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

SUPPLEMENTAL APPLICATION RECORD

(Returnable November 13, 2026)
Volume 1 of 8

November 12, 2026

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

ONTARIO
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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

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CATARAQUI HOLDINGS INC. Attention: Senior Vice President, Legal c/o Primaris Management Inc. 181 Bay Street, Suite 2720 Toronto, ON M5J 2T3 **Copy to:** The Management Office for the Project Attention: General Manager 945 Gardiners Road Kingston, ON K7M 7H4 *Re Cataraqui Town Centre (Kingston)*	Email: dputman@primarisreit.com
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1200 St. Laurent Blvd. Ottawa, ON K1K 3B8 *Re St. Laurent Shopping Centre (Ottawa)*	Email: KDennison@morguard.com; muali@morguard.com
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ANTHEM MINETT CARLINGWOOD HOLDINGS INC. Attention: Rob Caldwell, General Manager, Property Management Suite 1100, Bentall 4 Box 49200, 1055 Dunsmuir Street Vancouver, BC V7X 1K8 *Re Carlingwood Shopping Centre (Ottawa)*	Email: rcaldwell@AnthemProperties.com; legalnotices@anthemproperties.com
MORGUARD CORPORATION and BRAMALEA CITY CENTRE EQUITIES INC. Attention: Vice President, Retail Property Management c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** Bramalea City Centre Management Office 25 Peel Centre Drive, Unit 395B Brampton, ON L6T 3R5 Attention: General Manager *Re Bramalea City Centre (Brampton)*	Email: adovbenyuk@morguard.com

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HOOPP REALTY INC. Attention: Vice President, Leasing c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** Attention: Shopping Centre Manager c/o Morguard Investments Limited Intercity Shopping Centre Administrative Office #203 – 1000 Fort William Road Thunder Bay, ON P7B 6B9 *Re Intercity Shopping Centre (Thunder Bay)*	Email: noticeretail@morguard.com
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CARREFOUR RICHELIEU REALTIES LTD. 600 De Maisonneuve Blvd. West, Suite 2600 Montréal, QC H3A 3J2 and **CARREFOUR RICHELIEU REALTIES LTD.** 600 De Maisonneuve Blvd. West, Suite 2900 Montréal, QC H3A 3J2 *Re Carrefour Angrignon (LaSalle)*	Email: mdubuc@carrefourangrignon.com
4240073 CANADA INC., 9224-1892 QUÉBEC INC. and 9171-9922 QUÉBEC INC. Attention: President and Vice President Legal Affairs c/o Carbonleo Real Estate Inc. 8500 Décarie Boulevard, 8th Floor Royal Mont, QC H4P 2N2 **Copy to:** 5-9415, Leduc Boulevard Brossard, QC J4Y 0A5 Attention: Vice President, Operations *Re Quartier DIX30 (Brossard)*	Email: idescoteaux@carbonleo.com
DÉVELOPPEMENT PLACE VERTU 1 S.E.C. Attention: Tony Viola, General Manager c/o McCOR Realties (Quebec) Inc. 3131 Côte-Vertu Boulevard, local G40 Ville Saint-Laurent, QC H4R 1Y8 *Re Place Vertu (Saint-Laurent)*	Email: psaberi@placevertu.com

PENSIONFUND REALTY LIMITED Attention: Vice President, Leasing c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** The Coquitlam Centre (Administration Office) c/o Morguard Investments Limited 2929 Barnet Highway, Unit 2201 Coquitlam, BC V3B 5R5 Attention: General Manager *Re Coquitlam Centre (Coquitlam)*	Email: noticeretail@morguard.com
GUILDFORD TOWN CENTRE LIMITED PARTNERSHIP 95 Wellington Street West, Suite 300 Toronto, ON M5J 2R2 Ivanhoé Cambridge Inc. 1001 rue du Square-Victoria, Suite C-500 Montréal, QC H2Z 2B5 Attention: Legal Affairs **Courtesy Copy to:** JLL/mall office 10355 – 152 Street, Suite 2695 Surrey BC V3R 7C1 *Re Guildford Town Centre (Surrey)*	Email: Chris.Virakorn@jll.com
PRINCE GEORGE INVESTMENT INC. Attention: Vice President, Leasing c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** The Shopping Centre Manager c/o Morguard Investments Limited Pine Centre, 3055 Massey Drive, Suite 156 Prince George, BC V2N 2S9 *Re Pine Centre Mall (Prince George)*	Email: noticeretail@morguard.com

ABERDEEN KAMLOOPS MALL LIMITED c/o Cushman & Wakefield Asset Services ULC 161 Bay Street, Suite 1500 P.O. Box 602 Toronto, ON M5J 2S1 **Courtesy Copy to:** Aberdeen Mall Administration Office #275-1320 Trans Canada Hwy W Kamloops, BC V1S 1J2 *Re Aberdeen Mall (Kamloops)*	Email: LegalNotices@cushwake.com
IVANHOE CAMBRIDGE INC. and IVANHOE CAMBRIDGE II INC. Attention: Legal Affairs Department 95 Wellington Street West, Suite 300 Toronto, ON M5J 2R2 **IVANHOE CAMBRIDGE INC. and IVANHOE CAMBRIDGE II INC.** Attention: Legal Affairs 1001 rue du Square-Victoria, Suite C-500 Montréal, QC H2Z 2B5 *Re Tsawwassen Mills (Tsawwassen*	Email: Harraj.Gill@centralwalk.com
OPB REALTY INC. Attention: Managing Director, Retail Services c/o BentallGreenOak (Canada) Limited Partnership, Brokerage 1875 Buckhorn Gate, Suite 601 Mississauga, ON L4W 5P1 **Copy to:** 86 – 1225 St. Mary's Road Winnipeg, MB R2M 5E5 Attention: General Manager Fax No.: (204) 257-2311 *Re St. Vital Centre (Winnipeg)*	Email: k.waterman@leyad.ca

KILDONAN PLACE LTD. Attention: Senior Vice President, General Counsel & Corporate Secretary c/o Primaris Management Inc. 181 Bay Street, Suite 2720 Toronto, ON M5J 2T3 **Copy to:** The Management Office for the Project Attention: General Manager 1555 Regent Avenue West Winnipeg, MB R2C 4J2) *Re Kildonan Place (Winnipeg)*	Email: gbialek@primarisreit.com
MORGUARD REAL ESTATE INVESTMENT TRUST Attention: Vice President, Leasing c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** The Shopping Centre Manager c/o Morguard Investments Limited Shoppers Mall Brandon Administrative Office 1570 – 18th Street Brandon, MB R7A 5C5 Attention: General Manager *Re Shoppers Mall (Brandon)*	Email: noticeretail@morguard.com
CORNWALL CENTRE INC. c/o Cushman & Wakefield Asset Services ULC 161 Bay Street, Suite 1500 P.O. Box 602 Toronto, ON M5J 2S1 **Courtesy Copy to:** Management Office 202-2114 11th Avenue Regina SK S4P 0J5 *Re Cornwall Centre (Regina)*	Email: LegalNotices@cushwake.com

201 1st Avenue South Saskatoon, SK S7K 1J5 *Re Midtown (Saskatoon)*	Email: Katlyn.Hunter@cushwake.com
MORGUARD REAL ESTATE INVESTMENT TRUST Attention: Vice President, Leasing c/o Morguard Investments Limited 55 City Centre Drive, Suite 800 Mississauga, ON L5B 1M3 **Copy to:** The Project Manager c/o Morguard Investments Limited The Centre Management Office 3510 8th Street East Saskatoon, SK S7H 0W6 *Re The Centre (Saskatoon)*	Email: noticeretail@morguard.com
CHAMPLAIN PLACE (MONCTON) LIMITED PARTNERSHIP Attention: Vice-President, Leasing Dept. and Attention: Vice-President and General Counsel c/o 16191444 Canada Inc. 2900 – 600 De Maisonneuve Blvd. West Montréal, QC H3A 3J2 **Courtesy Copy to:** 477 Paul Street Dieppe, NB .E1A 4X5 *Re CF Champlain (Dieppe)*	Email: legal@westcliff.ca
CROMBIE DEVELOPMENTS LIMITED Attention: Legal Department 5935 Airport Road Suite 810 Mississauga, ON L4V 1W5 *Re Avalon Mall (St. John's)*	Email: legal@crombie.ca

HALIFAX SHOPPING CENTRE HOLDINGS INC. c/o Primaris Management Inc. 181 Bay Street, Suite 2720 Toronto, ON M5J 2T3 **Copy to:** The Management Office for the Shopping Centre Suite 203, Halifax Place 7001 Mumford Road Halifax, NS B3L 4R3 Attention: General Manager *Re Halifax Shopping Centre (Halifax)*	Email: skelsie@primarisreit.com
RADIAL DISTRIBUTION CENTRE 6100 Freemont Blvd Mississauga, ON L5R 3V7	Email: fleckd@radial.com

Email Distribution List:

zweigs@bennettjones.com; fosterj@bennettjones.com; zahiremamig@bennettjones.com; dalmaob@bennettjones.com; gregory.pesce@whitecase.com; aparracriste@whitecase.com; varoon.sachdev@whitecase.com; msirota@coleschotz.com; svanaalten@coleschotz.com; jalberto@coleschotz.com; noah.goldstein@alixpartners.com; murtaza.tallat@alixpartners.com; ayoung@alixpartners.com; mkonyukhova@stikeman.com; pyang@stikeman.com; bketwaroo@stikeman.com; Emily.J.Abrahamson@wellsfargo.com; glenn.huether@wellsfargo.com; mcomerford@choate.com; jchapman@choate.com; evan.cobb@nortonrosefulbright.com; noah.schein@nortonrosefulbright.com; tsandler@osler.com; rborins@osler.com; sirving@osler.com; hdavis@osler.com; jmurphy@slrcreditsolutions.com; sandra.vrejan@morganlewis.com; marybeth.ciullo@morganlewis.com; talrajhi@mithaqholding.com; asif@mithaqholding.com; dwollmuth@wmd-law.com; pdefilippo@wmd-law.com; mnaughton@tigergroup.com; rraskin@sb360.com; jmalfitano@gagroup.com; lgalessiere@cglegal.ca; gcamelino@cglegal.ca; djmiller@tgf.ca; mcitak@grllp.com; dbish@torys.com; steven.groeneveld@ontario.ca; insolvency.unit@ontario.ca; edward.park@justice.gc.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; asad.moten@justice.gc.ca; walter.kravchuk@justice.gc.ca; osbservice-bsfservice@ised-isde.gc.ca; AGLSBRevTaxInsolvency@gov.bc.ca; ministryofjustice@gov.ab.ca; jsg.servicehmk@gov.ab.ca; tra.revenue@gov.ab.ca; nicholas.warsza@gov.mb.ca; mbtax@gov.mb.ca; jus.minister@gov.sk.ca; fin.minister@gov.sk.ca; justice.comments@gnb.ca; justweb@gov.ns.ca; FinanceWeb@novascotia.ca; justice@gov.nl.ca; servicenlinfo@gov.nl.ca; notif-quebec@revenuquebec.ca; notif-montreal@revenuquebec.ca; notices@salthillcapital.com; trana@primarisreit.com; dputman@primarisreit.com; Beverly.relph@avisonyoung.com; noticeretail@morguard.com; KDennison@morguard.com; muali@morguard.com; aedwards@primarisreit.com; Ktasani@westdellcorp.com; ZGallimore@primarisreit.com; Leeringd@orlandocorp.com; rcaldwell@AnthemProperties.com; legalnotices@anthemproperties.com; adovbenyuk@morguard.com; SRose@primarisreit.com; Patricia.Zavislak@jll.com; legal@royalcourtyards.com; JBryanWebster@Oxfordproperties.com; legalnotices@smartcentres.com; lorelie.lontoc@cushwake.com; warar@primarisreit.com; dmestraud@riocan.com; jdoucette@primarisreit.com; Kinga.Barr@cushwake.com; Liisa.Wessman@cushwake.com; TZawadi@riocan.com; Marie.Santiago@wem.ca; Mandy.tsang@cadillacfairview.com; Sbrothertonnair@primarisreit.com; kdhliwayo@cameroncorporation.com; Carmen.Macleod@jll.com; jneithercut@primarisreit.com; Kavitha.jadhav@quadreal.com; Valerie.bouchard@jll.com; vmartineau@primarisreit.com; lynemartin@placeversailles.com; Ivanka.SaintJean@jll.com; mdubuc@carrefourangrignon.com; idescoteaux@carbonleo.com; psaberi@placevertu.com; Chris.Virakorn@jll.com; Harraj.Gill@centralwalk.com; k.waterman@leyad.ca; gbialek@primarisreit.com; LegalNotices@cushwake.com; Katlyn.Hunter@cushwake.com; legal@westcliff.ca; legal@crombie.ca; skelsie@primarisreit.com; fleckd@radial.com

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TAB 1

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

TAB A

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]

---

[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

TAB B

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
Gregory F. Pesce (*pro hac vice* pending)
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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.

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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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.

TAB C

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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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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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 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)
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
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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

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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 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

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 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

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