contained in the Approved Budget.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Canadian AML Legislation" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), as amended, and any other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws in effect in Canada from time to time, including any regulations, guidelines or orders thereunder.

"Canadian Borrowers" means, collectively, Children's Place Canada and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Borrower.

"Canadian Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the Canadian Borrowers' Eligible Credit Card Receivables multiplied by one hundred and two and one-half percent (102.5%) of Eligible Credit Card Receivables;

plus

(b) the face amount of the Canadian Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by one hundred and two and one-half percent (102.5%) of Eligible Trade Receivables;

plus

(c) the Cost of the Canadian Borrowers' Eligible Inventory, net of Inventory Reserves multiplied by the Inventory Advance Rate of the NOLV of Eligible Inventory;

plus

(d) the Cost of the Canadian Borrowers' Eligible In-Transit Inventory (net of Inventory Reserves applicable thereto), multiplied by the Inventory Advance Rate of the NOLV of such Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) and clause (d) of the U.S. Borrowing Base exceed ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (d) and clause (d) of the U.S. Borrowing Base) and (i) Total Outstandings;

plus

(e) the Cost of the Canadian Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (e) exceed the lesser of (i) ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (e) and clause (f) of the U.S. Borrowing Base) and (i) Total Outstandings then in effect, or (ii) $4,000,000;

minus

(g) the ABL Canadian Borrowing Base (without duplication of any Reserves);

minus

(h) the then amount of all Availability Reserves in respect of the Canadian Loan Parties.

"Canadian Charge Reserve" means a reserve in an amount equal to the CCAA Priority Charges (including amounts in excess of the amount set forth in the definition thereof) and any additional charges granted on any Collateral owned by the Canadian Loan Parties or otherwise located in Canada by the order of the Canadian Court in the Recognition Proceedings to the extent such charges rank pari passu with or in priority to the Collateral Agent's security.

"Canadian Court" has the meaning set forth in the recitals.

"Canadian Defined Benefit Plan" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollars" and "CAD$" mean lawful money of Canada.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Administrative Agent, which order shall recognize and give full force and effect to the Final Order and the Cash Management Order (as entered by the Bankruptcy Court on a final basis) in Canada and confirm the super priority charge, consistent with the liens and charges created by or set forth in the Final Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Final DIP Recognition Order may be part of another order of the Canadian Court in the Recognition Proceedings in form and substance satisfactory to the Administrative Agent.

"Canadian Final Order Date" has the meaning specified in Schedule 6.23.

"Canadian Guarantors" means, collectively, (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp. and each other Canadian Subsidiary who shall from time to time enter into a Joinder Agreement as a Canadian Guarantor, and (ii) each Canadian Borrower, in its capacity as guarantor in respect of the Obligations of the other Loan Parties.

"Canadian Guaranty" means the Canadian Guarantee dated as of the Closing Date made by the Canadian Loan Parties in favor of the Administrative Agent and the other Credit Parties.

"Canadian Initial Recognition Order" means the order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall recognize the Cases as a "foreign main proceeding" under Part IV of the CCAA and shall grant a stay of proceedings in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent, which order shall, among other things, recognize and give full force and effect in Canada to the Interim Order and the Cash Management Order (as entered by the Bankruptcy Court on an interim basis) in Canada, and grant a super priority charge, consistent with the liens and charges created by or set forth in the Interim Order and subordinate to the CCAA Priority Charges, over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties to secure the Agents' and the Credit Parties' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian Interim Order Date" has the meaning specified in Schedule 6.23.

"Canadian Interim Stay Order" has the meaning set forth in the recitals.

"Canadian Loan Party" means Canadian Borrowers, Canadian Guarantors and any other Loan Party that is a Canadian Subsidiary.

"Canadian Operating Account" has the meaning specified in Section 6.13(m).

"Canadian Pension Event" means (a) the termination or partial termination of a Canadian Defined Benefit Plan or the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan, or (b) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator appointed to administer a Canadian

Defined Benefit Plan, or (c) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Pension Plan" means each pension plan required to be registered under Canadian federal or provincial laws which is maintained or contributed to by, or to which there is an obligation to contribute by, any Loan Party in respect of any Person's employment in Canada with such Loan Party, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively, or any similar plan maintained by any other province.

"Canadian Priority Payables Reserve" means reserves for: (a) amounts owing or in respect of which any Loan Party has an obligation to remit to a Governmental Authority of Canada or other Person in Canada pursuant to any applicable law, rule or regulation, with respect to (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld; (ii) workers' compensation or employment insurance; (iii) wages, salaries, commissions and vacation pay as provided for under the Wage Earners Protection Program Act (Canada); and (iv) other like charges and demands; in each case in this paragraph (a), to the extent that any Governmental Authority of Canada or other Person in Canada may claim a lien, security interest, hypothec, trust or other claim or other Lien ranking or which would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents; and (b) the aggregate amount of any other liabilities of any Loan Party (i) in respect of which a trust or deemed trust has been imposed or may reasonably be likely to be imposed on any Collateral in Canada to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the Bankruptcy and Insolvency Act (Canada); (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian Pension Plan (including "normal cost", "special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Encumbrances that do not have priority over the Collateral Agent's Liens), or (v) in respect of directors and officers, debtor-in-possession financing, administrative charges, critical supplier charges or shareholder charges; in each case in this paragraph (b), pursuant to any applicable law, rule or regulation in Canada and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or other Lien ranks or in the reasonable discretion of (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, could reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents.

"Canadian Recognition Orders" mean (i) the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, each in form and substance satisfactory to the Administrative Agent, and (ii) any other order of the Canadian Court issued from time to time in the Recognition Proceedings that recognizes any of the Orders or that affects the Collateral located in Canada or the rights of the Credit Parties, in each case in form and substance satisfactory to the Administrative Agent.

"Canadian Security Agreement" means the Canadian Security Agreement dated as of the Closing Date among the Canadian Loan Parties and the Collateral Agent.

"Canadian Subsidiary" means any Subsidiary of any Loan Party, which Subsidiary is organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to the Administrative Agent which order shall grant customary additional relief in the Recognition Proceedings.

"CAPE" means the Consolidated Administration and Processing of Entries system of CBP, and any successor or replacement system used to administer, process, track, pay, credit, settle or otherwise resolve Tariff Refund Assets or Tariff Refund Proceeds.

"Capital Lease Obligations" means, with respect to any Person for any period, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as liabilities on a balance sheet of such Person under GAAP and the amount of which obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve Out" has the meaning specified in the Interim Order (or the Final Order, when applicable).

"Carve Out Account" means a segregated non-interest bearing account established by the Debtors and held in accordance with the Orders, such account being the Professional Fee Escrow Account.

"Carve Out Reserve" means an Availability Reserve in an amount equal to the sum of (a) the Case Professional fees set forth in the Approved Budget as of such week, less the amounts funded into the Professional Fee Escrow Account, plus (b) the Wind Down Carve Out Amount, plus (c) 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 in the case of this clause (c) shall not be limited to amounts that may be set forth in the Approved Budget, plus (d) the following two (2) weeks of Case Professional fees and expenses set forth in the Approved Budget, plus (e) such additional amounts as determined by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion.

"Case" and "Cases" have the meanings specified in the recitals hereto.

"Case Professionals" means the professionals retained by the Debtors (including in the Recognition Proceedings), and any Committee in the Cases pursuant to Sections 327 and 1103 of the Bankruptcy Code, and the Information Officer and its counsel.

"Cash Equivalents" means Permitted Investments of the type described in clauses (a) through (e) of the definition of such term.

"Cash Management Order" means an order of the Bankruptcy Court, together with all extensions, modifications and amendments, in all cases, in form and substance acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Debtors' use of their existing cash management systems, (b) authorizes the Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

"Cash Management Reserves" means such reserves as (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, from time to time, determines in its reasonable discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Loan Parties with respect to Cash Management Services then provided or outstanding.

"Cash Management Services" means the following cash management services or facilities provided to any Loan Party by a Lender (as defined in the DIP ABL Credit Agreement) or any of its Affiliates

(including Wells Fargo Merchant Services, L.L.C.) (as defined in the DIP ABL Credit Agreement) or branches: (a) ACH transactions, (b) controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, (e) any services related to the acceptance and/or processing of payment cards or devices, and (f) purchase cards. Without limiting the foregoing, all Cash Management Services (under and as defined in the Prepetition ABL Credit Agreement) shall be deemed to be "Cash Management Services" hereunder.

"CBP" means U.S. Customs and Border Protection and any successor or replacement Governmental Authority that administers, processes, tracks, pays, credits, settles or otherwise resolves Tariff Refund Assets or Tariff Refund Proceeds.

"CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

"CCAA Priority Charges" means, collectively, (a) the "Administration Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, US$650,000 in aggregate, (b) the "Directors' Charge" granted in the Canadian Recognition Orders in an amount not to exceed, without the consent of the Administrative Agent, CDN$1,975,000 in aggregate, and (c) any other charge granted by the Canadian Court in the Recognition Proceedings that is expressly stated in the Canadian Recognition Orders to rank in priority to the Term DIP Charge and that is consented to by the Administrative Agent.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

"CERCLIS" means the Comprehensive Environmental Response, Compensation, and Liability Information System maintained by the United States Environmental Protection Agency.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority, (c) any new, or adjustment to, requirements prescribed by the FRB for "Eurocurrency Liabilities" (as defined in Regulation D of the FRB), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by any Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate or Term SOFR or (d) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders or a "person" or "group" Controlled by one of the Permitted Holders, becomes the "beneficial owner" (as defined in Rules

13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 25% or more of the Equity Interests of the Lead Borrower entitled to vote for members of the board of directors or equivalent governing body of the Lead Borrower on a fully-diluted basis (and taking into account all such Equity Interests that such "person" or "group" has the right to acquire pursuant to any option right);

(b) the Lead Borrower fails at any time to own, directly or indirectly, 100% of the Equity Interests of each other Loan Party free and clear of all Liens (other than (i) Liens in favor of the Collateral Agent, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens), except where such failure is as a result of a transaction permitted by the Loan Documents;

(c) the board of directors or other equivalent governing body of the Lead Borrower ceases to be composed of at least one (1) "Independent Director" as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules (as in effect on the Closing Date); or

(d) any "change of control" or similar event as defined in the DIP ABL Credit Agreement.

"Children's Place Canada" means The Children's Place (Canada), LP, an Ontario limited partnership.

"CIPO" means the Canadian Intellectual Property Office.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended and in effect.

"Collateral" means all the "DIP Collateral" (or equivalent term) as defined in the Interim Order (and, when entered, the Final Order) and any and all "Collateral" as defined in any applicable Security Document and all other property that is or is intended under the terms of the Security Documents to be subject to Liens in favor of the Collateral Agent. For the avoidance of doubt and in accordance with the Security Agreement, the Mortgaged Property and all proceeds thereof constitute Collateral.

"Collateral Access Agreement" means an agreement reasonably satisfactory in form and substance to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Administrative Agent so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement) executed by (a) a bailee or other Person in possession of Collateral, or (b) a landlord of Real Estate leased by any Loan Party, pursuant to which such Person (i) acknowledges the Collateral Agent's Lien on the Collateral, (ii) releases or subordinates such Person's Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Collateral Agent with reasonable access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Collateral Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Collateral Agent as the Collateral Agent may reasonably require.

"Collateral Agent" means SLR, acting in such capacity for its own benefit and the ratable benefit of the other Credit Parties.

"Combined Total Outstandings" means, as of any date of determination, the sum of (i) ABL Total Outstandings plus (ii) the Total Outstandings hereunder.

"Commitments" means, as to each Lender, the aggregate principal amount set forth opposite such Lender's name on Schedule 2.01. As of the Closing Date, the total Commitments of all Lenders is $116,000,000.

"Committee" means any official committee of unsecured creditors appointed in the Cases pursuant to Section 1102 of the Bankruptcy Code.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D (or in such other form as is acceptable to the Administrative Agent in writing).

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Consent" means actual consent given by a Lender from whom such consent is sought; or the passage of ten (10) Business Days from receipt of written notice to a Lender from the Administrative Agent of a proposed course of action to be followed by the Administrative Agent without such Lender's giving the Administrative Agent written notice of that Lender's objection to such course of action.

"Consolidated" means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

"Contractual Obligation" means, as to any Person, any provision of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Cost" means the calculated cost of purchases, based upon the Borrowers' accounting practices in effect on the Closing Date (as such accounting practices may change or be modified from time to time in accordance with GAAP), as determined from invoices received by the Borrowers, the Borrowers' purchase journals or the Borrowers' stock ledger. "Cost" does not include inventory capitalization costs or other non-purchase price charges (such as freight) used in the Borrowers' calculation of cost of goods sold.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified in Section 10.28.

"Credit Card Issuer" shall mean any Person (other than a Borrower or other Loan Party) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent.

"Credit Card Notifications" has the meaning provided in Section 6.13(a)(i).

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

"Credit Card Receivables" means each "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Loan Party resulting from charges by a customer of a Loan Party on credit or debit cards issued by such Credit Card Issuer in connection with the sale of goods by a Loan Party, or services performed by a Loan Party, in each case in the ordinary course of its business. For the avoidance of doubt, Credit Card Receivables shall not include any Franchise Receivables.

"Credit Party" or "Credit Parties" means (a) individually, (i) each Lender and its Affiliates and branches, (ii) each Agent, (iii) [reserved], (iv) each beneficiary of each indemnification obligation undertaken by any Loan Party under any Loan Document, (v) any other Person to whom Obligations under this Agreement and other Loan Documents are owing, and (vi) the successors and assigns of each of the foregoing, and (b) collectively, all of the foregoing.

"Credit Party Expenses" means, without limitation, (a) all reasonable out-of-pocket expenses incurred by the Agents and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable fees, charges and disbursements of (A) one

primary counsel for the Agents and one local counsel in each applicable jurisdiction, (B) outside consultants for the Agents (including, without limitation, any Lender Group Consultant), (C) appraisers, (D) commercial finance examinations, (E) photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees and publication, (F) the Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP or Canadian AML Legislation searches related to any Loan Party or its Subsidiaries, and (G) all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations, (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral (including, without limitation, in connection with, during the continuation of an Event of Default, gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated), or (D) any workout, restructuring or negotiations in respect of any Obligations, (iii) all customary fees and charges (as adjusted from time to time) of the Agents with respect to the disbursement of funds (or the receipt of funds) to or for the account of the Borrowers (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, and (iv) customary charges imposed or incurred by the Administrative Agent resulting from the dishonor of checks payable by or to any Loan Party; (b) [reserved] and (c) all reasonable out-of-pocket expenses incurred by the Credit Parties who are not the Agents or any Affiliate or branch of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one primary counsel and one local counsel in each applicable jurisdiction (absent a conflict of interest in which case the Credit Parties may engage and be reimbursed for additional counsel), one outside consultant and one financial advisor, in each case representing or advising all such Credit Parties.

"CRO" has the meaning specified in Section 6.26.

"Cumulative Week Period" means the week up to and through the Saturday of the most recent week then ended, or if a week has not then elapsed from the Petition Date, such shorter period of not less than the Petition Date through the Saturday of the most recent week then ended.

"Cumulative Three-Week Period" means the three-week period up to and through the Saturday of the most recent week then ended, or if a three-week period has not then elapsed from the Petition Date, such shorter period of not less than four (4) Business Days since the Petition Date through the Saturday of the most recent week then ended.

"Customer Credit Liabilities" means, at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards of the Loan Parties entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits and customer deposits of the Loan Parties.

"Customs Broker Agreement" means an agreement, in form and substance reasonably satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Collateral Agent so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement), among a Loan Party, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the

subject Inventory and the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent (subject to the Intercreditor Agreement).

"DDA" means each checking, savings or other demand deposit account maintained by any of the Loan Parties.

"Debtor" and "Debtors" have the meanings specified in the recitals hereto.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), the restructuring provisions of applicable Canadian federal or provincial corporate statutes, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions (including corporate laws of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of creditors against it) from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to two percent (2%) per annum in excess of the rate then applicable to such Obligation.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"DIP ABL Credit Agreement" means that certain DIP ABL Credit Agreement, dated as of November 10, 2026, among, among others, the Loan Parties, the lenders party thereto, and the ABL Agent, as amended, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the provisions hereof and of the Intercreditor Agreement.

"DIP ABL Liens" means the Liens granted to the ABL Agent pursuant to the DIP ABL Loan Documents to secure the DIP ABL Obligations permitted under clause (i) of the definition of "Permitted Indebtedness", which Liens shall at all times be subject to the terms and conditions (including the Lien priorities) set forth in the Intercreditor Agreement.

"DIP ABL Loan Documents" means the "Loan Documents" as such term is defined in the DIP ABL Credit Agreement.

"DIP ABL Obligations" means the "Obligations" as such term is defined in the DIP ABL Credit Agreement.

"DIP Facility" has the meaning specified in the recitals hereto.

"DIP Revolving Loans" means the "Loans" as such term is defined in the DIP ABL Credit Agreement.

"DIP Term Loan" means collectively, the sum of the (a) Initial DIP Term Loan plus (b) the term loans evidenced by this Agreement resulting from the "roll up" (as set forth in the Orders) of the Prepetition Term Loan.

"Discharge of ABL Obligations" has the meaning given to such term in the Intercreditor Agreement.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale, transfer, license or other disposition (whether in one transaction or in a series of transactions)) of all or substantially all of its assets to or in favor of any Person of any property (including, without limitation, any Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, and including in any case, any such transaction by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division".

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the DIP Term Loan matures; provided, however, that (i) only the portion of such Equity Interests which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock and (ii) with respect to any Equity Interests issued to any employee or to any plan for the benefit of employees of the Lead Borrower or its Subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Lead Borrower or one of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, resignation, death or disability and if any class of Equity Interest of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of an Equity Interest that is not Disqualified Stock, such Equity Interests shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Stock solely because the holders thereof have the right to require a Loan Party to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Lead Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"Dollars" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates or branches; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of $250,000,000; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person); provided, however, that each Eligible Assignee described in clauses (a) through (e), above, shall be reasonably acceptable to, and subject to the approval of, the Administrative Agent and the Lead Borrower (each such approval not to be unreasonably withheld or delayed) to the extent provided in Section 10.06(b) of this Agreement; provided further that, notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries or a natural person.

"Eligible Credit Card Receivables" means (x) prior to the Discharge of ABL Obligations, "Eligible Credit Card Receivables" as defined under the DIP ABL Credit Agreement and (y) thereafter, Credit Card Receivables due to a Borrower on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other major credit card processors as they arise in the ordinary course of business, and which have been earned by performance. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, such Credit Card Receivable shall indicate no Person other than a Borrower as payee or remittance party. In determining the amount to be so included, the face amount of a Credit Card Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a Credit Card Issuer or Credit Card Processor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Credit Card Receivable but not yet applied by the Loan Parties to reduce the amount of such Credit Card Receivable. Except as otherwise agreed by the Administrative Agent, any Credit Card Receivable included within any of the following categories shall not constitute an Eligible Credit Card Receivable:

(a) Credit Card Receivables which do not constitute a "payment intangible" (as defined in the UCC or an "intangible" or "account" as defined in the PPSA, as applicable);

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale;

(c) Credit Card Receivables with respect to which a Loan Party does not have good, valid and marketable title, free and clear of any Lien (other than (i) Liens granted to the Collateral Agent, (ii) DIP Term Loan Liens and (iii) Prepetition Permitted Senior Liens);

(d) Credit Card Receivables that are not subject to a first priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges) (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(e) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(f) Credit Card Receivables as to which the credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Credit Card Receivables from such credit card processor;

(g) Credit Card Receivables due from a Credit Card Issuer or Credit Card Processor which (i) is the subject of a proceeding under any Debtor Relief Law, or (ii) is a Sanctioned Person or Sanctioned Entity;

(h) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer or Credit Card Processor with respect thereto;

(i) Credit Card Receivables which do not conform to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables; or

(j) Credit Card Receivables which the Administrative Agent determines in its reasonable discretion to be uncertain of collection.

"Eligible Intellectual Property" means Borrower Intellectual Property determined by the Administrative Agent in its reasonable discretion, to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, no Borrower Intellectual Property shall be Eligible Intellectual Property unless:

(a) such Borrower has good and valid title to such Borrower Intellectual Property;

(b) such Borrower is in compliance with the representations, warranties and covenants set forth in this Agreement and the other Loan Documents relating to such Borrower Intellectual Property and such Borrower Intellectual Property conforms with the covenants or representation and warranties in the Loan Documents;

(c) such Borrower Intellectual Property is in existence or registered in the United States or Canada;

(d) if such Borrower Intellectual Property is registered, then such Borrower Intellectual Property shall be validly registered with the PTO, the USCO or CIPO, as applicable, such other equivalent Canadian filing or registration office, in each case as reasonably required by the Administrative Agent;

(e) Administrative Agent shall have received evidence that all actions that the Administrative Agent may reasonably deem necessary in its discretion in order to create a valid, perfected and enforceable first-priority Lien on such Borrower Intellectual Property under applicable law in favor of the Administrative Agent (including, without limitation, filings at the PTO, the USCO or CIPO, as applicable, such other equivalent Canadian filing or registration office, as applicable, in each case as required by the Administrative Agent) have been taken, and such Borrower Intellectual Property shall not be subject to any other Liens (other than Permitted Borrowing Base Encumbrances); and

(f) with respect to the Borrower Intellectual Property which was not included in the most-recent reasonably acceptable appraisal received by the Administrative Agent under this Agreement or over which the Administrative Agent has not completed its legal and business due diligence in its discretion, the Administrative Agent (i) shall have received an appraisal of such Borrower Intellectual Property in form and substance, and from

appraisers, acceptable to the Administrative Agent in its reasonable discretion and (ii) shall have completed such legal and business due diligence that is required in Administrative Agent's discretion, and with the results of such due diligence satisfactory to the Administrative Agent in its discretion; provided, however, that any such appraisals or legal or business due diligence shall be at the expense of the Borrowers and shall not be subject to (and shall not be included in) the limitations set forth in Section 6.10 on the number of collateral audits, examinations, or appraisals for which the Administrative Agent is entitled to be reimbursed in any period.

"Eligible In-Transit Inventory" means, (x) prior to the Discharge of ABL Obligations, "Eligible In-Transit Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, as of any date of determination thereof, without duplication (including of any other Eligible Inventory), Inventory:

(a) which has been shipped from a location outside of the United States or Canada for receipt by a Borrower within sixty (60) days of the date of shipment, but which has not yet been delivered to such Borrower in the U.S. or Canada, as applicable;

(b) for which the purchase order is in the name of a Borrower and title to such Inventory and risk of loss has passed to such Borrower;

(c) for which an Acceptable Document of Title has been issued, and in each case as to which the Collateral Agent has control (as defined in the UCC or the PPSA, as applicable) over, or possession of, the documents of title which evidence ownership of the subject Inventory (unless waived in writing by the Administrative Agent, by the delivery of a Customs Broker Agreement with respect to all applicable freight carriers, freight forwarders, customs brokers, shipping companies and other similar Persons);

(d) for which each relevant freight carrier, freight forwarder, customs broker, shipping company or other Person in possession of such Inventory and the documents relating to such Inventory, in each case, shall have entered into a Customs Broker Agreement (unless waived in writing by the Administrative Agent);

(e) which is insured against types of loss, damage, hazards and risks, and in amounts, reasonably satisfactory to the Collateral Agent;

(f) for which the common carrier is not an Affiliate of the applicable vendor or supplier;

(g) the Foreign Vendor with respect to such Inventory is an Approved Foreign Vendor; and

(h) which otherwise would constitute Eligible Inventory;

provided that the Administrative Agent may, in its reasonable discretion, exclude any particular Inventory from the definition of "Eligible In-Transit Inventory" in the event the Administrative Agent determines that such Inventory is subject to any Person's right of reclamation, repudiation, stoppage in transit or any event has occurred or is reasonably anticipated by the Administrative Agent to arise which may otherwise adversely impact the ability of the Collateral Agent to realize upon such Inventory. The Administrative Agent shall notify the Lead Borrower of any such exclusion and the reasons therefor as soon as reasonably practicable, provided that the effectiveness of such exclusion shall not be conditioned upon such notification.

"Eligible Inventory" means, (x) prior to the Discharge of ABL Obligations, "Eligible Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, as of the date of determination thereof,

without duplication, items of Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) of a Borrower that are finished goods, merchantable and readily saleable to the public in the ordinary course of the Borrowers' business, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrowers in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. Except as otherwise agreed by the Administrative Agent, the following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by a Borrower or a Borrower does not have good and valid title thereto;

(b) Inventory that is leased by, or is on consignment to, a Borrower, or which is consigned by a Borrower to a Person that is not another Borrower;

(c) Inventory (other than Eligible In-Transit Inventory or Eligible Warehoused Inventory) that is not located in the United States (excluding territories or possessions of the United States) or Canada at a location that is owned or leased by a Borrower, except to the extent that the Borrowers have furnished the Administrative Agent with (i) any UCC financing statements, PPSA financing statements or other documents that the Administrative Agent may determine in its reasonable discretion to be necessary to perfect the Collateral Agent's security interest in such Inventory at such location, and (ii) a Collateral Access Agreement executed by the Person owning any such location or, in the case of this clause (ii), the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(d) Inventory that is located in a distribution center or warehouse leased by a Borrower unless the applicable lessor or warehouseman has delivered to the Administrative Agent a Collateral Access Agreement or the Administrative Agent has imposed an Availability Reserve in such amount as the Administrative Agent may determine in its reasonable discretion;

(e) Inventory that is comprised of goods which (i) are damaged, defective, "seconds," or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or are special order or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in a Borrower's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are bill and hold goods, or (vi) are Shrink;

(f) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges);

(g) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(h) Inventory that is not insured in compliance with the provisions of Section 5.10 hereof;

(i) Inventory that has been sold but not yet delivered or as to which a Borrower has accepted a deposit;

(j) Inventory which has been purchased by a Borrower from a Person that is a Sanctioned Person or Sanctioned Entity; or

(k) Inventory as to which either the Borrowers or the Agents do not have the right to utilize any Intellectual Property necessary or appropriate to realize on such Inventory as set forth in the applicable Security Documents in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof.

"Eligible Real Estate" means the Alabama Property and any other Real Estate of a U.S. Borrower which satisfies all of the following conditions and is otherwise deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the U.S. Borrowing Base:

(a) The applicable U.S. Borrower owns fee title to such Real Estate;

(b) The applicable U.S. Borrower has executed and delivered to the Collateral Agent such mortgages, information and documents as may be reasonably requested by the Collateral Agent, including, without limitation, such as may be necessary to comply with FIRREA and other applicable Law;

(c) The Collateral Agent shall have received fully paid American Land Title Association Lender's Extended Coverage title insurance policies or marked-up title insurance commitments having the effect of a policy of title insurance (the "Mortgage Policies") in form and substance, with the endorsements reasonably required by the Administrative Agent (to the extent available at commercially reasonable rates) and in amounts reasonably acceptable to the Administrative Agent, issued, coinsured and reinsured (to the extent required by the Administrative Agent) by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens (having the priority contemplated by the Intercreditor Agreement) on the property or leasehold interests described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only (i) DIP ABL Liens, (ii) Prepetition Permitted Liens, and (iii) Permitted Encumbrances having priority over the Lien of the Collateral Agent under applicable Law, Permitted Encumbrances in favor of the ABL Agent or otherwise reasonably acceptable to the Administrative Agent;

(d) The Collateral Agent has a perfected lien having the priority contemplated by the Intercreditor Agreement on such Real Estate, subject only to Permitted Encumbrances;

(e) The Administrative Agent shall have received an appraisal (based upon the fair market value and the Liquidation Value) of such Real Estate complying with the requirements of fore by a third party appraiser reasonably acceptable to the Administrative Agent and otherwise in form and substance reasonably satisfactory to the Administrative Agent;

(f) Such Real Estate is used by a U.S. Borrower for offices or as a Store or distribution center;

(g) As to any particular property, the applicable U.S. Borrower is in compliance with the representations, warranties and covenants set forth in the mortgage relating to such Real Estate;

(h) The Collateral Agent shall have received American Land Title Association/American Congress on Surveying and Mapping form surveys, for which all necessary fees (where applicable) have been paid, certified to the Collateral Agent and the issuer of the Mortgage Policies in a manner reasonably satisfactory to the Collateral Agent by a land surveyor duly registered and licensed in the jurisdictions in which the property described in such surveys is located and reasonably acceptable to the Collateral Agent, showing all buildings and other improvements, the location of any easements, parking spaces, rights of way, building set-back lines

and other dimensional regulations and the absence of encroachments, either by such improvements or on to such property, and other defects, other than encroachments and other defects reasonably acceptable to the Collateral Agent;

(i) The Administrative Agent shall have received a Phase I Environmental Site Assessment in accordance with ASTM Standard E1527-05, in form and substance reasonably satisfactory to the Administrative Agent, from an environmental consulting firm reasonably acceptable to the Administrative Agent, which report shall identify recognized environmental conditions and shall to the extent possible quantify any related costs and liabilities, associated with such conditions and the Administrative Agent shall be satisfied with the nature and amount of any such matters; provided, that if the ABL Agent and/or the Borrowers furnish to the Administrative Agent any Phase I Environmental Site Assessment conducted by the ABL Agent or its retained professionals in accordance with the DIP ABL Credit Agreement, the Administrative Agent and the Lenders shall utilize such Phase I Environmental Site Assessment conducted by the ABL Agent or its retained professionals. The Administrative Agent may, upon the receipt of a Phase I Environmental Site Assessment require the delivery of further environmental assessments or reports to the extent such further assessments or reports are recommended in the Phase I Environmental Site Assessment; provided, that if the ABL Agent and/or the Borrowers furnish to the Administrative Agent any further environmental assessments or reports conducted by the ABL Agent or its retained professionals in accordance with the DIP ABL Credit Agreement, the Administrative Agent and the Lenders shall utilize such environmental assessments or reports conducted by the ABL Agent or its retained professionals; and

(j) The applicable U.S. Borrower shall have delivered to the Collateral Agent evidence of flood insurance naming the Collateral Agent as mortgagee as required by the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect, which shall be reasonably satisfactory in form and substance to the Collateral Agent.

"Eligible Trade Receivables" means (x) prior to the Discharge of ABL Obligations, "Eligible Trade Receivables" as defined under the DIP ABL Credit Agreement, and (y) thereafter Accounts arising from the sale of the Loan Parties' Inventory (but excluding, for the avoidance of doubt, Credit Card Receivables) that satisfy the following criteria at the time of creation and continue to meet the same at the time of such determination: each such Account (i) has been earned by performance and represents the bona fide amounts due to a Loan Party from an account debtor, and in each case originated in the ordinary course of business of such Loan Party, and (ii) in each case is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (t) below. Without limiting the foregoing, to qualify as an Eligible Trade Receivable, an Account shall indicate no Person other than a Loan Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Loan Party may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Loan Parties to reduce the amount of such Eligible Trade Receivable. For the avoidance of doubt, Eligible Trade Receivables shall not include any Franchise Receivables. Except as otherwise agreed by the Administrative Agent, any Account included within any of the following categories shall not constitute an Eligible Trade Receivable:

(a) Accounts that are not evidenced by an invoice;

(b) Accounts that have been outstanding for more than ninety (90) days from the date of invoice or more than sixty (60) days past the due date;

(c) Accounts due from any account debtor for which more than fifty percent (50%) of the Accounts owing from such account debtor are ineligible pursuant to clause (b), above;

(d) All Accounts owed by an account debtor and/or its Affiliates together to the extent such Accounts exceed (x) thirty percent (30%), or (y) with respect to any of the Specified Account Debtors, fifty percent (50%) (or such higher percentages now or hereafter established by the Administrative Agent for any particular account debtor) of the amount of all Accounts at any one time (but the portion of the Accounts not in excess of the applicable percentages may be deemed Eligible Trade Receivables, in the Administrative Agent's reasonable discretion); provided that no portion of any Accounts owed by any Investment Grade Account Debtor shall be deemed ineligible solely by reason of this clause (d);

(e) Accounts (i) that are not subject to a perfected first-priority security interest in favor of the Collateral Agent (subject only to the Carve Out and the CCAA Priority Charges), or (ii) with respect to which a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (x) Liens granted to the Collateral Agent pursuant to the Security Documents, (y) DIP Term Loan Liens and (z) Prepetition Permitted Senior Liens);

(f) Accounts which are disputed or with respect to which a claim, counterclaim, offset or chargeback has been asserted, but only to the extent of such dispute, counterclaim, offset or chargeback;

(g) Accounts which arise out of any sale made not in the ordinary course of business or are not payable in Dollars or, as regards Canadian Loan Parties, Canadian Dollars;

(h) Other than as set forth in clause (o) below, Accounts which are owed by any account debtor whose principal place of business is not within the United States or Canada;

(i) Accounts which are owed by any Affiliate or any employee of a Loan Party;

(j) Accounts for which all consents, approvals or authorizations of, or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the performance of such Account by the account debtor or in connection with the enforcement of such Account by the Collateral Agent have not been duly obtained, effected or given and are not in full force and effect;

(k) Accounts due from an account debtor which is the subject of any bankruptcy or insolvency proceeding, has had a trustee, interim receiver, receiver, monitor or similar Person appointed for all or a substantial part of its property, has made an assignment for the benefit of creditors or has suspended its business;

(l) Accounts due from any Governmental Authority except to the extent that (i) the subject account debtor is the federal government of the United States and the relevant Loan Party has complied with the Federal Assignment of Claims Act of 1940, (ii) the subject account debtor is His Majesty in right of Canada or any provincial or local Governmental Authority, or any ministry, in each case, in Canada, and the relevant Loan Party has complied with the particular prescriptions of the Financial Administration Act (Canada) and/or any analogous Canadian provincial, territorial, or municipal legislations and regulations, or (iii) the subject account debtor is another Governmental Authority and the relevant Loan Party has complied with all applicable Laws analogous to those otherwise described in this clause (l);

(m) Accounts (i) owing from any Person that is also a supplier to or creditor of a Loan Party or any of its Subsidiaries, but only to the extent of the indebtedness owed to such supplier or creditor, unless such Person has waived any right of setoff in a manner reasonably acceptable to the Administrative Agent or (ii) representing any manufacturer's or supplier's credits, discounts, incentive plans or similar arrangements entitling a Loan Party or any of its Subsidiaries to discounts on future purchase therefrom;

(n) Accounts arising out of sales on a bill-and-hold, guaranteed sale, sale-or-return, sale on approval or consignment basis or subject to any right of return, set off or charge back, but only to the extent of such right of return, set off, or charge back;

(o) Accounts arising out of sales to account debtors outside the United States or Canada unless such Accounts are fully backed by one or more irrevocable letters of credit on terms, and issued by a financial institution, reasonably acceptable to the Administrative Agent and each such irrevocable letter of credit is in the possession of the Administrative Agent**;**

(p) Accounts (i) evidenced by a promissory note or other instrument, or (ii) that do not conform to all representations, warranties or other provisions in the Loan Documents relating to Accounts;

(q) Accounts consisting of amounts due from vendors as rebates or allowances;

(r) Accounts with respect to which the account debtor is a Sanctioned Person or Sanctioned Entity;

(s) Accounts that constitute, evidence, arise from or otherwise relate to any Tariff Refund Asset or Tariff Refund Proceeds; or

(t) Accounts which the Administrative Agent determines in its reasonable discretion to be unacceptable for borrowing.

"Eligible Warehoused Inventory" means (x) prior to the Discharge of ABL Obligations, "Eligible Warehoused Inventory" as defined under the DIP ABL Credit Agreement, and (y) thereafter, Inventory not intended to be sold at retail in a Store location or on an e-commerce site, subject to a fully perfected first priority security interest in favor of the Collateral Agent for the benefit of the Credit Parties, and located in a warehouse in the United States or Canada which is either owned by a Borrower or maintained pursuant to an agreement between a Borrower and the owner of such warehouse (including an agreement between a Borrower and an agent of such Borrower which stores such Inventory on its premises pending instructions from such Borrower as to its sale to a wholesale vendor) with respect to which (i) either (a) no negotiable or non-negotiable document covering the goods has been issued or (b) in the event a negotiable or non-negotiable document covering the goods has been issued, there has been created in favor of the Collateral Agent for the benefit of the Credit Parties a perfected first priority security interest in such document pursuant to the Uniform Commercial Code and/or the PPSA in all applicable jurisdictions and all other applicable Law (in addition to the security interest in the goods), (ii) the Administrative Agent has received a Collateral Access Agreement from the owner and/or operator of such warehouse (unless waived in writing by the Administrative Agent), and (iii) which otherwise would constitute Eligible Inventory.

"Environmental Compliance Reserve" means, with respect to Eligible Real Estate, any reserve which the Agents, from time to time in their reasonable discretion establish for estimable amounts that are reasonably expected to be expended by any of the Loan Parties in order for such Loan Party and its operations and property (a) to comply with any notice from a Governmental Authority asserting non-compliance with Environmental Laws, or (b) to correct any such non-compliance with Environmental Laws.

"Environmental Laws" means any and all federal, state, provincial, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, obligation, damage, loss, claim, action, suit, judgment, order, fine, penalty, fee, expense, or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal or presence of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" has the meaning set forth in the Security Agreement or the Canadian Security Agreement, as applicable.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with any Loan Party within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Sections 412 and 4971 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification to the Lead Borrower or any ERISA Affiliate that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination of a Pension Plan or a Multiemployer Plan under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Lead Borrower or any ERISA Affiliate; or (g) the determination that any Pension Plan is considered to be an "at-risk" plan, or that any Multiemployer Plan is considered to be in "endangered" or "critical" status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 or 305 of ERISA.

"Erroneous Payment" has the meaning provided in Section 9.17.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 8.01. An Event of Default shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 10.01 hereof.

"Events and Circumstances" has the meaning specified in the definition of "Material Adverse Effect."

"Excess Availability" means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

(a) the Global Line Cap;

minus

(b) the sum of the (i) ABL Total Outstandings plus (ii) Total Outstandings.

"Excluded Accounts" means (a) DDAs maintained in the ordinary course of business containing cash amounts that do not exceed at any time $50,000 for any such account and $250,000 in the aggregate for all such accounts under this clause (a), (b) DDAs specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for any Loan Party's employees and (c) DDAs established solely to receive and hold third-party-owned or third-party-remittable Tariff Refund Proceeds, provided that, in the case of this clause (c), (i) no funds other than such third-party-owned or third-party-remittable Tariff Refund Proceeds are deposited therein, (ii) no Loan Party has any economic interest therein other than bare legal title or collection-agent capacity, (iii) the applicable Loan Party has delivered to the Administrative Agent copies of all agreements with such third parties, (iv) the applicable Loan Party delivers monthly account statements and remittance reports to the Administrative Agent, and (v) all amounts not required to be remitted to third parties are transferred to a DDA that is subject to a Blocked Account Agreement in favor of the Collateral Agent within one Business Day after receipt.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or Canada

or any similar tax imposed by any other jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such tax, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Lead Borrower under Section 10.13), any withholding tax (other than any Canadian federal withholding Tax) that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding tax pursuant to Section 3.01(a), (d) Taxes imposed on such recipient that are or is attributable to such recipient's failure to comply with the requirements of Section 3.01(e), (e) any U.S. federal, state or local backup withholding tax, (f) any U.S. federal withholding tax imposed under FATCA, and (g) any Canadian withholding tax that is imposed on amounts payable to a Lender as a result of such Lender (i) not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Loan Party, or (ii) being a "specified non-resident shareholder" of a Loan Party or a non-resident person not dealing at arm's length with a "specified shareholder" of a Loan Party (in each case within the meaning of the Income Tax Act (Canada)) (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder", or does not deal at arm's length with a "specified shareholder", as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Executive Order" has the meaning set forth in Section 10.22.

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings), condemnation awards (and payments in lieu thereof), indemnity payments, any purchase price adjustments, any Tariff Refund Proceeds and any refund, credit, duty drawback, reimbursement, settlement, judgment, award or other payment in respect of customs duties, tariffs, fees, charges or similar amounts.

"Facility Guaranty" means (i) the Debtor-in-Possession Guaranty dated as of the Closing Date made by the Guarantors party thereto in favor of the Administrative Agent and the other Credit Parties, (ii) the Canadian Guaranty, and (iii) each other Guaranty hereafter made by a Guarantor in favor of the Administrative Agent and the other Credit Parties, in form reasonably satisfactory to the Administrative Agent.

"Factored Receivables" means any Accounts originally owed or owing by a Loan Party to another Person which have been purchased by or factored with Wells Fargo Bank or any of its Affiliates pursuant to a factoring arrangement or otherwise with the Person that sold the goods or rendered the services to the Loan Party which gave rise to such Account.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and (a) any current or future regulations or official interpretations thereof, (b) any agreements entered into pursuant to Section 1471(b)(1) of the Code, and (c) any intergovernmental agreement entered into by the United States (or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any such intergovernmental agreement entered into in connection therewith).

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one one-hundredth (1/100) of one percent (1%)) charged to major financial institutions reasonably acceptable to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the letter agreement, dated as of the Closing Date, among the Borrowers and the Agents, as such letter agreement is amended, modified or supplemented from time to time.

"FF&E" means all furniture, trade fixtures and Equipment.

"Final Order" means the order of the Bankruptcy Court entered in the Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be in form and substance satisfactory to the Administrative Agent and which has not been reversed, vacated, or stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Loan Parties to obtain credit, incur the Obligations, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the superpriority of the claims of the Agents and Credit Parties, subject only to the Carve Out and, in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges.

"Final Order Entry Date" means the date on which the Final Order is entered by the Bankruptcy Court.

"Financial Advisor" has the meaning specified in Section 6.26.

"FIRREA" means the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended from time to time.

"First Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of February 29, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Fiscal Month" means any fiscal month of any Fiscal Year, which month shall generally end on the Saturday closest to the last day of each calendar month in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year, which quarters shall generally end on the Saturday closest to the last day of each April, July, October and January of such Fiscal Year in accordance with the fiscal accounting calendar of the Loan Parties.

"Fiscal Year" means the fifty-two (52) or fifty-three (53) week period that ends on the Saturday closest to January 31st of each calendar year.

"Flood Certificate" means a "Standard Flood Hazard Determination Form (Life-of-Loan)" of the Federal Emergency Management Agency and any successor Governmental Authority performing a similar function.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004, and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, as each of the foregoing is now or hereafter in effect and any successor statute to any of the foregoing.

"Floor" means a per annum rate of interest equal to 2.0%.

"Foreign Assets Control Regulations" has the meaning set forth in Section 10.22.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Representative" has the meaning set forth in the recitals.

"Foreign Vendor" means a Person that sells In-Transit Inventory to a Borrower.

"Foreign Vendor Agreement" means an agreement between a Foreign Vendor and the Collateral Agent in form and substance satisfactory to the Collateral Agent and pursuant to which, among other things, the parties shall agree upon their relative rights with respect to In-Transit Inventory of a Borrower purchased from such Foreign Vendor.

"Fourth Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of September 24, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Franchise Agreements" has the meaning set forth for such term in the Security Agreement.

"Franchise Receivables" means all Accounts and "payment intangibles" (as defined in the UCC), which are due from franchisees of the Loan Parties for royalties, goods sold and received and other amounts due to the Loan Parties under applicable Franchise Agreements.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Global Line Cap" means, at any time of determination, the lesser of (i) the sum of (A) the ABL Aggregate Commitments plus (B) the Total Outstandings, in each case, at such time, and (ii) the Aggregate Borrowing Base, at such time.

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, municipal or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantor" means each Subsidiary of the Lead Borrower listed on Schedule 1.01 annexed hereto and each other Subsidiary of the Lead Borrower that shall be required to execute and deliver a Facility Guaranty or Facility Guaranty supplement pursuant to Section 6.12.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hong Kong Share Pledge" means that certain Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 4, 2020, by and among the Lead Borrower, thechildrensplace.com, inc. and the Administrative Agent, as amended by that certain Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of December 16, 2025 and that certain Second Supplement to Hong Kong Share Mortgage in relation to the Shares in TCP Worldwide Holdings Limited, dated as of March 13, 2026.

"Hong Kong Subordinated Notes" means, collectively, (a) that certain promissory note, dated as of March 19, 2024, issued by the Lead Borrower in favor of The Children's Place (Hong Kong) Limited and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (b) that certain promissory note, dated as of June 17, 2022, issued by the Lead Borrower in favor of TCP Worldwide and subsequently assigned to thechildrensplace.com, inc. on October 20, 2025, (c) that certain promissory note, dated as of June 16, 2022, issued by the Lead Borrower in favor of The Children's Place (Barbados) Inc., and (d) that certain promissory note, dated as of June 15, 2022, issued by the Lead Borrower in favor of TCP Investment Canada I Corp., in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with this Agreement and the Hong Kong Subordination Agreement.

"Hong Kong Subordination Agreement" means that certain Third Amended and Restated Subordination Agreement, dated as of December 16, 2025, among thechildrensplace.com, inc., The Children's Place (Barbados) Inc., and TCP Investment Canada I Corp., as junior lenders, the Administrative Agent and the ABL Agent, as senior agents, and acknowledged and agreed to by the Loan Parties.

"Immaterial Intellectual Property" means immaterial intellectual property rights that in the commercially reasonable business judgment of the applicable Loan Party are no longer used or necessary in the business of the Loan Parties or any Subsidiary and it is no longer economically practicable or commercially desirable to maintain or use such Intellectual Property in the business of any Loan Party or its Subsidiaries (taken as a whole).

"In-Transit Inventory" means Inventory of a Borrower which is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrower from a location outside of (x) the continental United States, in the case of a U.S. Borrower, or (y) Canada, in the case of a Canadian Borrower, to a location of a Borrower that is within (a) the continental United States, in the case of a U.S. Borrower, or (b) Canada, in the case of a Canadian Borrower.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, payable in accordance with customary trade practices);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations of such Person, but excluding any obligations of such Person in respect of operating leases;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person (including, without limitation, Disqualified Stock), or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability

company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by, or on account of any obligation of, any Loan Party under any Loan Document, and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.04(a).

"Information" has the meaning specified in Section 10.07.

"Information Certificate" means (a) that certain information certificate dated as of the Closing Date, executed and delivered by the Loan Parties in favor of the Agents, and (b) each other perfection certificate (which shall be in form and substance substantially consistent with the certificate referenced in foregoing clause (a)) executed and delivered by the applicable Loan Party in favor of the Agents.

"Information Officer" means the information officer appointed by the Canadian Court in the Recognition Proceedings pursuant to the Canadian Supplemental Order.

"Initial DIP Term Loan" means a term loan in the principal amount equal to Sixteen Million Dollars ($16,000,000).

"Initial DIP Term Loan Notice" means the notice of Borrowing in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Initial Budget" has the meaning specified in Section 5.05(c).

"Intellectual Property" means the "Intellectual Property Collateral" as defined in the Security Agreement or the Canadian Security Agreement, as applicable. For the avoidance of doubt, Intellectual Property shall not include any "Excluded Property" as defined in the Security Agreement or the Canadian Security Agreement, as applicable.

"Intellectual Property Reserves" means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent's reasonable discretion with respect to Eligible Intellectual Property, including, without limitation, (a) to reflect the impediments to the Administrative Agent's ability to realize upon Eligible Intellectual Property, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Eligible Intellectual Property, (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect the Eligible Intellectual Property or (d) to reflect costs and expenses associated with the Eligible Intellectual Property (including any such costs and expenses that the Administrative Agent determines may need to be paid in connection with the realization upon the Eligible Intellectual Property).

"Intellectual Property Security Agreements" means, collectively, (a) the short-form intellectual property security agreements dated on or prior to the date of the Final Order Entry Date among any one or more Loan Parties and the Collateral Agent and (b) each other short-form intellectual property security agreement entered into after the Closing Date among any one or more Loan Parties and the Collateral Agent, in each case evidencing a Lien in the registered Material Intellectual Property of such Loan Parties in favor of the Collateral Agent.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of December 16, 2025, by and between the Agents, as agents for the secured parties under the Prepetition Credit Agreement and this Agreement, and the ABL Agent, as agent for the secured parties under the Prepetition ABL Credit Agreement and the DIP ABL Credit Agreement, and acknowledged and agreed to by the Loan Parties (as ratified and confirmed pursuant to the Orders and the Acknowledgment and Consent of Intercreditor Agreement), as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Intercreditor Provisions" has the meaning specified in Section 8.01(s).

"Interest Payment Date" means (i) the first day of each calendar month, (ii) on any date of prepayment, with respect to the principal amount of the DIP Term Loan being prepaid; and (iii) on the Termination Date.

"Interest Period" means, as to the DIP Term Loan, the period commencing on the Closing Date and ending on the last day of such calendar month and the last day of each calendar month thereafter; provided that each such period after such initial period shall commence on the day after the immediately preceding period expires; provided further, that no Interest Period shall extend beyond the Termination Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made.

"Interim Order" means, the order of the Bankruptcy Court entered in the Cases after an interim hearing, substantially in the form attached hereto as Exhibit I and/or otherwise in form and substance satisfactory to the Administrative Agent, together with all extensions, modifications, and amendments thereto approved by the Administrative Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, the Loan Parties to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" has the meaning given that term in the UCC or the PPSA, as applicable, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Inventory Advance Rate" means the product of (a) one hundred and two and one-half percent (102.5%) and (b) the product of one hundred percent (100%) multiplied by the inverse of the projected prevailing discount for the following week applied to such Inventory, as determined by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion.

"Inventory Reserves" means such reserves as may be established from time to time by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion with respect to the determination of the saleability, at retail or wholesale, as applicable, of the Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory or which reflect such other factors as affect the realizable value of such applicable Inventory.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) any Acquisition, or (d) any other investment of money or capital in order to obtain a profitable return. For purposes of covenant compliance,

the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Banker" has the meaning specified in Section 6.26.

"Investment Grade Account Debtor" means an account debtor that, at the time of determination, has a corporate credit rating and/or family rating, as applicable, of BBB- or higher by S&P or Baa3 or higher by Moody's.

"IRS" means the United States Internal Revenue Service.

"Joinder Agreement" means an agreement, substantially in the form attached hereto as Exhibit F, pursuant to which, among other things, a Person becomes a party to, and bound by the terms of, this Agreement and/or the other Loan Documents in the same capacity and to the same extent as either a Borrower or a Guarantor, as the Administrative Agent may determine.

"Judgment Currency" has the meaning specified in Section 10.27.

"Laws" means each international, foreign, federal, state, provincial, territorial, municipal, and local statute, treaty, rule, guideline, regulation, ordinance, code and administrative or judicial precedent or authority, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and each applicable administrative order, directed duty, request, license, authorization and permit of, and agreement with, any Governmental Authority, in each case whether or not having the force of law.

"Lead Borrower" has the meaning assigned to such term in the preamble of this Agreement.

"Lease" means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

"Lender" has the meaning specified in the introductory paragraph hereto.

"Lender Group Consultant" has the meaning specified in Section 6.27.

"Lender Insurance" has the meaning specified therefor in Section 6.07.

"Lender Professional Fees" means all reasonable and documented fees, costs, charges, disbursements and expenses of counsel, financial advisors, consultants (including any Lender Group Consultant), appraisers, field examiners and other professionals and advisors retained by or on behalf of any Agent, any Lender or any other Credit Party, or any "Credit Party" under (and as defined in) the Prepetition Credit Agreement, in each case whether payable under this Agreement, the other Loan Documents, the Prepetition Credit Agreement or the Orders (including any such amounts payable as adequate protection or otherwise pursuant to the Orders), and including any such amounts constituting Credit Party Expenses.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Lead Borrower and the Administrative Agent.

"Lien" means (a) any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale, Capital Lease Obligation, or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing) and (b) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidation" means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or "going out of business", "store closing" or other similarly themed sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Liquidation Value" means, as to any Eligible Real Estate, the six (6) month liquidation value of such Eligible Real Estate (which appraisal shall assume, among other things, a marketing time for such Eligible Real Estate of not greater than six (6) months) as set forth in the most recent appraisal of such Eligible Real Estate as determined from time to time by an independent appraisal firm engaged by, and reasonably acceptable to, the Administrative Agent, which appraisal shall be in form and contain assumptions and appraisal methods reasonably satisfactory to the Administrative Agent; provided that the Liquidation Value of Eligible Real Estate shall in no event exceed the maximum amount of the Obligations at any time specified to be secured by a Mortgage thereon.

"Loan Account" has the meaning assigned to such term in Section 2.11(a).

"Loan Documents" means this Agreement, each Note, the Fee Letter, the Intercreditor Agreement, the Acknowledgment and Consent of Intercreditor Agreement, all Borrowing Base Certificates, all Compliance Certificates, the Blocked Account Agreements, the Credit Card Notifications, the Security Documents, the Hong Kong Subordination Agreement, the Post-Closing Letter, the Mithaq Subordination Agreement, the Initial DIP Term Loan Notice, each Facility Guaranty, the Information Certificate, and any other instrument, document, certificate or agreement now or hereafter executed and delivered in connection herewith, or in connection with any transaction arising out of any Cash Management Services and Bank Products provided by a Lender or any of its Affiliates or branches, each as amended and in effect from time to time.

"Loan Parties" means, collectively, the Borrowers and each Guarantor.

"Loan Party Advisor" and "Loan Party Advisors" have the meanings specified in Section 6.26.

"Margin Stock" is as defined in Regulation U of the FRB as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the results of operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Loan Parties and their Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material impairment of the rights and remedies of the Agents or the Lenders under any Loan Document or a material adverse effect on (i) the Collateral, (ii) the validity, perfection or priority of any Lien granted by any Loan Party in favor of any Agent on any material portion of the Collateral, or (iii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a

party. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event in and of itself does not have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect. Notwithstanding the foregoing, the filing of the Cases, any defaults under prepetition agreements that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, any events disclosed in any first day pleadings or declarations filed in connection with the Cases on the Petition Date, and the events specifically described in the Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Motions, filed with the Bankruptcy Court on or about the Petition Date, obtaining the Canadian Interim Stay Order, commencing the Recognition Proceedings and the events specifically described in the Affidavit of Rudolph Morando filed in support of the Canadian Interim Stay Order, the Canadian Initial Recognition Order and the Canadian Supplemental Order (collectively, the "Events and Circumstances") will, individually and collectively, not be deemed to have a Material Adverse Effect.

"Material Contract" means, with respect to any Person, each contract (including any Franchise Agreements and Intellectual Property licensing agreements) to which such Person is a party, the termination or breach of which would be reasonably likely to result in a Material Adverse Effect, but excluding the DIP ABL Loan Documents.

"Material Indebtedness" means (a) the ABL Obligations (it being understood that the ABL Obligations shall be deemed to be "Material Indebtedness" until the Discharge of ABL Obligations), (b) all Indebtedness under the Mithaq Subordinated Notes, and (c) any other Indebtedness (other than the Obligations and any Indebtedness permitted under clause (m) of the definition of "Permitted Indebtedness") of the Loan Parties in an aggregate principal amount exceeding $1,500,000. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof. For the avoidance of doubt, no obligations secured by or payable in respect of the CCAA Priority Charges or any other charge granted by the Canadian Court in the Recognition Proceedings shall constitute Material Indebtedness.

"Material Intellectual Property" means Intellectual Property that is exclusively owned by a Loan Party and material to the conduct of business of the Loan Parties, taken as a whole (which, for the avoidance of doubt, does not include Immaterial Intellectual Property).

"Maturity Date" means the earliest of (a) March 1, 2027, (b) the effective date of a Chapter 11 plan of reorganization in any of the Cases, and (c) the closing of a sale of all or substantially all of the assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code, or otherwise, (d) the date that is thirty (30) days after the Petition Date if the Final Order Entry Date has not occurred on or prior to such date, and (e) the date of dismissing any of the Cases or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code.

"Maximum Rate" has the meaning provided therefor in Section 10.09(a).

"Milestone" and "Milestones" have the meanings specified in Section 6.23.

"Minimum Excess Availability" has the meaning provided therefor in Section 7.19.

"Mithaq" means Mithaq Capital SPC, a Cayman segregated portfolio company.

"Mithaq Commitment Letter" means that certain Commitment Letter, dated as of May 2, 2024, as amended by that certain Amendment No. 1 to Commitment Letter dated as of September 10, 2024 between Mithaq and the Lead Borrower, Amendment No. 2 to Commitment Letter dated as of September 4, 2025

between Mithaq and the Lead Borrower, and Amendment No. 3 to Commitment Letter dated as of December 16, 2025 between Mithaq and the Lead Borrower, and as may be further amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement.

"Mithaq Subordinated Notes" means, collectively, (i) the First Mithaq Subordinated Note, (ii) the Second Mithaq Subordinated Note, (iii) the Third Mithaq Subordinated Note, (iv) the Fourth Mithaq Subordinated Note and (v) the Mithaq Commitment Letter and any promissory notes or similar instruments entered into after December 16, 2025 pursuant to the Mithaq Commitment Letter as in effect on September 24, 2026, so long as (A) the terms of such future Subordinated Indebtedness referred to in the previous clause (v) are no less favorable than the Mithaq Subordinated Notes outstanding on the date of the incurrence of such subordinated debt and (B) such further Subordinated Indebtedness referred to in the previous clause (v) is subject to the Mithaq Subordination Agreement or another subordination agreement in form and substance satisfactory to the Administrative Agent.

"Mithaq Subordination Agreement" means that certain Second Amended and Restated Subordination Agreement, dated as of December 16, 2025, by and among Mithaq, the Administrative Agent, the ABL Agent and the Loan Parties (as amended by that certain First Amendment to Second Amended and Restated Subordination Agreement, dated as of September 24, 2026, and as may be further amended, restated, supplemented or otherwise modified from time to time).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means the Mortgage on the Alabama Property by Services Company in favor of the Collateral Agent for the benefit of the Lenders party to this Agreement.

"Mortgage Policy" has the meaning specified in the definition of Eligible Real Estate.

"Mortgaged Property" means any real property of the Loan Parties which is required to be encumbered by a Mortgage.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Lead Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Net Proceeds" means:

(a) with respect to any Disposition by any Loan Party or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of any Loan Party or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset by a Lien permitted hereunder which is senior to the Collateral Agent's Lien on such asset and that is required to be repaid (or to establish an escrow for the future repayment thereof) in connection with such transaction (other than Indebtedness under the Loan Documents, the Prepetition ABL Loan Documents and the DIP ABL Loan Documents), (B) to the extent such cash proceeds are received from a Disposition of, or an Extraordinary Receipt received or paid to the account of, ABL Priority Collateral, so long as the Discharge of ABL Obligations has not occurred, the principal amount, premium or penalty, if any, interest and other ABL Obligations, in each case, which are required to be repaid or cash collateralized with any such proceeds, and (C) the reasonable and

customary out-of-pocket expenses incurred by such Loan Party or such Subsidiary in connection with such transaction (including, without limitation, appraisals, and brokerage, legal, title and recording or transfer tax expenses and commissions) paid by any Loan Party to third parties (other than Affiliates); and

(b) with respect to the sale or issuance of any Equity Interest by any Loan Party or any of its Subsidiaries, or the incurrence or issuance of any Indebtedness by any Loan Party or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the underwriting discounts and commissions, and other reasonable and customary out-of-pocket expenses, incurred by such Loan Party or such Subsidiary in connection therewith.

"New Headquarters Lease" means that certain Lease Agreement, dated as of March 11, 2009, by and between Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), as the landlord, and Services Company, as the tenant, for the leased premises located at 500 Plaza Drive, Secaucus, New Jersey (as modified pursuant to the terms of the New Headquarters Lease Side Letter and New Headquarters Sixth Modification Agreement).

"New Headquarters Lease Guaranty" means that certain Guaranty, dated as of March 11, 2009, made by the Lead Borrower in favor of Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.) (as modified pursuant to the terms of the New Headquarters Lease Side Letter and the New Headquarters Sixth Modification Agreement), pursuant to which the Lead Borrower guarantees the payment and performance of all obligations of Services Company under the New Headquarters Lease, in the form attached hereto as Schedule 1.04.

"New Headquarters Lease Side Letter" means that certain letter agreement, dated as of March 11, 2009, by and among the Lead Borrower, Services Company and Hancock S-REIT SECA LLC (as successor in interest to 500 Plaza Drive Corp.), in the form attached hereto as Schedule 1.05.

"New Headquarters Sixth Modification Agreement" means that certain agreement, dated as of January 23, 2024, by and among Services Company and Hancock S-REIT SECA LLC.

"NOLV" means, with respect to Eligible Inventory, Eligible In-Transit Inventory and Eligible Warehoused Inventory ,the appraised orderly liquidation value of such Inventory (expressed as a percentage of the Cost of such Inventory as set forth in the inventory stock ledger of the Lead Borrower or the Canadian Borrowers, as applicable), net of costs and expenses to be incurred in connection with any such liquidation, which value shall be determined from time to time, subject to the last sentence of Section 6.10(b), by the most recent reasonably acceptable appraisal undertaken by an independent appraiser engaged by the ABL Agent or, subject to Section 6.10(b), the Administrative Agent.

"Non-Consenting Lender" has the meaning provided therefor in Section 10.01.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means (a) all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the DIP Term Loan (including guarantee obligations, payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs, expenses and indemnities that accrue after the commencement by or against any Loan Party or any Affiliate thereof of

any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest, fees, costs, expenses and indemnities are allowed claims in such proceeding and (b) any Other Liabilities; provided that the Obligations shall not include any Excluded Swap Obligations.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Orders" means, collectively, the Interim Order and the Final Order, or either of them individually, as the context may require.

"Organization Documents" means, (a) with respect to any corporation, or other body corporate, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, and (d) in each case, all shareholder or other equity holder agreements, voting trusts and similar arrangements to which such Person is a party or which is applicable to its Equity Interests and all other arrangements relating to the Control or management of such Person.

"Other Liabilities" means any obligation on account of (i) any Cash Management Services furnished to any of the Loan Parties or any of their Subsidiaries and/or (ii) any transaction with any Lender or any of their respective Affiliates or branches, which arises out of any Bank Product entered into with any Loan Party and any such Person, as each may be amended from time to time.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except such taxes imposed with respect to an assignment (other than an assignment pursuant to Section 10.13) as a result of a recipient's present or former connection with the jurisdiction imposing such tax.

"Participant" has the meaning specified in Section 10.06(d).

"Patriot Act" has the meaning specified in Section 5.27.

"Payment in Full" means the payment in Dollars in full in cash or immediately available funds of all outstanding obligations (excluding contingent indemnification obligations for which a claim has not then been asserted). "Paid in Full" shall have the correlative meaning.

"Payment Recipient" has the meaning provided in Section 9.17.

"PBGC" means the Pension Benefit Guaranty Corporation.

"PCAOB" means the Public Company Accounting Oversight Board.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Borrower or any ERISA Affiliate or to which any Borrower or any ERISA Affiliate

contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Borrowing Base Encumbrances" means Liens described in clauses (a), (g), (n) and (s)(i) of the definition of "Permitted Encumbrances" and clause (s)(ii) of the definition of "Permitted Encumbrances" relative only to (w) clause (c)(i), (x) clause (c)(ii) solely as such clause (c)(ii) relates to exclusive licenses in favor of Amazon.com, unless otherwise agreed to in writing by the Administrative Agent, (y) clause (c)(iv) solely as such clause (c)(iv) relates to non-exclusive licenses permitted thereunder (it being understood and agreed that all license agreements listed on Schedule 5.17(b) as of the Closing Date are non-exclusive), and (z) clause (c)(v), in each case, of the definition of "Permitted Disposition.

"Permitted Disposition" means any of the following:

(a) Dispositions of Inventory in the ordinary course of business (provided that the foregoing shall not include bulk or "going out of business" sales of Inventory);

(b) Dispositions pursuant to (i) the Specified Store Closing Sales and (ii) the Permitted Sale, in each case in accordance with the Specified Liquidation Agreement and/or the Purchase Agreement (as applicable), the Approved Budget (subject to the Permitted Variance), the Milestones, the Orders and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Recognition Orders; provided that, no Stores may be removed from the Specified Liquidation Agreement and the Specified Store Closing Sales, in each case, without the reasonable consent of the Administrative Agent; provided further that no FF&E (as defined in the Specified Liquidation Agreement) may be Disposed of without the reasonable consent of the Administrative Agent.

(c) (i) non-exclusive licenses of Intellectual Property of a Loan Party or any of its Subsidiaries in the ordinary course of business, (ii) exclusive licenses (within a specific and defined field of use) of Intellectual Property within the United States or Canada in connection with wholesale arrangements (but not, for the avoidance of doubt, in connection with retail store or e-commerce operations), (iii) exclusive licenses (within a specific and defined field of use) of Intellectual Property in jurisdictions outside of the United States and Canada for the use of such Intellectual Property, in each case of the preceding clauses (i), (ii) and (iii), on an arm's length basis in the ordinary course of business and on terms and conditions that do not restrict the Agents' right to utilize and/or dispose of such Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof, (iv) licenses set forth on Schedule 5.17(b) hereto, (v) Franchise Agreements set forth on Schedule 5.17(b) hereto, and (vi) the Zeavion License, in each case of the preceding clauses (i) through (vi), as in effect on the Petition Date;

(d) licenses for the conduct of licensed departments within the Loan Parties' Stores in the ordinary course of business, in each case, as in effect on the Petition Date; provided that, if requested by the Agents, the Agents shall have entered into an intercreditor agreement with the Person operating such licensed department on terms and conditions reasonably satisfactory to the Agents;

(e) Subject to the provisions of clause (b) above with respect to furniture, fixtures and equipment, Dispositions of Equipment in the ordinary course of business that is substantially worn, damaged, obsolete or, in the judgment of a Loan Party, no longer useful or necessary in its business or that of any Subsidiary and is not replaced with similar property having at least equivalent value;

(f) sales, transfers and Dispositions among the Loan Parties or by any Subsidiary to a Loan Party other than any such sales, transfers or Dispositions from any U.S. Loan Party to any Canadian

Loan Party (unless such sale, transfer or Disposition is being effected to consummate a substantially concurrent sale, transfer or Disposition otherwise permitted hereunder);

(g) sales, transfers and Dispositions of or by any Subsidiary which is not a Loan Party to another Subsidiary that is not a Loan Party; and

(h) the abandonment, cancellation or lapse of or similar action or non-action that results in the failure to preserve, renew, maintain or register any Immaterial Intellectual Property of any Loan Party or any of its Subsidiaries.

Notwithstanding anything to the contrary contained in this definition:

(A) except as provided in clauses (b)(ii), (c)(i), (c)(iii), (c)(iv), (d) and (h) above, no Related Intellectual Property (other than Immaterial Intellectual Property) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) such transfer, sale or disposition is permitted under the DIP ABL Credit Agreement;

(B) no other asset included in the determination of the Borrowing Base or the Aggregate Borrowing Base (other than Dispositions described in clause (a) above) shall be the subject of any transfer, sale or disposition (in each case, pursuant to a Disposition, a Permitted Investment, a Permitted Encumbrance or otherwise) to any non-Loan Party in compliance with this definition above unless (x) before and after giving effect to any such Disposition, at least three (3) Business Days prior to the consummation of such Disposition, the Lead Borrower shall have delivered to the Administrative Agent an updated Borrowing Base Certificate excluding the assets subject to such Disposition from the calculations thereunder; and

(C) no inventory, equipment, fixtures or furniture shall be the subject of any transfer, sale or disposition through a third-party ecommerce platform (including, without limitation, Amazon.com or an equivalent platform) outside the ordinary course of business, not consistent with past practice and at a discount without the consent of the Administrative Agent.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by applicable Law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 6.04;

(c) Pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, other than any Lien imposed by ERISA or by applicable Law relating to Canadian Pension Plans;

(d) Liens or deposits to secure the performance of bids, trade contracts and leases (other than obligations for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) Liens in respect of judgments that would not constitute an Event of Default hereunder;

(f) Easements, covenants, conditions, restrictions, building code laws, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of a Loan Party and such other minor title defects or survey matters that are disclosed by current surveys that, in each case, do not materially interfere with the current use of the real property;

(g) Liens existing on the Closing Date and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is otherwise permitted hereunder;

(h) Liens on fixed or capital assets acquired by any Loan Party which are permitted under clause (d) of the definition of Permitted Indebtedness so long as (i) the Indebtedness secured thereby does not exceed the cost of acquisition of such fixed or capital assets and (ii) such Liens shall not extend to any other property or assets of the Loan Parties;

(i) Liens in favor of (i) the Collateral Agent securing the Obligations and (ii) SLR, in its capacity as collateral agent under the Prepetition Credit Agreement securing the Prepetition Obligations;

(j) Landlords' and lessors' Liens in respect of rent not in default;

(k) Possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Closing Date and Permitted Investments, provided that such liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(l) Liens arising solely by virtue of any statutory or common law provisions relating to banker's liens, liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(m) Liens arising from precautionary UCC or PPSA filings regarding "true" operating leases;

(n) Liens granted in the ordinary course of business solely on the unearned portion of insurance premiums, which Liens secure the financing of insurance premiums to the extent such financing is permitted under clause (k) of the definition of Permitted Indebtedness;

(o) Liens referred to in Schedule B of the Mortgage Policy insuring the Mortgage;

(p) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii)(A) that are being contested in good faith by appropriate proceedings, (B) the applicable Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (C) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation;

(q) the DIP ABL Liens;

(r) [reserved];

(s) (i) the Zeavion License and (ii) licenses of Intellectual Property permitted under clause (c) of the definition of "Permitted Disposition";

(t) the Prepetition Permitted Prior Liens (as defined in the Orders);

(u) the CCAA Priority Charges; and

(v) the Adequate Protection Liens (as defined in the Orders).

Notwithstanding anything to the contrary, except as provided in any one or more of clauses (i), (q), (t), (u) and (v) above, the term "Permitted Encumbrances" shall not include any Lien securing obligations for borrowed money.

"Permitted Holders" means the Persons set forth on Schedule 1.02 annexed hereto.

"Permitted Indebtedness" means:

(a) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03;

(b) (i) Indebtedness of any Loan Party to any other Loan Party; provided that such Indebtedness shall (A) be evidenced by such documentation as the Administrative Agent may reasonably require, (B) constitute "Collateral" under this Agreement and the Security Documents, (C) be on terms (including subordination terms) reasonably acceptable to the Administrative Agent, and (D) be otherwise permitted pursuant to Section 7.03, and (ii) Indebtedness of a Subsidiary or Affiliate of a Loan Party that is not a Loan Party to another Subsidiary or Affiliate of a Loan Party that is not a Loan Party;

(c) [reserved];

(d) [reserved];

(e) [reserved];

(f) Subordinated Indebtedness (including, without limitation, Indebtedness under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) outstanding as of the Petition Date so long as such Indebtedness is at all times subject to the subordination agreement applicable thereto;

(g) the Prepetition Senior Debt;

(h) the Obligations;

(i) Indebtedness of the Loan Parties incurred under the DIP ABL Loan Documents in an aggregate principal amount (when taken together with Indebtedness of the Loan Parties incurred under the Prepetition ABL Credit Agreement outstanding as of the Closing Date) not to exceed the Maximum ABL Loan Facility Amount (as defined in the Intercreditor Agreement);

(j) [reserved];

(k) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries in the ordinary course of the Loan Parties' business, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(l) the New Headquarters Lease Guaranty; and

(m) all obligations and liabilities of any Loan Party secured by, or otherwise payable in respect of, the CCAA Priority Charges.

"Permitted Investments" means:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States or Canadian government is pledged in support thereof;

(b) commercial paper issued by any Person organized under the laws of any state of the United States or under the laws of Canada or any province thereof and, in each case, (i) rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, and (ii) with maturities of not more than 180 days from the date of acquisition thereof;

(c) time deposits with, or insured certificates of deposit, guaranteed investment certificates or bankers' acceptances of, any commercial bank that (i) (A) is a Lender, (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, or (C) is organized under the federal laws of Canada, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (b) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(e) Investments, classified in accordance with GAAP as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment Company Act of 1940, as amended, or similar applicable Law in Canada which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and which invest solely in one or more of the types of securities described in clauses (a) through (d) above;

(f) Investments existing on the Closing Date, and set forth on Schedule 7.02, but not any increase in the amount thereof or any other modification of the terms thereof;

(g) (i) Investments by any Loan Party and its Subsidiaries in their respective Subsidiaries outstanding on the Closing Date, and (ii) additional Investments by any Loan Party and its Subsidiaries in any other Loan Party; provided that such Investments made by any U.S. Loan Party in any Canadian Loan Party shall be made only in the ordinary course of business consistent with the past practices of the Loan Parties;

(h) [reserved];

(i) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness;

(j) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(k) Guarantees constituting Permitted Indebtedness; and

(l) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

provided, however, that notwithstanding the foregoing, no such Investments specified in clauses (a) through (e) shall be permitted unless such Investments are pledged to the Collateral Agent as additional Collateral for the Obligations pursuant to such agreements as may be reasonably required by the Collateral Agent.

Notwithstanding anything to the contrary contained in this definition, (A) no Material Intellectual Property shall be the subject of any Investment in any non-Loan Party (unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted hereunder), and (B) no other asset included in the determination of any Borrowing Base or any ABL Borrowing Base shall be the subject of any Investment to any non-Loan Party without the Administrative Agent's prior consent.

"Permitted Sale" means (a) the sale of all or substantially all of the Loan Parties' business assets pursuant to the Purchase Agreement or another similar sale as approved by the Bankruptcy Court and the Administrative Agent; provided that any sale pursuant to the Purchase Agreement or as otherwise approved by the Bankruptcy Court and the Administrative Agent shall either (x) be for cash consideration to be paid at the closing of such sale in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations and shall not be subject to any financing contingencies, or (y) be consented to in writing by the Administrative Agent, or (b) a transaction or transactions on terms and conditions acceptable to the Administrative Agent combining the sale of all or substantially all of the Loan Parties' Inventory, equipment, Real Estate and Intellectual Property and the permanent closing of all or a

portion of the Loan Parties' Stores and the sale of all Collateral of the Loan Parties located therein through the retention by the Loan Parties of one or more Approved Liquidators, as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code, which transaction shall be (x) in the form of an "equity bid" including a payment at closing in an amount in excess of all outstanding Obligations under the DIP Facility and all outstanding Prepetition Obligations or (y) consented to in writing by the Administrative Agent. In the case of clauses (a) and (b) above, all of the Net Proceeds of such Permitted Sale (in an amount equal to the outstanding balance of the Obligations and the Prepetition Obligations) shall be paid to the Administrative Agent for application in accordance with the terms and conditions of this Agreement and the Orders.

"Permitted Variance" means the variances from the Approved Budget not prohibited under Section 7.20(a).

"Person" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

"Petition Date" has the meaning specified in the recitals hereto.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate, other than a Multiemployer Plan.

"Post-Closing Letter" means that certain letter agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent.

"PPSA" means the Personal Property Security Act (Ontario), including the regulations and minister's orders made pursuant thereto, provided that if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, "PPSA" means the Personal Property Security Act or such other applicable legislation (including the Civil Code of Quebec and the regulations thereunder) in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prepayment Event" means:

(a) any sale, transfer or other Disposition of any property or asset of a Loan Party constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral);

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation, expropriation or similar proceeding of, any property or asset of a Loan Party constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral), except to the extent any portion of the proceeds therefrom is required to be paid to the holder of a Lien on such property or asset having priority over the Lien of the Collateral Agent in accordance with the Orders and Canadian Recognition Orders (in which event, solely such portion shall be excluded pursuant to this clause (b));

(c) the issuance by a Loan Party of any Equity Interests, other than any such issuance of Equity Interests (i) to a Loan Party or (ii) as a compensatory issuance to any employee, director, or consultant (including under any option plan);

(d) the incurrence by a Loan Party of any Indebtedness for borrowed money other than Permitted Indebtedness; or

(e) the receipt by any Loan Party of any Extraordinary Receipts constituting Term Priority Collateral (or, after the Discharge of ABL Obligations, any Collateral);

"Prepetition ABL Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 9, 2019 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent, collateral agent L/C issuer and swingline lender.

"Prepetition ABL Loan Documents" means the "Loan Documents" as such term is defined in the Prepetition ABL Credit Agreement.

"Prepetition ABL Obligations" means the "Obligations" as such term is defined in the Prepetition ABL Credit Agreement.

"Prepetition Credit Agreement" means that certain Credit Agreement, dated as of December 16, 2025 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Petition Date), among the Lead Borrower, the other borrowers and guarantors party thereto, the lenders party thereto and SLR, as administrative agent and collateral agent.

"Prepetition Facility" means the credit facility advanced under the Prepetition Credit Agreement and the other "Loan Documents" as defined therein.

"Prepetition Obligations" means the "Obligations" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Permitted Senior Liens" means the Liens granted pursuant to the Orders (including the Adequate Protection Liens (as defined in the Orders)) and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, in all cases, granted to the Administrative Agent, the Collateral Agent and the ABL Agent, in their capacities as such under the Prepetition Credit Agreement and the Prepetition ABL Credit Agreement, respectively, in each case subject to the priorities set forth in the Orders, the Canadian Interim Recognition Order, the Canadian Final DIP Recognition Order and the Intercreditor Agreement.

"Prepetition Term Loan" means the aggregate amount of the outstanding "Term Loan" under, and as defined in, the Prepetition Credit Agreement.

"Prepetition Total Revolving Outstandings" means the "Prepetition Total Revolving Outstandings" as defined in the DIP ABL Credit Agreement.

"Prepetition Senior Debt" means the Indebtedness under (a) the Prepetition Credit Agreement and (b) the Prepetition ABL Credit Agreement, in each case, subject to the terms of the Intercreditor Agreement.

"Prior Week" means, as of any date of determination, the immediately preceding week ended on a Saturday and commencing on the prior Sunday.

"Professional Fee Escrow Account" means a segregated non-interest bearing account established by the Debtors, into which the proceeds of ABL Revolving Loans are deposited and held in accordance with the Orders and the Canadian Recognition Orders, the funds in which shall be held in escrow solely for the benefit of the Case Professionals.

"Provider" has the meaning specified in Section 9.16.

"PTO" means the United States Patent and Trademark Office.

"Purchase Agreement" shall mean (i) the Stalking Horse Purchase Agreement or (ii) such other purchase agreement with respect to the Permitted Sale to be entered into by and among the Loan Parties and such other bidder selected in accordance with the Bid Procedures, as applicable, on terms and conditions acceptable to the Administrative Agent (in its reasonable discretion), as amended and restated, supplemented or otherwise modified from time to time in accordance with this Agreement.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified in Section 10.28.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Quebec Deeds of Hypothec" means that certain (a) deed of hypothec, dated as of the Closing Date, between Children's Place Canada and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties) and (b) deed of hypothec, dated as of the Closing Date, between TCP Investment Canada II Corp. and the Collateral Agent (in its capacity as hypothecary representative for the Credit Parties).

"Real Estate" means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Realty Reserves" means such reserves as the Administrative Agent from time to time determines in the Administrative Agent's reasonable discretion as being appropriate to reflect the impediments to the Agents' ability to realize upon any Eligible Real Estate. Without limiting the generality of the foregoing, Realty Reserves may include (but are not limited to) (a) Environmental Compliance Reserves, (b) reserves for (i) municipal taxes and assessments, (ii) repairs and (iii) remediation of title defects, and (c) reserves for Indebtedness secured by Liens having priority over the Liens of the Collateral Agent.

"Receivables Reserves" means such Reserves as may be established from time to time by (x) prior to the Discharge of ABL Obligations, the ABL Agent, and (y) thereafter, the Administrative Agent, in its reasonable discretion with respect to the determination of the collectability in the ordinary course of Eligible Trade Receivables, including, without limitation, on account of dilution.

"Recognition Proceedings" has the meaning set forth in the recitals.

"Register" has the meaning specified in Section 10.06(c).

"Related Intellectual Property" means Intellectual Property of any Loan Party that the Administrative Agent determines in its reasonable discretion is necessary to permit any Agent to enforce its rights and remedies under the Loan Documents with respect to the Collateral or the disposition of which would otherwise adversely affect the NOLV of the Inventory of the Loan Parties.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, consultants and advisors of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Remedies Notice Period" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Reports" has the meaning provided in Section 9.11(a).

"Required Lenders" means, as of any date of determination, Lenders holding 50.1% of the Total Outstandings; provided, that at any time there are two (2) or more non-Affiliate Lenders, "Required Lenders" must include at least two (2) non-Affiliate Lenders.

"Reserves" means all Inventory Reserves, Intellectual Property Reserves, Availability Reserves (including the Tariff Refund Reserve), Receivables Reserves and Realty Reserves; provided that "Reserves" shall be without duplication of any "Reserves" as defined in the DIP ABL Credit Agreement.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, chief restructuring officer, chief financial officer or treasurer of a Loan Party or any of the other individuals designated in writing (which writing may be an authorizing resolution duly entered into in connection herewith) to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent of any thereof), or any option, warrant or other right

to acquire any such dividend or other distribution or payment. Without limiting the foregoing, "Restricted Payments" with respect to any Person shall also include all payments made by such Person with any proceeds of a dissolution or liquidation of such Person.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC or the Government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority (including the Government of Canada), (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the Government of Canada, (c) the United Nations Security Council, (d) the European Union or any European Union member state, (e) His Majesty's Treasury of the United Kingdom, or (f) any other Governmental Authority with jurisdiction over any Credit Party or any Loan Party or any of their respective Subsidiaries or Affiliates.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Second Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of April 16, 2024 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Security Agreement" means the Senior Secured Superpriority Debtor-in-Possession Term Loan Security Agreement dated as of the Closing Date among the Loan Parties and the Collateral Agent.

"Security Documents" means the Security Agreement, the Mortgage, the Intellectual Property Security Agreements, the Blocked Account Agreements, the Credit Card Notifications, the Canadian Security Agreement, the Quebec Deeds of Hypothec, the Hong Kong Share Pledge and each other security agreement, deed of hypothec or other instrument or document executed and delivered to the Collateral Agent pursuant to this Agreement or any other Loan Document granting a Lien to secure any of the Obligations.

"Services Company" means The Children's Place Services Company, LLC, a Delaware limited liability company.

"Settlement Date" has the meaning provided in Section 2.14(a).

"Shareholders' Equity" means, as of any date of determination, Consolidated shareholders' equity of the Lead Borrower and its Subsidiaries as of that date determined in accordance with GAAP.

"Shrink" means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

"SLR" means Crystal Financial LLC d/b/a SLR Credit Solutions and its successors and permitted assigns.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a DIP Term Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (ii) of the definition of "Base Rate").

"Specified Account Debtors" means the account debtors set forth on Schedule 1.06.

"Specified Liquidation Agreement" means that certain Consulting Agreement, dated as of November 3, 2026, by and between the Lead Borrower and the Approved Liquidator, which, among other things, provides for the Specified Store Closing Sales on terms satisfactory to the Administrative Agent (and the Administrative Agent hereby acknowledges such terms with respect to the Specified Store Closing Sales as being conducted as of the date hereof are satisfactory as of the Closing Date), together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified in accordance with this Agreement.

"Specified Store Closing Sales" means the closure of, and liquidation of Inventory and Equipment located at all Stores existing as of the Petition Date, in each case by the Approved Liquidator pursuant to the Specified Liquidation Agreement, solely through in-store sales at such Stores (and not through Amazon or any other online marketplace or other off-site channel without the prior written consent of the Administrative Agent in its reasonable discretion).

"Spot Rate" has the meaning given to such term in Section 1.07 hereof.

"Stalking Horse Bidder" has the meaning assigned to such term in the definition of "Stalking Horse Purchase Agreement."

"Stalking Horse Purchase Agreement" means an agreement between Lead Borrower and a buyer (the "Stalking Horse Bidder"), in form and substance satisfactory to the Administrative Agent, which provides for a Permitted Sale on terms satisfactory to the Administrative Agent, together with all material documents, exhibits, annexes and schedules relating thereto (each of which shall have been approved by the Administrative Agent), as amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Store" means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

"Store Closures Motion" means a store closure motion, in form and substance acceptable to the Administrative Agent, requesting an order of the Bankruptcy Court approving, among other things, the assumption by the Debtors of the Specified Liquidation Agreement.

"Subordinated Indebtedness" means Indebtedness (including, without limitation, Indebtedness arising under the (i) Mithaq Subordinated Notes and (ii) Hong Kong Subordinated Notes) which is expressly subordinated in right of payment to the prior payment in full of the Obligations and which is in form and on terms approved in writing by the Administrative Agent.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, unlimited liability company or other business entity of which a majority of the shares or Equity Interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Superpriority Claim" means any administrative expense claim in the Case of any Debtor having priority over any and all administrative expenses, diminution claims and all other priority claims against the Debtors, subject only to the Carve Out and (solely in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada) the CCAA Priority Charges, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c) (subject only to and effective upon entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code.

"Supported QFC" has the meaning specified in Section 10.28.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in

accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Tariff Refund Assets" means all rights, claims, receivables, causes of action, choses in action, Accounts, payment intangibles, general intangibles and supporting obligations (each of the foregoing three terms as defined in the UCC or the PPSA, as applicable), tax refunds, customs-duty refunds, tariff refunds, duty drawbacks, protests, petitions, applications, administrative claims, judicial claims, books and records, entry documents, entry summaries, liquidation or reliquidation notices, rulings, correspondence, CBP portal records, CAPE records, payment instructions, and other rights and documents arising out of, relating to, or payable in respect of any customs duties, tariffs, fees, charges or similar amounts imposed, assessed, collected, refundable, credited or refunded by CBP or any other Governmental Authority, including any tariff or duty imposed under the International Emergency Economic Powers Act.

"Tariff Refund Proceeds" means all cash, Cash Equivalents, credits, payments, proceeds, purchase price, deferred purchase price, settlement amounts, judgments, awards, refunds, drawbacks, reimbursements, distributions or other consideration received by or on behalf of any Loan Party in respect of any Tariff Refund Asset, including proceeds of any sale, assignment, participation, factoring, financing, monetization, compromise, settlement, release, collection or other Disposition of any Tariff Refund Asset.

"Tariff Refund Report" has the meaning provided in Section 6.02(s).

"Tariff Refund Reserve" means an Availability Reserve established by the Administrative Agent in its reasonable discretion against the applicable Borrowing Base in an amount equal to the aggregate amount of all Tariff Refund Assets recognized, accrued, claimed or expected by any Loan Party.

"Tariff Reimbursement Claims" means all actual, asserted, threatened, contingent, disputed, unliquidated, unmatured, conditional, contractual, equitable, statutory, or other claims, demands, rights of reimbursement, rights of recoupment, rights of setoff, rebates, credits, refunds, price adjustments, chargebacks, deductions, allowances, or similar rights that any customer, account debtor, vendor, supplier, broker, purchaser, consignee, distributor, retailer, or other Person may have or assert against any Loan Party arising out of or relating to any customs duties, tariffs, fees, charges, or similar amounts that were charged to, reimbursed by, passed through to, included in pricing to, or otherwise borne directly or indirectly by such Person.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority in connection with any and all payments to be made by or on account of any obligation of the Borrowers hereunder or under any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

"TCP Board Letter Agreement" means that certain letter agreement, dated as of February 29, 2024, between the Lead Borrower and Mithaq.

"TCP Brands" means TCP Brands, LLC, a Delaware limited liability company.

"TCP Canada Inc." means TCP Canada Inc., a Nova Scotia company.

"TCP IH II, LLC" means TCP IH II, LLC, a Delaware limited liability company, the sole member of which is The Children's Place Canada Holdings, Inc.

"TCP International" means The Children's Place International, LLC, a Virginia limited liability company.

"TCP Investment Canada I Corp." means TCP Investment Canada I Corp., a Nova Scotia unlimited liability company, and the sole limited partner of Children's Place Canada.

"TCP Investment Canada II Corp." means TCP Investment Canada II Corp., a Nova Scotia unlimited liability company, the general partner of Children's Place Canada.

"TCP Worldwide" means TCP Worldwide Holdings Limited, a Hong Kong limited liability company.

"Term Aggregate Borrowing Base" means, as of any date of determination, an amount equal to the sum of (i) the Canadian Borrowing Base and (i) the U.S. Borrowing Base.

"Term DIP Charge" has the meaning specified in the Canadian Interim DIP Recognition Order and in the Canadian Final DIP Recognition Order (upon granting of the Canadian Final DIP Recognition Order).

"Term Loan Priority Account" means that certain bank account maintained at Wells Fargo Bank, N.A. ending in x4096.

"Term Loan Priority Account Cash Release Notice" means, after the Discharge of ABL Obligations, a notice requesting release of cash held in the Term Loan Priority Account, which shall be substantially in the form of Exhibit K.

"Term Priority Collateral" has the meaning given to such term in the Intercreditor Agreement.

"Term Loan Pushdown Reserve" means, at any time, an amount equal to the greater of (a) $0 and (b) the amount, if any, by which the sum of the Total Outstandings (minus the Early Prepayment Fee (as defined in the Prepetition Credit Agreement)) exceeds the Term Aggregate Borrowing Base.. The Loan Parties hereby agree and acknowledge that the ABL Agent has agreed at all times to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base, as and when applicable, in accordance with the terms of the DIP ABL Credit Agreement and the Intercreditor Agreement.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a three (3) month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the three (3) month tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such three (3) month tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such three (3) month tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one (1) month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the one (1) month tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for the one (1) month tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such one (1) month tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

If Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Term Termination Declaration" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Obligations is accelerated (or deemed accelerated) in accordance with Article VIII, or (iii) the date on which all of the Obligations are Paid in Full.

"The Children's Place Canada Holdings, Inc." means The Children's Place Canada Holdings, Inc., a Delaware corporation, and a wholly owned Subsidiary of the Lead Borrower.

"Third Mithaq Subordinated Note" means that certain Unsecured Promissory Note, dated as of July 1, 2026 (as amended, amended and restated, supplemented, replaced, renewed and otherwise in effect from time to time in accordance with the terms of this Agreement and the Mithaq Subordination Agreement) by and among the Loan Parties party thereto and Mithaq.

"Total Outstandings" means the sum of (a) the outstanding principal balance of the DIP Term Loan and (b) the aggregate outstanding principal balance of the Prepetition Term Loan.

"Trading with the Enemy Act" has the meaning set forth in Section 10.22.

"Transaction Fees" means any "success", "restructuring", "transaction" or similar fee payable to the Investment Banker or any other Loan Party Advisor.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than

New York, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

"UFCA" has the meaning specified in Section 10.20(d).

"UFTA" has the meaning specified in Section 10.20(d).

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

"U.S. Borrowers" means, collectively, the Lead Borrower, Services Company, TCP Brands, TCP International and each other Domestic Subsidiary who shall from time to time enter into a Joinder Agreement as a U.S. Borrower.

"U.S. Borrowing Base" means, at any time of calculation, an amount equal to:

(a) the face amount of the U.S. Borrowers' Eligible Credit Card Receivables multiplied by one hundred and two and one-half percent (102.5%) of Eligible Credit Card Receivables;

plus

(b) the face amount of the U.S. Borrowers' Eligible Trade Receivables (net of Receivables Reserves applicable thereto) multiplied by one hundred and two and one-half percent (102.5%) of Eligible Trade Receivables;

plus

(c) the Cost of the U.S. Borrowers' Eligible Inventory, net of Inventory Reserves applicable thereto, multiplied by the Inventory Advance Rate of the NOLV of Eligible Inventory;

plus

(d) the Cost of the U.S. Borrowers' Eligible In-Transit Inventory (net of Inventory Reserves applicable thereto) multiplied by the Inventory Advance Rate of the NOLV of Eligible In-Transit Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (d) and clause (d) of the Canadian Borrowing Base exceed ten percent (10%) of the lesser of (i) the Term Aggregate Borrowing Base (without giving effect to this clause (d) and clause (d) of the Canadian Borrowing Base) and (ii) the Total Outstandings;

plus

(e) the Appraised Value of the U.S. Borrowers' Eligible Intellectual Property (net of Intellectual Property Reserves applicable thereto) multiplied by thirty-five percent (35%) (provided, that, beginning on December 16, 2026, such advance rate shall be reduced by 4.375% on such date and on the last day of each Fiscal Quarter following such date until such date as the percentage hereof is 0%); provided that in no event shall the amount available to be borrowed pursuant to this clause (e) exceed the lesser of (i) $25,000,000 and (ii) thirty percent (30%) of the lesser of (A) the Term Aggregate Borrowing Base and (B) the Total Outstandings; provided that, commencing on December 16, 2026, the $25,000,000 cap set herein shall be reduced by $3,125,000 on such date and on the last day of each Fiscal Quarter thereafter, until such date as the cap set forth herein is $0.

plus

(f) the Cost of the U.S. Borrowers' Eligible Warehoused Inventory, net of Inventory Reserves, multiplied by the Inventory Advance Rate of the NOLV of such Eligible Warehoused Inventory; provided that in no event shall the amount available to be borrowed pursuant to this clause (f) exceed the lesser of (i) ten percent (10%) of the lesser of the (i) Aggregate Term Borrowing Base (without giving effect to this clause (f) and clause (e) of the U.S. Borrowing Base) and (i) Total Outstandings then in effect, or (ii) $40,000,000;

plus

(g) the lesser of (i) the Liquidation Value of the U.S. Borrowers' Eligible Real Estate (net of Realty Reserves applicable thereto) multiplied by seventy-five percent (75%);

minus

(h) the ABL U.S. Borrowing Base (without duplication of any Reserves);

minus

(i) the then amount of all Availability Reserves (including, without limitation, the Carve Out Reserve, but without duplication from any other deduction).

"USCO" means the United States Copyright Office.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Section 2.02(b), such day is also a Business Day.

"U.S. Loan Party" means U.S. Borrowers and any other Loan Party that is a Domestic Subsidiary.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"Wells Fargo Bank" means Wells Fargo Bank, National Association, a national banking association.

"Wind Down Carve Out Amount" has the meaning specified in the Interim Order (or, when applicable, the Final Order).

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"Zeavion License" means, collectively, (a) that certain License and Assignment Agreement, dated as of July 15, 2016, by and among The Gymboree Corporation, Gym-Mark Inc. and Zeavion Holding PTE. LTD., and (b) the related License Agreement, dated as of November 15, 2022, by and among Gym-Mark, Inc. and TCP Brands, on the one hand, and Zeavion Holding PTE, LTD, on the other hand, each as amended, supplemented or modified from time to time.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document); provided that notwithstanding anything to the contrary herein or in any other Loan Document, any reference to a defined term as defined in the DIP ABL Credit Agreement or any other ABL Loan Document shall refer to the definition of such term as in effect on the date hereof (including with respect to any component definitions (or any sub-component definitions)), except with respect to any amendment or modification thereto (or to any component definitions (or any sub-component definitions)) permitted under this Agreement and the Intercreditor Agreement or otherwise consented to by the Administrative Agent, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a

Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) information disclosed in a particular Exhibit, Annex or Schedule to this Agreement or to any other Loan Document shall be deemed to be disclosed and incorporated under any other Exhibit, Annex or Schedule to this Agreement or to such other Loan Document where such disclosure would otherwise be appropriate, but only to the extent that it is reasonably apparent from the express language of such disclosure that it applies to the other Exhibit, Annex or Schedule. All references in this Agreement and the other Loan Documents to the Borrowers, the Guarantors, the Loan Parties or the Debtors shall be deemed to mean and include (as applicable) such Persons and their respective successors and assigns (including any trustee, receiver, interim receiver, liquidator or other fiduciary hereafter appointed as the legal representative of any Debtor or with respect to the property of the estate of any Debtor, whether under Chapter 11 or Chapter 7 of the Bankruptcy Code, under the CCAA or the *Bankruptcy and Insolvency Act* (Canada), or other applicable laws in any jurisdiction).

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean the Payment in Full of the Obligations. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Prepetition Term Loans or Prepetition Obligations shall mean that such amounts have been "Paid in Full" as such term is defined in the Orders.

(e) For purposes of any Collateral located in the Province of Quebec or charged by any hypothec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall include "movable property", (ii) "real property" shall include "immovable property", (iii) "tangible property" shall include "corporeal property", (iv) "intangible property" shall include "incorporeal property", (v) "security interest", "mortgage" and "lien" shall include a "hypothec", "prior claim" and a "resolutory clause", (vi) all references to filing, registering or recording under the UCC or PPSA shall include publication under the Civil Code of Quebec, (vii) all references to "perfection" of or "perfected" Liens shall include a reference to "opposable" or "set up" Liens as against third parties, (viii) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (ix) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (x) an "agent" shall include a "mandatary", (xi) "construction liens" shall include "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (xii) "joint and several" shall include solidary and "jointly and severally" shall include "solidarily", (xiii) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (xiv) "beneficial ownership" shall

include "ownership on behalf of another as mandatary", (xv) "easement" shall include "servitude", (xvi) "priority" shall include "prior claim" or rank, as applicable, (xvii) "survey" shall include "certificate of location and plan", (xviii) "fee simple title" or "fee owned" shall include "absolute ownership" and "ownership" (including ownership under a right of superficies), (xix) "ground lease" shall include an "emphyteusis" or a "lease with a right of superficies", as applicable, (xx) "account" and "accounts receivable" shall include "claims", (xxi) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively, (xxii) "foreclosure" shall include "the exercise of a hypothecary right of taking in payment", (xxiii) "leasehold interest" shall include "rights resulting from a lease", and (xxiv) "lease" shall include a "leasing contract (*crédit-bail*)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated hereby be drawn up in the English language only and that all other documents contemplated hereunder or relating hereto, including notices, shall also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement*.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Lead Borrower or the Required Lenders shall so request, the Administrative Agent and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Tariff Refunds. For purposes of calculating Excess Availability, any Borrowing Base, the Aggregate Borrowing Base, any basket or any financial covenant (including the covenant set forth in Section 7.19), Tariff Refund Proceeds shall be included only to the extent actually received in cash by a Loan Party and economically retained after satisfaction of all repayment, remittance, reimbursement, setoff, reserve, sale, factoring, financing and mandatory prepayment obligations, and any non-cash recognition, accrual, receivable, gain, income, expense reduction, cost of goods sold reduction, depreciation reduction, asset carrying-value reduction or other accounting benefit relating to any Tariff Refund Asset shall be excluded from each such computation.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the

result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 [Reserved].

1.07 Currency Equivalents Generally. Any amount specified in this Agreement (other than in Article II or as otherwise expressly provided herein or in any of the other Loan Documents) to be in Dollars shall also include the equivalent of such amount in any currency other than Dollars, such equivalent amount thereof in the applicable currency to be determined by the Administrative Agent at such time on the basis of the Spot Rate (as defined below) for the purchase of such currency with Dollars. For purposes of this Section 1.07, the "Spot Rate" for a currency means the rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date of such determination; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, unless the context of this Agreement or any other Loan Document clearly requires otherwise, such amounts shall be deemed to refer to Dollars and any requisite currency translation shall be based on the Spot Rate and the permissibility of actions already taken shall not be affected by subsequent fluctuations in the Spot Rate. All certificates, reports and notices delivered under this Agreement shall express any amounts, calculations or determinations in Dollars. Wherever in this Agreement and the other Loan Documents in connection with a borrowing, conversion, continuation or prepayment of the DIP Term Loan, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but the DIP Term Loan is to be denominated in Canadian Dollars, such amount shall be the same dollar figure but denominated in Canadian Dollars. Principal, interest, reimbursement obligations, cash collateral for reimbursement obligations, fees, and all other amounts payable to the Agents, Lenders or other Credit Parties under this Agreement and the other Loan Documents shall be payable (except as otherwise specifically provided herein) in the currency in which such Obligations are denominated.

1.08 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's Laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.09 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.03(b), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR, or any other

Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II.
DIP TERM LOAN

2.01 Initial DIP Term Loan; Reserves.

(a) Subject to the terms and conditions set forth herein, on the Closing Date, each Lender shall make to the Borrowers the Initial DIP Term Loan in the principal amount equal to its pro rata share of the Initial DIP Term Loan. On the Closing Date, $16,000,000 of the Prepetition Term Loan shall be rolled over on a cashless basis and converted into an equivalent amount of DIP Term Loans hereunder. On the Final Order Entry Date, the aggregate remaining principal amount of the Prepetition Term Loan shall be rolled over on a cashless basis and converted into DIP Term Loans and the aggregate outstanding amount of the Prepetition Term Loan shall be "Paid in Full" as such term is defined in the Orders. The Term Loan is not a revolving credit facility and if repaid, may not be redrawn, and any repayments or prepayments of principal on the Term Loan shall permanently reduce the Term Loan.

(b) The Availability Reserves as of the Closing Date are set forth in the Borrowing Base Certificate delivered pursuant to Section 4.01(d) hereof.

(c) The Administrative Agent shall have the right, at any time and from time to time on or after the Closing Date in its reasonable discretion to establish, modify or eliminate Reserves (other than the Carve Out Reserve, which shall be determined solely in accordance with the definition of such term, the Orders, and the Canadian Charge Reserve, which shall be determined in accordance with the Canadian Recognition Orders).

2.02 Borrowings of the DIP Term Loan.

(a) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the DIP Term Loan shall be only a SOFR Loan.

(b) To the extent not paid by the Borrowers when due (after taking into consideration any grace period), the Administrative Agent, without the request of the Lead Borrower, may advance any interest, fee, service charge (including direct wire fees), Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document, as and when due and payable, and may charge the same to the Loan Account. The Administrative Agent shall advise the Lead Borrower of any such advance or charge promptly after the making thereof. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrowers' obligations under Section 2.06.

Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(b) shall constitute the DIP Term Loan and shall bear interest at the interest rate then and thereafter applicable to the DIP Term Loan.

2.03 [Reserved.]

2.04 [Reserved.]

2.05 Voluntary Prepayments. Following (and subject to) the repayment in full of the Prepetition Obligations subject to the terms of the Orders and the Canadian Recognition Orders, the Borrowers may, upon irrevocable notice from the Lead Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay the DIP Term Loan in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. three Business Days prior to any date of prepayment of the DIP Term Loan; (ii) any prepayment of the DIP Term Loan shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Lead Borrower, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of the DIP Term Loan shall be accompanied by all accrued interest on the amount prepaid.

2.06 Mandatory Prepayments. Unless any amount described in clauses (a) or (b) below, solely with respect to ABL Priority Collateral, or any amount described in clauses (d) or (e) below, is required to reduce the ABL Obligations in accordance with the terms of the DIP ABL Credit Agreement prior to the Discharge of ABL Obligations, and is actually applied to reduce the ABL Obligations in accordance with the terms of the DIP ABL Credit Agreement (and otherwise subject to the terms of the Intercreditor Agreement):

(a) If any Loan Party receives Net Proceeds as a result of a Disposition of any property of any Loan Party or Subsidiary thereof as set forth in clause (a) of the definition of Prepayment Event, then within three (3) Business Days after the receipt by any Loan Party of such Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of such Net Proceeds.

(b) If any Loan Party receives Net Proceeds as a result one or more recovery events in respect of property as set forth in clause (b) of the definition of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(c) Upon the occurrence of an event set forth in clause (c) of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(d) Upon the occurrence of an event set forth in clause (d) of Prepayment Event, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(e) If an event set forth in clause (e) of Prepayment Event has occurred, then within three (3) Business Days following the date of receipt of any Net Proceeds, the Borrowers shall make a prepayment of the DIP Term Loan in an amount equal to 100% of the Net Proceeds then received from such Prepayment Event.

(f) If for any reason the Combined Total Outstandings at any time exceed the sum of the Aggregate Borrowing Base as then in effect, then (a) until the Discharge of ABL Obligations, the Borrowers shall immediately prepay first, the ABL Obligations and, then, the DIP Term Loan and (b) thereafter, the Borrowers shall immediately prepay the DIP Term Loan in each case of clauses (a) and (b), in an aggregate amount to eliminate such excess.

(g) On the Final Order Entry Date, without any further action by the Loan Parties or any other Person, the repayment and refinancing of any outstanding and remaining Prepetition Term Loans shall occur pursuant to a conversion (i.e., roll-up) of such Prepetition Term Loans into DIP Term Loans.

(h) Each prepayment of the DIP Term Loan made pursuant to this Section 2.06 shall be applied to principal and accompanied by accrued interest to the date of such payment on the amount prepaid.

(i) No later than one (1) Business Day in advance of the making of any mandatory prepayment pursuant to this Section 2.06 (other than Section 2.06(f) above), Borrowers shall deliver, or cause to be delivered, to the Administrative Agent for distribution to the Lenders written notice of the amount and date of such mandatory prepayment.

2.07 Repayment of the DIP Term Loan. The Borrowers shall repay to the Lenders on the Termination Date the aggregate principal amount of the DIP Term Loan outstanding on such date.

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, the DIP Term Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Margin.

(b) If any amount payable under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) If any Event of Default has occurred and is continuing, then the Administrative Agent may, and upon the request of the Required Lenders shall, notify the Lead Borrower that all outstanding Obligations shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate and thereafter, until such Event of Default has been duly waived as provided in Section 10.01 hereof, such Obligations shall bear interest at the Default Rate to the fullest extent permitted by applicable Laws.

(d) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on the DIP Term Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest

hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(f) For the purpose of complying with the Interest Act (Canada), it is expressly stated that where interest is calculated pursuant hereto at a rate based upon a period of time different from the actual number of days in the year (for the purposes of this Section 2.08(f), the "first rate"), the yearly rate or percentage of interest to which the first rate is equivalent is the first rate multiplied by the actual number of days in the calendar year in which the rate is to be ascertained and divided by the number of days in the shorter period, and the Canadian Loan Parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Canadian Loan Party hereby confirms that it fully understands and is able to calculate the rate of interest applicable to the DIP Term Loan based on the methodology for calculating per annum rates provided for in this Agreement. Each Canadian Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Canadian Loan Parties as required pursuant to Section 4 of the Interest Act (Canada).

2.09 Fees. The Borrowers shall pay to the Administrative Agent fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees; Conforming Changes.

(a) All computations of interest and fees shall be made on the basis of a 360-day year. Interest shall accrue on each outstanding DIP Term Loan for the day on which the DIP Term Loan is made, and shall not accrue on the DIP Term Loan , or any portion thereof, for the day on which the Term Loan or such portion is paid, provided that the DIP Term Loan that is repaid on the same day on which it is made shall, subject to Section 2.12, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.11 Evidence of Debt.

(a) The DIP Term Loan made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of the DIP Term Loan from such Lender, each payment and prepayment of principal of any the DIP Term Loan , and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent

manifest error of the amount of the DIP Term Loan made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's DIP Term Loan in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, amount and maturity of its DIP Term Loan and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars or Canadian Dollars, as applicable, and in immediately available funds not later than 2:00 p.m. on the date specified herein. Subject to Section 2.14 hereof, the Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Lead Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to the Lead Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Obligations of Lenders Several. The obligations of the Lenders hereunder to make the DIP Term Loan to the Borrowers are several and not joint. The failure of any Lender to make the DIP Term Loan on any date required hereunder shall not relieve any other Lender of its

corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its DIP Term Loan hereunder.

(d) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for the DIP Term Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for the DIP Term Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Credit Party shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of, interest on, or other amounts with respect to, any of the Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Obligations greater than its pro rata share thereof as provided herein (including as in contravention of the priorities of payment set forth in Section 8.03), then the Credit Party receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Obligations of the other Credit Parties, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Credit Parties ratably and in the priorities set forth in Section 8.03, provided that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest;

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its DIP Term Loan to any assignee or participant, other than to the Borrowers or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Among Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding DIP Term Loan shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all DIP Term Loan and repayments of the DIP Term Loan received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding DIP Term Loan for the period and the amount of repayments received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of the DIP Term Loan made by each Lender shall be equal to such Lender's Applicable Percentage of the DIP Term Loan outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be

made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the federal funds rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

2.15 Certain Bankruptcy Matters.

(a) Except to the extent expressly provided otherwise in the Orders or the Canadian Recognition Orders, the Loan Parties hereby agree that, subject only to the Carve Out, the CCAA Priority Charges, the Prepetition Permitted Senior Liens and the terms of the Intercreditor Agreement (the relative priorities of which are set forth in the Orders (including the Lien Priority Annex attached as Exhibit A thereto) and the Canadian Recognition Orders), the Obligations shall be deemed (i) to constitute Superpriority Claims over all administrative expense claims and claims against the Borrowers or the other Loan Parties now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), all rights to charge the Collateral and all collateral securing the Prepetition Obligations and the ABL Obligations under Section 506(c) of the Bankruptcy Code shall be waived), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code and all superpriority administrative expense claims granted to any other Person the establishment of which superpriority shall have been approved and authorized by the Bankruptcy Court, (ii) pursuant to Section 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code and the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, be secured by a perfected first priority senior security interest in and Lien upon all property of the Debtors, whether currently existing or hereafter acquired, of the same nature, scope and type as the Collateral, and any proceeds, products, rents and profits thereof in whatever form received; provided that, subject only to, and effective upon, entry of the Final Order and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, subject to the Canadian Final DIP Recognition Order, the Collateral shall include the Avoidance Proceeds.

(b) In the event of a conflict between, or inconsistency among, the Orders or the Canadian Recognition Orders, on the one hand, and any Loan Document, on the other hand, the Orders and the Canadian Recognition Orders shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere (except as specifically described below):

(i) the parties hereto agree, and the Orders and the Canadian Recognition Orders shall provide, that the Loan Parties shall not be required to prepare, file, register or publish any financing statements, mortgages, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Orders, the Canadian Recognition Orders or any other Loan Document. If any Agent (in its sole

discretion) from time to time elects to prepare, file, register or publish any such financing statements, mortgages, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Collateral Agent's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered or, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the date that the Canadian Interim DIP Recognition Order is granted, and (B) shall not negate or impair the validity or effectiveness of this Section 2.15(c) or of the perfection of any other Liens in favor of the Collateral Agent, for the benefit of the Credit Parties, on the Collateral; and

(ii) except as otherwise agreed to by the Lenders (including, without limitation, in the Intercreditor Agreement) or as otherwise permitted or contemplated by this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents, the Liens, Lien priorities, Superpriority Claims and other rights and remedies granted to the Agents and the other Credit Parties pursuant to this Agreement, the Orders, the Canadian Recognition Orders, or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the Superpriority Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrowers or any other Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of the Cases or the Recognition Proceedings, or by any other act or omission whatsoever.

2.16 Carve-Out Funding. The Carve Out shall be funded in accordance with the Orders and the DIP ABL Credit Agreement. For greater certainty, notwithstanding any other provision herein, 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, not be subject to approval by the Bankruptcy Court.

ARTICLE III.
TAXES, YIELD PROTECTION AND ILLEGALITY; APPOINTMENT OF LEAD BORROWER

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes except as required by applicable Law. If the Loan Parties shall be required by applicable Law to deduct or withhold any Taxes from such payments, then (i) in the case of any Indemnified Taxes (including any Other Taxes), the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or a Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Loan Parties shall make such deductions and (iii) the Loan Parties shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Lead Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of any Taxes by the Loan Parties to a Governmental Authority pursuant to this Section 3.01, the Lead Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which any Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Lead Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Lead Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Lead Borrower or the Administrative Agent as will enable the Lead Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the foregoing, in the event that any Borrower is resident for tax purposes in the United States, (i) any Lender that is a U.S. Person shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), on or about the date on which such Lender becomes a Lender under this Agreement and from time to time thereafter upon reasonable request of the Lead Borrower or the Administrative Agent, executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax and (ii) any Lender that is a Foreign Lender shall deliver to the Lead Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Lead Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable W-8BEN), claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(ii) duly completed copies of Internal Revenue Service Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrowers within the meaning of section 881(c)(3)(B) of the Code, or (B) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN-E (or, if applicable W-8BEN); or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Lead Borrower to determine the withholding or deduction required to be made.

(f) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent (or in the case of a Participant, the Lender granting the participation) as may be necessary for the Administrative Agent or the Borrowers to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered pursuant to Section 3.01(e) or (f) above expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Lead Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall pay to the Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrowers, upon the request of the Administrative Agent, or such Lender, agree to repay the amount paid over to the Borrowers (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person.

3.02 Illegality. If any Lender determines that any change in market conditions or any change in Law has made it unlawful or impractical, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to maintain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or to determine or charge interest rates based upon the Term SOFR Reference Rate, Term SOFR or SOFR, then, on notice thereof by such Lender to the Lead Borrower through the Administrative Agent, any obligation of such Lender to continue SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) shall be suspended until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, if necessary to avoid such illegality or impracticability, in the case of any SOFR Loans of such Lender that are outstanding, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans of such Lender to Base Rate Loans (and if applicable, without reference to Term SOFR), as applicable, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) General. Subject to Section 3.03(b) below, if the Required Lenders determine that for any reason in connection with any continuation of a SOFR Loan that (a) Term SOFR cannot be determined pursuant to the definition of such term on or prior to the first day of any applicable Interest Period, (b) adequate and reasonable means do not exist for determining Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan, or (c) Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Lead Borrower and each Lender. Thereafter, the obligation of the Lenders to maintain SOFR Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted.

(b) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this Section 3.03(b)), upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Lead Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Lead Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b) will occur prior to the applicable Benchmark Transition Start Date.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Lead Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(b)(iv) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03(b), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03(b).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Lead Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) the Lead Borrower may revoke any pending continuation of SOFR Loans to be continued during any Benchmark Unavailability Period and, failing that, the

Lead Borrower will be deemed to have converted any such request into a conversion to Base Rate Loans, and (2) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans, at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

3.04 Increased Costs.

(a) Increased Costs Generally. If any (i) Change in Law, or (ii) compliance by any Lender with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority (including Regulation D of the FRB as from time to time in effect (and any successor thereto)) shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by any Lender;

(ii) subject any Lender to any tax of any kind whatsoever with respect to this Agreement or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender any other condition, cost or expense affecting this Agreement or SOFR Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase, directly or indirectly, the cost to such Lender of making or maintaining any SOFR Loan (or any Base Rate Loan determined with reference to Term SOFR) (or of maintaining its obligation to make the DIP Term Loan), or to increase, directly or indirectly, the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender (whether of principal, interest or any other amount) then, and in any such case, the Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify the Lead Borrower, and the applicable Borrowers shall pay within 30 days after demand therefor, such amounts as the Administrative Agent may specify to be necessary to compensate such Lender for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) the Borrowers shall not be required to provide any compensation pursuant to this Section 3.04(a) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to the Lead Borrower, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by the Administrative Agent of any amount due pursuant to this Section 3.04(a), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of

this Agreement, the DIP Term Loan made my such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (b) of this Section and delivered to the Lead Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender pursuant subsection (b) of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Lead Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of the DIP Term Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for the DIP Term Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert the DIP Term Loan other than a Base Rate Loan on the date or in the amount notified by the Lead Borrower; or

(c) any assignment of a SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Lead Borrower pursuant to Section 10.13;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

Anything to the contrary contained herein notwithstanding, none of any Agent, any Lender or any of their Participants, is required to match fund any Obligation as to which interest accrues based on Term SOFR.

A certificate of the Administrative Agent or a Lender delivered to the Lead Borrower setting forth the amount that the Administrative Agent or such Lender is entitled to receive pursuant to this Section 3.05 shall be conclusive absent manifest error. The Borrowers shall pay such amount to the Administrative Agent or such Lender, as the case may be, within ten (10) days after receipt thereof.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use commercially reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrowers may replace such Lender in accordance with Section 10.13.

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive termination the repayment of all Obligations hereunder and resignation of any Agent.

3.08 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as such Borrower's agent to obtain the DIP Term Loan , the proceeds of which shall be available to each Borrower for such uses as are permitted under this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to each Credit Party on account of the DIP Term Loan so made as if made directly by the applicable Credit Party to such Borrower, notwithstanding the manner by which the DIP Term Loan is recorded on the books and records of the Lead Borrower and of any other Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Lead Borrower as such Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower shall have joint and several liability in respect of all Obligations, without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Credit Parties, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Obligations of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other Person at any time of any right or remedy against any Borrower or against any other Person which may be or become liable in respect of all or any part of the Obligations or against any Collateral or Facility Guaranty therefor or right of offset with respect thereto. Each Borrower hereby acknowledges that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered the Initial DIP Term Loan Notice) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy

hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the DIP Term Loan made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of the DIP Term Loan , diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other agreement or instrument referred to herein or against any other Person under any other guarantee of, or security for, any of such amounts owing hereunder. Without limiting the generality of the foregoing, each Borrower expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the Canadian Loan Parties, and each Canadian Loan Party expressly acknowledges and agrees that it is jointly and severally liable for the Obligations of the U.S. Loan Parties.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested the DIP Term Loan. Neither the Administrative Agent nor any other Credit Party shall have any obligation to see to the application of such proceeds therefrom.

ARTICLE IV.
CONDITIONS PRECEDENT TO CLOSING

4.01 Conditions of Borrowing. The obligation of each Lender to agree to make the Initial DIP Term Loan and to enter into the DIP Facility on the Closing Date is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, telecopies or other electronic image scan transmission (e.g., "pdf" or "tif " via e-mail) (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party or the Lenders, as applicable, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement sufficient in number for distribution to the Administrative Agent, each Lender and the Lead Borrower;

(ii) a Note executed by the applicable Borrowers in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing (A) the authority of each Loan Party to enter into this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party and (B) the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) copies of each Loan Party's Organization Documents and such other documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each Loan Party is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation;

(v) [reserved];

(vi) a certificate signed by a Responsible Officer of the Lead Borrower certifying (A) that the conditions specified in Sections 4.01(a) and (b) have been satisfied, (B) that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, and (C) either that (1) no consents, licenses or approvals (other than entry of the Interim Order and the Canadian Interim DIP Recognition Order) are required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, or (2) subject to the entry of the Interim Order and the Canadian Interim DIP Recognition Order, that all such consents, licenses and approvals have been obtained and are in full force and effect;

(vii) evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Agents required under the Loan Documents have been obtained and are in effect;

(viii) [reserved];

(ix) subject to Section 6.30, the Security Documents, each duly executed by the applicable Loan Parties;

(x) the Information Certificate, the Acknowledgment and Consent to Intercreditor Agreement and all other Loan Documents, each duly executed by the applicable Loan Parties and the other parties thereto;

(xi) [reserved];

(xii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Encumbrances and Liens for which termination statements and releases, satisfactions and discharges of any mortgages, or subordination agreements reasonably satisfactory to the Collateral Agent are being tendered concurrently with such extension of credit or other arrangements reasonably satisfactory to the Collateral Agent for the delivery of such termination statements and releases have been made;

(xiii) (A) all documents and instruments, including Uniform Commercial Code and PPSA financing statements reasonably requested by the Collateral Agent to be filed, registered or recorded to create or perfect the Liens having the priority contemplated by the Loan Documents) intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Collateral Agent and (B) to the extent not previously delivered to the applicable Agent or Agents under the Prepetition Credit Agreement, the Credit Card Notifications and Blocked Account Agreements required pursuant to Section 6.13 hereof; and

(xiv) such other assurances, certificates, documents or consents as the Agents reasonably may require.

(b) The representations and warranties of each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Closing Date, except (i) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects and (ii) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects, as applicable) as of such earlier date.

(c) The Administrative Agent shall have received a Borrowing Base Certificate dated November 6, 2026, relating to the most recent week then ended, and executed by a Responsible Officer of the Lead Borrower.

(d) The Administrative Agent shall be reasonably satisfied that any financial statements delivered to it fairly present the business and financial condition of the Loan Parties and that, except with respect to the filing of the Cases and the Events and Circumstances, there has been no Material Adverse Effect since the Petition Date.

(e) Other than the Events and Circumstances, there shall not be any pending litigation or other proceeding, the result of which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) The consummation of the transactions contemplated hereby shall not violate any applicable Law or any Organization Document.

(g) All fees (together with all accrued interest, expenses, fees and other sums due and payable in respect of the Prepetition Obligations) required to be paid to the Agents pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full, and all fees required to be paid to the Lenders pursuant to the DIP Facility and the Prepetition Facility on or before the Closing Date shall have been paid in full; provided that the foregoing fees may be deducted from advances made hereunder on the Closing Date.

(h) The Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings in connection with this Agreement (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

(i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Canadian AML Legislation.

(j) No material changes in governmental regulations or policies affecting any Loan Party or any Credit Party shall have occurred prior to the Closing Date.

(k) The Debtors shall have commenced the Cases in the Bankruptcy Court. The Debtors shall have complied in full with the notice and other requirements of the Bankruptcy Code,

in a manner reasonably acceptable to the Administrative Agent and its counsel, with respect to the Interim Order, and the Administrative Agent shall have received such evidence thereof as it shall reasonably require. No trustee, examiner with expanded powers or other disinterested Person with expanded powers pursuant to Section 1104 of the Bankruptcy Code shall have been appointed or designated with respect to any Loan Party or its business, properties or assets and no motion shall be pending seeking any such relief.

(l) (i) All motions (including the Bid Procedures Motion and the Store Closures Motion), proposed orders (including the "first day" orders) and other documents to be filed with and submitted to the Bankruptcy Court on the Petition Date shall be in form and substance satisfactory to the Administrative Agent, and the Bankruptcy Court shall have approved and entered the "first day" orders, and (ii) a Cash Management Order approving the cash management arrangements of the parties consistent with the requirements hereof shall have been entered by the Bankruptcy Court and shall not have been stayed, vacated or reversed (in whole or in part) or amended or modified other than with the written consent of the Administrative Agent.

(m) The Interim Order shall have been entered by the Bankruptcy Court and shall be in form and substance acceptable to the Administrative Agent and shall, among other things, (i) approve the Loan Documents and authorize the Credit Extensions hereunder, (ii) modify the automatic stay, (iii) authorize and grant the Liens and Superpriority Claims described herein and in the Orders, (iv) approve the application of collections and other proceeds to the Prepetition Obligations as contemplated by Section 2.06, and (v) be in full force and effect and not have been vacated, reversed, modified, amended or stayed, and not be subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order or the relief provided for therein, except as consented to by the Administrative Agent.

(n) The Specified Liquidation Agreement received and approved by the Administrative Agent prior to the Closing Date shall be in full force and effect.

(o) The Administrative Agent shall have received and be satisfied with (i) the Initial Budget and (ii) the form of Approved Budget Variance Report.

(p) The Loan Parties shall have completed all Milestones set forth in Schedule 6.23 that are required to have been completed on or before the Closing Date.

(q) The Administrative Agent shall have received true, correct and complete copies of the DIP ABL Credit Agreement providing for ABL Aggregate Commitments in an amount no less than $166,000,000 and all other material DIP ABL Documents, all of which shall be in full force and effect.

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have Consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be Consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

To induce the Credit Parties to enter into this Agreement and the DIP Facility and to make the Initial DIP Term Loan, each Loan Party represents and warrants to the Administrative Agent and the other Credit Parties that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary thereof: (a) is a corporation, company, limited liability company, partnership or limited partnership, duly incorporated, organized or formed, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation, organization or formation; (b) subject to any entry of the Interim Order (and, when applicable, the Final Order) and all the Canadian Recognition Orders, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or as proposed to be conducted and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party; and (c) is duly qualified and is licensed and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its jurisdiction of incorporation or organization and the name under which each Loan Party conducts its business (if different), its jurisdiction of incorporation or organization, organization type, organization number, if any, issued by its jurisdiction of incorporation, formation or organization, its federal employer identification number, the address of its chief executive office and principal place of business, and, with respect to each Canadian Loan Party, the address of its registered office.

5.02 Authorization; No Contravention. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is, or is to be, a party has been duly authorized by all necessary corporate or other organizational action and does not and will not: (a) contravene the terms of any of such Person's Organization Documents; (b) conflict in any material respect with, or result in any breach, termination, or contravention of, or constitute a default under, or require any payment to be made under (i) any Material Contract or any Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries, (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) any governmental licenses, permits, authorizations, consents and approvals; except, in each case referred to in this clause (b), to the extent that any such conflict, breach, termination, contravention or default could not reasonably be expected to have a Material Adverse Effect; (c) result in or require the creation of any Lien upon any asset of any Loan Party (other than (i) Liens in favor of the Collateral Agent under the Security Documents, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens); or (d) violate any Law.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (a) the perfection or maintenance of the Liens created under the Security Documents (including the first priority nature thereof, subject, in the case of ABL Priority Collateral, to the Intercreditor Agreement), (b) the entry of the Interim Order (and, when applicable, the Final Order) and the Canadian Recognition Orders, or (c) such as have been obtained or made and are in full force and effect.

5.04 Binding Effect. Subject to the entry of the Interim Order (and, when applicable, the Final Order), this Agreement has been, and each other Loan Document, when delivered, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 No Material Adverse Effect.

(a) [Reserved].

(b) [Reserved].

(c) The initial Approved Budget as attached hereto as Exhibit J (the "Initial Budget"), which was furnished to the Administrative Agent on or prior to the Closing Date, and each subsequent Approved Budget delivered in accordance with Section 6.24, has been prepared in good faith, with due care and based upon assumptions the Lead Borrower believed to be reasonable assumptions on the date of delivery of the then-applicable Approved Budget. To the knowledge of the Lead Borrower, as of the Closing Date, no facts exist that (individually or in the aggregate) would result in any material change in the Approved Budget.

(d) Since the Petition Date, except with respect to the filing of the Cases and the Events and Circumstances, there has been no other event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. (a) Other than the Events and Circumstances, and except as otherwise set forth in Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Loan Party or any of its Subsidiaries or against any of its properties or revenues that (i) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (ii) either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (b) Schedule 5.06 sets forth, as of the Closing Date, a list of suits and proceedings actually known to the Loan Parties that are filed by Store landlords before any Governmental Authority against any Loan Party.

5.07 No Default. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, no Loan Party or any Subsidiary is in default under or with respect to, or party to, any Material Contract or any Material Indebtedness. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens.

(a) Each of the Loan Parties and each Subsidiary thereof has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title and leasehold interests as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Loan

Parties and each Subsidiary has good and marketable title to, valid leasehold interests in, or valid licenses to use, all personal property (including Intellectual Property) and assets material to the ordinary conduct of its business as currently conducted or as proposed to be conducted, free and clear of all Liens, other than Permitted Encumbrances, except (i) as otherwise set forth on Schedule 5.17(a), and (ii) such defects in title, leasehold interests and licenses as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b)(1) sets forth the address (including street address, and, as applicable, county and state or province) of all Real Estate that is owned by the Loan Parties, together with a list of the holders of any mortgage or other Lien thereon as of the Closing Date. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Permitted Encumbrances, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.08(b)(2) sets forth the address (including street address, and, as applicable, county and state or province) of all Leases of the Loan Parties, together with a list of the lessor and its contact information with respect to each such Lease as of the Closing Date. Each of such Leases is in full force and effect as of the Closing Date and the Loan Parties are not in default of the terms thereof, except for such defaults as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Schedule 7.01 sets forth a complete and accurate list of all Liens in respect of Indebtedness for borrowed money (other than Liens securing the Prepetition Senior Debt and Indebtedness under the DIP ABL Credit Agreement) on the property or assets of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (g) of the definition of Permitted Encumbrances, showing as of the Closing Date the lienholder thereof, the principal amount of the obligations secured thereby and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens set forth on Schedule 7.01 and other Permitted Encumbrances.

(d) Schedule 7.02 sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (f) of the definition of Permitted Investments, showing as of the Closing Date the amount, obligor or issuer and maturity, if any, thereof.

(e) Schedule 7.03 sets forth a complete and accurate list of all Indebtedness for borrowed money of each Loan Party or any Subsidiary of a Loan Party to be permitted as of the Closing Date pursuant to clause (a) of the definition of Permitted Indebtedness, showing as of the Closing Date the amount, obligor or issuer and maturity thereof. As of the Closing Date, after giving effect to the transactions contemplated hereby, the Loan Parties have no Indebtedness for borrowed money except for the Indebtedness set forth on Schedule 7.03 and other Permitted Indebtedness.

5.09 Environmental Compliance.

(a) No Loan Party or any Subsidiary thereof (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of

any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.09, to the knowledge of the Loan Parties, none of the properties currently or formerly owned or operated by any Loan Party or any Subsidiary thereof is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state, provincial, municipal or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any Subsidiary thereof or, to the best of the knowledge of the Loan Parties, on any property formerly owned or operated by any Loan Party or Subsidiary thereof; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or Subsidiary thereof; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof.

(c) Except as otherwise set forth on Schedule 5.09, no Loan Party or any Subsidiary thereof is undertaking, and no Loan Party or any Subsidiary thereof has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in material liability to any Loan Party or any Subsidiary thereof.

5.10 Insurance. The properties of the Loan Parties and their Subsidiaries are insured with financially sound and reputable insurance companies which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks (including, without limitation, workmen's compensation, public liability, business interruption and property damage insurance) as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties or the applicable Subsidiary operates. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. Each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have (a) filed (i) all United States and Canadian federal income Tax returns required to be filed, and (ii) all other material United States and Canadian federal, state, provincial and other Tax returns and reports required to be filed, and (b) have paid all such federal, state, provincial and other material Taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable (other than Taxes arising prior to the Petition Date, the payment of which has been stayed by the Bankruptcy Court), except those which are being contested in good faith by appropriate proceedings being diligently conducted, for which adequate reserves have been provided in accordance with GAAP, as to which Taxes no Lien has been filed and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation. There is no proposed Tax assessment against any Loan Party or any Subsidiary that would, if made, have a Material Adverse Effect. No Loan Party or any Subsidiary thereof is a party to any Tax sharing agreement.

5.12 ERISA, Canadian Pension Plan Compliance.

(a) The Lead Borrower, each of its ERISA Affiliates, and each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of the Lead Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Loan Parties and each ERISA Affiliate have made all required contributions to each Plan subject to Sections 412 or 430 of the Code and to each Multiemployer Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Plan. No Lien imposed under the Code or ERISA exists or, to the knowledge of the Lead Borrower, is likely to arise on account of any Plan or Multiemployer Plan.

(b) There are no pending or, to the best knowledge of the Lead Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Lead Borrower, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

(d) All Canadian Pension Plans are duly registered under the Income Tax Act (Canada), applicable pension standards legislation and any other applicable Laws which require registration and no event has occurred which could reasonably be expected to cause the loss of such registered status. Each Loan Party has complied with the Income Tax Act (Canada) and all applicable Laws regarding each Canadian Pension Plan, except in each case where the failure to do so could not reasonably be expected to result in any Lien (except for contribution amounts not yet due and payable) or a Material Adverse Effect. No Loan Party has sponsored, maintained, contributed to or otherwise incurred liability under a Canadian Defined Benefit Plan. All employee and employer payments, contributions or premiums required to be withheld, made, remitted or paid to or in respect of each Canadian Pension Plan and all other amounts that are due to the pension fund of any Canadian Pension Plan from any Loan Party have been withheld, made, remitted or paid on a timely basis in accordance with the terms of such plans, any applicable collective bargaining agreement or employment contract and all applicable Laws in all material respects. Any assessments owed to the Pension Benefits Guarantee Fund (or similar governmental authorities of other jurisdictions) established under the Pension Benefits Act (Ontario) (or similar pension standards legislations of other jurisdictions) in respect of any Canadian Pension Plan have been paid when due, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect. No Canadian Loan Party nor any of its Subsidiaries has any liability for any Canadian Pension Plan which has been terminated or discontinued, except where the failure to do so has not had or would not reasonably be expected to result in a Material Adverse Effect.

5.13 Subsidiaries; Equity Interests.

(a) The Loan Parties have no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, which Schedule sets forth the legal name, jurisdiction of incorporation or formation and authorized Equity Interests of each such Subsidiary, listed by class, and setting forth the number and percentage of the outstanding Equity Interests of each such class owned directly or indirectly by the applicable Loan Party. All of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party (or a Subsidiary of a Loan Party) in the amounts specified on Part (a) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP ABL Liens and Prepetition Permitted Senior Liens. Except for the mandatory redemption permitted under Section 7.03(c)(iii) hereof, no Loan Party or any of its respective Subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of any Loan Party's Subsidiaries' Equity Interests or any security convertible into or exchangeable for any such Equity Interests. The Loan Parties have no equity investments in any other corporation, partnership or entity other than those specifically disclosed in Part (b) of Schedule 5.13. Part (c) of Schedule 5.13 is a complete and accurate description of the authorized Equity Interests of each Loan Party, by class, and a description of the number of shares or other Equity Interests of each such class that are issued and outstanding. All of the outstanding Equity Interests in the Loan Parties have been validly issued, and are fully paid and non-assessable and, other than with respect to the Lead Borrower, are owned in the amounts specified on Part (c) of Schedule 5.13, free and clear of all Liens except for those created under the Security Documents, DIP ABL Liens and Prepetition Permitted Senior Liens. Except as set forth in Schedule 5.13, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests. The copies of the Organization Documents of each Loan Party and each amendment thereto provided to the Administrative Agent on or before the Closing Date are true and correct copies of each such document, each of which is valid and in full force and effect.

(b) As of the Closing Date, TCP Canada Inc. does not own any assets, other than (x) books, records, rights and other assets associated with its existence, and (y) other immaterial assets not used in connection with any of the Loan Parties' business operations.

5.14 Margin Regulations; Investment Company Act.

(a) Neither any Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged or will be engaged, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock. None of the proceeds of the DIP Term Loan shall be used directly or indirectly for the purpose of purchasing or carrying any Margin Stock, for the purpose of extending credit to others for the purpose of purchasing or carrying any Margin Stock, or for any purpose that violates the provisions of Regulation T, U or X of the FRB. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

(b) None of the Loan Parties, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. Each Loan Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.16 Compliance with Laws. Each of the Loan Parties and each Subsidiary is in compliance (A) in all material respects with the requirements of all applicable Laws (including, without limitation, the provisions of the Bankruptcy Code and any other Debtor Relief Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (B) in all material respects with the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), (C) in all respects with the Orders and the Canadian Recognition Orders, and (D) with Sections 10.17 and 10.22.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party owns, or holds licenses in, all Intellectual Property, trade names, domain names, patent rights and other authorizations that are material to the conduct of business of the Loan Parties, taken as a whole, as currently conducted and as proposed to be conducted. Attached hereto as Schedule 5.17(a) is a true, correct, and complete listing of all registered Material Intellectual Property as to which a Loan Party is the exclusive owner or is an exclusive licensee. Attached hereto as Schedule 5.17(b) is a true, correct, and complete listing of all Franchise Agreements with respect to Borrower Intellectual Property. To the best knowledge of the Lead Borrower, (a) except as set forth on Schedule 5.17(a) and other than the Zeavion License, (i) there is no action, proceeding, claim or complaint pending or, threatened in writing to be brought against any Loan Party which might jeopardize, challenge the use or cancel the validity of any of such Person's interest in any of the foregoing registered Material Intellectual Property, except those which are not material to the conduct of business of the Loan Parties, taken as a whole, and (ii) no Material Intellectual Property (including, without limitation, any registered Material Intellectual Property set forth on Schedule 5.17(a)) infringes upon any rights held by any other Person, and (b) other than the Zeavion License, no Material Intellectual Property of any Loan Party is subject to any exclusive license for the use thereof that contains any terms or conditions that could reasonably be expected to restrict the Agents' right to utilize and/or dispose of such Material Intellectual Property in connection with any realization on the Collateral in a manner consistent with the most recent appraisal obtained by the Administrative Agent in accordance with Section 6.10 hereof. All registered Material Intellectual Property exclusively owned or exclusively licensed by, or otherwise subject to any exclusive interests of, any Loan Party or any Subsidiary is set forth on Schedule 5.17(a) hereto (as such schedule may be updated from time to time in accordance with the terms hereof). The Loan Parties have taken all commercially reasonable actions that in the exercise of their reasonable business judgment should be taken to protect the Borrower Intellectual Property, including Borrower Intellectual Property that is confidential in nature. The Loan Parties are in material compliance with all Franchise Agreements set forth on Schedule 5.17(b).

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party or any Subsidiary thereof pending or, to the knowledge of any Loan Party,

threatened which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (a) of Schedule 5.18, the hours worked by and payments made to employees of the Loan Parties comply with the Fair Labor Standards Act and any other applicable federal, state, provincial, local or foreign Law dealing with such matters, except for any noncompliance which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Except as set forth on Part (b) of Schedule 5.18, no Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar Law. Subject to the approval of the Bankruptcy Court and the Canadian Court, as applicable, all material payments due from any Loan Party and its Subsidiaries, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in accordance with GAAP as a liability on the books of such Loan Party. Except as set forth on Part (c) of Schedule 5.18, no Loan Party or any Subsidiary is a party to or bound by (i) any collective bargaining agreement or (ii) any management agreement, employment agreement, bonus, restricted stock, stock option, or stock appreciation plan or agreement or any similar plan, agreement or arrangement. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board or any other Governmental Authority or arbitrator, and no labor organization or group of employees of any Loan Party or any Subsidiary has made a pending demand for recognition. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party or any Subsidiary pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party or any of its Subsidiaries which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any of its Subsidiaries is bound. Each Loan Party and its Subsidiaries are in material compliance with all requirements pursuant to employment standards, labor relations, health and safety, workers compensation and human rights laws, immigration laws and other applicable employment legislation. To the knowledge of the Loan Parties, no officer or director of any Loan Party who is party to an employment agreement with such Loan Party is in violation of any term of any employment contract or proprietary information agreement with such Loan Party; and to the knowledge of the Loan Parties, the execution of the employment agreements and the continued employment by the Loan Parties of such persons, will not result in any such violation.

5.19 Security Documents.

(a) Subject to the entry of the Interim Order (and, when applicable, the Final Order) the Security Documents are effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral. The financing statements and other filings (including fixture filings) are in appropriate form and have been or will be filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable. Upon such filing and/or the obtaining of "control", in each case with respect to the relevant Collateral as required under the applicable UCC (including fixture filings) or PPSA (including fixture filings), as applicable, the Collateral Agent will have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in such Collateral, in each case prior and superior in right to any other Person, except for Permitted Encumbrances having priority under applicable Law, DIP ABL Liens and Prepetition Permitted Senior Liens.

(b) Subject to the entry of the Interim Order (and, when applicable, the Final Order) when each Intellectual Property Security Agreement is filed in the PTO, CIPO, if applicable, the USCO and any other applicable foreign filing or registration office, and when financing statements,

releases and other filings in appropriate form are filed in the offices specified in Schedule II of the Security Agreement or the Canadian Security Agreement, as applicable, the Collateral Agent shall have a fully perfected Lien on, and security interest in, all right, title and interest of the applicable Loan Parties in the Material Intellectual Property in which a security interest may be perfected by filing, recording or registering a security agreement, financing statement or analogous document in the PTO, the USCO, CIPO or any other foreign filing or registration office, as applicable, in each case prior and superior in right to any other Person (it being understood that subsequent recordings in the PTO, the USCO, CIPO and/or such other foreign filing or registration office as may be necessary to perfect a Lien on registered trademarks, trademark applications, copyrights and copyright applications acquired by the Loan Parties after the Closing Date).

(c) Subject to the Interim Order (and, when applicable, the Final Order), the Mortgage creates in favor of the Collateral Agent, for the benefit of the Credit Parties, a legal, valid, continuing and enforceable Lien in the Mortgaged Property (as defined in the Mortgage), the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. The Mortgage has been recorded with the appropriate Governmental Authorities and, upon entry of the Interim Order (and, when applicable, the Final Order), the Collateral Agent will have a perfected Lien on, and security interest in, to and under all right, title and interest of the grantors thereunder in all Mortgaged Property that may be perfected by such filing (including without limitation the proceeds of such Mortgaged Property), in each case prior and superior in right to any other Person, but subject to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens.

5.20 [Reserved].

5.21 Deposit Accounts; Credit Card Arrangements.

(a) Annexed hereto as Schedule 5.21(a) is a list of all DDAs maintained by the Loan Parties as of the Closing Date, which Schedule includes, with respect to each DDA (i) the name and address of the depository; (ii) the account number(s) maintained with such depository; (iii) a contact person at such depository, and (iv) the identification of each Blocked Account Bank.

(b) Annexed hereto as Schedule 5.21(b) is a list describing all arrangements as of the Closing Date to which any Loan Party is a party with respect to the processing and/or payment to such Loan Party of the proceeds of any credit card charges for sales made by such Loan Party.

5.22 Brokers. No broker or finder brought about the obtaining, making or closing of the DIP Term Loan or transactions contemplated by the Loan Documents, and no Loan Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith. Each Loan Party hereby jointly and severally indemnifies each Credit Party against, and agrees that such Person will hold each such Credit Party harmless from, any claim, demand or liability, including reasonable attorneys' fees, for any broker's, finder's or placement fee or commission incurred by such indemnifying party or the Lead Borrower or its Affiliates or a representative of such Person.

5.23 Customer and Trade Relations. Except for matters which, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there exists no actual or, to the knowledge of any Loan Party, threatened, termination or cancellation of, or any material adverse modification or change in, the business relationship of any Loan Party with any supplier material to its operations.

5.24 Material Contracts. Except for defaults arising as a result of the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, or defaults arising as a result of the commencement of the Recognition Proceedings, the enforcement of which is stayed under any of the Canadian Interim Stay Order, the Canadian Initial Recognition Order or the Canadian Supplemental Order, or that have no material effect on the Loan Parties under the terms of the Bankruptcy Code as a result of the commencement of the Cases, no Loan Party is in default under any Material Contract to which such Person is a party or by which such Person is bound, the effect of which default is to cause, or to permit the other party(ies) to such Material Contract to cause, with the giving of notice if required, such Material Contract to be terminated. Set forth on Schedule 5.24 is a description of all Material Contracts of the Loan Parties, showing the parties and principal subject matter thereof and amendments and modifications thereto; provided, however, that the Lead Borrower may amend Schedule 5.24 to add additional Material Contracts so long as such amendment occurs by written notice to the Administrative Agent not later than five (5) days after the date on which such Loan Party enters into such Material Contract after the Closing Date. Except for matters which, either individually or in the aggregate, could not reasonably be expected to either result in a Material Adverse Effect or expose the Loan Parties to liabilities greater than $10,000,000 (or, with respect to a Canadian Loan Party, $1,000,000), each Material Contract (other than those that have expired at the end of their normal terms or that have been stayed upon the commencement of the Cases) (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party or its Subsidiaries and, to the best of the Lead Borrower's knowledge, each other Person that is a party thereto in accordance with its terms, (b) is not in default due to the action or inaction of any Loan Party or its Subsidiaries and (c) the consummation of the financing arrangements contemplated hereunder, will not constitute or create a default or create a right of termination under any Material Contract.

5.25 Casualty. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.26 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Loan Party nor any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of the DIP Term Loan will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any applicable Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws by any Person (including any Credit Party or other individual or entity participating in any transaction).

5.27 Patriot Act, Etc. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the Foreign Assets Control Regulations and any other enabling legislation or executive order relating thereto, (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001, as amended) (the "Patriot Act"), and (c) the Canadian AML Legislation. The

Beneficial Ownership Certification for the Borrowers most recently provided to the Agents and the Lenders hereunder is true, correct and complete in all respects.

5.28 Swap Contracts. On each date that any Swap Contract is executed by any provider, each Loan Party satisfies all eligibility, suitability and other requirements under the Commodity Exchange Act and the Commodity Futures Trading Commission regulations.

5.29 Cases; Orders.

(a) The Cases were commenced on the Petition Date in accordance with applicable Laws and proper notice thereof under the circumstances was given for (i) the motion seeking approval of the Loan Documents, the Interim Order and the Final Order, (ii) the hearing for the entry of the Interim Order and (iii) the hearing for the entry of the Final Order (provided that notice of the final hearing will be given as soon as reasonably practicable after such hearing has been scheduled).

(b) After the entry of the Interim Order, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed Superpriority Claims in the Cases having priority over all administrative expense claims (other than (i) the Carve Out, (ii) in the case of Collateral of the Canadian Loan Parties or otherwise located in Canada, the CCAA Priority Charges, and (iii) the priorities set forth in the Interim Order or the Final Order, as applicable) and unsecured claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 506(c) (after entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject to the provisions set forth in the Interim Order or the Final Order, as applicable.

(c) After the entry of the Interim Order and pursuant to and to the extent provided in the Interim Order, the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, after the granting of the Canadian Interim DIP Recognition Order and pursuant to and to the extent provided in the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, the Obligations will be secured by a valid and perfected Lien on all of the Collateral subject, as to priority, to the Carve Out and the CCAA Priority Charges, all to the extent set forth in the Interim Order or the Final Order and the Intercreditor Agreement and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order.

(d) The Interim Order (with respect to the period on and after entry of the Interim Order and prior to the Final Order Entry Date) or the Final Order (with respect to the period on and after the Final Order Entry Date), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Orders.

(e) The Canadian Interim DIP Recognition Order (with respect to the period on and after the granting of the Canadian Interim DIP Recognition Order and prior to the Canadian Final DIP Recognition Order date of issuance) or the Canadian Final DIP Recognition Order (with respect to the period on and after the granting of the Canadian Final DIP Recognition Order), as the case may be, is in full force and effect and has not been reversed, stayed (whether by statutory

stay or otherwise), vacated, or, without the Administrative Agent's consent, modified or amended. The Loan Parties are in compliance in all respects with the Canadian Recognition Orders to the extent granted.

(f) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order, as the case may be, and with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Recognition Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Credit Parties shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder, under the other Loan Documents or under applicable Law.

ARTICLE VI.
AFFIRMATIVE COVENANTS

Until Payment in Full of the Obligations, the Loan Parties shall, and shall (except in the case of the covenants set forth in Sections 6.02, and 6.03) cause each Subsidiary to:

6.01 [Reserved].

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail satisfactory to the Administrative Agent:

(a) [reserved];

(b) within five (5) Business Days (or such longer period agreed to by the Administrative Agent in its sole discretion) of each Fiscal Month, a duly completed Compliance Certificate signed by a Responsible Officer of the Lead Borrower, which shall include, without limitation, (A) except for those payments which have been stayed upon the commencement of the Cases, a certification as to the amount, if any, of rent under any Leases, and any obligations and liabilities with respect to Taxes, that have not been timely paid, (B) a certification as to the receipt of notice, if any, as to any obligations or liabilities with respect to utilities and/or insurance premiums that have not been timely paid, (C) to the extent not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this clause, a description of any new Subsidiary and a listing of any new registrations, and new applications for registration, of Intellectual Property acquired or made by any Loan Party or any abandoned or lapsed registered Intellectual Property of any Loan Party, and (D) to the extent applicable, a reconciliation of tariff-refund-related accounting (including with respect to Tariff Refund Assets and Tariff Refund Proceeds) to the calculations described in Section 1.03(c);

(c) (i) prior to the Discharge of ABL Obligations, on the fifth (5th) Business Day after the end of each week, and (ii) thereafter, on the third (3rd) Business Day after the end of each week, a certificate, signed and certified as complete and correct by a Responsible Officer of the Lead Borrower, in the form of Exhibit G or in such other form as the Administrative Agent may agree in writing (a "Borrowing Base Certificate") (which shall include separate line items for the Carve Out Reserve, and, if applicable, Tariff Refund Assets, Tariff Refund Proceeds, the Tariff Refund Reserve and tariff-related Inventory valuation adjustments) showing each ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base, in each case, as of the close of business on the immediately preceding Saturday (and in each case, including Excess Availability);

(d) (i) prior to the Discharge of ABL Obligations, on Friday of each week (or, if Friday is not a Business Day, on the next succeeding Business Day), and (ii) thereafter, on Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day), (A) a schedule of all Eligible Trade Receivables indicating the aging of each such Account, (B) an accounts payable aging report, in each case, as of the last day of the prior calendar month or the prior calendar week, as applicable, and (C) all supporting materials related to the ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base;

(e) upon the request of the Administrative Agent or its auditors, appraisers, accountants, consultants or other representatives, copies of each of the Lead Borrower's federal income tax returns, and any amendments thereto;

(f) promptly upon the reasonable request of the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by its public accounting firm in connection with the accounts or books of the Loan Parties or any Subsidiary, or any audit of any of them, in each case to the extent permitted by the policies of its public accounting firm at such time;

(g) promptly after the same are available, copies of each annual report, proxy or financial statement, or other document, report or communication sent to the stockholders of the Loan Parties, and copies of all annual, regular, periodic and special reports and registration statements which any Loan Party files with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or with any national or foreign securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(h) the financial and collateral reports described on Schedule 6.02 hereto, at the times set forth in such Schedule;

(i) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement which indicate a breach or default of any such document, in each case not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(j) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Loan Parties (or upon the reasonable request of the Administrative Agent or its respective auditors, appraisers, accountants, consultants or other representatives), (i) a certificate executed by an authorized officer of the Lead Borrower certifying the existence and adequacy of the property and casualty insurance program carried by the Loan Parties and their Subsidiaries, and (ii) a written summary of said program identifying the name of each insurer, the number of each policy and expiration date of each policy, the amounts and types of each coverage, and a list of exclusions and deductibles for each policy;

(k) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from any Governmental Authority (including, without limitation, the SEC (or comparable agency in any applicable non-U.S. jurisdiction)) concerning any proceeding with, or investigation or possible investigation or other inquiry by such Governmental Authority regarding financial or other

operational results of any Loan Party or any Subsidiary thereof or any other matter which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(l) promptly after the Administrative Agent's request therefor, copies of all Material Contracts and documents evidencing Material Indebtedness;

(m) promptly after any Agent's or any Lender's request therefor, (i) such information as requested pursuant to Section 10.17 hereof, (ii) confirmation of the accuracy of the information set forth in the most recent Beneficial Ownership Certification for the Borrowers provided to the Agents and the Lenders, and (iii) a new Beneficial Ownership Certification for the Borrowers (which the Borrowers shall provide when the individual(s) to be identified as a beneficial owner have changed, regardless of whether any Agent or any Lender has made a request therefor);

(n) concurrently with the delivery of each Compliance Certificate referred to in Section 6.02(b) for each Fiscal Quarter, the Loan Parties shall provide the Administrative Agent with written notice of any additional registered Material Intellectual Property (not previously disclosed to the Administrative Agent on the Closing Date or pursuant to this Section 6.02(n)), as required pursuant to Sections 6.4(a) and (b) of the Security Agreement or the Canadian Security Agreement, as applicable;

(o) promptly, such additional information regarding the business affairs, financial condition or operations of any Loan Party or any Subsidiary, or compliance with the terms of the Loan Documents and or the ABL Documents, as applicable, to the extent delivered to the ABL Agent under the DIP ABL Credit Agreement, or as the Administrative Agent or any Lender may from time to time reasonably request;

(p) (i) promptly following receipt by any Loan Party, copies of any amendments, supplements, modifications, waivers, consents and forbearances under the DIP ABL Loan Documents, the Mithaq Subordinated Notes, the Mithaq Subordination Agreement and any material notices received from any lender or agent of, under or with respect to the ABL Obligations (including, without limitation, the ABL Agent) not otherwise provided to the Administrative Agent under the Loan Documents, and (ii) as and when due pursuant to the DIP ABL Credit Agreement, the Borrowing Base Certificates (as defined therein) and all material notices and all reports and information delivered to the ABL Agent to the extent not otherwise provided to the Administrative Agent under the Loan Documents;

(q) promptly upon the reasonable request of the Administrative Agent, by electronic mail, (i) a current calculation of the ABL Total Outstandings and Excess Availability and (ii) a current list of the outstanding Letters of Credit (as defined in the DIP ABL Credit Agreement) under the DIP ABL Credit Agreement, each in form and substance reasonably satisfactory to the Administrative Agent;

(r) [reserved]; and

(s) within twenty (20) days after the end of each Fiscal Month (or, while an Event of Default is continuing, more frequently while an Event of Default is continuing, as the Administrative Agent may request), a report in form and substance satisfactory to the Administrative Agent (a "Tariff Refund Report") covering entries, entry summaries, claims filed or expected, claim status, claimed, expected, denied and received amounts, Tariff Refund Proceeds, the Tariff Refund Reserve, Inventory valuation adjustments, cash-routing information and all Tariff

Reimbursement Claims, including claimant identity, basis, estimates, reserves, payments, credits and status but, in each case, only to the extent applicable in any Fiscal Month.

Financial statements and any related deliverables required to be delivered pursuant to Section 6.02(g) (to the extent any such documents are included in materials otherwise filed with the SEC) (i) shall be deemed satisfactory for the purposes of this Agreement in the form and substance filed with the SEC) and (ii) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (A) on which the Lead Borrower posts such documents, or provides a link thereto on the Lead Borrower's website on the Internet at the website address listed on Schedule 10.02; or (B) on which such documents are posted on the Lead Borrower's behalf on EDGAR or another Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (1) the Lead Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Lead Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (2) the Lead Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance, the Lead Borrower shall be required to provide paper copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Loan Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Loan Parties and the Administrative Agent hereby agree that the delivery of any Borrowing Base Certificate by such electronic method as may be approved by the Administrative Agent from time to time in its sole discretion, or by such other electronic input of information necessary to calculate each ABL U.S. Borrowing Base, ABL Canadian Borrowing Base, ABL Aggregate Borrowing Base, the Term Loan Pushdown Reserve, Excess Availability, the Canadian Borrowing Base, the U.S. Borrowing Base, the Term Aggregate Borrowing Base and the Aggregate Borrowing Base as may be approved by the Administrative Agent from time to time in its sole discretion, shall in each case be deemed to satisfy the obligation of the Lead Borrower to deliver such Borrowing Base Certificate, with the same legal effect as if such Borrowing Base Certificate had been manually executed by the Lead Borrower and delivered to the Administrative Agent.

6.03 Notices. Promptly notify the Administrative Agent:

(a) of the occurrence of any Default or Event of Default;

(b) except for those resulting from the commencement of the Cases, the enforcement of which is stayed upon the commencement of the Cases, of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, any default under, or termination of, a Material Contract or with respect to Material Indebtedness of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or any administrative or arbitration proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;

(c) of any undischarged or unpaid judgments or decrees in excess of $1,500,000, individually or in the aggregate;

(d) of the occurrence of any ERISA Event or Canadian Pension Event;

(e) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(f) of any change in any Loan Party's senior executive officers;

(g) of the discharge by any Loan Party of its present public accounting firm or any withdrawal or resignation by such public accounting firm;

(h) of any collective bargaining agreement or other labor contract to which a Loan Party becomes a party, the application for the certification of a collective bargaining agent, or any labor negotiations or strikes;

(i) of the filing of any Lien for unpaid Taxes against any Loan Party;

(j) of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral under power of eminent domain or by condemnation, expropriation or similar proceeding or if any material portion of the Collateral is damaged or destroyed;

(k) (i) of any failure by any Loan Party to pay rent or such other amounts due at (x) any distribution centers or warehouses, or (y) any of such Loan Party's locations when such rent or such other amounts first came due following the Petition Date, unless such non-payment was permitted under the Bankruptcy Code or pursuant to an order of the Bankruptcy Court or the Canadian Court and (ii) notice of termination of any Lease;

(l) of the termination, discharge, or resignation of any Loan Party Advisor;

(m) of the receipt or delivery of any material notice (including, without limitation, any notice of any breach or alleged breach) under the Purchase Agreement, Specified Liquidation Agreement or any agency agreement, asset purchase agreement or other contract relating to a Permitted Sale by any party thereto;

(n) of the occurrence of any "Default" or "Event of Default" (or comparable terms) under (and as defined in) the DIP ABL Loan Documents, the Mithaq Subordinated Notes or the Mithaq Subordination Agreement;

(o) of the occurrence of (i) any payment default by any franchisee or other counterparty with respect to any amounts in excess of $100,000 and that is outside the ordinary course of business, or (ii) any material "default" or "event of default" or other material breach (or comparable terms) by a franchisee or other counterparty with respect to which any applicable Loan Party sends a written notice to such franchisee or other counterparty, in each case, under any Franchise Agreements; and

(p) of the assertion of any claim against any registered Material Intellectual Property that would reasonably be expected to have a Material Adverse Effect or otherwise could reasonably be expected to result in a liability of the Loan Parties in excess of $1,250,000.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Lead Borrower setting forth details of the occurrence referred to therein and stating what action the

Lead Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge in full as the same shall become due and payable, all its post-petition obligations and liabilities, including (a) all post-petition tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, (b) all post-petition lawful claims (including, without limitation, claims for labor, materials and supplies and claims of landlords, warehousemen, customs brokers, freight forwarders, consolidators and carriers) which, if unpaid, would by law become a Lien upon its property (other than a Permitted Encumbrance), and (c) all post-petition Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness, except, in each case, where (a) the validity or amount thereof (other than payroll taxes or taxes that are the subject of a United States federal or Canadian federal or provincial tax Lien) is being contested in good faith by appropriate proceedings diligently conducted, (b) such Loan Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. The Lead Borrower will, upon request, furnish the Collateral Agent with proof satisfactory to the Collateral Agent indicating that the Loan Parties and their Subsidiaries have made the payments or deposits described in clause (a) above. Subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings, and in all cases, the Approved Budget (subject to the Permitted Variance), each Loan Party shall, and shall cause each of its Subsidiaries to, pay in conformity with its customary practice all accounts payable incident to the operations of such Person not referred to in this Section 6.04, above. Nothing contained herein shall be deemed to limit the rights of the Agents with respect to determining Reserves pursuant to this Agreement.

6.05 Preservation of Existence, Etc. Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization or formation except in a transaction permitted by Section 7.04 or 7.05. Preserve, renew and not abandon or let lapse any of its registered Material Intellectual Property, except for Permitted Dispositions.

6.06 Maintenance of Properties.

(a) Keep its properties in such repair, working order and condition, and shall from time to time make such repairs, replacements, additions and improvements thereto, as are reasonably necessary for the efficient operation of its business and shall comply at all times in all material respects with all material franchises, licenses and leases to which it is party so as to prevent any loss or forfeiture thereof or thereunder, except in each case where (i) compliance is at the time being contested in good faith by appropriate proceedings and (ii) failure to comply with the provisions being contested has not resulted, and which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable actions to possess and maintain all Material Intellectual Property and Related Intellectual Property and own all right, title and interest in and to, or have a valid license for, all such Material Intellectual Property and Related Intellectual Property (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property). No Loan Party nor any of its Subsidiaries shall take any action, or fail to take any action,

that could reasonably be expected to (i) result in the invalidity, abandonment, misuse, lapse, or unenforceability of Material Intellectual Property (except, in each case under this clause (i), (x) as otherwise set forth on Schedule 5.17, (y) for Permitted Dispositions or (z) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property), or (ii) infringe upon or misappropriate any rights of other Persons except, in the case of this clause (ii), as could not reasonably be expected to have a Material Adverse Effect. Take all commercially reasonable steps, including, in any proceeding before the PTO, the USCO and/or the CIPO, as applicable, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Borrower Intellectual Property, including, filing of applications for renewal, affidavits of use and affidavits of incontestability (except, in each case, (x) for Permitted Dispositions or (y) to the extent in the commercially reasonable business judgment of the applicable Loan Party such Intellectual Property is Immaterial Intellectual Property).

(c) Do all things reasonably necessary in order to comply with all Environmental Laws at any Real Estate or otherwise in connection with their operations noncompliance with which could reasonably be expected to have a Material Adverse Effect, and obtain all permits and other governmental authorizations for their operations under applicable Environmental Laws other than such permits and other authorizations the failure of which to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Maintain, preserve and protect all of its FF&E material to the operation of its business in working order and condition, ordinary wear and tear excepted; and make all reasonably necessary repairs thereto and renewals and replacements thereof, except, in each case, where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies reasonably acceptable to the Administrative Agent and not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business and operating in the same or similar locations or as is required by applicable Law, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons and as are reasonably acceptable to the Administrative Agent.

(b) Subject to the Intercreditor Agreement, cause fire and extended coverage policies maintained with respect to any Collateral to be endorsed or otherwise amended to include (i) a non-contributing mortgage clause (regarding improvements to real property) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, Credit Parties or any other Person shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(c) Subject to the Intercreditor Agreement, cause commercial general liability policies to be endorsed to name the Collateral Agent as an additional insured.

(d) Subject to the Intercreditor Agreement, cause business interruption policies to name the Collateral Agent as a loss payee and to be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Loan Parties, the Administrative Agent, the Collateral Agent or any other party shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties.

(e) Cause each such policy referred to in Section 6.07(b) to also provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium, except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason, except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent.

(f) Deliver to the Collateral Agent, prior to the cancellation, modification or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(g) If at any time the area in which any Eligible Real Estate is located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as is reasonable and customary for similarly situated companies, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, and, upon the request of the Administrative Agent or any Lender, deliver evidence of such flood insurance to the Administrative Agent or such Lender, in form and substance reasonably acceptable to the Administrative Agent or such Lender, or (ii) a "Zone 1" area, obtain earthquake insurance in such total amount as is reasonable and customary for similarly situated companies.

(h) Maintain for themselves and their Subsidiaries, a Directors and Officers insurance policy, and a "Blanket Crime" policy including employee dishonesty, forgery or alteration, theft, disappearance and destruction, robbery and safe burglary, property, and computer fraud coverage with responsible companies in such amounts as are customarily carried by business entities engaged in similar businesses similarly situated, and will upon request by the Administrative Agent furnish the Administrative Agent certificates evidencing renewal of each such policy.

(i) Permit any representatives that are designated by the Collateral Agent to inspect the insurance policies maintained by or on behalf of the Loan Parties and to inspect books and records related thereto and any properties covered thereby. The Loan Parties shall pay the reasonable fees and expenses of any representatives retained by the Collateral Agent to conduct any such inspection.

(j) If any Loan Party or its Subsidiaries fails to maintain such insurance and/or fails to provide the Collateral Agent with satisfactory evidence thereof, in accordance with this Section 6.07, the Collateral Agent may, in its reasonable discretion, purchase insurance at the Borrowers' expense to protect the Credit Parties' interests ("Lender Insurance"), and the costs for such Lender Insurance (including the insurance premium, interest, and any other charges that may be imposed with the placement of such Lender Insurance, until the effective date of the cancellation

or expiration of such Lender Insurance) shall be due and payable by the Borrowers on demand, and may be added to the Borrowers' total outstanding Obligations. Such Lender Insurance may not protect the Loan Parties' interests or claims. The Borrowers may later cancel any Lender Insurance, but only after providing the Collateral Agent with evidence that the Borrowers have obtained the insurance coverage required by this Agreement. The costs of the Lender Insurance may be considerably more expensive than the cost of insurance the Borrowers may be able to obtain on their own. Notwithstanding any of the foregoing, there shall be no responsibility on the Collateral Agent's part for obtaining any insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims.

None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply (a) in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; (ii) such contest effectively suspends enforcement of the contested Laws, and (iii) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect, (b) with Sections 10.17 and 10.22, (c) in all material respects with (i) the Bankruptcy Code, the rules of the Bankruptcy Court and any order of the Bankruptcy Court (other than the Orders), and (ii) Part IV of the CCAA, the rules of the Canadian Court and any order of the Canadian Court (other than the Canadian Recognition Orders), and (d) in all respects with the Orders and the Canadian Recognition Orders, except in the case of the preceding clauses (a) and (b), non-compliance thereof is permitted by the Bankruptcy Code, Part IV of the CCAA or an order of the Canadian Court (including the Canadian Recognition Orders as applicable.

6.09 Books and Records; Accountants.

(a) (i) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties or such Subsidiary, as the case may be; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Loan Parties or such Subsidiary, as the case may be.

(b) At all times retain BDO USA or another public accounting firm which is reasonably satisfactory to the Administrative Agent and instruct such public accounting firm in writing to cooperate with, and be available to, the Administrative Agent or its representatives to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such public accounting firm, as may be raised by the Administrative Agent; provided that the Lead Borrower shall be entitled to participate

in any such meetings or discussions. The Lead Borrower hereby irrevocably authorizes and directs all auditors, accountants, or other third parties to deliver to the Administrative Agent, at the Borrowers' expense, copies of the Borrowers' financial statements, papers related thereto, and other accounting records of any nature in their possession, and to disclose to the Administrative Agent any information they may have regarding the Collateral or the financial condition of the Borrowers, in each case to the extent permitted by the policies of such auditors, accountants or other third parties at such time; provided that the Lead Borrower shall be entitled to be provided with copies of any such financial statements, papers, accounting records or disclosures contemporaneously therewith.

6.10 Inspection Rights.

(a) Permit, and provide commercially reasonable cooperation with, representatives, Affiliates and independent contractors of the Administrative Agent (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) (who may be accompanied by the Lenders or representatives thereof) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and public accounting firm, all at the expense of the Loan Parties and at such reasonable times during normal business hours on one occasion per each Fiscal Year, upon reasonable advance notice to the Lead Borrower; provided, however, that when an Event of Default has occurred and is continuing, the Administrative Agent (or any of its representatives, Affiliates or independent contractors) may do any of the foregoing at the expense of the Loan Parties, as often as the Administrative Agent may request in its reasonable discretion, and at any time during normal business hours and without advance notice.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit, and provide commercially reasonable cooperation with, the Administrative Agent or professionals (including investment bankers, consultants, any Lender Group Consultant, accountants, lawyers, commercial finance examiners and appraisers, each of whom may be Affiliates of the Administrative Agent) retained by the Administrative Agent to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Lead Borrower's practices in the computation of the Aggregate Borrowing Base and (ii) the assets included in the Aggregate Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. During the pendency of the Cases, the Administrative Agent may cause appraisals, commercial finance examinations and other evaluations to be undertaken at such times and with such frequency as the Administrative Agent may determine in its reasonable discretion (and without imposing undue burden on the operation of the business of the Loan Parties), in each case at the expense of the Loan Parties.

(c) [Reserved].

(d) Permit the Administrative Agent, from time to time, to engage a geohydrologist, an independent engineer or other qualified consultant or expert, reasonably acceptable to the Administrative Agent, at the expense of the Loan Parties, to undertake Phase I environmental site assessments during the term of this Agreement of the Eligible Real Estate provided such assessments may only be undertaken (i) during the continuance of a Default, (ii) if a Loan Party receives any notice or obtains knowledge of (A) any potential or known release of any Hazardous Materials at or from any Eligible Real Estate, notification of which must be given to any Governmental Authority under any Environmental Law, or notification of which has, in fact, been

given to any Governmental Authority, or (B) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental health or safety matter affecting any Loan Party or any Eligible Real Estate from any Person (including, without limitation, the Environmental Protection Agency); provided further that one such assessment may be undertaken from and after the Closing Date at the Loan Parties' expense without the requirement that any such event shall have occurred. Environmental assessments may include detailed visual inspections of the Real Estate, including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are reasonably necessary for a determination of the compliance of the Real Estate and the use and operation thereof with all applicable Environmental Laws. The Borrowers will, and will cause each of their Subsidiaries to, cooperate in all respects with the Administrative Agent and such third parties to enable such assessment and evaluation to be timely completed in a manner reasonably satisfactory to the Administrative Agent.

(e) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals of the Borrower Intellectual Property. The Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such appraisals of the Borrower Intellectual Property.

(f) No Borrowing Base calculation shall include Collateral outside the ordinary course of business until completion of applicable appraisals and commercial finance examinations (which shall not be included in the limits provided above, but such appraisals and commercial finance examinations shall only be conducted with the consent of the Lead Borrower) satisfactory to the Administrative Agent.

6.11 Use of Proceeds. Apply the DIP Term Loan solely in accordance with the Orders or the Canadian Recognition Orders, the Approved Budget (subject to the Permitted Variance) and the terms of this Agreement, (a) to pay costs, fees and expenses related to the Cases and the Recognition Proceedings (including as permitted under the Canadian Recognition Orders), (b) to pay adequate protection payments permitted by the Orders, (c) to refinance the Prepetition Obligations as provided in the Orders and Section 2.05, (d) to fund the Carve Out and to make payments under the Carve Out in accordance with this Agreement and the Orders, and (e) to fund the working capital needs and expenditures of the Debtors during the Cases, in each case to the extent expressly permitted under applicable Law and the Loan Documents.

6.12 Additional Loan Parties.

(a) Notify the Administrative Agent at the time that any Person becomes a Subsidiary or is otherwise required to join as a Loan Party, and promptly thereafter (and in any event within fifteen (15) days (or such longer period as the Administrative Agent may agree)), cause any such Person to (i) become a Loan Party by executing and delivering to the Administrative Agent a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (ii) grant a Lien to the Collateral Agent on such Person's assets to secure the Obligations to the extent required under the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), (iii) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (i) above), and (iv) if any Equity Interests or Indebtedness of such Person are owned by or on behalf

of any Loan Party, to pledge such Equity Interests and promissory notes evidencing such Indebtedness to the extent required under the Security Documents. In no event shall compliance with this Section 6.12 waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.12 if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute, with respect to any Subsidiary, an approval of such Person as a Borrower or permit the inclusion of any acquired assets in the computation of the Borrowing Base. At all times, the Loan Parties shall cause each Subsidiary that is a "Loan Party" (as defined in the DIP ABL Credit Agreement) to remain a Loan Party under the Loan Documents, except to the extent a release of such Loan Party from its obligations under the DIP ABL Loan Documents and the Loan Documents is permitted pursuant to the terms of the DIP ABL Loan Documents and the Loan Documents.

(b) Prior to the acquisition by TCP Canada Inc. of any assets (other than the assets described in Section 5.13(b) hereof or other assets not of the same type that constitute Collateral (which other assets are not used in connection with any of the Loan Parties' business operations)), cause such Person to (A) become a Loan Party by executing and delivering to the Agents a Joinder Agreement or a counterpart of the Facility Guaranty or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a Lien to the Collateral Agent on such Person's assets to the extent required by the Security Documents (it being understood that, to the extent such Person is a Debtor, such Person's assets shall automatically be subject to the Liens created by the Orders and Section 6.28), and (C) deliver to the Agents documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (A), subject to customary assumptions and qualifications), all of the foregoing to be in form, content and scope reasonably satisfactory to the Administrative Agent.

6.13 Cash Management.

(a) To the extent not previously delivered to the Administrative Agent, if requested by the Administrative Agent:

(i) deliver to the Administrative Agent copies of notifications (each, a "Credit Card Notification") substantially in the form attached hereto as Exhibit H which have been executed on behalf of such Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 5.21(b); and

(ii) enter into a blocked account agreement for each Blocked Account, in each case in form and substance satisfactory to the Agents (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent (other than with respect to Term Loan Priority Account) shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement) (each, a "Blocked Account Agreement"), with the applicable Blocked Account Bank; provided that, for the avoidance of doubt, no Blocked Account Agreements shall be required with respect to any Excluded Accounts; provided further that, notwithstanding anything to the contrary in this Agreement, the Administrative Agent may from time to time,

in its sole discretion, elect not to require Blocked Account Agreements on DDAs that are exclusively used for disbursements.

(b) (i) Each Credit Card Notification shall require the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all payments due from Credit Card Issuers and Credit Card Processors, and (ii) the Borrowers shall cause each depository institution (including those listed on Schedule 5.21(a)) to cause the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to a Blocked Account of all amounts on deposit in each DDA (other than Excluded Accounts).

(c) Each Blocked Account Agreement shall require, subject to the Cash Management Order, the ACH or wire transfer no less frequently than daily (and whether or not there are then any outstanding Obligations) to each concentration account maintained by the Collateral Agent at Wells Fargo Bank or its Affiliates (each, a "Concentration Account"), of all cash receipts and collections, including, without limitation, the following (except to the extent provided in Section 6.13(l) in respect of the Canadian Operating Account):

(i) all available cash receipts, subject to the Intercreditor Agreement, (x) from the sale of Inventory, and (y) from the sale of other assets (whether or not constituting Collateral);

(ii) all proceeds of collections of Accounts;

(iii) all Net Proceeds, and all other cash payments received by a Loan Party from any Person or from any source or on account of any Disposition or other transaction or event, including, without limitation, any Prepayment Event;

(iv) the then contents of each DDA (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject DDA by the depository institution at which such DDA is maintained);

(v) the then entire ledger balance of each Blocked Account (net of any minimum balance, not to exceed $2,500.00, as may be required to be kept in the subject Blocked Account by the Blocked Account Bank);

(vi) the proceeds of all credit card charges; and

(vii) all Tariff Refund Proceeds.

Prior to the exercise of remedies provided for in Section 8.02 (or before the DIP Term Loan has automatically become immediately due and payable as set forth in the proviso to Section 8.02) subject to the Cash Management Order, all amounts received in a Concentration Account from any source, including the Blocked Account Banks, shall be applied by the Administrative Agent as provided in Section 2.06(i).

(d) [Reserved].

(e) Each Concentration Account shall at all times be under the sole dominion and control of the Collateral Agent, or the ABL Agent subject to the terms of the Intercreditor Agreement . The Loan Parties hereby acknowledge and agree that (i) the Loan Parties have no

right of withdrawal from a Concentration Account, (ii) subject to entry of the Interim Order (and, when applicable, the Final Order) the funds on deposit in a Concentration Account shall at all times be collateral security for all of the Obligations and the Prepetition Obligations, and (iii) subject to the Cash Management Order, the Canadian Interim DIP Recognition Order and/or the Canadian Final DIP Recognition Order, as applicable, the funds on deposit in a Concentration Account shall be applied as provided in this Agreement.

(f) In the event that any Loan Party receives or otherwise has dominion and control of any proceeds or collections described in Section 6.13(c), such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(g) Upon the request of the Administrative Agent, the Loan Parties shall cause bank statements and/or other reports to be delivered to the Administrative Agent not less often than monthly, accurately setting forth all amounts deposited in each Blocked Account to ensure the proper transfer of funds as set forth above.

(h) Notwithstanding anything to the contrary contained in this Section 6.13 and in all cases subject to the Orders and the Cash Management Order, (i) prior to the delivery of a Term Termination Declaration, all Net Proceeds of Term Priority Collateral (other than Net Proceeds of Franchise Receivables which may be used to pay disbursements in accordance with the Approved Budget) shall be remitted to the Term Loan Priority Account and (ii) on and after the occurrence of delivery of a Term Termination Declaration, all Net Proceeds of Term Priority Collateral shall be remitted to the Term Loan Priority Account. Subject to Section 6.23, the Term Loan Priority Account shall be subject to a Blocked Account Agreement in form and substance reasonably satisfactory to the Agents.

(i) After the Discharge of ABL Obligations, all collections and proceeds of the Collateral shall be deposited in the Term Loan Priority Account and may be used to pay the Obligations or as otherwise agreed to by the Administrative Agent to pay disbursements in accordance with the Approved Budget. After the Discharge of ABL Obligations, on any day that Excess Availability is greater than zero dollars ($0), subject to the conditions listed herein, the Loan Parties may request that the Administrative Agent release Term Loan Priority Account Cash to the Loan Parties in an amount not to exceed the lesser of (A) the amount of the then existing cash in the Term Loan Priority Account, and (B) disbursements for such week in the Approved Budget or such greater amounts as approved by the Administrative Agent in writing . After the Discharge of ABL Obligations, each request to release cash in the Term Loan Priority Account shall be made upon the Lead Borrower's irrevocable notice to the Administrative Agent via a Term Loan Priority Account Cash Release Notice appropriately completed and signed by a member of senior management of the Lead Borrower, which may be given by electronic mail. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. Eastern time on the requested date of such release of Term Loan Priority Account Cash. Any such request to release Term Loan Priority Account Cash shall be subject to the following conditions precedent (the "Cash Release Conditions"): (I) no Default or Event of Default shall have occurred or be existing on the date of the release of any Term Loan Priority Account Cash; (II) concurrently with such request, the Loan Parties shall deliver to the Administrative Agent, an updated Borrowing Base Certificate, which shall set forth the Aggregate Borrowing Base based on the balances as of the close of business on the prior Saturday and calculated on a pro forma basis after giving effect to such proposed release of Term Loan Priority Account Cash, and (III) such request shall specify the amount of Term Loan

Priority Account Cash that the Lead Borrower is requesting be released which shall be in compliance with the Approved Budget, and shall be accompanied by the calculations and such other information that Administrative Agent shall reasonably request to confirm compliance with the terms of this paragraph. Upon satisfaction of the Cash Release Conditions, the Administrative Agent shall arrange for the release of the requested Term Loan Priority Account Cash to the Lead Borrowers' operating account. The provisions of this Section 6.13(i) shall not be deemed a waiver in any respect of the Event of Default resulting from Excess Availability that is less than zero dollars ($0).

(j) [Reserved].

(k) Subject to the Cash Management Order, cause all Tariff Refund Proceeds to be paid directly into a Blocked Account that is subject to a Blocked Account Agreement, and designate such Blocked Account in all CBP, CAPE, customs broker, customs counsel, claims administrator, Governmental Authority, portal, platform and payment-instruction records. If direct deposit of Tariff Refund Proceeds into such a Blocked Account is not available, the Loan Parties shall, subject to the Cash Management Order, use the available payment instruction that is most protective of the Credit Parties, shall hold any such Tariff Refund Proceeds in trust for the Collateral Agent, and shall, not later than the Business Day after receipt thereof, transfer all such Tariff Refund Proceeds into a Blocked Account that is subject to a Blocked Account Agreement.

(l) The Loan Parties shall comply in all respects with the Cash Management Order.

(m) Notwithstanding anything to the contrary in this Section 6.13, and in all cases subject to the Cash Management Order and the Canadian Recognition Orders, with respect to the Deposit Account of the Canadian Borrower maintained at The Toronto-Dominion Bank with an account number ending in 2498, into which cash receipts and collections are concentrated and from which disbursements are made (the "Canadian Operating Account"), the Loan Parties shall: (i) not make, or permit to be made, any disbursement, withdrawal, payment or transfer from the Canadian Operating Account other than disbursements in the amounts, to the payees and of the types set forth as operating disbursements in the then-applicable Approved Budget for the applicable period, in each case subject only to the Permitted Variance; and in no event shall the Loan Parties make any disbursement or transfer from the Canadian Operating Account to any Subsidiary or to any other Loan Party or any Subsidiary of any other Loan Party; (ii) on each Business Day (or at such other intervals as the Administrative Agent may direct), remit, or cause to be remitted, to a Concentration Account the entire then-current ledger balance of the Canadian Operating Account, net only of amounts required to fund the disbursements permitted under clause (i) above for the applicable period, and the Loan Parties shall not retain, accumulate or hold in the Canadian Operating Account any amounts in excess of the amounts required to fund the disbursements permitted under clause (i) for the then-applicable Approved Budget period; to the extent the Canadian Borrower repatriates any funds to any U.S. Loan Party, such funds shall be remitted to, prior to the Discharge of ABL Obligations, to the Concentration Account maintained at JP Morgan Chase with an account ending in 7701 and thereafter to the Term Loan Priority Account and shall be disbursed or applied solely with the Administrative Agent's consent; (iii) notwithstanding clause (i), nothing herein shall prohibit, and the Loan Parties shall remain obligated to make, disbursements from the Canadian Operating Account consisting of amounts required to comply with any order of a court of competent jurisdiction, including the Bankruptcy Court and any Canadian Court; and (iv) commencing on the first Business Day of the first full week following the Closing Date, and on each Business Day (or at such other intervals as the Administrative Agent may direct) thereafter, deliver to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, bank statements for, and a reconciliation of, the Canadian Operating Account evidencing that (x) only

disbursements permitted under clause (i) (or clause (iii)) were made from the Canadian Operating Account and (y) the net balance was remitted to a Concentration Account in accordance with clause (ii). Any failure to comply with this Section 6.13(m) shall constitute an immediate Event of Default. For the avoidance of doubt, nothing in this Section 6.13(m) limits the Loan Parties' obligations under Section 6.13(c) or the Administrative Agent's or Collateral Agent's rights with respect to the Canadian Operating Account under this Agreement, the Cash Management Order or any Blocked Account Agreement.

6.14 Information Regarding the Collateral.

(a) Furnish to the Administrative Agent at least thirty (30) days' prior written notice of any change in: (i) any Loan Party's name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Loan Party's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it, any location, office or facility at which Collateral owned by it is located (including the establishment of any such new location, office or facility), or, in the case of a Canadian Loan Party, its registered office; (iii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iv) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of organization. The Loan Parties agree not to effect or permit any change referred to in the preceding sentence unless all filings (including fixture filings) have been made under the UCC, the PPSA or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral (subject only to (i) Permitted Encumbrances having priority by operation of applicable Law, (ii) DIP ABL Liens and (iii) Prepetition Permitted Senior Liens) for its own benefit and the benefit of the other Credit Parties.

(b) From time to time as may be reasonably requested by the Administrative Agent, the Lead Borrower shall supplement each Schedule hereto, or any representation herein or in any other Loan Document, with respect to any matter arising after the Closing Date that, if existing or occurring on the Closing Date, would have been required to be set forth or described in such Schedule or as an exception to such representation or that is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein). Notwithstanding the foregoing, no supplement or revision to any Schedule or representation shall be deemed the Credit Parties' consent to the matters reflected in such updated Schedules or revised representations nor permit the Loan Parties to undertake any actions otherwise prohibited hereunder or fail to undertake any action required hereunder from the restrictions and requirements in existence prior to the delivery of such updated Schedules or such revision of a representation; nor shall any such supplement or revision to any Schedule or representation be deemed the Credit Parties' waiver of any Default resulting from the matters disclosed therein.

6.15 Physical Inventories.

(a) Cause not less than one (1) physical inventory to be undertaken, at the expense of the Loan Parties, in each twelve month period, conducted by such inventory takers as are satisfactory to (x) prior to the Discharge of ABL Obligations, the ABL Agent and (y) thereafter, the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding inventory or as otherwise may be satisfactory to (x) prior to the Discharge of ABL Obligations, the ABL Agent and (y) thereafter, the Collateral Agent. The Collateral Agent and any Lender, at the expense of the Loan Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaken on behalf of any Loan

Party. Upon the request of the Collateral Agent, the Lead Borrower shall provide the Collateral Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory undertaken by a Loan Party) and shall post such results to the Loan Parties' stock ledgers and general ledgers, as applicable.

(b) The Collateral Agent, in its discretion, if any Default shall have occurred and be continuing, may cause such additional inventories to be taken as the Collateral Agent determines (each, at the expense of the Loan Parties); provided, that if the ABL Agent caused such additional inventories in accordance with the DIP ABL Credit Agreement, the Administrative Agent shall utilize such additional inventories caused by the ABL Agent.

6.16 Environmental Laws. (a) Conduct its operations and keep and maintain its Real Estate in material compliance with all Environmental Laws; (b) obtain and renew all environmental permits appropriate or necessary for its operations and properties; and (c) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the Real Estate or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Real Estate, provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP.

6.17 Further Assurances.

(a) Execute any and all further documents, financing statements, agreements and instruments (including Intellectual Property filings), and take all such further actions (including the filing and recording of financing statements, Intellectual Property filings and other documents), that may be required under any applicable Law, or which any Agent may request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Loan Parties. The Loan Parties also agree to provide to the Agents, from time to time upon request, evidence satisfactory to the Agents as to the perfection and priority of the Liens created or intended to be created by the Security Documents. Notwithstanding anything to the contrary contained in this clause (a), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(b) If any material assets are acquired by any Loan Party after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of the Security Documents upon acquisition thereof), notify the Agents thereof, and the Loan Parties will cause such assets to be subjected to a Lien securing the Obligations and will take such actions as shall be reasonably necessary or shall be reasonably requested by any Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section 6.17, all at the expense of the Loan Parties. In no event shall compliance with this Section 6.17(b) waive or be deemed a waiver or Consent to any transaction giving rise to the need to comply with this Section 6.17(b) if such transaction was not otherwise expressly permitted by this Agreement or constitute or be deemed to constitute Consent to the inclusion of any acquired assets in the computation of the Borrowing Base. Notwithstanding anything to the contrary contained in this clause (b), the terms of Article VI to the Security Agreement shall control with respect to all matters relating to Intellectual Property.

(c) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause each of its customs brokers, freight forwarders, consolidators and other carriers which, individually, have control over, and/or hold the documents evidencing ownership of, Inventory or other Collateral of the Loan Parties with an aggregate retail value in excess of ten percent (10%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time to deliver a Customs Broker Agreement to the Collateral Agent and (ii) simultaneously with the delivery to the ABL Agent, deliver to the Collateral Agent a Customs Broker Agreement with each such customs broker, freight forwarder, consolidator or other carrier for which such an agreement has been provided to the ABL Agent.

(d) To the extent not previously delivered to the Collateral Agent, (i) upon the request of the Collateral Agent, cause any of its landlords with respect to Real Estate acquired or leased after the Closing Date to deliver a Collateral Access Agreement to the Collateral Agent in such form as the Collateral Agent may reasonably require if the aggregate retail value of the Inventory or other Collateral of the Loan Parties at any such location exceeds five percent (5%) of the retail value of all Inventory or other Collateral of the Loan Parties at such time and (ii) simultaneously with the delivery to the ABL Agent, deliver to the Collateral Agent a Collateral Access Agreement for any Real Estate for which a Collateral Access Agreement has been provided to the ABL Agent.

(e) Notwithstanding the foregoing, the Collateral Agent shall not enter into any Mortgage in respect of any improved Real Estate acquired by any Loan Party after the Closing Date (whether or not Eligible Real Estate) unless the Collateral Agent has provided to the Lenders (i) if such Mortgage relates to an improved Real Estate not located in a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), a completed Flood Certificate with respect to such improved Real Estate from a third-party vendor at least ten (10) Business Days prior to entering into such Mortgage, or (ii) if such Mortgage relates to an improved real property located in such a "flood hazard area", the following documents with respect to such improved Real Estate at least thirty (30) days prior to entering into such Mortgage: (1) a completed Flood Certificate from a third party vendor; (2) (A) a notification to the Lead Borrower that such real property is located in such a "flood hazard area" and (if applicable) notification to the Lead Borrower that flood insurance coverage is not available and (B) evidence of the receipt by the Lead Borrower of such notice; and (3) if required by applicable Laws (including, without limitation, the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect), evidence of required flood insurance; provided that the Collateral Agent may enter into any such Mortgage prior to the notice period specified above if the Collateral Agent shall have received confirmation from each applicable Lender that such Lender has completed any necessary flood insurance due diligence to its reasonable satisfaction. Notwithstanding anything to the contrary contained herein (including this Section 6.17 and Section 10.01) or in any other Loan Document, (x) the Collateral Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Lenders has received forty-five (45) days' prior written notice thereof and the Collateral Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Insurance Laws or as otherwise satisfactory to such Lender, and (y) at any time that the Real Estate or any other real property is included in the Collateral, no renewal or extension of the DIP Term Loan shall be consummated until the completion of flood due diligence, documentation and coverage as required by the Flood Insurance Laws or as otherwise satisfactory to all Lenders.

(f) Notwithstanding anything to the contrary contained herein (including this Section 6.17) or in any other Loan Document, the Agents shall not accept delivery of any joinder to any

Loan Document with respect to any Subsidiary of any Loan Party that is not a Loan Party, if such Subsidiary qualifies as a "legal entity customer" under the Beneficial Ownership Regulation unless such Subsidiary has delivered a Beneficial Ownership Certification in relation to such Subsidiary and the Administrative Agent and the Lenders have completed their respective Patriot Act searches, OFAC/PEP searches, Canadian AML Legislation searches (if applicable), and customary individual background checks for such Subsidiary, the results of which shall be satisfactory to the Administrative Agent and the Lenders.

6.18 Compliance with Terms of Leaseholds.

(a) Except as otherwise expressly permitted hereunder or to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) subject to the provisions of the Bankruptcy Code or any order of the Canadian Court in the Recognition Proceedings and, in all cases, consistent with the Approved Budget (subject to the Permitted Variance), make all payments and otherwise perform all obligations arising after the Petition Date in respect of all Leases of real property to which any Loan Party or any of its Subsidiaries is a party, (ii) keep such Leases in full force and effect and not allow such Leases to lapse or be terminated or any rights to renew such Leases to be forfeited or cancelled, (iii) notify the Administrative Agent of any default by any party with respect to such Leases, and (iv) cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so except, in each case, with respect to Leases relating to Store locations subject to Specified Store Closing Sales after the effectiveness of the rejection of such applicable Lease. In the event that the Borrowers become delinquent in their rent payments, subject to Section 2.01(c), the Administrative Agent may establish Reserves against any applicable Borrowing Base for the amount of any landlord liens arising from such delinquency.

(b) Other than with respect to Leases relating to Stores subject to the Specified Store Closing Sales, (i) obtain the Administrative Agent's prior written consent prior to rejecting any Lease of real property and (ii) consult with the Administrative Agent regarding any plans to assume or reject any Lease of real property.

6.19 Material Contracts. Except as otherwise expressly permitted hereunder, to the extent non-performance thereof is permitted by the Bankruptcy Code or any order of the Bankruptcy Court or the Canadian Court, and other than as a result of the commencement of the Cases, (i) perform and observe all of the terms and provisions of each Material Contract to be performed or observed by any Loan Party or any of its Subsidiaries after the Petition Date, (ii) take all such action required on the part of any Loan Party or any of its Subsidiaries to maintain each such Material Contract in full force and effect, (iii) enforce each such Material Contract in accordance with its terms, (iv) take all such action to such end as may be from time to time requested by the Administrative Agent, and (v) upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, and cause each of its Subsidiaries to do so.

6.20 ERISA.

(a) Comply in all material respects with the applicable provisions of ERISA or any other applicable federal, state, provincial, local or foreign law dealing with such matters, except where the failure to comply could reasonably be expected to result in a claim or liability against any Loan Party or its Affiliates of $1,500,000 or more.

(b) Subject to the provisions of the Bankruptcy Code and, in all cases, the Approved Budget (subject to the Permitted Variance), pay and discharge promptly any liability imposed upon it pursuant to the provisions of Title IV of ERISA; provided, however, that neither any Loan Party nor any ERISA Affiliate or any other Subsidiary of the Loan Parties shall be required to pay any such liability if (i) the amount, applicability or validity thereof shall be diligently contested in good faith by appropriate proceedings, and (ii) such Person shall have set aside on its books reserves, in the opinion of the independent certified public accountants of such Person, adequate with respect thereto.

(c) Deliver to the Collateral Agent, promptly, and in any event within 20 days, after (i) the occurrence of any Reportable Event in respect of a Plan, a copy of the materials that are filed with the PBGC, (ii) any Loan Party or any ERISA Affiliate or an administrator of any Plan files with participants, beneficiaries or the PBGC a notice of intent to terminate any such Plan, a copy of any such notice, (iii) the receipt of notice by any Loan Party or any ERISA Affiliate or an administrator of any Plan from the PBGC of the PBGC's intention to terminate any Plan or to appoint a trustee to administer any such Plan, a copy of such notice, (iv) the request by any Lender of copies of each annual report that is filed on Treasury Form 5500 with respect to any Plan, together with certified financial statements (if any) for the Plan and any actuarial statements on Schedule B to such Form 5500, (v) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which could reasonably be expected to constitute grounds under the provisions of Section 4042 of ERISA for the termination of (or the appointment of a trustee to administer) any Plan, an explanation of such event or condition, (vi) the receipt by any Loan Party or any ERISA Affiliate of an assessment of withdrawal liability under Section 4201 of ERISA from a Multiemployer Plan, a copy of such assessment, (vii) any Loan Party or any ERISA Affiliate knows or has reason to know of any event or condition which would reasonably be expected to cause any one of them to incur a liability under Section 4062, 4063, 4064 or 4069 of ERISA or Section 412(n) or 4971 of the Code, an explanation of such event or condition, or (viii) any Loan Party or any ERISA Affiliate knows or has reason to know that an application is to be, or has been, made to the Secretary of the Treasury for a waiver of the minimum funding standard under the provisions of Section 412 of the Code, a copy of such application, and in each case described in clauses (i) through (iii) and (v) through (vii) together with a statement signed by an officer setting forth details as to such Reportable Event, notice, event or condition and the action which such Loan Party and any ERISA Affiliate proposes to take with respect thereto.

6.21 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.Each Loan Party will, and will cause each of its Subsidiaries to comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, agents and Affiliates with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall and shall cause their respective Subsidiaries to comply with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

6.22 Term Loan Pushdown Reserve. The Loan Parties shall take such steps as shall be required under the DIP ABL Credit Agreement and the Intercreditor Agreement, as applicable (including, without limitation, delivery of Borrowing Base Certificates as may be required by the ABL Agent and the Administrative Agent), to enable the ABL Agent to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base, as and when applicable, in accordance with the terms of the DIP ABL Credit Agreement and the Intercreditor Agreement.Milestones. The Loan Parties shall satisfy each of the milestones set forth on Schedule 6.23 (each, a "Milestone" and, collectively, the "Milestones") on or before the applicable date set forth therein. The Administrative Agent shall have the

ability to extend any Milestone in writing (which may be by electronic mail from counsel to the Administrative Agent). Schedule 6.23 may be amended, supplemented or otherwise modified from time to time by a writing executed by the Administrative Agent and the Lead Borrower, without the need to comply with Section 10.01, and the Administrative Agent shall promptly deliver a copy of any such modified Schedule 6.23 to the Lenders. Each reference in this Agreement or any other Loan Document to Schedule 6.23 or to any Milestone shall mean Schedule 6.23 or such Milestone, as applicable, as so extended, amended, supplemented or otherwise modified from time to time in accordance with this Section 6.23.

6.24 Approved Budget; 13-Week Cash Flow Reporting.

(a) The Loan Parties shall deliver to the Administrative Agent (i) on or prior to the Closing Date, an Initial Budget and (ii) thereafter, no later than 5:00 p.m. each Wednesday of the fifth (5th) week of the Initial Budget and each subsequent Approved Budget (commencing with December 9, 2026) or, to the extent such Wednesday is not a Business Day, the next Business Day thereafter (each, an "Approved Budget Reporting Date"), an updated Budget for the 13-week period commencing as of the Sunday immediately preceding such Approved Budget Reporting Date, in form and substance substantially consistent with the Initial Budget and otherwise satisfactory to the Administrative Agent in its sole discretion (it being understood that no such updated, modified or supplemented Budget shall be effective until so approved by the Administrative Agent in its sole discretion and only once so approved by the Administrative Agent shall it be deemed an "Approved Budget" (it being further understood that the Initial Budget shall constitute the Approved Budget until superseded in accordance with this Section 6.24) (it being understood that if the Administrative Agent does not provide notice to the Loan Parties that any such updated, modified or supplemented Budget is not in form and substance satisfactory to the Administrative Agent within five (5) Business Days of receipt thereof, such updated, modified, or supplemented budget shall be deemed the newly approved Approved Budget hereunder); provided that, in the event the Administrative Agent, on the one hand, and the Loan Parties, on the other hand, cannot (while acting in good faith) agree as to an updated, modified or supplemented budget, the budget covenants set forth in Section 7.20 with respect to any period shall be tested based on the initial Approved Budget for such period (without giving effect to any updates, modifications or supplements thereto unless expressly approved by the Administrative Agent for the purposes of testing such covenants in Section 7.20) (it being understood and agreed however that, to the extent that the period covered by such initial Approved Budget has terminated and such parties have not agreed (while acting in good faith) to the next Approved Budget, an Event of Default shall be deemed to have occurred). Each Approved Budget shall be prepared by the Lead Borrower (in consultation with the Financial Advisor) for the 13-week period covered thereby and shall be prepared in good faith based upon assumptions believed by the Lead Borrower to be reasonable at the time such Approved Budget was prepared and information believed by the Lead Borrower to have been accurate based upon the information available to the Lead Borrower at the time such Approved Budget was prepared, and without awareness of any facts or information that would lead it to believe that such Approved Budget would be incorrect or misleading in any material respect. Each Approved Budget shall be accompanied by such supporting documentation as reasonably requested by the Administrative Agent.

(b) The Agents and the Lenders (i) may assume that the Loan Parties will comply with the Approved Budget, (ii) shall have no duty to monitor such compliance and (iii) shall not be obligated to pay (directly or indirectly from the Collateral) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. The line items in the Approved Budget for the payment of professional fees and expenses (including those of the Agents and the Lenders) are estimates only, and the Loan Parties remain obligated to pay all Obligations and Prepetition Obligations in accordance with the terms of the Loan Documents and the Orders regardless of

whether such amounts exceed such estimates. Nothing in any Approved Budget (including any estimate of a loan balance in excess of any Borrowing Base, the Aggregate Borrowing Base or other lending limit) shall constitute an amendment or other modification of any Loan Document, any Borrowing Base or of any Aggregate Borrowing Base or other lending limit set forth herein.

6.25 Variance Reporting. The Loan Parties shall deliver to the Administrative Agent, on a weekly basis, on Wednesday of each week (commencing with December 2, 2026), or, to the extent such day is not a Business Day, the next Business Day thereafter, an Approved Budget Variance Report, and such Approved Budget Variance Report shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

6.26 Loan Party Advisors. The Loan Parties shall retain at all times during the Cases (i) Berkeley Research Group, LLC, as the Loan Parties' financial advisor (in such capacity, the "Financial Advisor"), (ii) Rudolph Morando and Christopher McAvinn, as the Loan Parties' co-chief restructuring officers (collectively, in such capacity. the "CRO"), (iii) Cascadia Capital, LLC, as the Loan Parties' investment banker (in such capacity, the "Investment Banker"), (iv) A&G Real Estate Partners, as the Loan Parties' real estate and lease disposition advisor (the "Lease Advisor") and (v) C Street Advisory Group, LLC, as the Loan Parties' public relations advisor (the "PR Advisor", together with the Financial Advisor, the CRO, the Investment Banker, the Approved Liquidator, the Lease Advisor and any other independent appraisers, financial advisors, investment bankers and consultants engaged from time to time by the Loan Parties with the prior written consent of the Administrative Agent, each a "Loan Party Advisor" and, collectively, the "Loan Party Advisors"), in each case on terms and conditions (including as to scope of engagement) reasonably satisfactory to the Administrative Agent, and not terminate the engagement of, or materially diminish the role of, any Loan Party Advisor without the prior written consent of the Administrative Agent (other than in connection with a replacement reasonably satisfactory to the Administrative Agent). The Loan Parties shall:

(a) coordinate with the Loan Party Advisors in connection with the preparation of each Budget, each Approved Budget Variance Report and the other reporting required to be delivered pursuant to this Agreement and the achievement of the Milestones;

(b) except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, (i) authorize the Agents (and their respective agents and advisors, including any Lender Group Consultant) to communicate directly with the Loan Party Advisors regarding any and all matters related to the Loan Parties and their Affiliates or the Cases, and (ii) authorize and direct each applicable Loan Party Advisor to communicate directly with the Agents (and their respective agents and advisors, including any Lender Group Consultant) regarding the Loan Parties and their Affiliates or the Cases and to promptly provide the Agents and the Lenders (or their respective agents or advisors) with copies of reports, Collateral valuation updates and other information or materials prepared or reviewed by such Loan Party Advisor as the Administrative Agent or any Lender may reasonably request subject to customary confidentiality restrictions;

(c) [reserved]; and

(d) conduct and participate in (and cause the Loan Party Advisors to participate in) a conference call on Friday of each week (or more frequently as reasonably requested by the Administrative Agent) with the Agents and the Lenders (and their respective advisors and counsel, including any Lender Group Consultant) to discuss, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Approved Budget, the Approved Budget

Variance Reports, Store closings, the Milestones and such other matters relating to the Loan Parties, their Affiliates or the Cases as the Administrative Agent or any Lender may reasonably request.

6.27 Lender Group Consultant. The Loan Parties acknowledge and agree that the Administrative Agent shall be permitted to engage (directly or through counsel), for the benefit of the Credit Parties, such outside financial advisors, consultants and other advisors (each, a "Lender Group Consultant") as the Administrative Agent may determine to be reasonably necessary or appropriate, and, except as to confidential sale or marketing information to the extent that any Agent, any Lender or any of their respective Affiliates is a potential bidder for any of the Loan Parties' assets, the Loan Parties (i) shall pay all reasonable and documented fees, costs and expenses of any Lender Group Consultant as Credit Party Expenses in accordance with Section 10.04(a), subject to the Orders, and (ii) acknowledge that all reports, determinations and other written and verbal information provided by any Lender Group Consultant shall be confidential and that no Loan Party shall be entitled to have access to the same.

6.28 Priority of Liens and Claims. Each Loan Party hereby covenants, represents and warrants that, (a) the relative priorities of the Liens securing the Prepetition Obligations and the Obligations with respect to the Collateral shall be as set forth in the Interim Order (and, when entered, the Canadian Interim DIP Recognition Order, the Final Order and the Canadian Final DIP Recognition Order) and the Intercreditor Agreement and (b) all such Liens shall be effective and perfected upon entry of the Interim Order and, in the case of Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order, in each case without the necessity of the execution or recordation of filings by the Debtors of security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim Order and the Canadian Interim DIP Recognition Order (and, when entered, the Final Order and the Canadian Final DIP Recognition Order).

6.29 Bankruptcy-Related Matters. The Loan Parties shall, and shall cause each of their respective Subsidiaries to:

(a) cause all proposed (i) "first day" orders, (ii) "second day" orders, (iii) orders of the Canadian Court in the Recognition Proceedings including the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order, and any Canadian Supplemental Order, and (iv) orders related to or affecting the Loans, the Prepetition Senior Debt and the Loan Documents, any other financing or use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code), any sale or other disposition of Collateral outside the ordinary course of business or adequate protection, in each case, proposed by the Debtors, to be in accordance with and permitted by the terms of this Agreement and acceptable to the Administrative Agent, it being understood and agreed that the forms of orders approved by the Administrative Agent prior to the Petition Date (including the forms of orders in respect of the Recognition Proceedings) are in accordance with and permitted by the terms of this Agreement and are acceptable to the Administrative Agent in all respects;

(b) comply with (i) the terms and conditions of the Orders, as then in effect, in all respects, and shall not seek any reversals, vacatur, stay, amendment or modification thereto without the prior written consent of the Administrative Agent, and (ii) all terms and conditions of all other orders entered by the Bankruptcy Court and the Canadian Court, unless otherwise agreed to in writing by the Administrative Agent;

(c) provide the Agents and the Lenders with reasonable access to non-privileged information (including historical information) and relevant personnel regarding strategic planning, cash and liquidity management, operational and restructuring activities, in each case subject to customary confidentiality restrictions;

(d) deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all material proposed pleadings, motions, applications, orders, financial information and other documents to be filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or by or on behalf of the Foreign Representative or the Loan Parties with the Canadian Court in the Recognition Proceedings and consult in good faith with the Administrative Agent and its advisors regarding the form and substance of any such document; and

(e) if not otherwise provided through the Bankruptcy Court's electronic docketing system, deliver to the Administrative Agent (for distribution to the Lenders), promptly as soon as available, copies of all final pleadings, motions, applications, orders, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court in the Cases or with the Canadian Court in the Recognition Proceedings, or distributed by or on behalf of the Loan Parties to any official or unofficial committee appointed or appearing in the Cases.

6.30 Post-Closing Covenants.

(a) The Loan Parties shall, on or prior to November 18, 2026 (or such later date as the Administrative Agent may agree in its reasonable discretion) deliver to the Administrative Agent a Mortgage with respect to the Mortgaged Property, substantially in the form of Mortgage delivered in connection with the Prepetition Credit Agreement (but, for the avoidance of doubt, this clause (a) shall not require the provision of any of the other deliverables with respect to such Mortgage that would be contemplated by the definition of "Eligible Real Estate" or Section 6.17(e)).

(b) The Loan Parties shall, on or prior to the Final Order Entry Date (or such later date as the Administrative Agent may agree in its reasonable discretion) deliver to the Administrative Agent the Intellectual Property Security Agreements.

ARTICLE VII.
NEGATIVE COVENANTS

Until the Payment in Full of the Obligations, no Loan Party shall, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired or sign or file or suffer to exist under the UCC, the PPSA or any similar Law or statute of any jurisdiction a financing statement that names any Loan Party or any Subsidiary thereof as debtor; sign or suffer to exist any security agreement authorizing any Person thereunder to file such financing statement; sell any of its property or assets subject to an understanding or agreement (contingent or otherwise) to repurchase such property or assets with recourse to it or any of its Subsidiaries; or assign or otherwise transfer any accounts or other rights to receive income, other than, as to all of the above, Permitted Encumbrances.

7.02 Investments. Have outstanding, make, acquire or hold any Investment (or become contractually committed to do so), directly or indirectly, or incur any liabilities (including contingent obligations) for or in connection with any Investment, except Permitted Investments.

7.03 Indebtedness; Disqualified Stock. (a) Create, incur, assume, guarantee, suffer to exist or otherwise become or remain liable with respect to, any Indebtedness, except Permitted Indebtedness; (b) issue Disqualified Stock, or (c) except as otherwise expressly permitted hereby, issue and sell any other Equity Interests unless (i) such Equity Interests shall be issued solely by the Lead Borrower and not by a

Subsidiary of a Loan Party, (ii) such Equity Interests provide that all dividends and other Restricted Payments in respect thereof shall be made solely in additional shares of such Equity Interests, in lieu of cash, (iii) such Equity Interests shall not be subject to redemption other than redemption at the option of the Loan Party issuing such Equity Interests and in accordance with the limitations contained in this Agreement, and (iv) all Restricted Payments in respect of such Equity Interests are expressly subordinated to the Obligations.

7.04 Fundamental Changes.

(a) Merge, amalgamate, dissolve, liquidate, wind up, consolidate with or into another Person, reorganize, enter into a proposal, plan of reorganization, arrangement, recapitalization or reclassify its Equity Interests (or agree to do any of the foregoing) (other than pursuant to a Chapter 11 plan of reorganization or liquidation in the Cases that provides for the indefeasible payment in full in cash of all Obligations and all Prepetition Obligations on the effective date thereof, or as otherwise consented to in writing by the Administrative Agent and approved by the Bankruptcy Court); or

(b) suspend or go out of a substantial portion of its or their business or any material line of business, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect thereto or would result therefrom (including in the case of an amalgamation involving a Canadian Loan Party that such amalgamation will not result in any Liens that are not Permitted Encumbrances), any Subsidiary may merge, consolidate or amalgamate with (i) a Loan Party, provided that the Loan Party shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided further that when any wholly-owned Subsidiary is merging with another Subsidiary, the wholly-owned Subsidiary shall be the continuing or surviving Person.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except Permitted Dispositions.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default shall have occurred and be continuing prior to or immediately after giving effect to any action described below or would result therefrom and, in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) each Subsidiary of a Loan Party may make Restricted Payments to any Loan Party (which may include intermediate Restricted Payments by a Subsidiary of a Loan Party to a Subsidiary that is not a Loan Party so long as, reasonably contemporaneously therewith, such Restricted Payments are further remitted to a Loan Party), and (ii) each Subsidiary of a Loan Party that is not a Loan Party (the "Paying Subsidiary") may make Restricted Payments to any other Subsidiary of a Loan Party that is not a Loan Party (the "Recipient Subsidiary"); provided that the Paying Subsidiary is a direct or indirect Subsidiary of the Recipient Subsidiary; and

(b) the Loan Parties and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person.

Notwithstanding anything else set forth in this Section 7.06 to the contrary, (A) no Related Intellectual Property shall be the subject of any Restricted Payment to any non-Loan Party unless (i) the Administrative Agent shall have consented in writing and (ii) such transfer, sale or disposition is permitted

under the DIP ABL Credit Agreement, and (B) no other asset included in the determination of the Borrowing Base or the ABL Borrowing Base shall be the subject of any Restricted Payment to any non-Loan Party without the Administrative Agent's prior consent.

7.07 Payments and Prepayments of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except, to the extent not prohibited by the Intercreditor Agreement, as applicable, and in all cases, in accordance with the Orders, the Canadian Recognition Orders and the Approved Budget (subject to the Permitted Variance):

(a) (i) the Obligations, (ii) the Prepetition Obligations, (iii) any adequate protection payments expressly provided for in the Orders or the Canadian Recognition Orders, and (iv) as set forth in the Approved Budget (subject to the Permitted Variance);

(b) regularly scheduled payments of principal, voluntary prepayments of principal, mandatory prepayments or repayments (in respect of ABL Priority Collateral) of principal, and all payments in respect of interest, fees, expenses and other DIP ABL Obligations owing under the DIP ABL Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement), in each case, as and when due under the DIP ABL Loan Documents (as in effect on the Closing Date or as amended in accordance with the terms of the Intercreditor Agreement); and

(c) refinancings and refundings of such Indebtedness permitted pursuant to Section 7.03.

7.08 Change in Nature of Business. Engage in any line of business substantially different from the business (or any business substantially related or incidental thereto) conducted by the Loan Parties and their Subsidiaries on the Closing Date.

7.09 Transactions with Affiliates. Enter into, renew, extend or be a party to any transaction of any kind with any Affiliate of any Loan Party, except for: (a) transactions that are on fair and reasonable terms, that are fully disclosed to the Administrative Agent, and that are no less favorable to the Loan Parties than would be obtainable by the Loan Parties at the time in a comparable arm's length transaction with a Person other than an Affiliate; (b) [reserved]; (c) intercompany loans and advances or other intercompany Indebtedness permitted pursuant to clause (b) of the definition of Permitted Indebtedness, in each case under this clause (c), consistent with the Approved Budget (subject to the Permitted Variance); and (d) intercompany Investments permitted pursuant to clauses (g) and (i) of the definition of Permitted Investments, in each case under this clause (d), consistent with the Approved Budget (subject to the Permitted Variance).

7.10 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than the Prepetition Credit Agreement, the "Loan Documents" (under and as defined in the Prepetition Credit Agreement), this Agreement, any other Loan Document, the Prepetition ABL Loan Documents, the DIP ABL Credit Agreement, any other DIP ABL Loan Document, or the New Headquarters Lease Guaranty) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments or other distributions to any Loan Party or to otherwise transfer property to or invest in a Loan Party, (ii) of any Subsidiary to Guarantee the Obligations, (iii) of any Subsidiary to make or repay loans to a Loan Party, or (iv) of the Loan Parties or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person in favor of the Collateral Agent; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness;

or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.11 Use of Proceeds. Use the proceeds of the Borrowing, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or extending credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the FRB; (b) to make any payments to a Sanctioned Entity or a Sanctioned Person, to finance any investments in a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (c) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; or (d) for purposes other than those permitted under this Agreement.

7.12 Amendment of Material Documents.

(a) Absent the prior written consent of the Administrative Agent, or in accordance with the Orders or the Canadian Recognition Orders, amend or modify any term, provision or condition of, or waive any Loan Party's rights under, (i) its Organization Documents, (ii) any Material Contract or Material Indebtedness (other than on account of the Prepetition ABL Loan Documents and the DIP ABL Loan Documents), in each case of clauses (i) and (ii) to the extent that such amendment, modification or waiver would result in a Default or an Event of Default under any of the Loan Documents or otherwise would be reasonably likely to have a Material Adverse Effect, (iii) the TCP Board Letter Agreement in any manner that would adversely affect the rights of any Credit Party or would otherwise be more restrictive to the Loan Parties, (iv) the Mithaq Subordinated Notes, the Hong Kong Subordinated Notes and any other document governing Subordinated Indebtedness to the extent that such amendment, modification or waiver thereto would not be permitted under the applicable Subordination Agreement, (v) any ABL Loan Document or agreement in respect of any refinancing of any Indebtedness under any ABL Loan Document, to the extent that such amendment, modification or waiver would not be permitted under the Intercreditor Agreement, (vi) the Stalking Horse Purchase Agreement or any other Purchase Agreement or (vii) the Specified Liquidation Agreement; and

(b) Unless the Administrative Agent shall have consented, such consent to be provided in its reasonable discretion, or in accordance with the Orders or the Canadian Recognition Orders (i) change or modify, or otherwise consent to any change or modification to, the nature of the sale of Inventory and other assets subject of the Specified Store Closing Sales contemplated by the Specified Liquidation Agreement as in effect on the Petition Date, with respect to any Store location, to no longer constitute a "going out of business" sale, (ii) remove, or otherwise consent to the removal of, any Store location from the Specified Store Closing Sale process, or (iii) sell or dispose of, or permit to sell or dispose of, Inventory or other assets subject of the Specified Store Closing Sales through Amazon.

7.13 Corporate Name; Fiscal Year.

(a) Change the Fiscal Year of any Loan Party, or the accounting policies or reporting practices of the Loan Parties, except as required by GAAP.

(b) (a) change its name as it appears in official filings in the jurisdiction of its incorporation, formation or other organization (b) change its chief executive office, registered office, principal place of business, corporate offices or warehouses or locations at which any material portion of the Collateral is held or stored, or the location of its records concerning the Collateral, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its jurisdiction of incorporation, formation or other organization, or (e) change its jurisdiction of incorporation, formation or organization, in each case without at least thirty (30) days' prior written notice to the Collateral Agent and after the Collateral Agent's written acknowledgment, which acknowledgment shall not be unreasonably withheld or delayed, that any reasonable action requested by the Collateral Agent in connection therewith, including to continue the perfection of any Liens in favor of the Collateral Agent, on any Collateral, has been completed or taken, and provided that any such new location of any U.S. Loan Party or Domestic Subsidiary shall be in the continental United States and any such new location of any Canadian Loan Party or Canadian Subsidiary shall be in Canada.

7.14 Blocked Accounts; Credit Card Processors; Term Loan Priority Account. (a) Open new Blocked Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Blocked Account Agreements consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement).

(b) Enter into new agreements with Credit Card Processors or Credit Card Issuers other than the ones expressly contemplated herein or in Section 6.13 hereof unless the Loan Parties shall have delivered to the Collateral Agent true and complete copies of such agreements and appropriate Credit Card Notifications consistent with the provisions of Section 6.13 and otherwise satisfactory to the Collateral Agent (it being agreed that, prior to the Discharge of ABL Obligations, the form agreed by the ABL Agent shall be deemed to be reasonably acceptable to the Agents so long as the Collateral Agent is a party thereto and such agreement provides for substantially the same rights in favor of the Collateral Agent as provided to the ABL Agent, subject to the Intercreditor Agreement).

(c) Deposit, or cause to be deposited, any funds into any Term Loan Priority Account other than proceeds of the Term Priority Collateral (in all cases, subject to the Cash Management Order).

7.15 Consignments. Consign any Inventory or sell any Inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale.

7.16 Antilayering. The Loan Parties will not, and will not permit any of their Subsidiaries to, incur or in any fashion become or remain liable with respect to any Indebtedness of the Loan Parties or any Subsidiary which, by its terms, is subordinated to any other Indebtedness of such Loan Party or such Subsidiary and which is not expressly subordinated to the Obligations on terms satisfactory to the Administrative Agent.

7.17 Canadian Defined Benefit Plan. No Loan Party will sponsor, maintain, contribute to or otherwise incur liability under a Canadian Defined Benefit Plan.

7.18 Foreign Transfers. Permit the Loan Parties organized and located within the United States and Canada to make intercompany transfers outside the ordinary course of business to their Affiliates

organized and located outside the United States or Canada. No Borrower Intellectual Property or Material Intellectual Property or any asset included in the determination of any Borrowing Base or the ABL Borrowing Base shall be the subject of any intercompany transfer or other Disposition to a non-Loan Party without the prior written consent of the Administrative Agent.

7.19 Excess Availability. At all times, permit Excess Availability at any time to be less than an amount equal to the greater of (a) $0 and (b) $35,000,000 (such amount, as reduced from time to time pursuant to the proviso below, the "Minimum Excess Availability"); provided that Minimum Excess Availability shall be reduced, automatically and without any further action, as of each date on which any Loan Party or any of its Subsidiaries actually receives Net Proceeds in cash in respect of any Disposition of Intellectual Property or Real Estate approved in writing by the Administrative Agent in its sole discretion, by an amount equal to fifty percent (50%) of such Net Proceeds so received, with each such reduction effective as of the date such Net Proceeds are so received and determined on a cumulative basis for all such Dispositions occurring on or after the Closing Date.

7.20 Budget Variance.

(a) At all times following the entry of the Interim Order, permit (i) Actual Total Operating Receipts to be less than 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 85% of the Budgeted Total Operating Receipts set forth in the Approved Budget for such initial four-week cumulative period), (ii) Actual Operating Disbursements to be greater than 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for the Cumulative Three-Week Period (or, with respect to the initial four-week cumulative period prior to November 28, 2026, 110% of the Budgeted Operating Disbursements set forth in the Approved Budget for such initial four-week cumulative period), (iii) actual fees and expenses of the Case Professionals to be greater than 115% of the budgeted fees and expenses of the Case Professionals set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date or (iv) Total Net Cash Flow to be more than $10,000,000 less than the Budgeted Net Cash Flow (excluding any Lender Professional Fees) set forth in the Approved Budget on a cumulative basis for the period from the Petition Date through the applicable test date.

(b) Each of the covenants set forth above in Section 7.20(a) shall be tested as of Saturday of each week, commencing with Saturday, November 28, 2026, (x) in the case of Section 7.20(a)(i) and 7.20(a)(ii), (A) with respect to such initial test date, for the initial four-week cumulative period then ended, and (B) with respect to each test date thereafter, for the Cumulative Three-Week Period then ended, and (y) in the case of Section 7.20(a)(iii) and 7.20(a)(iv), on a cumulative basis for the period from the Petition Date through such test date, in each case pursuant to the Approved Budget Variance Report delivered by the Lead Borrower to the Administrative Agent in accordance with Section 6.25.

(c) For the avoidance of doubt, (i) Lender Professional Fees shall be included in each Budget and Approved Budget, and the exclusion of Lender Professional Fees set forth in clause (a) of this Section 7.20 is solely for purposes of testing compliance with this Section 7.20, and (ii) nothing in this Section 7.20 shall limit or otherwise affect the obligation of the Loan Parties to pay Lender Professional Fees in accordance with the Loan Documents and the Orders.

7.21 Additional Bankruptcy Matters. The Loan Parties shall not, nor shall the Loan Parties seek, consent to, or otherwise permit any of their Subsidiaries to, do any of the following:

(a) assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Agents or the Lenders or the prepetition secured parties;

(b) subject to the terms of the Interim Order, the Final Order, the Canadian Interim DIP Recognition Order, or the Canadian Final DIP Recognition Order, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred);

(c) except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with the prior consent of the Administrative Agent or (iii) as provided pursuant to any other order of the Bankruptcy Court or the Canadian Court acceptable to the Administrative Agent, make any payment or distribution on account of any Prepetition Senior Debt or any other Indebtedness arising prior to the Petition Date;

(d) use Cash Collateral (as defined in the Orders) of any Credit Party under Section 363 of the Bankruptcy Code other than as expressly provided for in the Interim Order or the Final Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(e) obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Orders or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) challenge the application of any payments authorized by the Interim Order pursuant to Section 506(b) of the Bankruptcy Code;

(g) propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in full in cash in full satisfaction of all Obligations and all Prepetition Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents unless consented to by the Agents;

(h) challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of the Agents' post-petition Liens and claims;

(i) enter into any agreement to return any of its Inventory to any of its creditors for application against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims under Section 546(c) of the Bankruptcy Code, or allow any creditor to take any setoff or recoupment against any Prepetition Senior Debt, prepetition trade payables or other prepetition claims based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code;

(j) seek, consent to or permit to exist any order which authorizes the return of any Loan Party's property pursuant to Section 546(h) of the Bankruptcy Code; or

(k) seek any order of the Bankruptcy Court or the Canadian Court authorizing any Loan Party to take any action that is prohibited by the terms of this Agreement or the other Loan Documents, or to refrain from taking any action that is required to be taken by the terms of this Agreement or the other Loan Documents.

ARTICLE VIII.
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrowers or any other Loan Party fails to pay when and as required to be paid herein, (i) any amount of principal of the DIP Term Loan, or (ii) any interest on the DIP Term Loan, or any fee due hereunder, or (iii) any other amount payable hereunder or under any other Loan Document; or (iv) to the extent within the sole control of the Loan Parties, any amount required to be applied to the Prepetition Obligations pursuant to this Agreement, when and as required hereby; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 6.02, 6.03, 6.05, 6.07, 6.08(b), 6.10, 6.11, 6.12, 6.13, 6.14, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, and 6.30 or Article VII of this Agreement or the Post-Closing Letter; or;

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days; or

(d) [Reserved].

(e) Representations and Warranties in the Credit Agreement. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Certificate or Approved Budget Variance Report) shall be incorrect or misleading in any material respect when made or deemed made (or, with respect to any representation, warranty, certification, or statement of fact qualified by materiality, incorrect or misleading in any respect); or

(f) Material Indebtedness; Swap Contracts. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or (B) fails to observe or perform any other agreement or condition relating to any post-petition or unstayed Material Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or any post-petition or unstayed Guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $2,500,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any post-petition or unstayed

Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Loan Party or such Subsidiary as a result thereof is greater than $2,500,000; provided, that any Event of Default pursuant to this clause (f) shall continue until such time as the Administrative Agent (at the direction of the Required Lenders) shall have waived such Event of Default in writing, regardless of whether such failure has been remedied or waived by the holders of such Indebtedness; or

(g) [Reserved]; or

(h) [Reserved]; or

(i) Judgments. (i) There is entered against any Loan Party or any Subsidiary thereof after the Petition Date one or more judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $2,500,000 (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) which become Liens or encumbrances upon any material portion of any Borrower's properties or assets, and all such judgments or orders shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof, or (ii) an action or proceeding is brought against any Borrower after the Petition Date which is reasonably likely to be decided adversely to such Borrower, and such adverse decision would materially impair the prospect of repayment of the Obligations or materially impair the value or priority of the Credit Parties' security interests in the Collateral; or

(j) Liens. A notice of Lien, levy, or assessment is filed of record with respect to any of any Loan Party's properties or assets by the United States Government, the Government of Canada, or any department, agency, or instrumentality thereof, or by any state, province, county, municipal, or governmental agency, or any taxes or debts owing at any time hereafter to any one or more of such entities becomes a Lien, whether choate or otherwise, upon any of any Loan Party's properties or assets and the same is not paid on the payment date thereof; or

(k) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of $2,500,000 or which would reasonably likely result in a Material Adverse Effect, or (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $50,000 or which would reasonably likely result in a Material Adverse Effect; or

(l) Invalidity of Loan Documents or Prepetition Loan Documents. (i) Any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations and/or Prepetition Obligations, as applicable, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan

Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or purports to revoke, terminate or rescind any provision of any Loan Document or any "Loan Document" under and as defined in the Prepetition Credit Agreement, or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement or the Prepetition Credit Agreement; or (ii) any Lien purported to be created under the Orders, the Canadian Recognition Orders or any Security Document under this Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party or any other Person not to be, a valid and perfected Lien on any Collateral, with the priority required by the Orders, the Canadian Recognition Orders or applicable Security Document under this Agreement; or (iii) any Lien with respect to the Prepetition Credit Agreement shall cease to be (except as permitted pursuant to the terms hereof or thereof), or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any "Prepetition Collateral" (as defined in the Order); or

(m) Change of Control. There occurs any Change of Control; or

(n) [Reserved]; or

(o) Loss of Collateral or Material Intellectual Property. There occurs (i) any uninsured loss to any material portion of the Collateral, or (ii) other than pursuant to Section 6.06, any loss or material impairment of continuing efficacy or utility in respect of any Material Intellectual Property; or

(p) Indictment. The indictment or institution of any legal process or proceeding against, any Loan Party or any Subsidiary thereof, under any federal, state, provincial, municipal, and other criminal statute, rule, regulation, order, or other requirement having the force of law for a felony; or

(q) Guaranty. The termination or attempted termination of any Facility Guaranty or any "Facility Guaranty" as defined in the Prepetition Credit Agreement (other than as expressly permitted hereunder or thereunder); or

(r) [Reserved]; or

(s) Subordination; Intercreditor. (i) Any subordination agreement entered into by any Agent in accordance with the terms hereof (including, without limitation, the Mithaq Subordination Agreement and Hong Kong Subordination Agreement), or any provision thereof, or any subordination provisions of the documents evidencing or governing any Subordinated Indebtedness (the "Subordination Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness; (ii) any Borrower or any other Loan Party shall, directly or indirectly, (A) make any payment on account of any Subordinated Indebtedness that has been contractually subordinated in right of payment to the payment of the Obligations, except to the extent that such payment is permitted by the terms of the Subordination Provisions applicable to such Subordinated Indebtedness or (B) disavow or contest in any manner (x) the effectiveness, validity or enforceability of any of the Subordination Provisions or the Intercreditor Provisions (as defined below), (y) that the Subordination Provisions and the Intercreditor Provisions exist for the benefit of the Credit Parties, or (z) that all payments of principal of or premium and interest on the applicable Subordinated Indebtedness, or realized from the liquidation of any property of any Loan Party, shall be subject to any of the Subordination Provisions or the Intercreditor Provisions, as applicable; (iii) prior to the Discharge of ABL Obligations, the Intercreditor Agreement or any

intercreditor agreement entered into by the Agents in accordance with the terms hereof, or any provision thereof (the "Intercreditor Provisions") shall, in whole or in part, terminate, cease to be effective or cease to be legally valid and binding on, or enforceable against, any Loan Party, the ABL Agent or any holder of ABL Obligations and the Indebtedness (other than the Obligations) that is the subject of the Intercreditor Agreement or any such intercreditor agreement, or any agent for any such holder (or any Loan Party, the ABL Agent or any such holder or any such agent shall so state in writing); or (iv) any provision of the Intercreditor Agreement or any such intercreditor agreement shall, at any time after the delivery of the Intercreditor Agreement or such intercreditor agreement, fail to be legally valid, binding or enforceable; or

(t) Certain Bankruptcy Events. Any of the following shall occur:

(i) the entry of an order dismissing any of the Cases or the Recognition Proceedings or converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code, or commencement of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the CCAA (other than the Recognition Proceedings) in respect of any Canadian Loan Party, or any Loan Party files a motion or other pleading seeking entry of such an order or supports or fails to timely oppose such dismissal or conversion, in each case without the consent of the Administrative Agent;

(ii) a trustee under Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers under Section 1104(b) of the Bankruptcy Code shall be appointed in any of the Cases and the order appointing such trustee or examiner shall not be reversed or vacated within thirty (30) days after the entry thereof (or the Loan Parties or their Affiliates shall have acquiesced to the entry of such order), unless consented to by the Administrative Agent;

(iii) the entry of an order in any of the Cases or in the Recognition Proceedings denying or terminating the use of cash collateral (as defined in Section 363(a) of the Bankruptcy Code) by the Loan Parties;

(iv) (A) any Loan Party or any of its Subsidiaries shall file any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, that does not propose to indefeasibly repay in full in cash the Obligations and the Prepetition Obligations on the effective date of such plan without the prior written consent of the Administrative Agent, or (B) any Loan Party or any of its Subsidiaries shall seek, support, or fail to contest in good faith the filing or confirmation of any such plan of reorganization or entry of any such order;

(v) any Loan Party or any of its Subsidiaries, or any Person claiming by or through any Loan Party or any of its Subsidiaries, with any Loan Party's or any Subsidiary's consent, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders relating to the DIP Facility;

(vi) any Loan Party files a motion seeking the appointment of a trustee under Chapter 11 of the Bankruptcy Code, an examiner with enlarged powers or a receiver in any of the Cases;

(vii) the entry of an order in any of the Cases confirming a plan of reorganization or liquidation that does not provide for the termination of the Aggregate Revolving Commitments and the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations on the effective date thereof, unless otherwise consented to in writing by the Administrative Agent; or

(viii) any Loan Party files a motion with the Bankruptcy Court or the Canadian Court seeking authority to sell all or substantially all of its assets without the prior written consent of the Administrative Agent, unless such sale would result in the indefeasible payment in full in cash of the Prepetition Obligations and the Obligations upon the consummation thereof; or

(u) Superpriority Claims; Liens. The existence of any claims or charges, or the entry of any order of the Bankruptcy Court or the Canadian Court authorizing (i) any claims or charges, other than in respect of the DIP Facility and the Carve Out or the CCAA Priority Charges or as otherwise permitted under the Loan Documents or the Orders or the Canadian Recognition Orders, entitled to superpriority administrative expense claim status in any of the Cases pursuant to Section 364(c)(1) of the Bankruptcy Code that are pari passu with or senior to the claims or security of the Agents and the Lenders under the DIP Facility, or there shall arise or be granted by the Bankruptcy Court any claim having priority over any or all administrative expenses of the kind specified in Section 503(b) or Section 507(b) of the Bankruptcy Code (other than the Carve Out), or (ii) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein other than the Carve Out or the CCAA Priority Charges, except, in each case, as expressly provided in the Loan Documents, in the Orders or the Canadian Recognition Orders then in effect (but only in the event specifically consented to by the Administrative Agent); or

(v) Relief from Stay. The Bankruptcy Court or the Canadian Court shall enter an order or orders granting relief from any stay of proceeding (including the automatic stay applicable under Section 362 of the Bankruptcy Code) to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) or the appointment of a receiver, on any assets of any of the Loan Parties which have a value in excess of $500,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect; or

(w) Orders. Any of the following shall occur:

(i) the entry of an order of the Bankruptcy Court staying, reversing or vacating the Interim Order, the Final Order or the Cash Management Order, or modifying or amending the Interim Order, the Final Order or the Cash Management Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(ii) the entry of an order of the Canadian Court staying, reversing or vacating the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Interim DIP Recognition Order, the Canadian Supplemental Order or the Canadian Final DIP Recognition Order other than in a form and substance satisfactory to the Administrative Agent, or any Loan Party files an application, motion or other pleading seeking entry of such an order or

supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent;

(iii) the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date) or the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order shall cease to create a valid and perfected Lien on any Collateral or to be in full force and effect, or shall have been reversed, modified, amended, stayed, vacated, or subject to a stay pending appeal (in the case of a modification or amendment, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders));

(iv) any of the Loan Parties shall fail to comply with any provision of the Interim Order (prior to the Final Order Entry Date) or the Final Order (on and after the Final Order Entry Date), or the Canadian Interim Stay Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order in any respect; or

(v) an order shall be entered in the Cases charging any of the Collateral (as defined herein or in the Prepetition Credit Agreement) under Section 506(c) of the Bankruptcy Code against the Credit Parties or the "Credit Parties" under (and as defined in) the Prepetition Credit Agreement;

(vi) the Final Order Entry Date shall not have occurred prior to the expiration of the Interim Order;

(vii) the Canadian Interim Order Date or the Canadian Final Order Date shall not have occurred by the times prescribed in Schedule 6.23;

(x) Milestones. The Loan Parties shall fail to satisfy any of the Milestones in accordance with Section 6.23; or

(y) Challenges. Any Loan Party or any Subsidiary thereof shall obtain court authorization to commence, or shall commence, join in, assist or otherwise consent or participate as an adverse party in any suit or other proceeding seeking, or otherwise consenting to, the invalidation, subordination or other challenging of the Superpriority Claims and Liens granted to secure the Obligations or any other rights granted to the Agents and the Lenders in the Orders or this Agreement; or

(z) Adequate Protection. Without the consent of the Administrative Agent, the payment of, or the granting of adequate protection with respect to, the ABL Obligations, other than to the extent permitted by, and in a manner consistent with, the Intercreditor Agreement and the Orders, as approved by the Bankruptcy Court; or

(aa) Other Financing; Use of Cash Collateral. Without the Administrative Agent's consent, the entry of any order by the Bankruptcy Court granting, or the filing by any Loan Party or any of its Subsidiaries of any motion or other request with the Bankruptcy Court (in each case, other than the Orders and motions seeking entry thereof or permitted amendments or modifications thereto) seeking, authority to use any cash proceeds of any of the Collateral without the Administrative Agent's consent or to obtain any financing under Section 364 of the Bankruptcy

Code other than the DIP Facility, unless such motion or order contemplates payment in full in cash of the Obligations immediately upon consummation of the transactions contemplated thereby; or

(bb) Injunction. Any Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of the business affairs of the Loan Parties and their Subsidiaries, taken as a whole, which could reasonably be expected to have a Material Adverse Effect; provided that the Loan Parties shall have five (5) Business Days after the entry of such an order to obtain a court order vacating, staying or otherwise obtaining relief from the Bankruptcy Court or another court to address any such court order; or

(cc) Payment of Prepetition Senior Debt. The payment by any Loan Party of any Prepetition Senior Debt other than (i) as permitted by any "first day" or "second day" order entered by the Bankruptcy Court or the Canadian Court on or prior to the Closing Date, (ii) as permitted by any other order of the Bankruptcy Court or the Canadian Court in amounts reasonably satisfactory to the Administrative Agent, in each case of clauses (i) and (ii), consistent with the Approved Budget (subject to the Permitted Variance), or (iii) payments of the Prepetition Obligations in accordance with Section 2.05(i) and the Orders or the Canadian Recognition Orders; or

(dd) Permitted Sale and Specified Store Closing Sales. Any Loan Party shall (i) fail to comply with the terms of (a) the Purchase Agreement for the Permitted Sale or (b) the Specified Liquidation Agreement for the Specified Store Closing Sales or, in each case, any of the documents or agreements executed in connection therewith in any material respect, (ii) fail to consummate (a) the Permitted Sale in accordance with the terms of the Purchase Agreement or (b) the Specified Store Closing Sales in accordance with the terms of the Specified Liquidation Agreement (in each case of clauses (i) and (ii) without any waiver or amendment to the Purchase Agreement or the Specified Liquidation Agreement, as applicable, unless such waiver or amendment is made with the written reasonable consent of the Administrative Agent), or (iii) take any action to terminate (a) the Purchase Agreement with respect to the Permitted Sale or (b) the Specified Liquidation Agreement with respect to all or any of the Store locations subject thereto, without the written reasonable consent of the Administrative Agent; or

(ee) Support of Certain Actions. Any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in clauses (u) through (x) (inclusive) of this Section 8.01, or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal; or

(ff) The ABL Agent fails to implement and maintain the Term Loan Pushdown Reserve against the ABL Aggregate Borrowing Base at any time that the Term Loan Pushdown Reserve is greater than zero ($0).

8.02 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Administrative Agent may, or, at the request of the Required Lenders shall, in each case, subject to the final paragraph of this Section 8.02, take any or all of the following actions:

(i) [reserved];

(ii) declare the unpaid principal amount of the DIP Term Loan, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without

presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(iii) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, may (and at the direction of the Required Lenders, shall) proceed to protect, enforce and exercise all rights and remedies of the Credit Parties under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

Each of the Lenders agrees that it shall not, unless specifically requested to do so in writing by the Administrative Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Loan Party or to foreclose any Lien on, or otherwise enforce any security interest in, or other rights to, any of the Collateral.

Notwithstanding anything to the contrary herein or in any other Loan Document, the rights of the Agents and the other Credit Parties to exercise rights and remedies hereunder and under the other Loan Documents, and the rights of the Loan Parties with respect thereto, shall be subject to the Interim Order (and, when entered, the Final Order), including, without limitation, the Remedies Notice Period and, with respect to Collateral of the Canadian Loan Parties or otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order). Without limiting the foregoing, the Administrative Agent may deliver a Term Termination Declaration in accordance with, and subject to, the Orders, and, with respect to Collateral of the Canadian Loan Parties or Collateral otherwise located in Canada, the Canadian Interim DIP Recognition Order (and, when granted, the Canadian Final DIP Recognition Order), and the Loan Parties acknowledge that the Remedies Notice Period shall commence upon delivery of a Term Termination Declaration.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the DIP Term Loan has automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order

First, subject to the terms of the Orders and the Canadian Recognition Orders, to payment of all outstanding Prepetition Obligations;

Second, to payment of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Third, to payment of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting accrued and unpaid interest on the DIP Term Loan and other Obligations, and fees, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth payable to them;

Fifth, to payment of that portion of the Obligations constituting unpaid principal of the DIP Term Loan, ratably among the Lenders in proportion to the respective amounts described in this clause Fifth held by them;

Sixth, to payment of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Sixth held by them;

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by Law.

ARTICLE IX.
ADMINISTRATIVE AND COLLATERAL AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints SLR to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party or any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

(b) Each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints SLR as Collateral Agent and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(b)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents, as if set forth in full herein with respect thereto.

(c) [Reserved].

(d) In addition, and without limiting any of the foregoing, each of the Credit Parties hereby irrevocably appoints and authorizes the Collateral Agent, for the purposes of holding any

hypothec granted pursuant to the laws of the Province of Quebec, and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for the Credit Parties, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec as security for any of the Obligations, and to exercise such powers and duties that are conferred upon the Collateral Agent in its capacity as hypothecary representative under any related deed of hypothec. The Collateral Agent in its capacity as hypothecary representative shall have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Collateral Agent pursuant to any such deed of hypothec and applicable Law. Any Person who becomes a Credit Party shall be deemed to have consented to and confirmed the Collateral Agent as the Person acting as hypothecary representative for the Credit Parties holding the aforesaid hypothecs as aforesaid and to have ratified all actions taken by the Collateral Agent in such capacity. The Collateral Agent acting in its capacity as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. The substitution of the Collateral Agent pursuant to the provisions of this Article IX also constitute the substitution of the Collateral Agent as hypothecary representative as aforesaid. Each such successor Collateral Agent appointed in accordance with the terms of this Agreement shall automatically (and without any further formality or action) become the successor hypothecary representative for the purposes of each deed of hypothec that was executed prior to the time of the appointment of such successor Collateral Agent.

9.02 Rights as a Lender.The Persons serving as the Agents hereunder shall have the same rights and powers in their capacity as a Lender as any other Lender and may exercise the same as though they were not the Administrative Agent or the Collateral Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions.No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that any Agent is required to exercise as directed in writing by the Required Lenders, provided that no Agent shall be required to take any action that, in its respective opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Loan Parties or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of its respective Affiliates in any capacity; and

(d) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, the Collateral Agent or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent or the Collateral Agent herein.

No Agent shall be liable for any action taken or not taken by it (i) with the Consent or at the request of the Required Lenders or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction. No Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default or Event of Default is given to such Agent by the Loan Parties or a Lender. Upon the occurrence of a Default, the Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders. Unless and until an Agent shall have received such direction, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it shall deem advisable in the best interest of the Credit Parties. In no event shall any Agent be required to comply with any such directions to the extent that such Agent believes that its compliance with such directions would be unlawful.

No Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents . Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including, but not limited to, any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of the DIP Term Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received written notice to the contrary from such Lender prior to the making of the DIP Term Loan. Each Agent may consult with legal counsel (who may be counsel for any Loan Party), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such

sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

9.06 Resignation of Agents. Either Agent may at any time give written notice of its resignation to the Lenders and the Lead Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Lead Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative Agent or the Collateral Agent shall notify the Lead Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Administrative Agent or Collateral Agent, as applicable, hereunder.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.11, the Agents shall not have any duty or responsibility to provide any Credit Party with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 Administrative Agent May File Proofs of Claim. The Administrative Agent (irrespective of whether the principal of the DIP Term Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Loan Parties) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the DIP Term Loan and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of

the Lenders, the Administrative Agent and the other Credit Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Administrative Agent, such Credit Parties and their respective agents and counsel and all other amounts due the Lenders, the Administrative Agent and such Credit Parties under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, assignee, trustee, monitor, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.09 Collateral and Guaranty Matters. The Credit Parties irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon payment in full of all Prepetition Obligations and all Obligations (other than contingent indemnification obligations for which no claim has been asserted), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document (and, to the extent required, approved by the Bankruptcy Court) or, with respect to ABL Priority Collateral, as to which the Agents are required to release such Lien pursuant to the Intercreditor Agreement, or (iii) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 10.01;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by clause (h) of the definition of Permitted Encumbrances;

(c) to subordinate any Lien on Collateral other than Term Priority Collateral to the ABL Agent, in accordance with the Intercreditor Agreement; and

(d) to release any Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; provided, that if such Person is, or continues to be, an obligor with respect to the ABL Obligations, the Agents shall not release any such Person from its obligations under the Facility Guaranty unless and until such Person is no longer an obligor with respect to the ABL Obligations.

Upon request by any Agent at any time, the Required Lenders will confirm in writing such Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Facility Guaranty pursuant to this Section 9.09. In each case as specified in this Section 9.09, the Agents will, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of

Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.09.

Notwithstanding the provisions of this Section 9.09, the Collateral Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards.

Notwithstanding anything to the contrary, the Agents shall not be obligated to release their Liens on any Collateral until Net Proceeds of such Collateral have been received as required by this Agreement.

9.10 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 10.06.

9.11 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all financial statements, Borrowing Base Certificates required to be delivered by the Lead Borrower hereunder and all commercial finance examinations and appraisals of the Collateral received by the Agents (collectively, the "Reports");

(c) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 10.07 hereof; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with the Borrowing that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, the DIP Term Loan; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable Law of the United States or Canada can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents . Without limiting the obligations of the Loan Parties hereunder, the Lenders hereby agree to indemnify the Agents and any Related Party, as the case may be, ratably according to their Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent and their Related Parties in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent and their Related Parties in connection therewith; provided, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from any Agent's and their Related Parties' gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.14 Relation among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.15 [Reserved].

9.16 [Reserved].

9.17 Erroneous Payments.

(a) Each Lender, each other Credit Party and any other party hereto hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or any other Credit Party (or any Affiliate of a Credit Party) or any other Person that the Administrative Agent has determined in its sole discretion that any funds received by such Lender, other Credit Party or other Person (each such recipient, a "Payment Recipient") from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 9.17(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") then such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section 9.17 shall require the Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient

shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from the Administrative Agent such Payment Recipient shall (or, with respect to any Payment Recipient who received such funds on its behalf shall cause such Payment Recipient to), promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Payment Recipient with respect to such amount, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by any Loan Party, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(e) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent pursuant to this Section 9.17 or under the indemnification provisions of this Agreement.

(f) Each party's obligations under this Section 9.17 shall survive the resignation of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X.
MISCELLANEOUS

10.01 Amendments, Etc.No amendment or waiver of any provision of this Agreement or any other Loan Document, and no Consent to any departure by any Loan Party therefrom, shall be effective unless in writing signed by the Administrative Agent, with the Consent of the Required Lenders, and the

Lead Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or Consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the DIP Term Loan of any Lender without the written Consent of such Lender;

(b) as to any Lender, postpone any date fixed by this Agreement or any other Loan Document for any scheduled payment (including the Maturity Date) or mandatory prepayment of principal, interest, fees or other amounts due hereunder or under any of the other Loan Documents without the written Consent of such Lender entitled to such payment;

(c) as to any Lender, reduce the principal of, or the rate of interest specified herein on, any Loan held by such Lender, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document to or for the account of such Lender, without the written Consent of each Lender entitled to such amount; provided, however, that only the Consent of the Required Lenders, shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(d) as to any Lender, change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written Consent of such Lender;

(e) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written Consent of each Lender;

(f) except as expressly permitted hereunder or under any other Loan Document, release, or limit the liability of, any Loan Party without the written Consent of each Lender;

(g) [reserved];

(h) except for Permitted Dispositions, release all or substantially all of the Collateral from the Liens of the Security Documents without the written Consent of each Lender;

(i) change the definition of the terms "Aggregate Borrowing Base", "Term Aggregate Borrowing Base", "Borrowing Base", "Canadian Borrowing Base", or "U.S. Borrowing Base", or any component definition of any of the foregoing if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written Consent of each Lender, provided that the foregoing shall not (i) limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves, or (ii) prevent the Administrative Agent from restoring any component of the Aggregate Borrowing Base, the Term Aggregate Borrowing Base, the Borrowing Base, the Canadian Borrowing Base or the U.S. Borrowing Base which had been lowered by the Administrative Agent back to the value of such component as stated in this Agreement or to an intermediate value;

(j) [reserved];

(k) except as expressly permitted herein or in any other Loan Document, subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written Consent of each Lender;

and, provided further, that notwithstanding anything to the contrary, (i) no amendment, waiver or Consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (ii) no amendment, waiver or Consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; (iii) the Fee Letter may be amended or rights or privileges thereunder waived, in a writing executed only by the parties thereto; (iv) no Consent is required to effect any amendment or supplement to the Intercreditor Agreement; and (v) any amendment contemplated by Section 2.10(b) or Section 3.03 in connection with the use or administration of Term SOFR or a Benchmark Transition Event shall be effective as contemplated by such Section 2.10(b) or Section 3.03. For the avoidance of doubt, the Administrative Agent shall be permitted to modify the amount of any of the Reserves based upon mathematical calculations without the consent of any Person.

If any Lender (other than SLR) does not Consent (a "Non-Consenting Lender") to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the Consent of each Lender and that has been approved by the Required Lenders, the Lead Borrower may replace such Non-Consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Lead Borrower to be made pursuant to this paragraph).

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Loan Parties or the Agents, to the address, telecopier number or electronic mail address specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number or electronic mail address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Loan Parties and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Lead Borrower may, in its discretion, agree to accept notices and other communications to it hereunder

by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) [Reserved].

(d) Change of Address, Etc. Each of the Loan Parties and the Agents may change its address or telecopier for notices and other communications hereunder, or, solely with respect to communications, may change its telephone number, by notice to the other parties hereto. Each other Lender may change its address or telecopier number for notices and other communications hereunder by notice to the Lead Borrower and the Agents. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Agents and Lenders. The Agents and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, the Initial DIP Term Loan Notice) purportedly given by or on behalf of the Loan Parties even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Agents, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Loan Parties (including, without limitation, the Initial DIP Term Loan Notice). All telephonic notices to and other telephonic communications with the Agents may be recorded by the Agents and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Credit Party to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein and in the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. Without limiting the generality of the foregoing, the making of the DIP Term Loan shall not be construed as a waiver of any Default, regardless of whether any Credit Party may have had notice or knowledge of such Default at the time.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay all Credit Party Expenses.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Agents (and any sub-agent thereof), each other Credit Party, each Lender Group Consultant and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless (on an after tax basis) from, any and all losses, claims, causes of action, damages, liabilities, settlement payments, costs, and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrowers or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any of their respective sub-agents) and their Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any DIP Term Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to any Loan Party or any of its Subsidiaries, (iv) any claims of, or amounts paid by any Credit Party to, a Blocked Account Bank or other Person which has entered into a control agreement with any Credit Party hereunder, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party or any of the Loan Parties' directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Related Parties or (y) result from a claim brought by a Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrowers or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. Without limiting their obligations under Section 9.13 hereof, to the extent that the Loan Parties for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it, each Lender severally agrees to pay to the Agents (and any sub-agents thereof) or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents (or any such sub-agents thereof) in its capacity as such, or against any Related Party of any of the foregoing acting for the Agents (or any such sub-agents thereof) in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the DIP Term Loan or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any

information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of any Agent, the assignment of any Commitment or DIP Term Loan by any Lender, the replacement of any Lender, the occurrence of the Termination Date and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Loan Parties is made to any Credit Party, or any Credit Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Credit Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Agents upon demand its Applicable Percentage (without duplication) of any amount so recovered from or repaid by the Agents, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document without the prior written Consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Credit Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its DIP Term Loan at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's DIP Term Loan at the time owing to it or in the case of an assignment to a Lender or an Affiliate or branch of a Lender or an Approved Fund with respect to a Lender, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the principal outstanding balance of the DIP Term Loan of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 unless the Administrative Agent consents (such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the DIP Term Loan assigned;

(iii) Required Consents. The following consents shall be required for the assignments described below in this Section 10.06(b)(iii):

(A) the consent of the Lead Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (3) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless (1) such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer or other disposition of all or any substantial portion of the business or loan portfolio of the assigning Lender, or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $5,000; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the

Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrowers (at their expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the principal amounts (and stated interest) of the DIP Term Loan owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, with the written consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and, unless an Event of Default has occurred and is continuing, the Lead Borrower (such consent not to be unreasonably withheld or delayed), sell participations to any Person (other than a natural person or the Loan Parties or any of the Loan Parties' Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its DIP Term Loan owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Loan Parties, the Agents, and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any Participant shall agree in writing to comply with all confidentiality obligations set forth in Section 10.07 as if such Participant was a Lender hereunder.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts

(and stated interest) of each Participant's interest in such Lender's rights and/or obligations under this Agreement (including all or a portion of its DIP Term Loan owing to it) (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in such Lender's rights and/or obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Loan Parties, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Matters Specific to SLR. Notwithstanding anything to the contrary in this Agreement or the other Loan Documents, (i) neither SLR nor any of its Affiliates shall be required to comply with this Section 10.06 in connection with any transaction involving any other Affiliate of SLR, and neither SLR nor any of its Affiliates shall have an obligation to disclose any such transaction to any Person, and (ii) there shall be no limitation or restriction on (A) the ability of SLR or its Affiliates to (1) assign or otherwise transfer its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation to any other Affiliate of SLR or (2) collaterally assign its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation to any lender or financing or funding source of SLR or any of its Affiliates, or (B) the ability of any such lender's or funding or financing source's ability to further collaterally assign its rights and/or obligations under this Agreement or any other Loan Document, any Commitment, any DIP Term Loan or any Obligation; provided, however, that unless such other Person complies with the

provisions of this Agreement to become a "Lender" hereunder, (1) SLR's obligations as a "Lender" under this Agreement shall remain unchanged, (2) SLR shall remain solely responsible to the other parties hereto for the performance of such obligations, and (3) the Loan Parties, the Agents and the Lenders shall continue to deal solely and directly with SLR in connection with SLR's rights and obligations as a "Lender" under this Agreement.

10.07 Treatment of Certain Information; Confidentiality. Each of the Credit Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors, funding sources, attorneys and representatives (including, without limitation, any Lender Group Consultant) in connection with, or as a result of, the performance by such Credit Party or its Affiliates of their respective obligations under this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Agents (and any sub-agents thereof) and their Related Parties only, the administration of this Agreement and the other Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process (including disclosure to the Bankruptcy Court or the Canadian Court in connection with the approval of the transactions contemplated hereby or otherwise in connection with the Cases), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Lead Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Credit Party or any of their respective Affiliates on a non-confidential basis from a source other than the Loan Parties.

For purposes of this Section, "Information" means all information received from the Loan Parties or any Subsidiary thereof relating to the Loan Parties or any Subsidiary thereof or their respective businesses, other than any such information that is available to any Credit Party on a non-confidential basis prior to disclosure by the Loan Parties or any Subsidiary thereof. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Credit Parties acknowledges that (a) the Information may include material non-public information concerning the Loan Parties or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff. Subject to the Orders (including the Remedies Notice Period) and the provisions thereof and, in the case of any Canadian Loan Party, the Canadian Recognition Orders, if an Event of Default shall have occurred and be continuing or if any Lender shall have been served with a trustee process or similar attachment relating to property of a Loan Party, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written

consent of the Administrative Agent or the Required Lenders, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender, regardless of the adequacy of the Collateral, and irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender (through the Administrative Agent) agrees to notify the Lead Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation.

(a) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the DIP Term Loan or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

(b) [Reserved].

(c) Any provision of this Agreement or any other Loan Document that would oblige any Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property, in each case, in Canada, that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Loan Party, who shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

10.10 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Execution of any such counterpart may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual

signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to the Administrative Agent under this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

10.11 Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Credit Parties, regardless of any investigation made by any Credit Party or on their behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default at the time of the Borrowing, and shall continue in full force and effect as long as the DIP Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied. Further, the provisions of Sections 3.01, 3.04, 3.05 and 10.05 and Article IX shall survive and remain in full force and effect regardless of the repayment of the Obligations or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agents may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, and (y) any Obligations that may thereafter arise under Section 10.04.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Non-Consenting Lender (other than SLR), then the Borrowers may, at their sole expense and effort, upon notice to such Lender (other than SLR) and the Administrative Agent, require such Lender (other than SLR) to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of the DIP Term Loan, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. NOTWITHSTANDING THE FOREGOING, SOLELY FOR PURPOSES OF SECTION 6.07(j) AND ANY RELATED STATE NOTICE REQUIREMENTS, THE PARTIES HERETO AGREE: (I) FOR REAL PROPERTY COLLATERAL (INCLUSIVE OF ANY FIXTURES), THE LAWS OF THE STATE WHERE THE REAL PROPERTY COLLATERAL IS LOCATED SHALL APPLY; AND (II) FOR ALL COLLATERAL OTHER THAN REAL PROPERTY COLLATERAL, THE LAWS OF THE STATE OF ORGANIZATION OF THE LEAD BORROWER SHALL APPLY.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR, TO THE EXTENT PROVIDED ABOVE, IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY HERETO MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. PROVIDED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE CANADIAN COURT.

(c) WAIVER OF VENUE. EACH LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO

THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE LOAN PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) ACTIONS COMMENCED BY LOAN PARTIES. EACH LOAN PARTY AGREES THAT ANY ACTION COMMENCED BY ANY LOAN PARTY ASSERTING ANY CLAIM OR COUNTERCLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT SOLELY IN THE BANKRUPTCY COURT OR, IF THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION, IN A COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR ANY FEDERAL COURT SITTING THEREIN OR SOLELY WITH RESPECT TO THE RECOGNITION PROCEEDINGS AND THE ORDERS OF THE CANADIAN COURT GRANTED THEREIN, THE CANADIAN COURT, AS THE ADMINISTRATIVE AGENT MAY ELECT IN ITS SOLE DISCRETION AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WITH RESPECT TO ANY SUCH ACTION.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Loan Parties each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties, on the one hand, and the Credit Parties, on the other hand, and each of the Loan Parties is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Loan Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Loan Parties with respect to any

of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Loan Party or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Loan Party or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Loan Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

10.17 Patriot Act and Canadian AML Legislation Notice. Each Lender that is subject to the requirements of the Patriot Act and/or the Canadian AML Legislation hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act and/or the Canadian AML Legislation, as applicable, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act and/or the Canadian AML Legislation, as applicable. In addition, each Agent and each Lender shall have the right to periodically conduct due diligence (including, without limitation, in respect of information and documentation as may reasonably be requested by such Agent or such Lender from time to time for purposes of compliance by such Agent or such Lender with applicable Laws (including, without limitation, the Patriot Act, the Canadian AML Legislation and other "know your customer" and Anti-Money Laundering Laws), and any policy or procedure implemented by such Agent or such Lender to comply therewith) on all Loan Parties, their senior management and key principals and legal and beneficial owners. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by the Agents shall constitute Credit Party Expenses hereunder and be for the account of the Borrowers. If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of the Canadian AML Legislation, then the Administrative Agent:

(a) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable Canadian AML Legislation; and

(b) shall provide to each Lender, copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that the Administrative Agent has no obligation to ascertain the identity of any Canadian Loan Party or any authorized signatories of a Canadian Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Loan Party or any such authorized signatory in doing so.

10.18 Time of the Essence. Time is of the essence of the Loan Documents.

10.19 Press Releases. Each Credit Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its respective Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent unless (and only to the extent that) such Credit Party or Affiliate is required to do so under applicable Law and then, in any event, such Credit Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure. Each Loan Party consents to the publication by the Administrative Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of the Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party's name, product photographs, logo, trademark or other insignia. The Administrative Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to the Lead Borrower for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

10.20 Additional Waivers.

(a) The Obligations are the joint and several obligation of each Loan Party. To the fullest extent permitted by applicable Law, the obligations of each Loan Party shall not be affected by (i) the failure of any Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Loan Party under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement or any other Loan Document, or (iii) the failure to perfect any security interest in, or the release of, any of the Collateral or other security held by or on behalf of the Collateral Agent or any other Credit Party.

(b) The obligations of each Loan Party shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d)), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, any default, failure or delay, willful or otherwise, in the performance of any of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Loan Party or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d)).

(c) To the fullest extent permitted by applicable Law, each Loan Party waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the indefeasible Payment in Full of the Obligations in accordance with Section 1.02(d). After the occurrence and during the continuance of an Event of Default, the Collateral Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the

Obligations, make any other accommodation with any other Loan Party, or exercise any other right or remedy available to them against any other Loan Party, without affecting or impairing in any way the liability of any Loan Party hereunder except to the extent that all the Obligations have been paid in full in accordance with Section 1.02(d). Each Loan Party waives any defense arising out of any such election even though such election operates, pursuant to applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Loan Party against any other Loan Party, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Loan Party of any Obligations, all rights of such Loan Party against any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full of the Obligations in accordance with Section 1.02(d). In addition, any indebtedness of any Loan Party now or hereafter held by any other Loan Party is hereby subordinated in right of payment to the prior indefeasible payment in full of the Obligations and no Loan Party will demand, sue for or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Loan Party on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Loan Party, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. Subject to the foregoing, to the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Loans made to another Borrower hereunder or other Obligations incurred directly and primarily by any other Borrower (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount, for each of such other Borrowers, equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101 (32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

10.21 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.22 Foreign Assets Control Regulations. Neither the advance of the DIP Term Loan nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order"), (b) the Patriot Act, and (c) the Canadian AML Legislation). Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

10.23 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

10.24 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.25 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Facility Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.25 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.25, or otherwise under the Facility Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until payment in full of the Obligations. Each Qualified ECP Guarantor intends that this Section 10.25 constitute, and this Section 10.25 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.26 Intercreditor Agreement.

(a) EACH LENDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE LOAN DOCUMENTS, WHICH LIENS SHALL BE SUBJECT TO TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND ANY OF THE LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(b) EACH LENDER AUTHORIZES AND INSTRUCTS THE AGENTS TO ENTER INTO THE INTERCREDITOR AGREEMENT (AND ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT TO THE EXTENT CONTEMPLATED BY THE TERMS HEREOF) ON BEHALF OF THE LENDERS, AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR DEEMED ADVISABLE) BY THE AGENTS IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT (OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT). THE PARTIES HERETO ACKNOWLEDGE THAT THE INTERCREDITOR AGREEMENT OR SUCH OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT IS BINDING UPON THEM. EACH LENDER HEREBY AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT OR ANY OTHER DOCUMENT EVIDENCING AN INTERCREDITOR ARRANGEMENT ENTERED INTO PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE.

(c) THE PROVISIONS OF THIS SECTION 10.26 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER ANY AGENT NOR ANY OF ANY AGENT'S AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT.

10.27 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Loan Party in respect of any such sum due from it to any Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by such Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, such Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to any Agent or any Lender from any Loan Party in the Agreement Currency, such Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to any Agent or any Lender in such currency, such Agent or such

Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable Law).

10.28 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

[SIGNATURE PAGES FOLLOW]

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

THE CHILDREN'S PLACE, INC., as the Lead Borrower and as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE SERVICES COMPANY, LLC, as a Borrower

By: _____
Name: _____
Title: _____

TCP BRANDS, LLC, as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE INTERNATIONAL, LLC, as a Borrower

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE (CANADA), LP, by its general partner, TCP INVESTMENT CANADA II CORP., as a Borrower

By: _____
Name: _____
Title: _____

THECHILDRENSPLACE.COM, INC., as a Guarantor

By: _____
Name: _____
Title: _____

THE CHILDREN'S PLACE CANADA HOLDINGS, INC., as a Guarantor

By: _____
Name: _____
Title: _____

TCP IH II, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP REAL ESTATE HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INTERNATIONAL PRODUCT HOLDINGS, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

AMASKIT, LLC, as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA I CORP., as a Guarantor

By: _____
Name: _____
Title: _____

TCP INVESTMENT CANADA II CORP., as a Guarantor

By: _____
Name: _____
Title: _____

CRYSTAL FINANCIAL LLC D/B/A SLR CREDIT SOLUTIONS, as the Administrative Agent and Collateral Agent

By:_____
Name:
Title:

SLR INVESTMENT CORP., as a Lender

By:_____
Name:
Title:

CRYSTAL FINANCIAL SPV LLC, as a Lender

By:_____
Name:
Title:

CRPTF-SLR CREDIT SPV LLC, as a Lender

By:_____
Name:
Title:

SLR 1818 SPV LLC, as a Lender

By:_____
Name:
Title:

SLR PRIVATE CREDIT FUND II L.P., as a Lender

By:_____
Name:
Title:

CRPTF-SLR CREDIT PARTNERSHIP L.P., as a Lender

By:_____
Name:
Title:

SLR PRIVATE CORPORATE LENDING FUND II SPV (ABL) LLC, as a Lender

By:_____
Name:
Title:

SLR 1818 L.P., as a Lender

By:_____
Name:
Title:

SLR PRIVATE CORPORATE LENDING FUND II L.P.,
as a Lender

By:_____
Name:
Title:

SLR PRIVATE CREDIT BDC II SPV LLC, as a Lender

By:_____
Name:
Title:

THIS IS **EXHIBIT "Q"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

WHITE & CASE LLP
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dharris@coleschotz.com

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) (Joint Administration Requested)

[1] A complete list of each of the debtors, including each debtors' 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.

DECLARATION OF RUDOLPH MORANDO, CO-CHIEF RESTRUCTURING OFFICER OF THE DEBTORS, IN SUPPORT OF THE DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Rudolph Morando, Co-Chief Restructuring Officer ("Co-CRO") of The Children's Place, Inc. ("TCP") and the other above captioned debtors and debtors in possession (collectively, the "Debtors," and together with certain non-debtor affiliates, the "Company") declare as follows under penalty of perjury:

Qualifications

1. I am a Managing Director with Berkeley Research Group, LLC ("BRG") and have more than 20 years in management consulting and financial restructuring experience. BRG is a professional services firm with an office located at 2200 Powell Street, Suite 1200, Emeryville, California 94608. My responsibilities at BRG primarily involve consulting with corporate clients, specifically with regard to financial and strategic management, liquidity management, and implementation of financial strategies for corporate turnarounds and restructuring. In this capacity, I have advised debtors and creditors in and out of chapter 11. I have advised companies in a variety of industries, including retail. I have previously served as interim chief executive officer or chief restructuring officer of certain of these companies. On October 30, 2026, my colleague, Chris McAvinn, and myself were both appointed by the TCP board of directors to serve Co-CROs of the Company.

2. On November 8, 2026 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, in the United States Bankruptcy Court for the District of New Jersey (the "Court"). To minimize the adverse effects on their business, the Debtors have filed certain motions and pleadings seeking various types of "first day" relief (the "First Day Motions"), which will allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession.

3. As financial advisor and Co-CRO, I am familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I submit this declaration (the "Declaration") to assist the Court and the parties in interest in understanding the circumstances leading to the commencement of these chapter 11 cases and in support of the Debtors' chapter 11 petitions and the First Day Motions filed contemporaneously herewith.

4. Except as otherwise indicated, all facts set forth in this Declaration are based upon (a) my experience and personal knowledge, (b) information obtained from members of the Debtors' management team, employees, or advisors, (c) my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or (d) my opinions based upon my experience and knowledge. I am over the age of eighteen (18) and am authorized to submit this Declaration on behalf of the Debtors. If called as a witness, I could and would testify competently to the facts and opinions set forth in this Declaration.

Preliminary Statement

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Company is one of the only pure-play children's specialty retailers in North America, operating under their flagship "The Children's Place" and "Gymboree" brands. The Company designs, contracts to manufacture, and sells fashionable, high-quality apparel, accessories, and footwear predominantly at value prices across an omni-channel network. As of the Petition Date, the Company's global retail and wholesale network included two (2) digital storefronts, 512 stores in North America, wholesale marketplaces, and 323 international points of distribution in thirteen (13) countries through various international franchise and wholesale partners. The Debtors' physical and digital stores serve the wardrobe needs of girls and boys, toddler girls and boys, and babies. The Debtors' wholesale business includes a relationship with Amazon, an important customer acquisition vehicle. The

Debtors also generate additional revenue from international franchisees through product sales and sales royalties.

6. The Company has faced significant headwinds in the last few years, including declining consumer demand in the value-oriented children's apparel segment, persistent cost inflation, elevated tariffs on imported goods, and intensified competitive and promotional pressure from both traditional retailers and e-commerce entrants. These pressures have driven a sustained decline in net sales and profitability. Net sales declined from approximately $1.386 billion in fiscal 2024 to approximately $1.209 billion in fiscal 2025. This downward trend continued in 2026: the Company recorded a net loss of approximately $84.1 million for the first half of fiscal 2026, compared to a net loss of approximately $39.4 million for the same period in the prior year. These results materially increased pressure on a business that requires substantial seasonal working capital to acquire inventory before the back-to-school and holiday selling periods.

7. To fund operations over the past two and a half (2.5) years, the Debtors have relied on a combination of debt and capital infusions. Specifically, Mithaq Capital SPC, a Cayman company ("Mithaq"), acquired a majority of the Company's common stock in 2024. Since then, Mithaq has sought to enhance operating controls, improve efficiency and reshape the Company's culture with a focus on innovation. Mithaq has supported the Company by providing the Debtors with substantial additional capital and liquidity through a series of unsecured, subordinated term loan facilities. The Debtors have also relied on a $350.0 million asset-based revolving credit facility with Wells Fargo Bank, National Association ("Wells Fargo") as agent, and a $100.0 million term loan with Crystal Financial LLC d/b/a SLR Credit Solutions ("SLR") as agent. As of November 6, 2026, the Debtors had approximately $130.5 million outstanding under the asset-based revolving facility, $100.0 million outstanding under the SLR term loan, and approximately

$151.1 million outstanding in the aggregate under the Mithaq term loans, in each case as further described in Part II below.

8. The Company undertook numerous initiatives to improve performance and liquidity, including expense reductions, inventory rationalization, changes to its wholesale strategy, and additional unsecured financing supplied by Mithaq in July 2026 and September 2026. Despite these efforts, the Debtors' liquidity position continued to deteriorate. On or around October 7, 2026, the Debtors' secured lenders imposed a $15.0 million restructuring reserve against availability under each of the asset-based revolving and term loan facilities (for an aggregate reserve of $30.0 million), and on October 21, October 28, and November 4, 2026, an incremental reserve of $5.0 million was implemented under each facility on each such date.

9. Starting in September 2026, the Debtors retained BRG as financial advisor, Cascadia Capital, LLC ("Cascadia") as investment banker, and White & Case LLP ("White & Case", and together with BRG and Cascadia, the "Advisors") as restructuring counsel to assist the Company in evaluating its restructuring options. On October 2, 2026, the Company appointed Elizabeth A. LaPuma as a member of the TCP board of directors and audit committee and on November 3, 2026, the TCP board formed a supervisory committee tasked with authority to oversee the Debtors' strategic initiatives (the "Special Committee") and appointed Ms. LaPuma as the sole director of the Special Committee. The Special Committee was vested with full power and sole and exclusive decision-making authority with respect to certain specified matters, including financing and sale transactions involving the Company and its subsidiaries.

10. Over the course of several months, the Company, along with its Advisors, evaluated a broad range of strategic options. These included a potential sale of all or substantially all of the Debtors' assets as a going concern, standalone sales of certain assets (for example, a sale of the

"Gymboree" intellectual property), as well as alternative structures to monetize the Debtors' intellectual property. These options are described further in Part III below.

11. With the upcoming holiday season, the Debtors, with the approval of the Special Committee, determined that the best option for maximizing value was to retain Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "Consultant") to assist with the liquidation of inventory and certain other assets, while the marketing process for a going-concern transaction continued. The Consultant began liquidation sales on November 6, 2026. In parallel, the Debtors (i) with the assistance of their Advisors, commenced negotiations with their prepetition lenders regarding a consensual path forward and (ii) retained A&G Realty Partners, LLC (the "Real Estate Advisor") to analyze the Debtors' lease portfolio and support lease negotiations.

12. There is considerable interest in the Debtors' assets as the Debtors have received several proposals for all or a select portion of their assets. With Bankruptcy Court approval, the Debtors will run an in-court marketing and sale process to identify higher and better bids, including bid for substantially all of the Debtors' assets.

13. To facilitate its efforts to maximize value in these chapter 11 cases, the Debtors require continued access to cash collateral and new liquidity. Accordingly, leading up to the Petition Date, Cascadia commenced a marketing process for a debtor-in-possession loan. In parallel, the Company and its Advisors negotiated with Wells Fargo and SLR and their respective advisors for potential additional funding and use of cash collateral. Following Cascadia's marketing process, as described in the *Declaration of Lorie Beers in Support of the DIP Motion* filed contemporaneously herewith, the only viable option for post-petition funding was provided by the existing secured lenders.

14. The Debtors are seeking approval of superpriority debtor-in-possession financing consisting of an (i) asset-based revolving credit facility of up to $166.0 million (the "DIP ABL Facility"), with Wells Fargo serving as administrative and collateral agent ("DIP ABL Agent"), and (ii) a term loan facility of up to $116.0 million (the "DIP Term Facility" and, together with the DIP ABL Facility, the "DIP Facilities"), with SLR serving as administrative and collateral agent ("DIP Term Loan Agent" and together with the DIP ABL Agent, the "DIP Agents"). The DIP Facilities will provide the Debtors with access to revolving credit availability and will ultimately refinance the prepetition ABL and Term Loan obligations, including through the roll-up of such prepetition indebtedness. Upon Bankruptcy Court approval of the DIP Facilities, the Debtors will have access to over $11.0 million of new liquidity to support these chapter 11 cases.

15. The proposed DIP Facilities and access to cash collateral will ensure a smooth transition into these chapter 11 cases and is designed to provide the Debtors with sufficient liquidity to fund their streamlined operations and run a sale process for the assets. The proposed DIP Facilities include case milestones that provide for an achievable case timeline in connection with an approved budget and ongoing efforts by the Consultant.

16. As the Debtors' Co-CRO, and in consultation with the Company's management team and Advisors, it is my opinion that the DIP Facilities are the product of robust, arm's-length negotiations, fulfills the Debtors' chapter 11 goals, and are the best source of financing available to the Debtors. Accordingly, the Debtors are determined to move forward with approval of the DIP Facilities in a sound exercise of their business judgment.

17. To familiarize the Court with the Company, its business, and the circumstances leading to these chapter 11 cases, this Declaration is organized into four sections:

- **Part I** provides a general overview of the Company's history and business operations;

- **Part II** describes the Debtors' corporate structure and prepetition capital structure;
- **Part III** describes the circumstances leading to the commencement of these chapter 11 cases;
- **Part IV** describes the Debtors' chapter 11 case strategy; and
- **Part V** discusses the relief requested in the First Day Motions.

I. Overview of the Company's History and Operations.

A. Corporate History.

18. The Children's Place was founded in 1969 and became publicly traded on the Nasdaq Global Select Market in 1997. Its common stock trades on the Nasdaq Global Select Market under the symbol "PLCE." The Company is incorporated in Delaware and maintains its principal executive offices at 500 Plaza Drive, Secaucus, New Jersey.

19. In 2024, Mithaq acquired more than 50% of the Company's outstanding shares of common stock and became a controlling stockholder of the Company. Substantially concurrently, on February 29, 2024 and April 16, 2024, Mithaq provided approximately $168.6 million in subordinated indebtedness to the Company, a portion of which was used to pay down Company indebtedness then outstanding and owed to Wells Fargo. In 2025, Mithaq increased its holdings of common stock in the Company by subscribing for shares in a rights offering made available by the Company to all stockholders in exchange for a further reduction of Mithaq's unsecured debt.

20. The Children's Place is the Company's core value-oriented brand. Gymboree provides a differentiated, more premium product offering. The Company acquired certain Gymboree intellectual property and related assets following Gymboree Group's restructuring and subsequently relaunched the brand across its digital and other distribution channels. As part of the Company's business strategy, senior management has prioritized superior product design and merchandising, continued digital expansion, and an enhanced omni-channel customer experience

across the Debtors' brick-and-mortar, digital, and wholesale channels, including the Debtors' wholesale relationship with Amazon and international franchise relationships that generate royalty revenue.

21. The Company reports segment data based on geography: The Children's Place U.S. and The Children's Place International.

1. The Children's Place U.S. Segment.

22. The Children's Place U.S. segment includes the Company's U.S. (including Puerto Rico) stores, the Company's U.S.-based wholesale business, and the e-commerce businesses located at www.childrensplace.com and www.gymboree.com. Certain inventory procurement functions, such as production and design, as well as corporate overhead, including executive management, finance, real estate, human resources, legal, and information technology services, are globally managed by The Children's Place U.S. segment.

2. The Children's Place International Segment.

23. The Children's Place International segment includes the Company's Canadian-based stores and revenue from the Company's international franchisees, which operate over 300 points of distribution across thirteen countries. Expenses related to functions managed by The Children's Place U.S. segment, including depreciation and amortization, are allocated to The Children's Place International segment based primarily on net sales. The Canadian-based stores are operated by the Debtor, The Children's Place (Canada), LP ("TCP Canada"), an Ontario limited partnership that, as of the Petition Date, had 56 leased stores across nine Canadian provinces. TCP Canada relies on The Children's Place U.S. segment for management, corporate and shared services, and merchandise sourcing and distribution.

B. Business Operations.

24. The Debtors generate revenue predominantly from the sale of apparel, accessories, and footwear to end consumers through their retail stores and e-commerce platforms, supplemented by wholesale sales to partners, and royalty and product revenue generated through the Debtors' international franchise and wholesale network. The Debtors operate an approximately 700,000-square-foot distribution center in Fort Payne, Alabama and utilize third-party distribution facilities to support e-commerce fulfillment and other operations.

1. Global Sourcing.

25. The Company designs, sources, and contracts to manufacture the substantial majority of its branded products, and it maintains a network of sourcing offices in Hong Kong, Pakistan, Kenya, China, India, Ethiopia, and Indonesia. Bangladesh and Vietnam each accounted for more than 15% of sourced merchandise during fiscal 2025. The Company's global sourcing model historically supported attractive merchandise costs but exposes the business to tariffs, freight costs, trade policy, geopolitical developments, volatile foreign manufacturing conditions and international transportation disruptions.

2. Retail Channel.

26. The retail channel is the primary revenue driver for the Company and consists of over 500 Company-operated stores across the United States (including Puerto Rico) and Canada under The Children's Place and Gymboree brands. These stores serve as a critical touchpoint for the Debtors' customers and an important driver of brand awareness and digital customer acquisition, notwithstanding the continued shift in consumer shopping preferences toward e-commerce and the decline in mall and shopping-center foot traffic that has affected the broader specialty retail sector.

3. E-commerce.

27. The Company's principal digital storefronts are www.childrensplace.com and www.gymboree.com. The digital business allows customers to purchase substantially the same merchandise offered in stores, together with certain digital-exclusive merchandise, providing an important complement to the Debtors' physical retail footprint. The Debtors' e-commerce operations also support the Debtors' omni-channel strategy, including buy-online-pickup-in-store and ship-from-store capabilities.

4. Wholesale.

28. The Debtors maintain a wholesale relationship with Amazon, which is an important customer acquisition vehicle and an additional channel through which to reach value-conscious consumers who may not otherwise shop at the Debtors' branded retail locations or websites.

5. International Franchise and Wholesale.

29. The Company generates additional royalty revenue from ten (10) international franchise and wholesale partners. The Company earns revenue from these partners both through the sale of product and through sales-based royalty arrangements, providing international brand presence without the capital investment associated with Company-operated stores.

II. Prepetition Corporate and Capital Structure.

A. The Company's Corporate Structure.

30. TCP is a Delaware corporation and the ultimate parent of each of the Debtors and various non-debtor subsidiaries. The Debtors largely comprise the Company's U.S. (including Puerto Rico) and Canadian subsidiaries and operations, including among other, TCP Canada, and its general partner and limited partners, TCP Investment Canada II Corp. and TCP Investment Canada I Corp., respectively (collectively, the "Canadian Debtors"). The non-debtors consist of the Company's foreign subsidiaries who provide, among other things, sourcing, import/export,

customer service and IT support, and engage in limited wholesale and online retail sales. A structure chart depicting the Company's corporate organization is attached hereto as **Exhibit A**.

31. The TCP board of directors currently consists of six (6) individuals, including three (3) independent directors.[2] As mentioned previously, on October 2, 2026, the Company appointed Elizabeth A. LaPuma as an independent director of the TCP board of directors and its audit committee, and on November 3, 2026, the TCP board authorized the formation of a Special Committee consisting of Ms. LaPuma as the sole committee member. The TCP board delegated to the Special Committee full authority to, among other things, (a) evaluate and approve transactions related to certain specified matters, including the Debtors' filing for chapter 11, and (b) investigate any potential claims against former or current officers and directors, shareholders, or any other insider.

B. The Debtors' Capital Structure.

32. The following table summarizes the Debtors' principal funded indebtedness based on publicly reported amounts as of November 6, 2026.

Facility	Principal / Drawn	Agent / Lender	Collateral / Priority
ABL Credit Facility	$110.6 million borrowings $19.4 million in letters of credit	Wells Fargo Bank, N.A.	First-priority lien on substantially all assets (except for Term Priority Collateral (as defined below)); borrowing-base facility, second-priority on Term Loan Priority Collateral

[2] On October 30, 2026, Kim Roy resigned from the TCP board of directors, leaving the following individuals on the board: Turki Saleh A. AlRajhi, Muhammad Asif Seemab, Hussan Arshad, Elizabeth LaPuma, Rhys Summerton, and Muhammad Umair. The Debtors' Chief Executive Officer, Muhammad Asif Seemab, and Chief Strategy Officer, Muhammad Umair, resigned from such positions on November 1, 2026.

SLR Term Loan	$100.0 million	SLR Credit Solutions and affiliates	First-priority on specified IP, real estate, FF&E and equity pledges; second-priority on ABL Priority Collateral (as defined below)
Mithaq Term Loans	Approx. $151.1 million	Mithaq Capital SPC	Unsecured; contractually subordinated to the ABL Credit Facility and the SLR Term Loan

33. ***ABL Credit Facility***. The Debtors are party to an Amended and Restated Credit Agreement, originally dated as of May 9, 2019, with Wells Fargo as administrative agent and collateral agent ("Prepetition ABL Agent"), and the lenders party thereto, providing for a $350.0 million asset-based revolving credit facility (as amended through the Ninth Amendment thereto dated as of September 24, 2026, the "ABL Credit Facility"). As of the Petition Date, the Debtors had approximately $110.6 million of outstanding borrowings and approximately $19.4 million of outstanding standby letters of credit under the ABL Credit Facility. The ABL Credit Facility is secured by a first priority security interest in substantially all of the Debtors' assets except for certain specified Term Priority Collateral (as defined in the Intercreditor Agreement), in which it holds a second priority security interest. The borrowers include TCP, The Children's Place Services Company, LLC, TCP Canada, TCP Brands, LLC and The Children's Place International, LLC, with certain additional subsidiaries providing guarantees.

34. ***SLR Term Loan***. On December 16, 2025, the Debtors entered into a term loan agreement with SLR and other affiliated SLR entities as lenders, and SLR as administrative agent and collateral agent (the "Prepetition Term Loan Agent" and together with the Prepetition ABL Agent, the "Prepetition Agents"), providing for a $100.0 million term loan (as amended through the First Amendment dated as of September 24, 2026, the "SLR Term Loan"). The Debtors used the net proceeds of the SLR Term Loan to partially pay down borrowings under the ABL Credit Facility. The SLR Term Loan matures on the earlier of (i) December 16, 2030, (ii) the maturity

date under the ABL Credit Facility, or (iii) ninety-one (91) days prior to the maturity date of any other Material Indebtedness (as defined in the SLR Term Loan), including the Mithaq Term Loans (as defined below), of the Borrowers' in an aggregate principal amount exceeding $9.0 million, and is secured by substantially all of the Debtors' assets with a first priority security interest in certain specified intellectual property, real estate, furniture, fixtures, equipment and equity interests of the loan parties and a second priority security interest in the ABL Priority Collateral (as defined in the Intercreditor Agreement). As of the Petition Date, $100.0 million remained outstanding under the SLR Term Loan.

35. ***Intercreditor Agreement***. Wells Fargo, as administrative agent and collateral agent for the ABL Lenders and L/C Issuers under the ABL Credit Facility (the "Prepetition ABL Agent"), and SLR, as administrative agent and collateral agent for the Term Lenders under the SLR Term Loan (the "Prepetition Term Loan Agent"), are parties to that certain Intercreditor Agreement, dated as of December 16, 2025 (the "Intercreditor Agreement"), which was acknowledged by TCP, as lead borrower, and the other Borrowers and Guarantors party thereto. The Intercreditor Agreement governs the relative priority of the liens granted by the Debtors to the Prepetition ABL Agent, for the benefit of the ABL Credit Parties (as defined in the Intercreditor Agreement), and to the Prepetition Term Loan Agent, for the benefit of the Term Credit Parties (as defined in Intercreditor Agreement), over the Collateral securing the Debtors' respective obligations under the ABL Credit Facility and the SLR Term Loan, together with certain other rights, priorities and interests as between the ABL Credit Parties and the Term Credit Parties.

36. ***Mithaq Term Loans***. The Debtors are also party to a series of unsecured and subordinated promissory notes with Mithaq. The first promissory note, dated February 29, 2024 (the "First Mithaq Term Loan"), originally provided for up to $78.6 million in loans; following a

$60.2 million reduction in connection with the Company's February 2025 rights offering, to which Mithaq subscribed, approximately $18.4 million remained outstanding as of August 1, 2026. The second promissory note, dated April 16, 2024 (the "Second Mithaq Term Loan"), provided for an additional $90.0 million in loans. The third promissory note, dated July 1, 2026 (the "Third Mithaq Term Loan,"), provided for $15.0 million in loans as the first advance under a $40.0 million commitment letter. The fourth promissory note, dated September 24, 2026 provided an additional $25.0 million in loans (constituting the remainder of the amounts available under the $40.0 million commitment letter) (the "Fourth Mithaq Term Loan", and together with the First Mithaq Term Loan, the Second Mithaq Term Loan, and the Third Mithaq Term Loan, the "Mithaq Term Loans"). The Company used the proceeds from the Mithaq Term Loans to reduce the then existing asset-based revolving credit facility with Wells Fargo (which was later refinanced into the existing ABL Credit Facility), pay a portion of vendor accounts payable and fund working-capital requirements. In the aggregate, approximately $151.1 million remains outstanding under the Mithaq Term Loans as of the Petition Date. The Mithaq Term Loans are subordinated in payment priority to the Debtors' obligations under the ABL Credit Facility and the SLR Term Loan pursuant to a Second Amended and Restated Subordination Agreement, dated as of December 16, 2025, among Wells Fargo, SLR, Mithaq, and the Debtors, as amended through the First Amendment thereto dated as of September 24, 2026.

37. ***Trade, Lease, and Other Obligations***. As of the Petition Date, the Company reported approximately $141.2 million of accounts payable. The Company also incurs material ordinary-course obligations to merchandise vendors, landlords, freight and logistics providers, payment processors, technology providers, taxing authorities and other counterparties.

38. ***Equity Interests***. As of September 8, 2026, the Company had approximately 22,237,067 shares of common stock outstanding. Mithaq is the Company's largest stockholder, beneficially owning approximately 61.1% of the Company's outstanding common stock as of August 14, 2026, the date of Mithaq's most recent amendment to its Schedule 13D filing with respect to the Company. The remainder of the shares are broadly held. Following the Company's announcement of its second quarter Fiscal 2026 results on September 14, 2026, the Company's common stock fell sharply over the following trading sessions, including a single-day decline of approximately 23.8% to $1.90 per share on September 15, 2026, and has since continued to trade at depressed levels.

III. Events Preceding These Chapter 11 Cases.

A. Challenges.

39. As a pure-play children's specialty retailer, the Debtors have long competed in a highly fragmented and promotional segment of the apparel retail industry, facing competition from mass merchants, off-price retailers, e-commerce platforms, and other specialty children's apparel retailers. In recent years, this competitive pressure has intensified as consumers have increasingly shifted discretionary spending toward value-oriented and digitally native retailers, while persistent inflation and tariffs on imported goods have increased the Debtors' cost of goods sold. U.S. segment sales were adversely affected by lower direct-to-consumer traffic, planned reductions in wholesale shipments and efforts to liquidate aged fashion inventory. These trends reduced gross profit dollars against a substantial fixed-cost base. The Company's reliance on imported merchandise also exposes it to t changes in U.S. trade policy. During fiscal 2025 and fiscal 2026,

the Company reported paying approximately $40.0 million of tariffs imposed pursuant to the International Emergency Economic Powers Act.[3]

40. These pressures have had a material adverse effect on the Company's financial performance. Net sales declined from approximately $1.386 billion in fiscal 2024 to approximately $1.209 billion in fiscal 2025. Comparable retail sales declined approximately 8.4% during fiscal 2025. The deterioration continued in fiscal 2026: for the twenty-six (26) weeks ended August 1, 2026, net sales declined approximately 15.4% to approximately $457.0 million (down from approximately $540.1 million in the corresponding prior-year period).

41. Fiscal 2025 gross profit declined materially as lower sales, promotional activity and fixed operating costs pressured results. The Company's store occupancy, distribution, technology and corporate infrastructure includes costs that cannot be reduced proportionately or immediately as revenue declines. The Company's net loss for the first half of fiscal 2026 was approximately $84.1 million. This deterioration in performance placed significant strain on the Debtors' liquidity. Accounts payable grew increasingly past due as the Debtors sought to preserve cash. The combination of seasonal inventory investments and continued operating losses placed additional pressure on liquidity entering the second half of fiscal 2026.

B. Proactive Approach to Address Financial and Operational Issues.

42. In light of these headwinds, beginning in fiscal 2025 and continuing into fiscal 2026, the Company's management and board of directors took immediate steps to maximize value for all stakeholders. First, the Company evaluated and pursued various refinancing and liquidity

[3] Although the Company subsequently received approximately $39.0 million of tariff refunds during the second quarter of fiscal 2026, excluding interest, the Company had monetized most of those refund claims and used proceeds primarily to reduce short-term debt. Accordingly, the refunds did not eliminate the underlying operating and liquidity pressures.

initiatives, including obtaining the SLR Term Loan and the third and fourth Mithaq Term Loans. In parallel, the Company also pursued various operational measures. Eventually, the Company engaged the Advisors to help evaluate a variety of strategic alternatives. Each of these initiatives is discussed further below.

1. Refinancing and Liquidity Initiatives.

43. Management and the TCP board of directors pursued multiple initiatives intended to improve liquidity and provide the business additional runway. Mithaq provided substantial subordinated financing beginning in 2024. In February 2025, Mithaq subscribed to shares of the Company's rights offering, which was available to all shareholders, in exchange for a reduction of the Mithaq Term Loan obligations.

44. In December 2025, the Company refinanced its senior capital structure through amendments to the ABL Credit Facility and the new $100.0 million SLR Term Loan.

45. The Company obtained a further $15.0 million advance from Mithaq in July 2026 and an additional $25.0 million advance in September 2026. The proceeds of these financings were used to reduce the then existing asset-based revolving credit facility with Wells Fargo, pay vendor accounts payable, and support working capital.

46. These transactions provided meaningful liquidity, but the Company continued to carry substantial funded indebtedness and interest expense, as well as fixed costs, against deteriorating performance.

2. Operational Improvement Efforts.

47. The Company undertook a comprehensive review of the Debtors' cost structure and store footprint in an effort to preserve liquidity and position the Debtors to pursue a value-maximizing restructuring. As part of that review, the Company identified more than $100.0 million of run-rate actionable cost-saving opportunities across the business, including

organizational redesign, store footprint rationalization, distribution and supply chain efficiencies, and corporate overhead reductions. The Debtors also optimized inventory management: inventory declined by more than $100.0 million between August 2, 2025 and August 1, 2026, reflecting significant efforts to improve inventory management.

48. The Debtors believe these operational changes were a necessary and prudent response to the Debtors' financial circumstances and will meaningfully preserve value for the benefit of the Debtors' estates and stakeholders. Those measures, however, are ongoing and did not offset the magnitude of the revenue decline and operating losses.

3. Prepetition Restructuring Efforts.

49. In light of the challenges described above, the Debtors retained the Advisors to assist the Debtors in evaluating and pursuing strategic alternatives.

50. Since their respective engagements, the Debtors' professionals have worked diligently with the Company and its key stakeholders in evaluating the full range of restructuring options. For example, the Debtors evaluated a standalone divestiture of the Gymboree brand and related intellectual property, which the Debtors believed presented an opportunity to maximize value separate and apart from a sale of the Debtors' core retail operations. The Debtors also evaluated a potential transaction whereby certain intellectual property assets could be retained in a new "IPCo" structure and licensed to wholesalers and retail store operators, with other business assets liquidated or sold to a third party. At the same time, Cascadia worked diligently with potential strategic and financial parties to solicit bids for both a going-concern and liquidation transaction involving all or substantially all of the Debtors' assets. These prepetition sale efforts are discussed further below.

51. In parallel, BRG worked alongside the Company to continue identifying cost-saving and optimization opportunities, and analyzing the Company's liquidity position and cash

flow forecasts. Among other things, the Debtors determined, in consultation with the Advisors, that a substantial reduction of the Debtors' store footprint was necessary to align the Debtors' physical presence with current and projected customer demand and to preserve liquidity for the benefit of the estates. The Company engaged the Real Estate Advisor to support lease negotiations with landlords.

52. Through this process, the Company and Advisors engaged with the Debtors' lenders, Mithaq, vendors, and other key stakeholders regarding the various strategic options available, and the best means for implementation—whether out-of-court or through a chapter 11. After extensive consideration, the Debtors determined that commencing these chapter 11 cases to continue orderly store closure sales while pursuing a sale process for a viable going-concern transaction in parallel, represents the best available path to maximize value for the Debtors' estates and stakeholders.

C. The Prepetition Sale Process.

53. In September 2026, Cascadia, together with Company management, launched an extensive marketing process to solicit interest in a sale of the Debtors' business, whether as a going concern or liquidation, or a standalone sale of discrete assets or revenue streams such as the "Gymboree" brand and the Debtors' Amazon operations. As part of that process, Cascadia contacted a broad range of strategic and financial parties, including to approximately thirty-three (33) strategic prospects and approximately seventeen (17) financial prospects, numerous of which executed confidentiality agreements and were granted access to an electronic data room containing diligence materials regarding the Debtors' business and assets.

54. To date, the Debtors have received nine (9) proposals relating to their assets, including six (6) proposals for going concern and IP-related transactions, and three (3) "equity"

liquidation proposals involving substantially all of the Debtors' assets. These proposals reflect ongoing interest in the Debtors' Assets. Following receipt of these proposals, the Debtors, together with Cascadia, conducted a comprehensive review of each proposal and have engaged and continue to engage in extensive negotiations with the interested parties to refine and enhance their initial bids.

55. Given the upcoming holiday season, time was of the essence in commencing liquidation sales. After careful evaluation and discussion with their Advisors and stakeholders, including the secured lenders, the Debtors decided that engaging a consultant to conduct an orderly liquidation of their inventory assets and store closures on a consulting, fee-based arrangement, would maximize value for the Debtors' estates. The Debtors received three (3) different proposals from national liquidation firms. After engaging in additional negotiations, the Debtors selected the Consultant. On November 3, 2026, the Debtors entered into the certain GA/TCP Consulting Agreement by and between Consultant and the Company (the "Consulting Agreement"), and such liquidation sales commenced on November 6, 2026. The Debtors and their Advisors believe that that the terms set forth the Consulting Agreement, including the percentage fee-based structure and the ability to halt store closures should a going-concern bid become actionable, is the best and most value-maximizing alternative for the conduct of asset sales and store closures.

IV. The Proposed Chapter 11 Strategy.

56. The Debtors intend to use these chapter 11 cases to continue the orderly inventory liquidations while pursuing a marketing process to solicit higher and better bids for the sale of their operational assets and intellectual property.

57. At the outset of these cases, the Debtors seek authority to continue streamlined operations to preserve the ability to pursue a value-maximizing sale transaction, including authority to pay employees, maintain certain customer programs, continue cash-management

practices, honor certain obligations necessary to preserve certain vendor relationships, and obtain access to liquidity to fund the chapter 11 cases. This first day relief will help stabilize operations so that the Company can preserve the business for a sale transaction.

A. Sale Transaction.

58. To implement their sale strategy and maximize value for the estate, contemporaneously herewith, the Debtors have filed 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 Motion"), seeking approval of bidding procedures to govern a postpetition marketing and sale process for the Debtors' assets. The process for soliciting formal bids from potential bidders will be conducted pursuant to the order approving the Bidding Procedures Motion (the "Bidding Procedures Order"). As discussed in greater detail in the *Declaration of Lorie Beers in Support of the Bidding Procedures Motion*, the procedures attached as **Exhibit 1** to the Bidding Procedures Order (the "Bidding Procedures") create an orderly process for the parties to submit formal bids, and if necessary, participate in an auction to select the highest or otherwise best bid.

59. The Bidding Procedures will allow the Debtors to designate one or more stalking horse bidders for all or any portion of the assets by entering into agreements with such stalking horse bidder and granting bid protection to any stalking horse bidder. The Bidding Procedures propose a final bid deadline of December 9, an auction on December 11, and a sale hearing on December 15. Given the significant prepetition marketing efforts and engagement by multiple

bidders, the sale timeline provides sufficient time for potential bidders to complete diligence and submit bids, while also minimizing administrative expenses and business disruption as the Debtors work to complete these chapter 11 cases on an efficient and expeditious timeline.

B. Inventory Liquidation.

60. In parallel to pursuing a sale transaction, the Debtors will continue to conduct inventory sales at all of their retail locations in accordance with the terms of the Consulting Agreement. The Debtors anticipate that the inventory sales will continue through February 28, 2027. The proceeds and eventual labor cost savings from these sales are expected to provide the Debtors with much needed liquidity.

61. To streamline and facilitate the inventory liquidation, the Debtors have filed contemporaneously herewith, the *Debtors' Motion for Entry of Interim and Final Orders (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*, seeking authority to (a) approve the Debtors' assumption of the Consulting Agreement with the Consultant and (b) continue and, as applicable, commence inventory liquidations in accordance with specified guidelines and the terms of the Consulting Agreement (the "Store Liquidation Motion").[4]

C. DIP Financing.

62. As discussed above, the proposed DIP Facilities are intended to support the Debtors' transition into these chapter 11 cases and provide a framework for funding their

[4] The Store Liquidation Motion seeks approval of sale guidelines that will govern the conduct of the store inventory sales at the Debtors' stores in Canada, which will also be subject to approval by the Canadian Court (as defined herein).

operations and the administration of the cases while they pursue a value-maximizing sale process. Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* seeking approval of the DIP Facilities (the "DIP Motion").

63. Subject to Bankruptcy Court approval, the DIP Facilities contemplate continued revolving credit availability and the eventual refinancing of the ABL Credit Facility and SLR Term Loan obligations, including through the roll-up of such prepetition indebtedness. Availability under the DIP ABL Facility would be subject to a borrowing base, applicable reserves, and other borrowing conditions. The DIP Facilities would be secured by liens on substantially all of the Debtors' assets and supported by superpriority administrative expense claims, subject to the applicable lien priorities and carve-out set forth in the DIP Order. The liquidity provided by the DIP Facilities and use of cash collateral will support budgeted employee, occupancy, distribution, inventory-sale, critical vendor, and case-administration expenses, helping the Debtors preserve and enhance the value of their assets.

64. The DIP Facilities are subject to the DIP Budget attached as **Exhibit B** to the interim order approving the DIP Motion (the "Interim DIP Order"). I have reviewed the DIP Budget and believe the DIP Facilities are appropriately sized to pay the expenses set forth in such budget.

65. The proposed roll-up would refinance prepetition debt into postpetition DIP obligations as follows:

i. ***ABL Credit Facility***. Following entry of the Interim DIP Order, ABL collateral collections would be applied first to repay prepetition ABL Credit Facility obligations while DIP advances fund operations, creating a collection-based refinancing mechanism. Existing letters of credit, cash-management obligations, and bank-product obligations would become obligations under the DIP ABL Facility upon entry of the Interim DIP Order. Any remaining prepetition revolving loans would be rolled into the DIP ABL Facility upon entry of the final DIP order.

ii. ***SLR Term Loan***. Upon entry of the Interim DIP Order, $16.0 million of prepetition obligations under the SLR Term Loan is proposed to be rolled into the DIP Term Facility, with the remaining prepetition SLR Term Loan obligations rolled up upon final approval of the DIP Motion.

66. The proposed DIP Facilities also include milestones that currently provide for entry of a final DIP order by December 8, 2026, entry of sale order(s) by December 17, 2026, and consummation of the asset sale or sales by December 31, 2026. I believe these milestones are achievable and consistent with the Debtors' chapter 11 strategy.

D. Canadian Recognition Proceedings

67. Concurrently with the filing of this Declaration, the Debtors have filed the *Debtors' Motion for Entry of an Order (I) Authorizing The Children's Place, Inc. to Act as Foreign Representative and (II) Granting Related Relief* (the "Foreign Representative Motion"), seeking authority for TCP to act as foreign representative on behalf of the Debtors' estates pursuant to section 1505 of the Bankruptcy Code. If appointed in such capacity, TCP intends to: (a) seek recognition of these chapter 11 cases as a "foreign main proceeding" in ancillary proceedings

before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, with a view to protecting the Debtors', including the Canadian Debtors', assets in Canada and ensuring the coordinated administration of the Debtors' estates; and (b) the Canadian Court's recognition and enforcement of certain of the first day and other orders, if granted, in Canada, including a charge to secure the Canadian Debtors' obligations under the DIP Facility.

68. Promptly following the filing of the petitions, TCP, as proposed foreign representative, applied to the Canadian Court for an interim stay of proceedings in Canada to preserve the status quo pending the Court's consideration of the Foreign Representative Motion and TCP's appointment as foreign representative. I understand from Canadian counsel to the Company that the interim stay application was granted.

69. The Debtors believe that recognition of these chapter 11 cases in Canada will facilitate the coordinated administration of the Debtors' estates, allow the Debtors' Canadian business to continue operating without interruption and the inventory liquidations in Canada to proceed in an orderly manner, and preserve the value of the Debtors' assets and estates, with this Court maintaining principal oversight of the Debtors' restructuring.

V. Evidentiary Support for First Day Motions.

70. Concurrently with the filing of these chapter 11 cases, the Debtors filed the First Day Motions, which request relief that is necessary to enable the Debtors to preserve and maximize the value of their estates. The First Day Motions include:

- *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 3].
- *Application for Designation as a Chapter 11 Complex Case* [Docket No. 4]
- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Thirty Largest*

Unsecured Creditors, (B) Omit Customers from the Consolidated Creditor Matrix and Approve Related Customer Noticing Procedures, (C) File a Consolidated List of Creditors in Lieu of a Separate Mailing Matrix for Each Debtor, (D) Redact Certain Personally Identifiable Information of Individuals, (E) Serve Certain Parties in Interest by Email, (F) Waive the Requirement to File an Equity List and Provide Notices Directly to Equity Security Holders, and (II) Granting Related Relief [Docket No. 6].

- *Debtors' Motion Seeking Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs, and (II) Granting Related Relief* [Docket No. 7].

- *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. 8].

- *Debtors' Motion for Entry of an Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code; (II) Approving the Form and Manner of Notice; and (III) Granting Related Relief* [Docket No. 9].

- *Debtors' Motion for Entry of an Order (I) Authorizing The Children's Place, Inc. to Act as Foreign Representative and (II) Granting Related Relief* [Docket No. 10].

- *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* [Docket No. 11].

- *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* [Docket No. 12].

- *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* [Docket No. 13].

- *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 [Docket No. 14].

- *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* [Docket No. 15].
- *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* [Docket No. 16].
- *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees and (II) Granting Related Relief* [Docket No. 17].
- *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* [Docket No. 18].
- *Debtors' Motion for Entry of Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 19].
- *Debtors' Motion for Entry of Interim and Final Orders (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* [Docket No. 20].
- *Debtors' Application for Expedited Consideration of First Day Matters* [Docket No. 23].

71. I have reviewed each of the First Day Motions (including the exhibits thereto) and I believe the facts stated therein to be true and correct to the best of my knowledge with appropriate

reliance on the Debtors' officers, employees, and advisors. I incorporate by reference the factual statements in each of the First Day Motions as though fully set forth herein.

72. I believe that the relief requested in the First Day Motions is necessary to allow the Debtors to transition into chapter 11 and continue their operations in a manner consistent with their chapter 11 strategy. I believe that the Debtors' estates would suffer immediate and irreparable harm absent the ability to make certain essential payments as sought in the First Day Motions.

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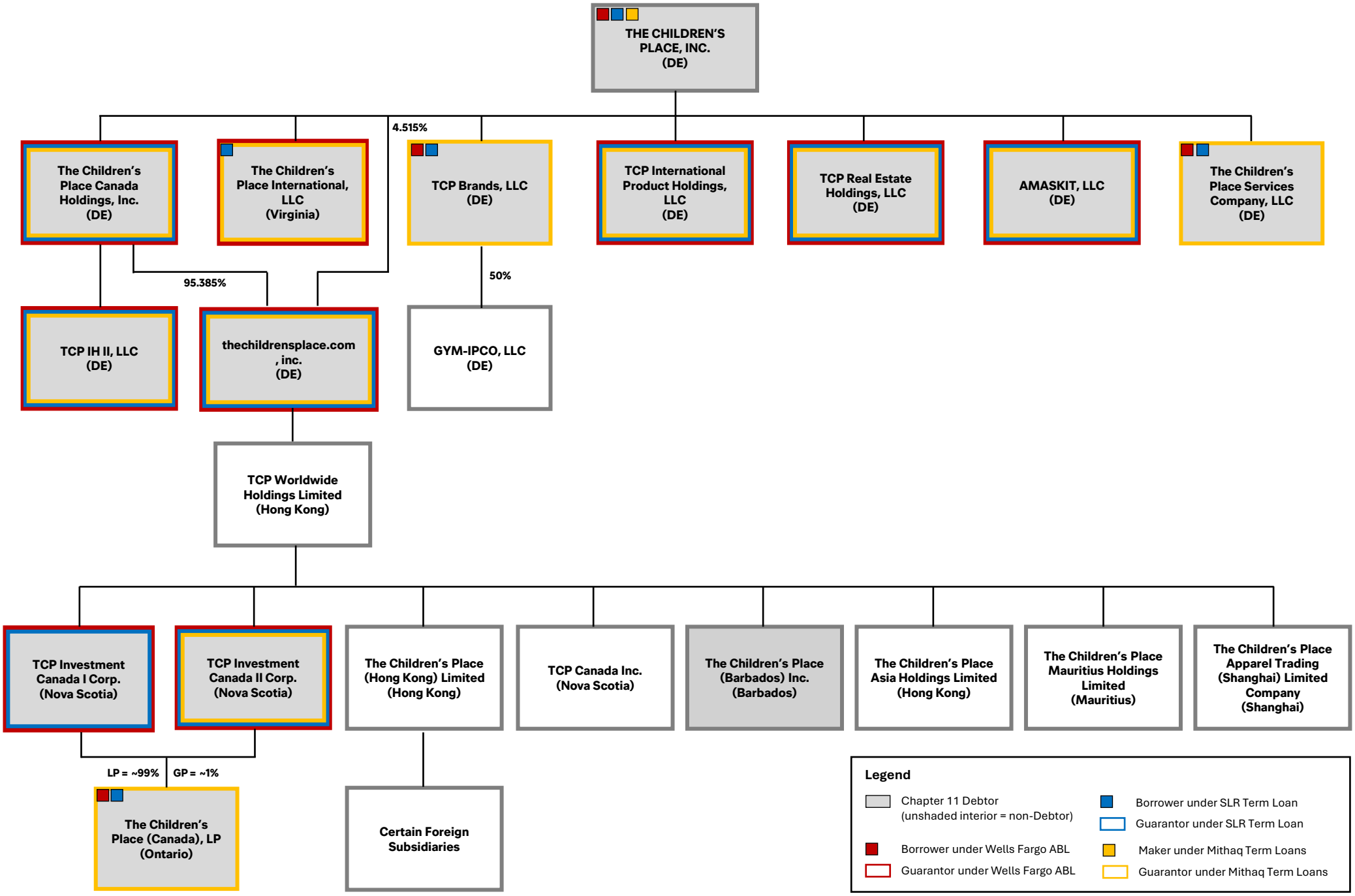
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on: November 9, 2026

/s/ Rudolph Morando
Name: Rudolph Morando
Title: Co- Chief Restructuring Officer

Exhibit A

Organizational Chart


THE CHILDREN'S PLACE, INC. (DE)
The Children's Place Canada Holdings, Inc. (DE)
The Children's Place International, LLC (Virginia)
4.515%
TCP Brands, LLC (DE)
TCP International Product Holdings, LLC (DE)
TCP Real Estate Holdings, LLC (DE)
AMASKIT, LLC (DE)
The Children's Place Services Company, LLC (DE)
95.385%
50%
TCP IH II, LLC (DE)
thechildrensplace.com, inc. (DE)
GYM-IPCO, LLC (DE)
TCP Worldwide Holdings Limited (Hong Kong)
TCP Investment Canada I Corp. (Nova Scotia)
TCP Investment Canada II Corp. (Nova Scotia)
The Children's Place (Hong Kong) Limited (Hong Kong)
TCP Canada Inc. (Nova Scotia)
The Children's Place (Barbados) Inc. (Barbados)
The Children's Place Asia Holdings Limited (Hong Kong)
The Children's Place Mauritius Holdings Limited (Mauritius)
The Children's Place Apparel Trading (Shanghai) Limited Company (Shanghai)
LP = ~99%
GP = ~1%
The Children's Place (Canada), LP (Ontario)
Certain Foreign Subsidiaries
Legend
Chapter 11 Debtor
(unshaded interior = non-Debtor)
Borrower under SLR Term Loan
Guarantor under SLR Term Loan
Borrower under Wells Fargo ABL
Guarantor under Wells Fargo ABL
Maker under Mithaq Term Loans
Guarantor under Mithaq Term Loans

THIS IS **EXHIBIT "R"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

DECLARATION OF LORIE BEERS IN SUPPORT OF THE DEBTORS' BIDDING PROCEDURES MOTION

I, Lorie Beers, declare as follows under penalty of perjury:

1. I am a Managing Director and Head of Restructuring & Special Situations at Cascadia Capital, LLC ("Cascadia"), the proposed investment banker to The Children's Place, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "Debtors" and, together with certain non-debtor affiliates, the "Company"). Cascadia's New York office is located at 477 Madison Avenue, Floor 18, New York, New York 10022.

2. I submit this declaration (this "Declaration") in support of 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 "Motion"), filed contemporaneously herewith.[2] Through the Motion, the Debtors seek approval of the proposed bidding procedures attached as **Exhibit 1** to the proposed order attached as **Exhibit A** to the Motion (respectively, the "Bidding Procedures" and the "Bidding Procedures Order"), related dates and deadlines, potential Stalking Horse Bid Protections, notice procedures, and the Assumption and Assignment Procedures in connection with one or more value-maximizing Sale Transactions.

3. Except as otherwise indicated, the statements in this Declaration are based upon my

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the Bidding Procedures, the proposed Bidding Procedures Order, or the First Day Declaration (as defined herein), as applicable.

personal knowledge; my review of documents and information concerning the Debtors' business, financial condition, and strategic alternatives; information provided by the Debtors' management and other advisors; information provided by Cascadia professionals working with me and under my supervision; and my professional experience. I am over the age of eighteen and authorized to submit this Declaration. If called as a witness, I could and would testify competently to the facts and opinions set forth herein. Although Cascadia is expected to be compensated for its services as the Debtors' proposed investment banker, I am not being separately compensated for this Declaration or related testimony.

Professional Background and Qualifications

4. Cascadia is an independent investment bank serving middle-market clients that provides M&A advisory, capital markets advisory, and special situations advisory services to a range of institutions. Its Restructuring & Special Situations practice advises companies, financial sponsors, lenders, boards of directors, and other stakeholders on distressed mergers and acquisitions and asset sales, chapter 11 restructurings, out-of-court restructurings and recapitalizations, complex financings, liability management transactions, and stakeholder negotiations. The practice is supported by Cascadia's capital markets advisory group and sector-focused investment bankers.

5. I have more than 35 years of experience in restructuring and special situations, spanning investment banking and legal advisory. Prior to joining Cascadia, I was the Head of Special Situations at Intrepid Investment Bankers LLC ("Intrepid"), and prior to joining Intrepid, I was the founder and Group Head of Special Situations Investment Banking at Cowen. I have also held senior banker roles at StormHarbour Securities, Variant Capital Advisors, Seabury Group, KPMG Corporate Finance, and Gordian Group. I began my career as a bankruptcy attorney and was a partner at Kasowitz, Benson, Torres & Friedman. I have participated in dozens of major

bankruptcy cases in numerous capacities, including organizing and running marketing processes for section 363 sale processes for the sale of assets of chapter 11 debtors in possession. I earned a Juris Doctor from the University of Pittsburgh School of Law and a Bachelor of Arts in Economics from Dickinson College.

Cascadia's Engagement and the Debtors' Sale Strategy

6. As more fully described in 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 Company is a specialty retailer of children's apparel, accessories, and footwear operating under The Children's Place and Gymboree brands. Its business includes retail stores, two digital storefronts, wholesale distribution, and international franchise and wholesale relationships.

7. The Company has experienced declining sales and profitability, competitive and promotional pressures, increased costs, and significant liquidity constraints. In September 2026, the Debtors retained Cascadia, Berkeley Research Group, LLC, and White & Case LLP to assist with evaluating restructuring alternatives. Those alternatives included a going-concern sale of all or substantially all of the Debtors' assets, a standalone disposition of "The Children's Place" and/or "Gymboree" brands and related intellectual property, and a potential structure under which intellectual property would be retained in an "IPCo" and licensed to wholesalers and retail store operators while other assets were sold or liquidated.

8. Since its engagement, Cascadia has worked with the Company and its other advisors to evaluate potential strategic and financial counterparties and solicit proposals for going-concern and liquidation transactions. Through this work, Cascadia has become familiar with the Debtors' operations, financial circumstances, liquidity needs, and sale alternatives.

9. The Debtors determined, after considering their available alternatives, to pursue an

in-court marketing and sale process in parallel with orderly inventory sales and store closures. The Debtors selected Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "Liquidator") following receipt of three (3) proposals from national liquidation firms and additional negotiations. The Company entered into the GA/TCP Consulting Agreement with the Liquidator on November 2, 2026 (the "Consulting Agreement"), with liquidation sales commencing on November 6, 2026. The Consulting Agreement's fee-based arrangement and ability to halt store closures if an actionable going-concern bid emerges preserve flexibility to pursue a higher-value alternative.

10. The sale process contemplated by the Motion is intended to determine whether one or more transactions (each, a "Sale Transaction") involving all, substantially all, or any portion of the Debtors' assets, including their intellectual property and brands (including "The Children's Place" and "Gymboree" brands), retail footprint, real estate assets and operations (including the Amazon operations) (collectively, the "Assets") can generate greater value than liquidation. The Debtors will pursue a Sale Transaction only if they determine that it is value maximizing, with remaining store operations subject to a court-supervised wind-down.

The Prepetition Marketing Process

11. In late September 2026, the Debtors, with Cascadia's assistance, launched a formal, comprehensive sale and marketing process for the Assets (the "Prepetition Sale Process"), whether as a going concern or liquidation, or a standalone sale of discrete assets or revenue streams. Cascadia contacted a broad range of strategic and financial parties, including approximately thirty-three (33) strategic prospects and approximately (17) financial prospects. As of the filing of the Motion, at least thirty (30) parties have executed nondisclosure agreements and have been provided with access to the Debtors' virtual data room (the "Data Room"), which includes a confidential information presentation and additional financial, operational, and legal

diligence materials.

12. To date, the Debtors have received nine (9) proposals relating to their Assets, including six (6) proposals for going concern and IP-related transactions, and three (3) "equity" liquidation proposals involving substantially all of the Debtors' assets. These proposals reflect ongoing interest in the Debtors' Assets. Following receipt of these proposals, the Debtors, together with Cascadia, conducted a comprehensive review of each proposal and have engaged and continue to engage in extensive negotiations with the interested parties to refine and enhance their initial bids. The Debtors also received three (3) fee-based liquidation bids for the liquidation of the Debtors' inventory and certain of their assets.

13. The Debtors, with their advisors and after extensive discussions with their secured lenders, determined that the preliminary going-concern and "equity" liquidation proposals are not currently actionable. The Debtors nevertheless continue to engage in earnest with the parties who submitted proposals and numerous other potential bidders regarding a potential going-concern transaction.

14. Cascadia will continue to market the Assets before and after entry of the Bidding Procedures Order, including by following up with previously contacted parties, contacting additional parties, responding to additional expressions of interest, facilitating diligence and access to the Data Room for Acceptable Bidders, and assisting with the evaluation and negotiation of proposals. Accordingly, the postpetition process will build on the prepetition outreach so that the Debtors can determine whether to designate one or more potential purchasers as Stalking Horse Bidders, conduct an Auction, if necessary, and solicit the highest or otherwise best Bids in an effort to maximize value for the Debtors' estates and exit these chapter 11 cases as quickly as possible.

The Proposed Bidding Procedures and Schedule

15. As noted in the Motion, the Bidding Procedures establish an orderly process for

Potential Bidders to become Acceptable Bidders, obtain diligence access, and submit binding Bids; for the Debtors to determine which Bids are Qualified Bids and which bidders are Qualified Bidders; for conducting an Auction, if necessary; and for selecting Successful Bidders and Back-Up Bidders. The Bidding Procedures permit consideration of Bids for portions of the Assets and combinations of Bids, allowing the Debtors to compare alternative transaction structures rather than limiting the process to a single sale of the entire business. As a result of the Bidding Procedures, the fairness and reasonableness of consideration to be paid by any Stalking Horse Bidder, if one is selected, or Successful Bidder ultimately will be tested by market exposure and, if necessary, an open and fair Auction. Moreover, notice of this process will be widely circulated to potentially interested parties.

16. I understand from my conversations with the Debtors' management and other advisors that the timeline set forth in the Bidding Procedures and laid out below is calculated to balance the need to provide adequate notice to Potential Bidders and time for such bidders to conduct diligence and formulate bids with the need to run an expeditious and efficient sale process. I also understand from my conversations with the Debtors' management and other advisors that the Bidding Procedures are designed to generate the highest or otherwise best available recoveries for the Debtors' stakeholders by encouraging prospective bidders to submit competitive, value-maximizing Bids. I believe that the Bidding Procedures and the timeline set forth therein will appropriately market the Assets and provide interested parties with sufficient opportunity to participate. Importantly, I understand that the Bidding Procedures recognize the Debtors' fiduciary obligations to seek to maximize value, and, as such, do not impair the Debtors' ability to consider all Qualified Bids and preserve the Debtors' right to modify the Bidding Procedures in accordance with their terms as necessary or appropriate to seek to maximize value for the Debtors'

estates.

17. To effectuate their sale process, the Debtors propose the following sale schedule (the "Schedule") to establish a clear and open process for the solicitation, receipt, and evaluation of Bids:

Action	Description	Deadline
Stalking Horse Deadline	The deadline by which the Debtors may choose a Stalking Horse Bidder and enter into a Stalking Horse APA.	November 17, 2026, at 5:00 p.m. prevailing Eastern Time.
Bid Deadline	The deadline by which any Acceptable Bidders must submit all binding Bids to be evaluated as Qualified Bids to participate in the Auction, if any.	December 9, 2026, at 5:00 p.m. prevailing Eastern Time.
Auction (if necessary)	The date and time of the Auction, if one is needed, which will be held at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.	December 11, 2026, at 10:00 a.m. prevailing Eastern Time.
Notice of Successful Bidder	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline), the Debtors will file on the docket, but not serve, a notice identifying the Successful Bidder (as defined in the Bidding Procedures), Assets, and key terms of the agreement.	As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline).
Sale Objection Deadline	The deadline by which objections to the entry of an order by the Court approving any Sale Transaction or objections to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory	December 14, 2026, at 5:00 p.m. prevailing Eastern Time.

Action	Description	Deadline
	Contract or Unexpired Lease (the "Sale Objection Deadline") must be filed with the Court and served so as to be actually received by the appropriate notice parties.	
Sale Objection Reply Deadline	Deadline for the Debtors and any other parties supporting the Sale Transaction(s) to respond to any objections to such Sale Transaction(s).	The Debtors and any other parties supporting the Sale Transaction(s) will respond to any objections to such Sale Transactions at the Sale Hearing.
Sale Hearing	Date for a hearing at which the Court will consider approving any Sale Transaction(s) to one or more prospective purchasers. A hearing to consider approval of each Canadian Sale Order shall be scheduled following entry of the applicable Sale Order to the extent a Successful Bid includes Assets of the Canadian Debtors.	December 15, 2026, or such other date as may be scheduled by the Court, at a time to be announced.

18. I understand that the Debtors, in their business judgment, reserve the right to alter the timing of the Schedule as necessary under the circumstances, or to conduct multiple Sale Transactions across one or more Auctions in order to seek to maximize the value of their estates, in each case in accordance with the Bidding Procedures.

19. Additionally, as noted in the Motion, I understand that the Debtors also seek approval of certain Stalking Horse Bid Protections. Specifically, the Debtors seek authority to provide a Break-Up Fee not to exceed three percent (3%) of the Purchase Price and Expense Reimbursement for reasonable and documented out-of-pocket fees and expenses in the event the Debtors decide in their business judgment to offer Stalking Horse Bid Protections to a Stalking

Horse Bidder in connection with a Stalking Horse APA, in accordance with the applicable Stalking Horse Order.

The Proposed Bidding Procedures, Stalking Horse Bid Protections, and Schedule Are Reasonable

20. Based on my experience, and my involvement in the process here, I believe that the Bidding Procedures are designed to encourage participation by financially capable parties and facilitate competitive, executable Bids. The procedures permit the Debtors to consider the business as a whole, discrete asset packages, or combinations of proposals, while assessing both price and the likelihood of consummation. These features are particularly important given the alternatives evaluated during the Prepetition Sale Process and the need to determine whether a sale can exceed liquidation value.

21. With respect to the Schedule, as noted above, the Debtors, with the assistance of Cascadia, began outreach to strategic and financial investors almost two month ago and will continue the Prepetition Sale Process with respect to those strategic and financial parties, including any such parties who previously declined to pursue a bid, as well as any other parties who express interest in the Assets. In my opinion, the Schedule provides appropriate time for the Debtors to run their comprehensive marketing process, receive and evaluate Bids, and, if necessary, hold an Auction. Under the circumstances of these cases, I believe that, based on my experience, this timeline, although expedited with respect to the continued postpetition marketing efforts, provides the Debtors with an appropriate amount of time to conduct a marketing process for the Assets and to solicit and identify competitive, value-maximizing Bids. Additionally, at the Auction, as set forth in the proposed Bidding Procedures, the Debtors would have an opportunity to consider competing Qualified Bids and select the highest or otherwise best Bid or combination of Bids for the Assets.

22. To the extent the Debtors seek to appoint a Stalking Horse Bidder, the Stalking Horse Bid Protections identified in the Motion are, in my view and based on my experience, customary and reasonable and are in line with bid protections that stalking horse bidders typically require in similar situations. In the event the Debtors seek to appoint a Stalking Horse Bidder, such appointment and any proposed Stalking Horse Bid Protections will be subject to notice and an opportunity to object in accordance with the Bidding Procedures and Bidding Procedures Order. I believe that the allowance of the Stalking Horse Bid Protections is in the best interests of the Debtors' estates and their creditors, as a Stalking Horse Bidder, if designated, would establish a floor for bidding that may ultimately increase the consideration received by the Debtors in exchange for the Assets. I believe the ability to appoint a Stalking Horse Bidder and provide such bidder with Stalking Horse Bid Protections provides the Debtors the necessary flexibility to pursue a value-maximizing transaction.

[*Remainder of Page Intentionally Left Blank*]

23. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: November 9, 2026

/s/ Lorie Beers
Lorie Beers
Managing Director and Head of
Restructuring & Special Situations
Cascadia Capital, LLC

THIS IS **EXHIBIT "S"** REFERRED TO IN
THE AFFIDAVIT OF BRYNNE DALMAO,
SWORN BEFORE ME THIS 11TH DAY OF NOVEMBER, 2026.

Joshua Foster

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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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) (Joint Administration Requested)

[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.

DECLARATION OF LORIE BEERS IN SUPPORT OF THE DEBTORS' DIP MOTION

I, Lorie Beers, declare as follows under penalty of perjury:

1. I am a Managing Director and Head of Restructuring & Special Situations at Cascadia Capital, LLC ("Cascadia"), the proposed investment banker to The Children's Place, Inc. and the other above-captioned debtors and debtors in possession (collectively, the "Debtors" and, together with certain non-debtor affiliates, the "Company"). Cascadia's New York office is located at 477 Madison Avenue, Floor 18, New York, New York 10022.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "DIP Motion"), filed contemporaneously herewith.[2] Through the DIP Motion, the Debtors seek approval of an asset-based revolving loan debtor-in-possession facility (the "DIP ABL Facility") and a term loan debtor-in-possession facility (the "DIP Term Facility" and, together, the "DIP Facilities"), use of cash collateral, related liens, superpriority claims, adequate protection, refinancing of prepetition secured obligations, and related relief, on an interim and final basis.

3. Except as otherwise indicated, the statements in this Declaration are based upon my personal knowledge; my review of documents and information concerning the Debtors' business, financial condition, and strategic alternatives; information provided by the Debtors' management and other advisors; information provided by Cascadia professionals working with me and under

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the DIP Motion, the proposed Interim DIP Order, or the First Day Declaration (as defined herein), as applicable.

my supervision; and my professional experience. I am over the age of eighteen and authorized to submit this Declaration. If called as a witness, I could and would testify competently to the facts and opinions set forth herein. Although Cascadia is expected to be compensated for its services as the Debtors' proposed investment banker, I am not being separately compensated for this Declaration or related testimony.

Professional Background and Qualifications

4. Cascadia is an independent investment bank serving middle-market clients that provides M&A advisory, capital markets advisory, and special situations advisory services to a range of institutions. Its Restructuring & Special Situations practice advises companies, financial sponsors, lenders, boards of directors, and other stakeholders on distressed mergers and acquisitions and asset sales, chapter 11 restructurings, out-of-court restructurings and recapitalizations, complex financings, liability management transactions, and stakeholder negotiations. The practice is supported by Cascadia's capital markets advisory group and sector-focused investment bankers.

5. I have more than 35 years of experience in restructuring and special situations, spanning investment banking and legal advisory. Prior to joining Cascadia, I was the Head of Special Situations at Intrepid Investment Bankers LLC ("Intrepid"), and prior to joining Intrepid, I was the founder and Group Head of Special Situations Investment Banking at Cowen. I have also held senior banker roles at StormHarbour Securities, Variant Capital Advisors, Seabury Group, KPMG Corporate Finance, and Gordian Group. I began my career as a bankruptcy attorney and was a partner at Kasowitz, Benson, Torres & Friedman. I have participated in dozens of major bankruptcy cases in numerous capacities, including negotiating numerous DIP financing arrangements both on behalf of debtors and lenders. I earned a Juris Doctor from the University

of Pittsburgh School of Law and a Bachelor of Arts in Economics from Dickinson College.

Cascadia's Engagement and the Debtors' Financing Needs

6. As more fully described in 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 Company is a specialty retailer of children's apparel, accessories, and footwear operating under The Children's Place and Gymboree brands. Its business includes retail stores, two digital storefronts, wholesale distribution, and international franchise and wholesale relationships.

7. As also described in the First Day Declaration, the Company has faced declining sales and profitability, competitive and promotional pressures, increased costs, and substantial seasonal working-capital needs. The Company recorded a net loss of approximately $84.1 million for the first half of fiscal 2026, and its liquidity continued to deteriorate despite operational initiatives and additional financing. In light of the Company's performance, the Prepetition Lenders imposed reserves on the Company that reduced borrowing availability and liquidity. In September 2026, the Debtors retained Cascadia, Berkeley Research Group, LLC ("BRG"), and White & Case LLP to assist in evaluating restructuring alternatives.

8. Since its engagement, Cascadia has worked with the Company and its other advisors to evaluate potential strategic and financial solutions for the Company and solicit proposals for going-concern, liquidation, and financing transactions, including out-of-court refinancings of the Company's secured debt. When the possibility of a chapter 11 filing increased and the Debtors' need for DIP financing came into focus, Cascadia also sought proposals for DIP financing from third-parties. Through this work, Cascadia has become familiar with the Debtors' operations, financial circumstances, liquidity needs, and sale alternatives.

9. Based on my work with the Company and its advisors and my understanding of the Company's current financial state, I believe the Debtors require immediate access to the DIP Facilities and cash collateral. These funds will be used to pay budgeted employee, occupancy, distribution, critical vendor, inventory-sale, and case-administration expenses. Each of these expenditures are necessary to maintain streamlined retail, digital, and distribution operations, conduct orderly store-closing sales, and continue marketing the Debtors' business and assets. DIP financing is therefore necessary not merely to fund case administration, but to maximize the value of the estates by preserving inventory realizations and the opportunity for a higher-value going-concern transaction.

Cascadia's DIP Marketing Process and the Absence of Actionable Alternatives

10. Over two weeks preceding the filing of the Chapter 11 Cases, Cascadia contacted eleven parties regarding potential DIP financing, other than the Prepetition Lenders. Many of these parties had previously been in discussions with Cascadia and the Company regarding refinancing the Company's secured debt outside of bankruptcy. As a result, these parties were well equipped to consider the request, as they were already in possession of significant business and financial diligence concerning the Company.

11. No party contacted expressed any willingness to provide DIP financing on an unsecured basis, including solely as an administrative expense claim, or on a junior-lien basis. Nor did any party offer financing sufficient to repay the Company's prepetition secured obligations in full. Finally, the Prepetition Lenders made clear that they were unwilling to consent to the priming of their liens by any third-party DIP facility, rendering the solicitation of a priming DIP impractical and unworkable.

12. The market test Cascadia performed answered the question of whether the Debtors

could secure alternative financing superior to the Prepetition Lenders' proposed DIP facilities in the time required and on terms that could meet the Debtors' needs. In light of the absence of an actionable alternative, the Debtors' constrained liquidity, and the Debtors' limited pool of unencumbered assets, I believe that the proposed DIP Facilities and related cash collateral arrangements represent the best available financing alternative under the circumstances.

Negotiation and Principal Features of the DIP Facilities

13. The Company and its advisors engaged with the Prepetition Lenders in earnest over the last two months regarding a consensual path forward and negotiated debtor-in-possession financing when it became clear that a chapter 11 filing would be necessary. Those negotiations were informed by the Company's anticipated funding needs, including the liquidity required to implement a marketing process for a sale of the company as a going concern and an orderly liquidation strategy. Each of the parties negotiated the terms of the facilities through their respective advisors at arms'-length.

14. Both DIP Facilities include roll-up features, providing for a portion of the prepetition loans to be rolled up on an interim basis during the interim period, and any remaining, outstanding prepetition loans to be rolled up upon entry of a final order. DIP Motion ¶¶ 37–38. The DIP Facilities also require the Debtors to provide certain adequate protection, including superpriority claims and liens to the extent of any diminution in value of collateral and current payment of interest, fees and indemnities. DIP Motion ¶ 14. The roll-up features and adequate protection are each essential components of the consideration required to obtain the proposed financing and consents required for the Company's use of cash collateral. The DIP Lenders made clear in our negotiations that without these features, they would not provide access to the DIP

Facilities' new-money financings and increased availability, or consent to the use of their cash collateral.

The Proposed Financing Is Reasonable and Necessary to Preserve Estate Value

15. Based on my experience, the market-testing process, and the Debtors' circumstances, I believe the proposed financing package is fair and reasonable when considered as a whole. The consideration the Debtors are agreeing to provide (including the payment of interest and fees, the granting of liens and priority claims, and the roll-ups) is fair value for the certain access to capital and liquidity that the DIP Lenders are providing to the Debtors during the Debtors' most challenging time. Moreover, the interest and fees contemplated by the DIP Facilities are fair, reasonable and in line with market precedent. This necessary liquidity will allow the Debtors to maximize the value of their assets for the benefit of all creditors.

16. The Debtors cannot defer access to liquidity until a final hearing without jeopardizing the operations necessary to preserve value. Without immediate access to the DIP Facilities and cash collateral, the Debtors would be unable to fund an orderly liquidation, case administration, or marketing process. Moreover, the liquidity infusion provided by the DIP Facilities allows the Debtors to take full advantage of the opportunity to liquidate their inventory during the holiday selling season, a key value driver for the estates. Should the DIP Facilities not be approved, the loss of financing and access to cash collateral would instead likely force the Debtors to seek liquidation in chapter 7, destroying value and any hope of a going concern sale. Based on these circumstances, I believe interim approval is necessary to avoid immediate and irreparable harm pending the final hearing.

[*Remainder of Page Intentionally Left Blank*]

17. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: November 9, 2026

/s/ Lorie Beers
Lorie Beers
Managing Director and Head of
Restructuring & Special Situations
Cascadia Capital, LLC

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

AFFIDAVIT OF BRYNNE DALMAO
(Sworn November 11, 2026)

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