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 3 of 8**

November 12, 2026

**BENNETT JONES LLP**
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**TO: THE ATTACHED SERVICE LIST**

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

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**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

# SERVICE LIST
**(as at November 12, 2026)**

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| **REVENU QUÉBEC**<br>3, Complexe Desjardins, secteur D221LC C.P. 5000, succursale Place-Desjardins, 22e étage<br>Montréal, QC H5B 1A7 | Email: notif-quebec@revenuquebec.ca<br>Email: notif-montreal@revenuquebec.ca |
| **PTC OWNERSHIP INC.**<br>c/o Salthill Property Management Inc.<br>300 – 130 Bloor Street West<br>Toronto, ON M5S 1N5<br><br>**and**<br><br>**PTC OWNERSHIP INC.**<br>c/o Salthill Property Management Inc.<br>1001 – 130 Bloor Street West<br>Toronto, ON M5S 1N5<br><br>*Re The Shops at Pickering City Centre (Pickering)* | Email: notices@salthillcapital.com |
| **NEW SUDBURY CENTRE INC.**<br>Attention: Senior Vice President, General Counsel & Corporate Secretary<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Shopping Centre<br>Attention: General Manager<br>200 – 1033 Barrydowne Road<br>Sudbury, ON P3A 5Z9<br><br>*Re New Sudbury Centre (Sudbury)* | Email: trana@primarisreit.com |

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| **CATARAQUI HOLDINGS INC.**<br>Attention: Senior Vice President, Legal<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>945 Gardiners Road<br>Kingston, ON K7M 7H4<br><br>*Re Cataraqui Town Centre (Kingston)* | Email: dputman@primarisreit.com |
| **WOODBINE MALL HOLDINGS INC.**<br>Attention: Manager, Lease Administration<br>c/o 2058790 Ontario Limited<br>Woodbine Centre, Suite A100<br>500 Rexdale Boulevard<br>Toronto, ON M9W 6K5<br><br>**Copy to:**<br>Attention: General Manager<br>2058790 Ontario Limited<br>Woodbine Centre Administration Office<br>500 Rexdale Boulevard<br>Etobicoke, ON M9W 6K5<br><br>*Re Woodbine Mall (Etobicoke)* | Email: Beverly.relph@avisonyoung.com |
| **MORGUARD REAL ESTATE INVESTMENT TRUST**<br>Attention: Vice President, Leasing<br>c/o Morguard Investments Limited<br>55 City Centre Drive, Suite 800<br>Mississauga, ON L5B 1M3<br><br>**Copy to:**<br>Shopping Centre Manager<br>c/o Morguard Investments Limited<br>Cambridge Centre Management Office<br>355 Hespeler Road<br>Cambridge, ON N1R 6B3<br><br>*Re Cambridge Centre (Cambridge)* | Email: noticeretail@morguard.com |

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| 1200 St. Laurent Blvd.<br>Ottawa, ON K1K 3B8<br><br>*Re St. Laurent Shopping Centre (Ottawa)* | Email: KDennison@morguard.com; muali@morguard.com |
| **DEVONSHIRE MALL HOLDINGS INC.**<br>Attention: Senior Vice President, General Counsel & Corporate Secretary<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>3100 Howard Avenue<br>Windsor, ON N8X 3Y8<br><br>*Re Devonshire Mall (Windsor)* | Email: aedwards@primarisreit.com |
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| **PLACE D'ORLEANS HOLDINGS INC.**<br>Attention: Senior Vice President, Legal<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>110 Place d'Orleans Drive<br>Ottawa, ON K1C 2L9<br><br>*Re Place d'Orléans (Orleans)* | Email: ZGallimore@primarisreit.com |

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| **ANTHEM MINETT CARLINGWOOD HOLDINGS INC.**<br>Attention: Rob Caldwell, General Manager, Property Management<br>Suite 1100, Bentall 4<br>Box 49200, 1055 Dunsmuir Street<br>Vancouver, BC V7X 1K8<br><br>*Re Carlingwood Shopping Centre (Ottawa)* | Email: rcaldwell@AnthemProperties.com; legalnotices@anthemproperties.com |
| **MORGUARD CORPORATION and BRAMALEA CITY CENTRE EQUITIES INC.**<br>Attention: Vice President, Retail Property Management<br>c/o Morguard Investments Limited<br>55 City Centre Drive, Suite 800<br>Mississauga, ON L5B 1M3<br><br>**Copy to:**<br>Bramalea City Centre Management Office<br>25 Peel Centre Drive, Unit 395B<br>Brampton, ON L6T 3R5<br>Attention: General Manager<br><br>*Re Bramalea City Centre (Brampton)* | Email: adovbenyuk@morguard.com |

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| **QUINTE MALL HOLDINGS INC.**<br>Attention: Senior Vice President, Legal<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>Quinte Mall Administration Office<br>390 North Front Street<br>Belleville, ON K8P 3E1<br><br>*Re Quinte Mall (Belleville)* | Email: SRose@primarisreit.com |
| **IVANHOE CAMBRIDGE II INC.**<br>Attention: Legal Affairs Department<br>95 Wellington Street West, Suite 600<br>Toronto, ON M5J 2R2<br><br>*Re Vaughan Mills (Vaughan)* | Email: Patricia.Zavislak@jll.com |
| **2467847 ONTARIO INC. O/A WINDSOR CROSSING PREMIUM OUTLETS**<br>170 Industrial Parkway North, Unit A1<br>Aurora, ON L4G 4C3<br><br>*Re Windsor Crossing Premium Outlet Mall (LaSalle)* | Email: legal@royalcourtyards.com |
| **HALTON HILLS SHOPPING CENTRE PARTNERSHIP**<br>Attention: Director - Lease Services<br>c/o Simon Property Group Premium Outlets<br>105 Eisenhower Parkway<br>Roseland, New Jersey 07068<br>U.S.A.<br><br>**Copy to:**<br>Simon<br>225 West Washington Street<br>Indianapolis, IN 46204<br>U.S.A<br><br>*Re Toronto Premium Outlets (Halton Hills)* | Email: |

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| **SCARBOROUGH TOWN CENTRE HOLDINGS INC.**<br>Attention: Vice President, Legal Services<br>c/o Oxford Properties Group, Suite 900<br>100 Adelaide Street West<br>Toronto, ON M5H 0E2<br><br>**Copy to:**<br>The Management Office for the Project<br>c/o Oxford Properties Group<br>Scarborough Town Centre<br>300 Borough Drive<br>Toronto, ON M1P 4P5<br>Attention: General Manager<br><br>*Re Scarborough Town Centre (Scarborough)* | Email: JBryanWebster@Oxfordproperties.com |
| **HOOPP REALTY INC.**<br>Attention: Vice President, Leasing<br>c/o Morguard Investments Limited<br>55 City Centre Drive, Suite 800<br>Mississauga, ON L5B 1M3<br><br>**Copy to:**<br>Attention: Shopping Centre Manager<br>c/o Morguard Investments Limited<br>Intercity Shopping Centre Administrative Office<br>#203 – 1000 Fort William Road<br>Thunder Bay, ON P7B 6B9<br><br>*Re Intercity Shopping Centre (Thunder Bay)* | Email: noticeretail@morguard.com |
| **CALLOWAY REIT (1900 EGLINTON) INC.**<br>3200 Highway 7<br>Vaughan, ON L4K 5Z5<br><br>*Re SmartCentres Eglinton East (Scarborough)* | Email: legalnotices@smartcentres.com |

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| **LANSDOWNE PLACE HOLDINGS INC.**<br>Attention: Senior Vice President, Legal<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attn: General Manager<br>Lansdowne Place Administration Office<br>645 Lansdowne Street West<br>Peterborough, ON K9J 7Y5<br><br>*Re Lansdowne Place (Peterborough)* | Email: warar@primarisreit.com |

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| **RIOTRIN PROPERTIES (WESTON) INC.**<br>Attention: President<br>c/o RioCan Management Inc.<br>RioCan Yonge Eglinton Centre<br>2300 Yonge Street<br>Suite 500, P.O. Box 2386<br>Toronto, ON M4P 1E4<br><br>**Courtesy Copy to:**<br>RioCan Management Inc.<br>RioCan Yonge Eglinton Centre<br>2300 Yonge Street, Suite 2200<br>Toronto, ON M4P 1E4<br><br>**Copy to:**<br>Trinity Development Group Inc.<br>Attention: President<br>359 Kent Street, Suite 400<br>Ottawa, ON K2P 0R6<br><br>*Re The Stockyards (Toronto)* | Email: dmestraud@riocan.com |
| **CONESTOGA MALL HOLDINGS INC.**<br>Attention: Senior Vice President, General Counsel and Corporate Secretary<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>550 King Street North<br>Waterloo, ON N2L 5W6<br><br>*Re Conestoga Mall (Waterloo)* | Email: jdoucette@primarisreit.com |
| **HAMMER LP (BY ITS GENERAL PARTNER HAMMER GP LP, BY ITS GENERAL PARTNER HAMMER GP SERVICES CORP.)**<br>c/o Cushman & Wakefield Asset Services ULC<br>75 Centennial Parkway North<br>Hamilton, ON L8E 2P2<br><br>*Re Eastgate Square (Hamilton)* | Email: Kinga.Barr@cushwake.com |

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| **SCREO I DIXIE OUTLET MALL INC.**<br>c/o Cushman & Wakefield Asset Services ULC<br>Dixie Outlet Mall Administration Office<br>1250 S. Service Road<br>Mississauga, ON L5E 1V4<br><br>*Re Dixie Outlet Mall (Mississauga)* | Email: Liisa.Wessman@cushwake.com |
| **RIOCAN HOLDINGS (TJV) INC. and 1633272 ALBERTA ULC**<br>RioCan Management Inc.<br>c/o RioCan Real Estate Investment Trust<br>2300 Yonge Street, Suite 2200<br>P.O. Box 2386<br>Toronto, ON M4P 1E4<br><br>*Re Tanger Cookstown (Cookstown)* | Email: TZawadi@riocan.com |
| **WEST EDMONTON MALL PROPERTY INC.**<br>3000, 8882 – 70 Street<br>Edmonton, AB T5T 4M2<br><br>*Re West Edmonton Mall (Edmonton)* | Email: Marie.Santiago@wem.ca |
| **ONTREA INC.**<br>Attention: Executive Vice President, Operations<br>c/o The Cadillac Fairview Corporation Limited<br>20 Queen Street West, 5th Floor<br>Toronto, ON M5H 3R4<br><br>**Copy to:**<br>**ONTREA INC.**<br>c/o The Cadillac Fairview Corporation Limited<br>6455 Macleod Trail SW, Suite B1<br>Calgary, AB T2H 0K8<br>Attention: General Manager<br><br>*CF Chinook Centre (Calgary)* | Email: Mandy.tsang@cadillacfairview.com |

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| **SUNRIDGE MALL HOLDINGS INC.**<br>Attention: Vice President, Legal<br>c/o Primaris Management Inc.<br>26 Wellington Street E, Suite 400<br>Toronto, ON M5E 1S2<br><br>**Courtesy Copy to:**<br>Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>2525 – 36th Street N.E.<br>Calgary, AB T1Y 5T4<br><br>*Re Sunridge Mall (Calgary)* | Email: Sbrothertonnair@primarisreit.com |
| **CAMERON CORPORATION**<br>10180 – 111th Street<br>Edmonton, AB T5K 1K6<br><br>*Re South Edmonton Common (Edmonton)* | Email: kdhliwayo@cameroncorporation.com |
| **CROSSIRON MILLS HOLDINGS INC.**<br>c/o Ivanhoe Cambridge Inc.<br>95 Wellington Street West, Suite 300<br>Toronto, ON M5J 2R2<br><br>**and**<br><br>**CROSSIRON MILLS HOLDINGS INC.**<br>c/o Ivanhoe Cambridge Inc.<br>95 Wellington Street West, Suite 600<br>Toronto, ON M5J 2R2<br><br>**and**<br><br>JLL, Administration Office<br>#800, 261055 CrossIron Blvd<br>Rocky View, AB T4A 0G3<br><br>*Re CrossIron Mills (Rocky View)* | Email: Carmen.Macleod@jll.com |

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| **MORGUARD CORPORATION and PRAIRIE MALL BUILDING LIMITED**<br>Attention: Vice President, Leasing<br>c/o Morguard Investments Limited<br>55 City Centre Drive, Suite 800<br>Mississauga, ON L5B 1M3<br><br>**Copy to:**<br>The Shopping Centre Manager<br>c/o Morguard Investments Limited<br>Prairie Mall Administrative Office<br>41, 11801 - 100 Street<br>Grande Prairie, AB T8V 3Y2<br>Attention: General Manager<br><br>*Re Prairie Mall Shopping Centre (Grande Prairie)* | Email: noticeretail@morguard.com |
| **PARK PLACE MALL HOLDINGS INC.**<br>Attention: Senior Vice President, General Counsel & Corporate Secretary<br>c/o Primaris Management Inc.<br>181 Bay Street, Suite 2720<br>Toronto, ON M5J 2T3<br><br>**Copy to:**<br>The Management Office for the Project<br>Attention: General Manager<br>501 1st Avenue South, Suite 131<br>Lethbridge, AB T1J 4L9<br><br>*Re Park Place Mall (Lethbridge)* | Email: jneithercut@primarisreit.com |
| **bcIMC REALTY CORPORATION and BOWER PLACE HOLDINGS INC.**<br>Senior Vice President, Retail<br>c/o QuadReal Property Group Limited Partnership<br>Suite 800, 666 Burrard Street<br>Vancouver, BC V6C 2X8<br><br>**Copy to:**<br>The General Manager<br>Suite 1000, 4900 Molly Banister Drive<br>Red Deer, AB T4R 1N9<br><br>*Re Bower Place (Red Deer)* | Email: Kavitha.jadhav@quadreal.com |

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| **LE CARREFOUR LAVAL REC INC.**<br>Attention: Sébastien Perron, General Manager<br>3003 Le Carrefour Blvd<br>Administration Office<br>Laval, QC H7T 1C7<br><br>**Courtesy Copy to:**<br>The Cadillac Fairview Corporation Limited<br>20 Queen Street West, 5th Floor<br>Toronto, ON M5H 3R4<br><br>*Re CF Carrefour Laval (Laval)* | Email: |
| **IC ANJOU INC. and LES PROPRIÉTÉS ANJOU INC.**<br>Attention: Legal Affairs Department, Operations<br>c/o Ivanhoé Cambridge Inc.<br>Anjou, Édifice Jacques-Parizeau<br>1001 Square Victoria, Suite C-500<br>Montréal, QC H2Z 2B5<br><br>*Re Galeries d'Anjou (Montreal)* | Email: Valerie.bouchard@jll.com |
| **LES GALERIES DE LA CAPITALE HOLDINGS INC.**<br>Attention: Vice President, REM Legal<br>c/o Oxford Properties Group, Suite 900<br>100 Adelaide Street West<br>Toronto, ON M5H 0E2<br><br>**Copy to:**<br>The Management Office for the Project<br>c/o Oxford Properties Group<br>Les Galeries de la Capitale<br>5401 boulevard des Galeries<br>Québec, QC G2K 1N4<br>Attention: General Manager<br><br>*Re Les Galeries de la Capitale (Quebec City)* | Email: vmartineau@primarisreit.com |

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| **PLACE VERSAILLES INC.**<br>7275 Sherbrooke Street East, Suite 300<br>Montreal, QC H1N 1E9<br><br>and<br><br>**PLACE VERSAILLES INC.**<br>5125 du Trianon, Bureau 300<br>Montréal, QC H1M 2S5<br><br>*Re Place Versailles (Montreal)* | Email: lynemartin@placeversailles.com |
| **IVANHOE CAMBRIDGE II INC.**<br>**and**<br>**SOCIÉTÉ EN COMMANDITE DMA LAURIER QUÉBEC**<br>Attention: Legal Affairs<br>c/o Ivanhoé Cambridge Inc.<br>Édifice Jacques-Parizeau<br>1001, rue du Square-Victoria<br>Montréal, QC H2Z 2B5<br><br>**Copy to:**<br>Jones Lang LaSalle Real Estate Services, Inc.<br>22 Adelaide Street West, 26th Floor<br>Toronto, ON MH5 4E3<br>Attention: Alan MacKenzie, CEO<br><br>**Copy to:**<br>Jones Lang LaSalle Americas, Inc.<br>6365 Halcyon Way, Suite 970<br>Alpharetta, GA 30005<br>U.S.A.<br>Attention: Greg Maloney<br><br>**Copy to:**<br>Laurier Québec<br>2700 Laurier Boulevard, Suite 1000<br>Quebec, QC G1V 4J9<br>Attention: General Manager<br><br>*Re Laurier Quebec (Quebec City)* | Email: Ivanka.SaintJean@jll.com |

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| **CARREFOUR RICHELIEU REALTIES LTD.**<br>600 De Maisonneuve Blvd. West, Suite 2600<br>Montréal, QC H3A 3J2<br><br>and<br><br>**CARREFOUR RICHELIEU REALTIES LTD.**<br>600 De Maisonneuve Blvd. West, Suite 2900<br>Montréal, QC H3A 3J2<br><br>*Re Carrefour Angrignon (LaSalle)* | Email: mdubuc@carrefourangrignon.com |
| **4240073 CANADA INC., 9224-1892 QUÉBEC INC. and 9171-9922 QUÉBEC INC.**<br>Attention: President and Vice President<br>Legal Affairs<br>c/o Carbonleo Real Estate Inc.<br>8500 Décarie Boulevard, 8th Floor<br>Royal Mont, QC H4P 2N2<br><br>**Copy to:**<br>5-9415, Leduc Boulevard<br>Brossard, QC J4Y 0A5<br>Attention: Vice President, Operations<br><br>*Re Quartier DIX30 (Brossard)* | Email: idescoteaux@carbonleo.com |
| **DÉVELOPPEMENT PLACE VERTU 1 S.E.C.**<br>Attention: Tony Viola, General Manager<br>c/o McCOR Realties (Quebec) Inc.<br>3131 Côte-Vertu Boulevard, local G40<br>Ville Saint-Laurent, QC H4R 1Y8<br><br>*Re Place Vertu (Saint-Laurent)* | Email: psaberi@placevertu.com |

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

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

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

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

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

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

Joshua Foster

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

**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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Telephone: (201) 489-3000
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msirota@coleschotz.com
wusatine@coleschotz.com
svanaalten@coleschotz.com
jalberto@coleschotz.com
dharris@coleschotz.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

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

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (the "Motion"):[2]

## Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, prepetition amounts owing on account of Critical Vendor Claims, Foreign Vendor Claims, 503(b)(9) Claims, and Lien Claims (each as defined herein); (b) authorizing the Debtors to, in exchange for payment of their prepetition claims as contemplated herein, require the applicable claimants to provide favorable trade terms for the postpetition procurement of goods and services; (c) granting administrative expense priority to undisputed and unsatisfied obligations on account of goods ordered by or services provided to the Debtors prior to the date hereof that will not be delivered until after the Petition Date (as defined herein) and authorizing the Debtors to satisfy such obligations in the ordinary course of business; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration.

the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 363, 503, 1107(a), and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

**Background**

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

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

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

**Overview of the Debtors' Vendors**

7. In the course of operating their specialty retail business, the Debtors transacted with a network of vendors, service providers, and independent contractors—both domestic and located outside the United States, including Canada—that supplied merchandise sourcing, manufacturing, and quality inspection services; store-facing operational, technology, and infrastructure support; and transportation, customs clearance, and warehousing services for the Debtors' retail merchandise, packaging materials, and other inventory destined for the Debtors' distribution centers and retail stores. The Debtors seek authority to pay the Critical Vendor Claims, Foreign Vendor Claims, 503(b)(9) Claims, and Lien Claims (collectively, the "Trade Claims," and the holders thereof, the "Trade Claimants") described herein to the extent the Debtors determine, in their business judgment, that such payment is necessary to avoid disruption to their operations, prevent the loss of goods or services essential to their business, or prevent Trade Claimants from exercising remedies against the Debtors' assets in circumstances where the automatic stay cannot practically be enforced or the cost of attempting to do so would exceed the amounts owed.

Preserving the Debtors' ongoing operations and assets for the benefit of their estates and stakeholders is the purpose of the relief requested.

8. As of the Petition Date, the Debtors estimate that there is approximately $10,000,000 of unpaid prepetition Critical Vendor Claims and Lien Claims, approximately all of which are due or will come due between the entry of the Interim Order and the Final Order (the "Interim Period"), in the respective amounts set forth in the table in paragraph eleven (11) below.

9. Critical Vendors (as defined herein) provide specialized goods and services that are necessary to the Debtors' day-to-day retail operations, and many are sole- or limited-source providers for which replacement on comparable terms would be difficult or impossible to obtain on short notice. Foreign Vendors (as defined herein) are uniquely situated from all other creditors in that Foreign Vendors without ties to the United States may ignore the automatic stay and take actions against the Debtors or their properties abroad, which would have a significant disruptive impact. Similarly, Lien Claimants (as defined herein) may assert possessory liens on the Debtors' goods or equipment in their possession (notwithstanding the automatic stay) in an attempt to secure payment of their prepetition claims. Any delays or material changes in the delivery of such goods and services as a result of the Debtors' nonpayment of the Trade Claims would materially harm the Debtors and their key stakeholders and would impede a smooth transition into these chapter 11 cases.

10. Simply put, the Debtors must have access to merchandise in order to effectuate their business model. In addition, the Debtors rely on certain crucial services that keep their store locations in working order, and in most cases finding replacement vendors for such services would be difficult, if not impossible. What's more, even where alternative vendors may exist, the time and costs associated with switching from one vendor to another could damage the Debtors'

business and cause customers to look elsewhere for the types of products that the Debtors sell. Accordingly, the Debtors request authority, but not direction, to pay certain outstanding prepetition Trade Claims to the extent the Debtors determine, in their business judgment, that such payment is beneficial to the Debtors' estates.

11. The following table summarizes the categories of prepetition Trade Claims and the relief requested pursuant to this Motion. The dollar amounts shown for Critical Vendor Claims and Lien Claims are the respective estimated amounts for those categories of Trade Claims. No aggregate estimate or separate dollar allocation is sought for Foreign Vendor Claims and 503(b)(9) Claims, as any such payment shall be subject to the terms and conditions of any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a "Financing Order"), including any budget thereunder. The estimated allocations between Critical Vendor Claims and Lien Claims are not separate category limits. Subject in all respects to any Financing Order and any budget thereunder, the Debtors seek authority to apply amounts not required for Lien Claims to Critical Vendor Claims, and vice versa, without further order of the Court, provided that aggregate payments remain within the applicable combined amount permitted thereunder. This flexibility is not intended to modify any Financing Order or budget thereunder, or increase the aggregate amount available. Final authority is inclusive of, and not in addition to, payments made under the Interim Order. No claim may be paid more than once because it falls within more than one Trade Claim category:

| Category | Description of Goods/Services Provided | Requested Relief on an Interim Basis | Requested Relief on a Final Basis |
|---|---|---|---|
| Critical Vendor Claims | Specialized suppliers of goods and services that are critical to the Debtors' day-to-day store, technology, and operational infrastructure, or that are sole- or limited-source providers of goods and services necessary for the uninterrupted operations of the Debtors' business. | $3,500,000 | $3,500,000 |

| Category | Description of Goods/Services Provided | Requested Relief on an Interim Basis | Requested Relief on a Final Basis |
|---|---|---|---|
| Foreign Vendor Claims | Suppliers of goods and services that are based outside of the United States. | Subject to any Financing Order budget and advance notice | Subject to any Financing Order budget and advance notice |
| 503(b)(9) Claims | Suppliers that provided goods to the Debtors that were received within twenty days before the Petition Date, which may give rise to claims under section 503(b)(9) of the Bankruptcy Code. | Subject to any Financing Order budget and advance notice | Subject to any Financing Order budget and advance notice |
| Lien Claims | Suppliers of goods or services utilized by or provided to the Debtors that may assert mechanic's, possessory, or other similar liens. | $6,500,000 | $6,500,000 |
| **Total Amount of Trade Claims (excluding Foreign Vendor Claims and 503(b)(9) Claims)** | | **$10,000,000** | **$10,000,000** |

## I. The Critical Vendor Claims.

12. The Debtors operate in the highly competitive specialty retail industry, and their ability to continue generating revenue and maximize the value of their estates during these chapter 11 cases depends on their ability to sell merchandise through their stores and digital storefronts. In the ordinary course of business, the Debtors engage a limited number of vendors that provide critical performance marketing services on which the Debtors depend to market their products, reach customers, drive customer traffic, and generate sales (collectively, the "Critical Vendors," and the claims held by such vendors in respect of those performance marketing services, the "Critical Vendor Claims"). Without these services, the Debtors would face significant disruptions in their ability to attract customers and generate sales, impairing their ability to monetize inventory and preserve value during the sale and store closing processes and causing immediate and irreparable harm to their business and estates. The Debtors, therefore, must be able to maintain these critical performance marketing services, and timely payment of the Critical Vendor Claims is fundamental to minimizing disruption to their operations and maximizing the value of their estates during these chapter 11 cases.

13. As of the Petition Date, the Debtors estimate that they owe approximately $3,500,000 on account of Critical Vendor Claims, all of which is due or will become due during the Interim Period. The Debtors request authority, but not direction, to pay all outstanding prepetition amounts incurred on account of the Critical Vendor Claims and to continue to make all payments on a postpetition basis in the ordinary course of business, in each case to the extent that the Debtors determine, in their business judgment, that such payment is beneficial to the Debtors' estates.

## II. Identifying the Critical Vendors and Critical Vendor Claims.

14. In light of the foregoing, the Debtors, with the assistance of their advisors, reviewed their books and records, consulted operations and purchasing personnel, reviewed contracts and supply agreements, and analyzed applicable laws, regulations, and historical practices to identify those vendors that are critical to the continued and uninterrupted operation of the Debtors' business. The loss of any of these Critical Vendors would materially harm the Debtors' business by, among other things, reducing their enterprise value and ultimately impairing their ability to effectively administer these chapter 11 cases. At the same time, the Debtors are mindful that paying all prepetition amounts owed to all vendors would create an unsustainable liquidity shortage and impair the Debtors' ability to successfully navigate these chapter 11 cases. Accordingly, the Debtors examined each of their vendor relationships with, among other things, the following criteria in mind, in order to identify which vendors should be eligible to receive payments under the critical vendor program:

- whether certain specifications or contract requirements directly or indirectly prevent the Debtors from obtaining goods or services from alternative sources;
- whether a vendor is a sole-source, limited-source, or high-volume supplier of goods or services critical to the Debtors' business operations;

- whether the services provided by the vendor are so vital, or the vendor's operations are so commingled with the Debtors' business, that even the briefest disruption would cause significant harm to the Debtors' operations;

- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms;

- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;

- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;

- the likelihood that a temporary break in the vendor's relationship with the Debtors could be remedied through the use of the tools available in these chapter 11 cases;

- whether the failure to pay all or part of a particular vendor's claim could cause the vendor to hold goods owned by the Debtors, or to refuse to provide critical services on a postpetition basis; and

- whether the failure to pay a particular vendor could cause an inability to properly service the Debtors' customers and result in substantial revenue loss.

15. In addition to these factors, the Debtors and their advisors examined the health of each vendor relationship, the vendor's familiarity with the chapter 11 process, and the extent to which each vendor's prepetition claims could be satisfied elsewhere in the chapter 11 process. Ultimately, the Debtors' selection process balanced the need to ensure that these chapter 11 cases do not disrupt or negatively impact their operations and, relatedly, their customers, while limiting the expenditure of estate resources. Paying the targeted prepetition claims of the Critical Vendors benefits the Debtors' estates, both monetarily and operationally, by preserving liquidity and enabling the Debtors to operate effectively during these chapter 11 cases.

**III. Foreign Vendor Claims.**

16. In the ordinary course of business, the Debtors transact with foreign vendors and individual independent contractors located in various jurisdictions (collectively, the "Foreign

Vendors").[3] The Foreign Vendors supplied goods and services in connection with the Debtors' retail business, consisting mostly of overseas apparel, footwear, and accessories manufacturing and sourcing; quality assurance and inspection services; packaging and labeling; sourcing agent and buying office services; and customs compliance and trade documentation support, and certain Foreign Vendors are individuals who provided on-site quality control, production oversight, and consulting services on an independent-contractor basis. In determining whether to pay a particular Foreign Vendor Claim, the Debtors will consider the jurisdiction in which the vendor is located, the nature and value of the Debtors' assets located in that jurisdiction, and the vendor's ability and likelihood to pursue remedies against those assets under local law.

17. While the Debtors do not expect to maintain relationships with all Foreign Vendors during the course of these chapter 11 cases, if a potential going-concern purchaser of the Debtors' assets pursuant to the *Debtors' Motion for Entry of an Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief*, filed contemporaneously herewith, requires certain unique "The Children's Place" or "Gymboree" merchandise supplied by a Foreign Vendor in connection with a going-concern sale, the Debtors may determine, in their reasonable business judgment, that payment of the applicable Foreign Vendor Claim is necessary to preserve access to that

[3] The term "Foreign Vendors" shall not include foreign vendors, independent contractors, service providers, or other non-governmental entities that are known to have assets within the United States that would be subject to the jurisdiction of the Court and that would otherwise be available to satisfy a judgment entered by the Court if such entities were to violate the automatic stay provisions of section 362 of the Bankruptcy Code or take any action contrary to an order of the Court. In addition, the term "Foreign Vendors" shall not include any non-Debtor affiliate of the Debtors.

merchandise and facilitate a value-maximizing sale, subject in all respects to any Financing Order and any budget thereunder. In that scenario, the Debtors seek authority to address the risk that certain Foreign Vendors may sever their business relationships with the Debtors and otherwise take actions that disrupt the Debtors' business operations, administration of these chapter 11 cases, or property abroad. Suppliers and vendors located in foreign countries are often unfamiliar with the chapter 11 process, frequently react skeptically to various debtor protections, and may consider themselves beyond the jurisdiction of the Court.

18. Accordingly, if certain amounts outstanding on account of prepetition goods delivered and services rendered by the Foreign Vendors (the "Foreign Vendor Claims") are not paid, the Foreign Vendors may take action against the Debtors despite the automatic stay provisions of section 362(a) of the Bankruptcy Code. Although the automatic stay applies to protect the Debtors' assets wherever they are located in the world, attempting to enforce the Bankruptcy Code in foreign countries is often a fruitless exercise. In the absence of enforcement of the automatic stay, the Foreign Vendors could initiate a lawsuit in a foreign court and obtain a judgment against the Debtors to collect prepetition amounts owed to them or seek to attach or seize foreign assets of the Debtors even prior to obtaining a judgment. It would be unduly time-consuming and burdensome for the Debtors to seek to enforce an order of the Court in a Foreign Vendor's country in many instances, thereby compounding the loss and disruption in services.

19. In light of the above, the Debtors seek authorization, but not direction, to pay all or part of particular Foreign Vendor Claims on a case-by-case basis in the reasonable exercise of their business judgment to the extent necessary to preserve estate value. Any payment will be subject to, and in compliance with, any Financing Order, the related financing and cash collateral documentation, and any budget thereunder. No aggregate dollar estimate or separate monetary

allocation is sought for Foreign Vendor Claims, and the requested authority neither earmarks funds nor represents that funds are available or committed for such claims. Before making any payment on account of a Foreign Vendor Claim, the Debtors shall provide at least five (5) business days' advance written notice to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, identifying the proposed payee, amount, and basis for payment and its compliance with any Financing Order and any budget thereunder. If either notice recipient objects within that period, the Debtors shall not make the disputed payment absent further order of the Court.

**IV. The 503(b)(9) Claims.**

20. A portion of the Trade Claims may include claims entitled to priority pursuant to section 503(b)(9) of the Bankruptcy Code, which grants administrative expense priority to claims for certain inventory, goods, and/or materials received by the Debtors within the twenty (20) days immediately preceding the Petition Date. 11 U.S.C. § 503(b)(9). In the ordinary course of business, the Debtors may have received inventory and other goods from certain vendors within this twenty-day period (collectively, the "503(b)(9) Claimants"), thereby giving rise to prepetition claims of the 503(b)(9) Claimants (the "503(b)(9) Claims").

21. Many of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts or supply agreements. Rather, the Debtors obtain goods from such claimants on an order-by-order basis. As a result, to the extent there are 503(b)(9) Claims, a 503(b)(9) Claimant may refuse to supply new orders if the Debtors do not timely pay the 503(b)(9) Claims. Such refusal would negatively affect the Debtors' estates and would be highly disruptive to the Debtors' chapter 11 process, including any going-concern sale. 503(b)(9) Claimants, if not timely paid, could also demand payment in cash on delivery, which could put unnecessary strain on the Debtors' liquidity. Addressing these demands would be both time-consuming and value-

destructive, especially since 503(b)(9) Claims are already expected to be paid in full as administrative expenses.

22. In light of the above, the Debtors seek authorization, but not direction, to pay all or part of particular 503(b)(9) Claims on a case-by-case basis in the reasonable exercise of their business judgment to the extent necessary to preserve estate value. Any payment will be subject to, and in compliance with, any Financing Order, the related financing and cash collateral documentation, and any budget thereunder. No aggregate dollar estimate or separate monetary allocation is sought for 503(b)(9) Claims, and the requested authority neither earmarks funds nor represents that funds are available or committed for such claims. Before making any payment on account of a 503(b)(9) Claim, the Debtors shall provide at least five (5) business days' advance written notice to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, identifying the proposed payee, amount, and basis for payment and its compliance with any Financing Order and any budget thereunder. If either notice recipient objects within that period, the Debtors shall not make the disputed payment absent further order of the Court. Importantly, the Debtors do not seek to accelerate or modify existing payment terms with respect to the 503(b)(9) Claims. Any payments the Debtors elect to make pursuant to this authority will be made as such claims come due in the ordinary course of business, provided that such claimants make commercially reasonable efforts to maintain or restore Customary Trade Terms (as defined herein).

**V. Lien Claims.**

23. The Debtors regularly transact business with a number of third parties—including commercial common carriers, air and ocean freight forwarders and consolidators, customs brokers, warehousers, and other third-party logistics providers—that transported, cleared through customs, and stored the Debtors' retail merchandise, packaging materials, and other inventory as such

property moved from overseas manufacturing and sourcing locations to the Debtors' distribution centers and retail stores (collectively, the "Lien Claimants"). Certain Lien Claimants may remain in possession of such property on account of shipments and storage arrangements that were unpaid as of the Petition Date. Under applicable non-bankruptcy law, the Lien Claimants have, or may in the future assert, shipper's, warehouse, possessory, or other similar liens against the Debtors' property in their possession and, if unpaid, may refuse to release such property, may continue to accrue storage, demurrage, and related charges against it, and may ultimately seek to sell it to satisfy their claims.

24. Under the laws of most states and certain foreign laws, these parties will, in certain circumstances, have a lien on property in their possession that secures the charges or expenses incurred in connection with the transportation or storage of goods or the supply of labor (the "Lien Claims").[4] Thus, if the Lien Claims are not satisfied, the Lien Claimants may refuse to release the Debtors' property, thereby disrupting the Debtors' operations and, ultimately, harming the Debtors' estates.

25. To the extent any Lien Claimant has perfected a lien on any of the Debtors' property or, in the Debtors' judgment, could assert and perfect a lien on any such property, it is imperative that the Debtors be authorized to pay such Lien Claimants, regardless of whether their claims arose prior to or after the Petition Date. Such payment will secure the release of any such lien and the Debtors' continued uninterrupted access to the goods and services provided by the Lien Claimants. As a specialty retailer, the Debtors' ability to generate revenue depends on a consistent and

[4] For example, section 7-307 of the Uniform Commercial Code provides, in pertinent part, that a "carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier's receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law." *See* U.C.C. § 7-307(a) (2005).

uninterrupted flow of merchandise from their sourcing locations through their distribution centers to their retail stores and digital storefronts; any disruption in that flow—even a brief one—would directly impair the Debtors' ability to stock their stores and serve their customers. Moreover, the value of the assets in the possession of the Lien Claimants generally exceeds the value of their respective prepetition claims. The refusal of Lien Claimants to deliver or return the Debtors' goods as a result of not being paid would severely disrupt the Debtors' administration of these chapter 11 cases and could potentially cost the Debtors a substantial amount of value for the Debtors' estates. The Debtors' ability to maintain access to goods and services is critical to the continued viability of the Debtors' business operations and administration of these chapter 11 cases.

26. In light of the above, the Debtors seek entry of the Interim Order and Final Order granting them authorization to make payments, but not direction, in their sole discretion and business judgment, on account of the Lien Claims estimated at approximately $6,500,000, all of which is due or will become due during the Interim Period and is requested to be made available upon entry of the Interim Order, subject to the allocation flexibility described herein and, in all respects, any Financing Order and any budget thereunder.

## VI. The Outstanding Orders.

27. Prior to the Petition Date and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (the "Outstanding Orders"). In the mistaken belief that they would be general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition—potentially disrupting the Debtors' ongoing business operations and requiring the Debtors to expend substantial time and effort in issuing such substitute orders. As set forth in greater detail below, because the Outstanding Orders are likely

characterized as administrative expenses of the Debtors' estates, the Debtors request that the Court confirm the administrative expense priority of all undisputed obligations of the Debtors arising from the acceptance of goods subject to the Outstanding Orders pursuant to section 503(b) of the Bankruptcy Code and authorize the Debtors to pay amounts due on account of Outstanding Orders in the ordinary course of business.

## Basis for Relief Requested

### I. The Court Should Grant the Relief Requested in this Motion Pursuant to Sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code.

28. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations, including payments to critical vendors and lien claimants, where necessary to protect and preserve the estate. *See, e.g.*, *Czyzewski v. Jevic Holding Corp.*, 580 U.S. 451, 468 (2017) (noting that courts "have approved . . . 'critical vendor' orders that allow payment of essential suppliers' prepetition invoices"); *In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization"); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *In re James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims.

29. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). "In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound

business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also In re Diocese of Camden*, 653 B.R. 722, 741 (Bankr. D.N.J. 2023) ("In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a 'business judgment test.'" (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. at 153)); *In re James A. Phillips*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow a contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a "good business reason" for a proposed transaction under section 363(b) of the Bankruptcy Code). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, an implied duty to "protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

30. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business. *See In re Just for Feet*, 242 B.R. at 824–25. Specifically, the Court may use its equitable power under section 105(a) of the Bankruptcy Code to authorize

payment of prepetition obligations pursuant to the "necessity of payment" rule (also referred to as the "doctrine of necessity"). *In re Ionosphere Clubs*, 98 B.R. at 176.

31. Indeed, the United States Court of Appeals for the Third Circuit recognized the "necessity of payment" doctrine in *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981). The Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor. *Id.* (stating courts may authorize payment of prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (noting that the necessity of payment doctrine permits "immediate payment of claims of creditors where those creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims shall have been paid"); *In re Just for Feet*, 242 B.R. at 824–25 (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to continued operation of business); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (same); *In re Motor Coach Indus. Int'l, Inc.*, No. 08-12136-BLS, 2009 WL 330993, at *2 n.5 (D. Del. Feb. 10, 2009) (describing the doctrine of necessity as "a general rubric for the proposition that a court can authorize the payment of prepetition claims if such payment is essential to the continued operation of the debtor"). At least one court has recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the preplan satisfaction of a prepetition claim." *In re CoServ*, 273 B.R. at 497.

32. The Debtors have a sound business purpose for the relief requested herein. The authority to honor unpaid, prepetition Trade Claims in the initial days of these chapter 11 cases, without disrupting the Debtors' operations, will facilitate the Debtors' continued operations and allow the Debtors to efficiently administer these chapter 11 cases.

33. The resulting harm to the Debtors' estates far outweighs the costs associated with paying the Debtors' prepetition obligations to the Trade Claimants. As discussed, if the Debtors do not pay Trade Claims, Trade Claimants may simply refuse to do business with the Debtors unless and until they receive payment on account of their prepetition claims, or take other precipitous actions against the Debtors based on the incorrect belief they are not bound by the automatic stay. As a result, the Debtors would be unable to procure necessary services that support the core functions of their business, potentially causing the Debtors to fail or delay providing services to their customers, or harm their going-concern sale efforts. Thus, the Debtors' other creditors will be no worse off, and likely fare better, if the Debtors are empowered to negotiate such payments to achieve a smooth transition into chapter 11 with minimal disruption to their operations. As such, the Debtors believe the relief sought in this Motion will not burden the Debtors but will help them maximize the value of their estates, and that for the reasons set forth herein, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Trade Claims.

34. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re LIV Golf New Jersey LLC*, 26-20189 (MBK) (Bankr. D.N.J. Oct. 8, 2026) (authorizing payment of certain prepetition foreign vendor claims and lien claims on a final basis); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing payment of certain prepetition trade claims on a final basis); *In re Multi-Color Corp.*, No. 26-10910 (MB) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Jul. 3, 2025) (authorizing payment of prepetition trade claims); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Invitae*

*Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023) (same).[5]

## II. The Court Should Authorize the Payment of Claims Entitled to Priority Pursuant to Section 503(b)(9) of the Bankruptcy Code.

35. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for "the value of any goods received by the debtor within twenty days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." 11 U.S.C. § 503(b)(9). Any 503(b)(9) Claim must be paid in full for the Debtors to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). Consequently, payment of such claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan. Moreover, the timing of such payments lies squarely within the Court's discretion. *See In re Glob. Home Prods., LLC*, No. 06-10340 (KG), 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that "the timing of the payment of that administrative expense claim is left to the discretion of the Court"). Here, if the Debtors do not make payment on 503(b)(9) Claims on a case-by-case basis and subject to any budget pursuant to any Financing Order at the outset of these chapter 11 cases—which permits payment before plan confirmation without modifying existing contractual payment terms—the Debtors could be denied access to the goods necessary to maintain the Debtors' operations and maximize the value of the Debtors' estates, which could negatively impact their going-concern sale efforts. Moreover, the Bankruptcy Code does not prohibit a debtor from paying such claims prior to confirmation. As administrative claims incurred in the ordinary course of business, the Debtors believe they may pay such claims

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

in accordance with their reasonable business judgment pursuant to section 363(c)(1) of the Bankruptcy Code. *See, e.g.*, Transcript of Hearing held on October 31, 2006, at 49, *In re Dura Auto. Sys., Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. Nov. 6, 2006) ("THE COURT: I think arguably the debtor could pay its 503(b)(9) claimants without court approval."). Again, the timing of such payments lies squarely within the Court's discretion. *See In re Glob. Home Prods., LLC*, 2006 WL 3791955, at *3.

36. For these reasons, courts in this district have regularly authorized the payment of claims arising under section 503(b)(9) of the Bankruptcy Code in the ordinary course of business. *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing payment of 503(b)(9) claims on a final basis); *In re Multi-Color Corp.*, No. 26-10910 (MB) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Jul. 3, 2025) (authorizing payment of 503(b)(9) claims on an interim basis); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 8, 2023) (same).

## III. The Court Should Authorize the Payment of Lien Claims.

37. Certain Lien Claimants may be entitled under applicable non-bankruptcy law to assert certain possessory liens on the Debtors' goods or equipment in their possession (notwithstanding the automatic stay under section 362 of the Bankruptcy Code) in an attempt to secure payment of their prepetition claims. Under section 362(b)(3) of the Bankruptcy Code, the act of perfecting such liens, to the extent consistent with section 546(b) of the Bankruptcy Code,

is expressly excluded from the automatic stay.[6] 11 U.S.C. § 362(b)(3). As a result, the Debtors anticipate that certain Lien Claimants may assert or perfect liens, refuse to turn over goods in their possession, or stop performing their ongoing obligations. Even absent a valid lien, to the extent that certain Lien Claimants have possession of the Debtors' goods and materials, mere possession or retention would disrupt the Debtors' operations.

38. Additionally, pursuant to section 363(e) of the Bankruptcy Code, the Lien Claimants may be entitled to adequate protection of a valid possessory lien to the extent that the Debtors use or sell the estate property against which a Lien Claim is asserted. Given that the value of such property will generally far exceed the value of the related Lien Claim, creditors will not be harmed—and, in fact, will be benefited—by the satisfaction of certain amounts owed to the Lien Claimants. Those payments will facilitate the use and/or sale of estate property against which liens may otherwise be asserted, helping to preserve the going-concern value of the Debtors' business and enabling the Debtors to smoothly transition into chapter 11.

39. For these reasons, courts in this district have authorized the payment of prepetition lien claims under similar circumstances in recent chapter 11 cases. *See, e.g., In re LIV Golf New Jersey LLC*, 26-20189 (MBK) (Bankr. D.N.J. Oct. 8, 2026) (authorizing payment of certain lienholder claims on a final basis); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 2, 2026) (same); *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 10, 2026) (same); *In re Del Monte Foods Corp. II*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Thrasio*

[6] *See* 11 U.S.C. § 546(b)(1)(A) (providing that a debtor's lien avoidance powers "are subject to any generally applicable law that . . . permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection").

*Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Mar. 1, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Jan. 24, 2024) (same). Accordingly, for the reasons set forth herein, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Lien Claims.

**IV. Customary Trade Terms Condition.**

40. Subject to the Court's approval, the Debtors intend to pay the Trade Claims only to the extent necessary to preserve the value of their estates. To that end, in return for paying a portion of the Trade Claims, the Debtors propose that they be authorized to require the Trade Claimants to provide favorable trade terms for the postpetition procurement of their goods and services.

41. The Debtors seek authority, but not direction, to condition payment of the Trade Claims upon each Trade Claimant's written agreement (including in writing, at the Debtors' discretion) to continue—or resume—supplying such products and services to the Debtors in accordance with trade terms (including credit limits, discounts, pricing, timing of payments, availability, and other terms) that are at least as favorable to the Debtors as those in place during the twelve (12) months prior to the Petition Date, or as otherwise agreed to by the Debtors in their discretion and reasonable business judgment (the "Customary Trade Terms"), and, additionally, to support (and not take any action adverse to) the Debtors' restructuring process (including any proposed sale or chapter 11 plan proposed in these cases). The Debtors reserve the right to require additional favorable trade terms with any Trade Claimant as a condition to payment of any Trade Claim. The Debtors also seek authorization to require, at their discretion, that the Customary Trade Terms be commemorated in writing, including by email or through a trade agreement, as a condition to payment, the form of which is attached to the Interim Order as Exhibit 1 the (the "Form Trade Agreement").

42. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (approving customary trade terms and form of trade agreement on an interim basis); *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (approving customary trade terms and form of trade agreement on an interim basis); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (same). Accordingly, the Debtors submit that the Court approve the Customary Trade Terms and the Form Trade Agreement and should authorize the Debtors to condition payment of Trade Claims upon a Trade Claimant's written agreement to the Customary Trade Terms in the ordinary course of business.

## V. The Court Should Confirm that Outstanding Orders are Administrative Expense Priority Claims and that Payment of Such Claims is Authorized.

43. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are administrative expense priority claims because they benefit the estate postpetition. *See* 11 U.S.C. § 503(b)(1)(A) (providing that the "actual [and] necessary costs and expenses of preserving the estate" are administrative expenses); *see also In re John Clay & Co.*, 43 B.R. 797, 809–10 (Bankr. D. Utah 1984) (holding that goods ordered prepetition but delivered postpetition are entitled to administrative priority). Thus, granting the relief sought herein with respect to the Outstanding Orders will not afford such claimants any greater priority than they otherwise would have absent such relief and will not prejudice any other party-in-interest.

44. Absent such relief, however, the Debtors may be required to expend substantial time and effort reissuing the Outstanding Orders to provide certain suppliers with assurance of such administrative priority. The attendant disruption and delay to the continuous and timely flow

of critical inventory and merchandise and other goods to the Debtors would force the Debtors to potentially halt operations, disrupt the Debtors' business, and lead to a loss of revenue, all to the detriment of the Debtors and their creditors.

45. Courts in this district have granted relief similar to the relief requested herein in other chapter 11 cases. *See, e.g., In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (granting administrative expense priority to undisputed obligations on account of outstanding orders on an interim basis); *In re Multi-Color Corp.*, No. 26-10910 (MBK) (Bankr. D.N.J. Feb. 2, 2026) (same); *In re Pretium Packaging L.L.C.*, No. 26-10896 (CMG) (Bankr. D.N.J. Jan. 30, 2026) (same); *STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 14, 2026) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (granting administrative expense priority to undisputed obligations on account of outstanding orders on a final basis); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 20, 2023) (same). Accordingly, the Debtors submit that the Court should confirm the administrative expense priority status of the Outstanding Orders and should authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

**Processing of Checks and Electronic Fund Transfers Should Be Authorized**

46. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those

relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

**The Requirements of Bankruptcy Rule 6003(a) Are Satisfied**

47. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one (21) days after the Petition Date to the extent that "relief is needed to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(a). As set forth in this Motion, an immediate and orderly transition into chapter 11 is critical to the viability of the Debtors' operations. Failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and cause immediate and irreparable harm. The requested relief is necessary for the Debtors to operate their business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "needed to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003(a), and the Court should grant the requested relief.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

48. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

**Reservation of Rights**

49. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity

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

**Final Hearing**

50. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

**No Prior Request**

51. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

52. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank.*]

**WHEREFORE**, the Debtors request that the Court enter Interim and Final Orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

*/s/ Michael D. Sirota*

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**Exhibit A**

**Proposed Interim Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

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

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

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

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

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

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

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

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

2. The Final Hearing on the Motion will be held on _____**, 2026 at** _____ **(Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before _____**, 2026 at 4:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com),

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit 1**

**Form Trade Agreement**

# TRADE CLAIMANT LETTER AGREEMENT

**NOTWITHSTANDING ANY PROVISION HEREIN, THE DEBTORS AND VENDOR ACKNOWLEDGE AND AGREE THAT THIS TRADE CLAIMANT LETTER AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF VOTES FOR THE ACCEPTANCE OF A PLAN OF REORGANIZATION FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEBTORS:**

By_____
Name_____
Its_____

**[●]:**

By_____
Name_____
Its_____

**Exhibit B**

**Proposed Final Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

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

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

The relief set forth on the following pages, numbered three (3) through twelve (12), is **ORDERED**.

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

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

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

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

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

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

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

4. The Debtors are authorized, but not directed, in their discretion in the ordinary course of business and the reasonable exercise of their business judgment, consistent with prepetition practices to honor, pay all or part of, and otherwise satisfy and discharge, on a case-by-case basis, the Trade Claims, subject, in the case of Foreign Vendor Claims and 503(b)(9) Claims, to paragraph five (5) below, without further order of the Court; *provided* that, as a condition to payment of any Lien Claim, the Debtors may require that the applicable Lien Claimant release any lien securing such Lien Claim and, to the extent such lien has been perfected, take all actions reasonably necessary to evidence the release of such lien. Subject in all respects to any Financing Order and any budget thereunder, the estimated allocations between Critical Vendor Claims and Lien Claims do not constitute separate category limits. To the extent permitted any Financing Order and any budget thereunder, the Debtors may apply amounts not required for Lien Claims to Critical Vendor Claims, and vice versa, without further order of the Court, provided that aggregate payments remain within the applicable combined amount permitted thereunder. Nothing herein modifies any Financing Order or any budget thereunder or increases the aggregate amount available. No claim may be paid more than once because it falls within more than one Trade Claim category.

5. Notwithstanding the general authorization to pay Trade Claims in this Final Order, the Debtors are authorized, but not directed, to pay particular Foreign Vendor Claims and

503(b)(9) Claims on a case-by-case basis to preserve estate value, subject to any Financing Order, Financing Order documentation, and any budget thereunder. Before making any Foreign Vendor Claim payment or 503(b)(9) Claim Payment, the Debtors shall provide at least five (5) business days' advance written notice to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, identifying the proposed payee, amount, and basis for payment and its compliance with any Financing Order and any budget thereunder. If no written objection to such notice is filed with the Court and served on the Debtors within five (5) business days, the proposed Foreign Vendor Claim payment or 503(b)(9) Payment shall be deemed authorized under this Final Order without further order of the Court and paid.

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

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

8. The Debtors are authorized, but not directed, to condition the payment of any Trade Claim upon the applicable Trade Claimant's written agreement (e-mail being sufficient) (a) to continue or recommence providing goods and/or services to the Debtors in accordance with the Customary Trade Terms at least as favorable to the Debtors as those in place during the twelve

months prior to the Petition Date, or as otherwise agreed by the Debtors in their reasonable business judgment, (b) that such Trade Claimants shall not cancel any contract or agreement pursuant to which they provide goods or services to the Debtors, and (c) to support (and not take any action adverse to) the Debtors' restructuring process (including any proposed sale or chapter 11 plan proposed in these cases). The Debtors reserve the right to require additional favorable terms with any Trade Claimant as a condition to payment of any Trade Claim.

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

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

payment of claims, or otherwise.

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

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

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

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

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

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

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

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

18. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final Order, including the following information: (a) the names of the payee; (b) the amount of the payment; (c) the category or type of payment; (d) the total amount of the claim; (e) the date of payment; and (f) whether the payee has agreed in writing to the Customary Trade Terms. The Debtors shall provide a copy of such matrix/schedule to (a) the U.S. Trustee, (b) counsel to any statutory committees appointed in these chapter 11 cases, (c) Choate, Hall & Stewart LLP, counsel to the Prepetition ABL Agent, (d) Morgan, Lewis & Bockius LLP, counsel to the Prepetition Term Loan Agent, and (e) Wollmuth Maher & Deutsch LLP, counsel to Mithaq Capital SPC as of fourteen (14) calendar days after entry of this Final Order, and as of the last day of each calendar month thereafter. Each such report shall be delivered within seven (7) calendar days after the relevant measurement date.

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

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

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

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

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

**Exhibit 1**

**Form Trade Agreement**

# TRADE CLAIMANT LETTER AGREEMENT

**NOTWITHSTANDING ANY PROVISION HEREIN, THE DEBTORS AND VENDOR ACKNOWLEDGE AND AGREE THAT THIS TRADE CLAIMANT LETTER AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF VOTES FOR THE ACCEPTANCE OF A PLAN OF REORGANIZATION FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR OTHERWISE. ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE.**

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

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

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

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

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

6. Nevertheless, given the importance of the Company's relationship with Vendor and without waiving any rights to assert the applicability of the automatic stay, the Debtors have agreed to designate Vendor as a Trade Claimant pursuant to the Order for a portion of Vendor's prepetition claim, subject to Vendor's written agreement to the terms outlined in this Letter Agreement (the "Terms") which modify, in part, the terms of the Prepetition Agreement. Upon execution of this Letter Agreement, the Debtors shall issue (i) postpetition payments of $[●] owed to Vendor for billed postpetition balances due on account of goods shipped from the Petition Date through [●] within ten (10) business days of the Parties'

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

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

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

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

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

iii. not to separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim (other

than the Payment) pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Letter Agreement;

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

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

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

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

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

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

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

**DEBTORS:**

By_____
Name_____
Its_____

**[●]:**

By_____
Name_____
Its_____

# TAB L

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

Joshua Foster

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

**WHITE & CASE LLP**
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

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

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

## Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "Interim Order" and "Final Order"): (a) authorizing, but not directing, the Debtors to assume and perform under that certain Consulting Agreement, dated as of November 3, 2026, made by and among The Children's Place, Inc., collectively with its subsidiaries other than TCP Brands, LLC and GYM-IPCO, LLC (collectively, the "Merchant"), on the one hand, and Tiger Capital Group, LLC ("Tiger Capital"), SB360 Capital Partners, LLC ("SB360"), and GA Retail Solutions, LLC ("GA") (each a "Consultant Party" and collectively, the "Consultant" and, together with the Merchant, each a "Party" and collectively, the "Parties"), on the other hand (as may be amended and supplemented from time to time), a copy of which is attached as Exhibit 1 to the Interim and Final Orders (the "Consulting Agreement"); (b) authorizing and approving the conduct of store closing sales pursuant to the Consulting Agreement and in accordance with the terms of the U.S. sale guidelines attached as Exhibit D-1 to the Consulting Agreement (the "U.S. Sale Guidelines") and the Canadian sale guidelines attached as

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration or Consulting Agreement, as applicable.

Exhibit D-2 to the Consulting Agreement (the "Canadian Sale Guidelines," and together with the U.S. Sale Guidelines, the "Sale Guidelines") at the Merchant's retail stores in the United States and Canada (the stores located in the U.S. under the Consulting Agreement, the "U.S. Closing Stores," and the stores located in Canada under the Consulting Agreement, the "Canadian Closing Stores," and together, the "Closing Stores"), which store closing sales shall include the sale of inventory currently held at the Debtors' distribution center, warehouses, and storage facilities included in the Sale thereunder (the "Warehouses"), sales made through the Merchant's e-commerce site (the "E-Commerce Platform") and through certain wholesale marketplaces, with sales of Store Closure Assets (as defined herein) made free and clear of all liens, claims, and encumbrances, or other interests (collectively, "Encumbrances") because one or more of the standards set force in section 363(f)(1)–(5) of the Bankruptcy Code have been satisfied and all such Encumbrances will attach to the proceeds from such sales with the same validity and priority and to the same extent and in the same amount that any such Encumbrances had immediately prior to the sale (collectively, the "Sales" or "Store Closings"); (c) approving modifications to certain customer programs at the Closing Stores, including programs related to the acceptance of gift cards; and (d) granting related relief. In addition, the Debtors request that the Court schedule a final hearing on this Motion within twenty-five (25) days after the Petition Date (as defined herein).

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent

of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 363, 365, and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002(a), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-2 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "Bankruptcy Local Rules").

**Background**

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated

## I. The Store Closings.

7. As further described in the First Day Declaration, the Debtors have recently faced a challenging commercial environment. Specifically, the Debtors have faced significant headwinds in the last few years, including declining customer demand in the value-oriented children's apparel segment, persistent cost inflation, elevated tariffs on imported goods, and intensified competitive and promotional pressure from both traditional retailers and e-commerce entrants. These pressures have driven a sustained decline in net sales and profitability.

8. Prior to the Petition Date, with the help of its investment banker Cascadia, the Debtors ran an extensive sales process that explored several value-maximizing transactions.[3] This process continues and the Debtors are in advanced discussions with various parties regarding a variety of transaction structures, including various transactions involving the Debtors' intellectual property, retail footprint, and real estate assets (or a combination of the foregoing), however, the Debtors, in their business judgment, decided in late October that initiating store closing sales in early November – to limit expenses and to capture the full extent of the holiday season – was in the best interest of the estates. On November 3, 2026, the Debtors executed the Consulting Agreement with the Consultant with the support of their prepetition secured lenders so that they could begin store closing sales at all of their remaining store locations, while maintaining the flexibility under the Consulting Agreement to pivot to a going-concern sale for some or all of the stores and related assets if a viable bidder emerges. Subject to a three-day prior notice period to Consultant, the Debtors may pause or discontinue Store Closings at such stores that become subject

[3] This marketing process and the contemplated post-petition sales process is described in further detail in the First Day Declaration and *Debtors' Motion for Entry of an Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* filed concurrently herewith.

to such a sale pursuant to the terms of the Consulting Agreement. Store Closings commenced on November 6, 2026 and are expected to continue throughout these chapter 11 cases absent a going-concern sale of some or all of the Company's remaining stores and assets. Pursuant to the terms of the Consulting Agreement, the Consultant is currently liquidating any remaining Debtor-owned inventory and will liquidate furniture, fixtures, and equipment ("FF&E") at the Closing Stores. The proceeds and eventual labor cost savings from these Store Closings are expected to provide the Debtors with much needed liquidity and will help fund the administrative costs and creditor recoveries in these chapter 11 cases.

9. The Debtors propose to pursue Sales in Canada as well. Debtor The Children's Place, Inc., in its capacity as proposed foreign representative, will shortly commence an ancillary proceeding in Canada (the "Canadian Proceedings") on behalf of the Debtors' estates under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to seek recognition of these chapter 11 cases as a "foreign main proceeding" under the applicable provisions of the CCAA in order to, among other things, (a) protect the Debtors' assets and operations in Canada and obtain a stay of proceedings with respect to landlords and other creditors that may have remedies in connection with the Debtors' chapter 11 filing, and (b) support a potential going-concern sale. The Debtors will also seek recognition of the Interim Order and the Final Order by the Canadian Court in the Canadian Proceedings pursuant to section 49 of the CCAA.

## II. The Consultant.

10. The Debtors retained the Consultant pursuant to the Consulting Agreement to conduct the Store Closings and Sales. The Consultant has significant expertise and experience in

this capacity in both in- and out-of-court store closing sales for businesses, merchandise, furniture, fixtures and equipment, and store operations that are substantially similar to those of the Debtors.

11. The Debtors hired the Consultant after careful consideration of available alternatives and in consultation with their advisors and restructuring committee. Based on their limited liquidity and lack of actionable going concern bids obtained through the prepetition marketing process, the Debtors concluded in their business judgment that (a) the services of the Consultant are necessary (i) for a seamless and efficient large-scale closing process, as contemplated by this Motion and the Consulting Agreement, and (ii) to maximize the value of the saleable inventory located in the Closing Stores and the Warehouses (as defined in the Consulting Agreement, the "Merchandise") and the associated FF&E (Merchandise and FF&E, collectively, the "Store Closure Assets"), and (b) the Consultant is qualified and capable of performing the required tasks set forth in the Consulting Agreement in a value-maximizing manner. The Consultant should be allowed to continue its work as described herein uninterrupted in the efficient, controlled manner contemplated in the Consulting Agreement that will maximize value for the Debtors' estates.

12. Assumption of the Consulting Agreement will allow the Debtors to continue the Store Closings across their lease portfolio which is critical for the Debtors to efficiently administer their estates during the pendency of these chapter 11 cases.

## III. The Consulting Agreement.

13. Pursuant to the Consulting Agreement, the Consultant will serve as an independent consultant to the Debtors in connection with the sale of the Store Closure Assets.[4] The chart below summarizes the material terms of the Consulting Agreement.[5]

| TERM | CONSULTING AGREEMENT |
|---|---|
| **Services Provided by Consultant** | 2.1 Merchant hereby retains Consultant and Consultant hereby agrees to serve as an independent consultant to Merchant to conduct the Sale and provide the other services, in each case as set forth herein. With respect to the Sale, Consultant shall serve as Merchant's sole and exclusive consultant relative thereto throughout the Sale Term, it being understood, for the avoidance of doubt, that the foregoing shall not preclude Merchant and its affiliates from selling any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon independently from Consultant prior to the Bankruptcy Case filing (or following the filing of the Bankruptcy Case, (a) with the consent of the [Prepetition Agents] (it being understood and agreed that such consent shall be deemed to have been given if the [Prepetition Agents] have not affirmatively rejected such terms within 48 hours of receipt of such terms) or (b) in the event that the board of directors of The Children's Place, Inc. determines in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law), and provided that such exclusivity is consistent with Merchant's obligations under its other contracts in effect as of the date hereof, including (i) the Distribution and License Agreement between The Children's Place Services Company, LLC ("TCPSC") and Children's Apparel Network Ltd. dated November 19, 2025 (as amended) and (ii) the Authorization Letter between TCPSC and Network 360 Global, Inc. dated October 31, 2025 (and all related agreements thereunder). Following the filing of the Bankruptcy Case, Consultant shall not sell any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon without first obtaining the prior written consent of the [Prepetition Agents] (as defined herein) to the economic terms of such sale (it being understood and agreed that such consent shall be deemed to have been given if the [Prepetition Agents] have not affirmatively rejected such terms within 48 hours of receipt of such terms).<br><br>2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, Consultant shall provide Merchant with the following Services with respect to the conduct of the Sale, using commercially reasonable efforts to maximize the Gross Proceeds and complying at all times with the Sale Guidelines, applicable law, court orders and, in each case, subject to any further directions with respect to the Sale given by Merchant at any time until the end of the Sale Term: |

[4] The Consultant has informed the Debtors that it has syndicated the Consulting Agreement to Hilco Merchant Resources, LLC and Gordon Brothers Retail Partners, LLC pursuant to section 12.6 of the Consulting Agreement, such that the term "Consultant Party" shall be deemed to apply to each such party and the term "Consultant" shall be deemed to include such party.

[5] The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects. Capitalized terms used but not defined in the following summary shall have the meaning ascribed to them in the Consulting Agreement.

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| | (a) provide qualified, full-time Supervisors to assist Merchant in conducting the Sale as further described in Section 2.3 below;<br><br>(b) oversee the Sale of the Merchandise from the Stores and the Warehouses, which for the avoidance of doubt shall, to the extent requested by Merchant, include the effectuation of the Sale through e-commerce channels in accordance with Section 16 hereof;<br><br>(c) recommend and implement appropriate advertising to effectively sell the Merchandise during the Sale Term, consistent with the applicable sale theme agreed to with Merchant;<br><br>(d) recommend appropriate pricing, display and discounting of Merchandise, as well as recommend appropriate staffing levels for the Stores (including Store Employees), in each case subject to Merchant's prior approval;<br><br>(e) assist Merchant in connection with loss prevention, as appropriate;<br><br>(f) determine the applicable permits and governmental approvals necessary to conduct the Sale, and work with Merchant to obtain each in a timely and orderly fashion and prepare or cause to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant within the Consultant Expense Budget or a supplemental budget approved by Merchant in advance;<br><br>(g) maintain the confidentiality of all non-public information regarding Merchant received by Consultant or any representative thereof under or in connection with this Agreement (all of which is agreed to constitute "Confidential Information" for purposes of the Applicable Confidentiality Agreement (as defined below)) in accordance with the provisions of the applicable confidentiality agreements, dated October 6, 2026 with GA Retail Solutions, LLC, October 7, 2026 with Tiger Capital Group, LLC and October 8, 2026 with SB360 Capital Partners, LLC, each signed by The Children's Place, Inc. on the one hand, and the applicable Consultant Party on the other hand (each, an "**Applicable Confidentiality Agreement**"), each of which shall survive this Agreement. Without limiting the generality of the foregoing, Consultant shall use Merchant's and customer data solely for the Services, maintain reasonable security safeguards, promptly notify Merchant of unauthorized access or disclosure, and return Merchant's data and customer data on request or conclusion of the Sale, subject to confidential archival retention required by law or for reconciliation, and shall comply with all applicable privacy laws in respect of any personal information of Merchant's customers or employees; provided that, notwithstanding anything herein to the contrary, Consultant shall not, to the extent practicable under the circumstances and permitted under applicable laws, have access to customer personal identifiable information; and<br><br>(h) provide, for no additional consideration, such other related services deemed necessary or prudent by Merchant and Consultant, acting reasonably, under the circumstances giving rise to the Sale.<br><br>2.3 In connection with the Sale, Consultant shall directly retain and engage the Supervisors. Each Supervisor shall be an independent contractor engaged by Consultant and not be and shall not be deemed to be an employee or agent of Merchant in any manner whatsoever; and it is understood and agreed that no Supervisor shall have or be deemed to have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for any Supervisor. In consideration of Consultant's engagement of the Supervisors, Merchant shall pay Consultant, as a Sale Expense, the budgeted amounts for Supervisors' services, out-of- |

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| | pocket travel costs and deferred compensation based on the results of the Sale (collectively, the "**Supervisor Costs**"), which amount shall not exceed the amount budgeted therefor in the Consultant Expense Budget without the prior written consent of Merchant. |
| **Term of Sale** | 1.7 "Sale Term" shall mean, with respect to each Store, Warehouse and the E-Commerce Platform, the period of time beginning with the Sale Commencement Date and ending on such Store, E-Commerce Platform or Warehouse's Sale Termination Date.<br><br>1.8 "Sale Termination Date" shall mean February 28, 2027, unless (i) an earlier date is notified by Merchant to Consultant or (ii) such date is extended by agreement among Merchant, Consultant and the [Prepetition Agents] (it being understood that any additional Sale Expenses beyond the Consultant Expense Budget arising from an extension of the Sale Term shall be subject to mutual agreement). |
| **Expenses of Consultant** | 3.1 In connection with the Sale, Merchant shall be responsible for the payment of all expenses incurred in operating the Stores, the E-Commerce Platform and the Warehouses and conducting the Sale, including all Sale Expenses (to the extent included in the Consultant Expense Budget), subject to Section 15. All Sale Expenses shall be set forth on the Consultant Expense Budget which may only be amended with mutual agreement of Consultant and Merchant. Any Sale Expenses incurred by Consultant in excess of the Consultant Expense Budget without the prior written consent of Merchant shall be the sole responsibility of Consultant. Consultant shall not be entitled to any reimbursement from Merchant of any costs or expenses incurred under or in connection with this Agreement that is not included in the Consultant Expense Budget (which such reimbursements shall be limited to the amounts set forth in the Consultant Expense Budget).<br><br>3.2 As an advance against Sale Expenses and to secure payment of the same, upon execution of this Agreement, Merchant shall pay Consultant a deposit towards the Consultant Expense Budget in the amount of $3,140,000 (the "**Deposit**"), which shall be applied against Sale Expenses, the FF&E Fee, the FF&E Expenses or the Base Fee (as defined below) at the end of the Sale Term with respect to all Stores, Warehouses and the E-Commerce Platform and to the extent not expended shall be returned to the Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree. |
| **Compensation for Consultant** | 4.1 Consultant shall be entitled to a base fee equal to two and one-half percent (2.5%) of the Gross Proceeds generated from the sale of the Merchandise through the Stores and Warehouses (including to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant but excluding for the avoidance of doubt Amazon or any other e-commerce channels operated independently from Consultant) during the Sale (the "**Base Fee**"); provided, however that notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Consultant be entitled to earn any Base Fee with respect to merchandise, furniture, fixtures (trade or other) and/or equipment that is sold through Amazon (whether sold through Consultant's efforts or otherwise) pursuant to purchase orders placed before the filing of the Bankruptcy Case (and the same shall be deemed not to be "Merchandise"). The Base Fee due to Consultant shall be paid weekly from the proceeds of the Sale after it is earned as provided below. For the avoidance of doubt, no Base Fee is payable on assets that do not constitute Merchandise or which are otherwise withdrawn from the Sale or are otherwise sales outside the Stores or the Warehouses (or to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant), and any disposition or sale of (or fees or consideration for the disposition or sale of) accounts receivable, intellectual property or real estate (or the provision of real estate services), if any, would require a separate written agreement with Merchant. |

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| **Conduct of Sale; Other Sale Matters** | 2.6 With respect to the Stores, Warehouses and (solely after November 7, 2026) E-Commerce Platform, Consultant may advertise the Sale as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale; provided, that prior to November 7, 2026, Consultant may only advertise the Sale as conducted through the E-Commerce Platform as an "inventory blowout" or similar themed sale and not for the avoidance of doubt as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale. Notwithstanding anything to the contrary in this Agreement or in the Sale Guidelines, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage, including any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through the E-Commerce Platform) shall be subject to the reasonable approval in advance of Merchant.<br><br>14.1 Consultant shall sell the furnishings, trade fixtures, equipment and improvements to real property owned by Merchant that are located in the Stores, the corporate and other offices of Merchant, and (solely after January 31, 2027) the Warehouses (collectively, "**FF&E**") for Merchant's benefit, for a commission equal to fifteen percent (15%) of the gross proceeds (net of applicable sales and other taxes from the sale of such FF&E (the "**FF&E Fee**"), plus reimbursement of Consultant's actual, reasonable and documented out-of-pocket expenses incurred in connection with the sale of such assets (the "**FF&E Expenses**"), pursuant to a budget established by mutual agreement between Merchant and Consultant, provided that Consultant shall not sell any FF&E necessary for the operation of the E-Commerce Platform or located at the Owned Distribution Center or at any corporate office until Merchant provides its written approval, and shall ensure that FF&E sales with respect to all Stores and Warehouses and the E-Commerce Platform are effected in a manner that is not disruptive to the execution of the Sale. If requested in writing by Merchant, Consultant shall cease any and all FF&E sales as promptly as practicable and in any event within three days. |
| **Insurance Obligations** | 11.1 Merchant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance), consistent with its existing coverage, covering injuries to persons and property in or in connection with Merchant's operation of the Stores and the Warehouses and with respect to the E-Commerce Platform (as applicable), and shall cause Consultant to be an additional insured with respect to all applicable policies. Merchant shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence, willful misconduct or unlawful acts of Consultant or its employees, representatives, agents or Supervisors or Temporary Employees.<br><br>11.2 Consultant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores, and shall cause Merchant to be an additional insured with respect to applicable policies. |

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| **Indemnification by Consultant** | 9.1 Consultant shall indemnify and hold harmless Merchant and its affiliates and its and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Merchant Indemnified Parties**") from and against any and all claims, causes of action, demands, penalties, losses, liability, damage or other obligations, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Losses**"), resulting from or arising out of: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this Agreement or the transactions contemplated hereby; (ii) any claims by any party engaged by Consultant as an employee or independent contractor (including Supervisors) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, or unemployment compensation claims, or claims for harassment or any other unlawful, tortious or otherwise actionable treatment); (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees, contractors, customers or representatives of any Merchant Indemnified Party by Consultant or any of its affiliates, or any of their respective representatives, including any Supervisor ("**Harassment Claims**"); (iv) any consumer warranty or products liability claims relating to Additional Goods; (v) any amounts related to sales taxes for Additional Goods; and (vi) the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale. Notwithstanding anything to the contrary in this Section 9.1, Consultant does not indemnify or hold harmless any Merchant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its affiliates, or its or their respective affiliates' officers, directors, employees, agents or representatives or Merchant's breach of this Agreement. For purposes of this Agreement, "**Losses**" shall exclude (x) punitive or exemplary damages, (y) any damages that are speculative or whose existence or amount cannot be established with reasonable certainty and (z) any indirect, incidental, special or consequential damages (including lost profits) except to the extent reasonably foreseeable as a natural probable consequence of the matter giving rise to the applicable claim, except in case of clause (x) and clause (z) to the extent paid by the applicable indemnified Party in connection with a third party claim. |
| **Indemnification by Merchant** | 10.4 Merchant shall indemnify and hold harmless Consultant and its affiliates and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Consultant Indemnified Parties**") from and against any and all Losses resulting from or arising out of: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this Agreement or the transactions contemplated hereby; (ii) except in respect of Additional Goods, any failure by Merchant to pay when due any sales taxes to the proper taxing authorities, to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof, or to pay any amounts due pursuant to Section 10.1 hereof; (iii) any claims by any party engaged by Merchant as an employee or independent contractor (including Store Employees) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, unemployment compensation claims or claims by employees arising under workers' compensation or the WARN Act), other than (A) Harassment Claims or (B) claims arising from (1) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives (including for the avoidance of doubt any Supervisor or Temporary Employee) or (2) Consultant's breach of this Agreement; (iv) any liability or other claims, including, |

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| | without limitation, any consumer warranty or products liability claims asserted by customers against Consultant or any Consultant Indemnified Party with respect to the Merchandise or FF&E, except claims arising from (A) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives or (B) Consultant's breach of this Agreement; (v) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any employees, contractors, customers or representatives of any Consultant Indemnified Party by Merchant or any of its affiliates, or any of their respective representatives; (vi) the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale; and (vii) any liability or other claims arising out of liens, claims, interests and encumbrances asserted against the Merchandise or FF&E by any third parties. Notwithstanding anything to the contrary in this Section 10.4, Merchant does not indemnify and hold harmless any Consultant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement. |
| **Additional Goods** | 13.1 After the Sale Commencement Date, upon the express prior written consent of Merchant with respect to each applicable Store, Consultant may deliver, at Consultant's sole cost and expense, to any Store certain items of merchandise (the "**Additional Goods**") of like kind and quality to the Merchandise in the Stores to be sold during the Sale. Merchant acknowledges that Consultant may discuss acquiring Additional Goods for the Sale with existing vendors of Merchant as well as Consultant's sources.<br><br>13.2 Consultant and Merchant intend that the transactions relating to the Additional Goods are, and shall be, construed as, a true consignment from Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to the Merchant the Additional Goods Fee (as defined below), at all times and for all purposes the Additional Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Additional Goods or the Additional Goods Proceeds, including the Lenders other than as to the Additional Goods Fee payable to Merchant. The Merchant acknowledges that the Additional Goods shall be consigned to the Merchant as a true consignment under Article 9 of the Uniform Commercial Code. The Lenders shall not be granted any liens on the Additional Goods or the Additional Goods Proceeds (other than the Additional Goods Fee payable to Merchant) in any financing or cash collateral order entered by the Bankruptcy Court.<br><br>13.3 Consultant shall utilize distinct SKUs or other means to distinguish the Additional Goods from Merchandise at the Stores. The process shall be mutually acceptable to the Parties. Merchant shall collect all actual proceeds from sales of Additional Goods ("**Additional Goods Proceeds**") and distribute those proceeds to Consultant, less a fee to Merchant equal to six and one-half percent (6.5%) of Additional Goods Proceeds (the "**Additional Goods Fee**"), and less the applicable sales taxes from sales of Additional Goods, as part of the weekly reconciliation hereunder. Merchant shall collect applicable sales taxes from sales of Additional Goods at the point of sale and Merchant shall have full responsibility for the payment of such sales taxes to the appropriate taxing authorities in accordance with the applicable law, as well as in preparing and processing all reporting forms, certificates, reports and other documentation required in connection with the payment of such taxes.<br><br>13.4 Subject to Merchant's consent, Consultant may make arrangements for the purchase of Additional Goods from Consultant's suppliers of goods as well as |

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| | Merchant's existing suppliers of goods in a manner that is not disruptive to the Sale or Merchant's business relationships with such persons. To assist Consultant in that regard, from and after the date of this Agreement and solely on a non-binding basis without any liability to Merchant in connection therewith, Merchant shall, if requested by Consultant in writing, use Merchant's commercially reasonable efforts to assist Consultant with its efforts to negotiate orders with Merchant's suppliers for goods that Consultant is interested in purchasing as Additional Goods.<br><br>13.5 Immediately following the Sale Termination Date, Consultant shall remove, at its sole cost and expense, the remaining Additional Goods, if any, from the Stores. As part of the Final Reconciliation, Consultant and Merchant shall jointly prepare a final reconciliation of the sale of Additional Goods, consisting of a summary of Additional Goods Proceeds and any sales taxes paid in respect thereto. During the Sale, and until the Final Reconciliation is complete and all obligations under this Agreement have been satisfied, Merchant and Consultant shall have reasonable access to review and audit each other's records with respect to Additional Goods Proceeds and sales taxes related thereto. The Parties shall cooperate in good faith to resolve any disputes regarding such reconciliation. Upon completion of the Final Reconciliation, the Parties shall pay any remaining amounts necessary to give effect to the Additional Goods Fee under Section 13.3.<br><br>13.6. Consultant shall use its reasonable best efforts to ensure that sales of Additional Goods do not cannibalize sales of Merchandise. |

## IV. The Sale Guidelines.

14. The Debtors also seek approval of the Sale Guidelines attached to the Consulting Agreement, which are streamlined procedures to sell the Store Closure Assets. The U.S. Sale Guidelines are substantially similar to sale guidelines approved in other retail bankruptcies in this district. The Debtors also seek approval of the Sale Guidelines to provide newspapers, other traditional advertising media, digital marketplaces, and other digital marketing and advertising platforms in which the Sales may be advertised with comfort that the Debtors are conducting the Sales in compliance with applicable law and with the Court's approval. The Debtors seek interim approval of the Sale Guidelines to allow the continuation and commencement of the Sales at the Closing Stores.

15. The U.S. Sale Guidelines are substantially similar to liquidation sale guidelines that have been approved by this Court and others across the country. The Canadian Sale Guidelines are similar to the U.S. Sale Guidelines, but they have been tailored for relief customary in Canada.

Consistent with the Consulting Agreement, the Canadian Sale Guidelines and the orders of the Canadian Court will govern the Sales at the Canadian Closing Stores and the Warehouses located in Canada upon their approval by the Canadian Court in connection with the recognition of the Interim Order and the Final Order in the Canadian Proceedings.

16. The U.S. Sale Guidelines contain many standard terms. For example, during the Sales, conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final." The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.

17. After discussions with the Consultant and their advisors, the Debtors believe that the Sale Guidelines will provide the best and most efficient means of selling the Store Closure Assets in order to maximize their value to the estates.

**V. Liquidation Sale Laws and Dispute Resolution Procedures.**

18. Certain jurisdictions in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, without limitation, state, provincial, and local laws, statutes, rules, regulations, and ordinances (collectively, the "Liquidation Sale Laws"). The Liquidation Sale Laws may establish licensing, permitting, or bonding requirements, waiting periods, time limits, bulk sale restrictions, and augmentation limitations that would otherwise apply to the Store Closings. Such requirements would hamper the Consultant's ability to sell the Store Closure Assets in an efficient manner necessary to maximize value. Subject to the Court's approval, the Debtors intend to conduct the Store Closings in accordance with the Sale Guidelines, and to the extent such guidelines conflict with the Liquidation Sale Laws, the Sale Guidelines shall control.

19. To resolve any disputes that may arise between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) due to the U.S. Sale Guidelines and

the alleged applicability of any Liquidation Sale Laws in an orderly fashion, the Debtors request that the Court authorize the Debtors to implement the following dispute resolution procedures (the "Dispute Resolution Procedures"), as set forth in the Interim and Final Orders (*provided* that, subject to recognition of the Interim Order and the Final Order by the Canadian Court, the Dispute Resolution Procedures shall not apply with respect to the conduct of the Sales of the Store Closure Assets in Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or the Debtors' property in Canada, and any such disputes shall be resolved by the Canadian Court):

i. Provided that the Sales are conducted in accordance with the Interim Order, any Final Order, and the U.S. Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, provincial, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws (collectively, the "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measure" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in the Interim Order or Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within five business days after entry of the Interim Order, the Debtors will serve by first-class mail copies of the Interim Order, the proposed Final Order, the Consulting Agreement, and the U.S. Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores

(other than the Canadian Closing Stores) as of the date of service (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, the Order, the Consulting Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of the Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) proposed co-counsel to the Debtors, (i) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn. Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); and (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn. Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov), and the Debtors shall advise the Consultant thereof forthwith. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting that (a) the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Consultant's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or Final Order, the Debtors and the Consultant shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Consulting Agreement, and the U.S. Sale Guidelines (as may be modified by any "Side Letters" (as defined in the U.S. Sale Guidelines, an agreement between the Merchant, or the Consultant with the Debtors' direction, and affected landlords of any Store, which do not have a material adverse effect on the Debtors or their estates)) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to

assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

v. If a dispute arises between the Debtors or Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iii) and (iv) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo.*

20. Accordingly, the Debtors request a waiver of compliance with the applicable Liquidation Sale Laws to the extent any such Liquidation Sale Laws conflict with the U.S. Sale Guidelines, subject to the dispute resolution process set forth above.

**VI. Fast Pay Laws.**

21. Many U.S. states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the "Fast Pay Laws" and together with the Liquidation Sale Laws, the "Applicable State Laws"). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated. Under ordinary circumstances, the Debtors' payroll department is able to coordinate delivery of final checks to coincide with an employee's final day of work where required by applicable law. This process requires the Debtors' payroll department to calculate individual payments upon termination, prepare each termination payment check, obtain authorization for each such check, and then prepare each such check for mailing.

22. The nature of the Store Closings contemplated by this Motion will result in numerous associate and store manager employees being terminated during the Store Closings. Given the number of employees who will be terminated during the Store Closings, the process of

delivering final payroll to affected employees will likely take several days following the applicable terminations, making compliance with the Fast Pay Laws burdensome to the Debtors' estates, if not impossible. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures; however, the Debtors' payroll systems may simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Accordingly, the Debtors request a waiver of compliance with the applicable Fast Pay Laws to the extent the Debtors' payroll systems or operations limit their ability to comply with the same.

**VII. Lease Restrictions.**

23. The Debtors also request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value of their estates through the Store Closings and Sales. In certain cases, the contemplated Store Closings and Sales may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, "go dark" provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors' ability to maximize value in selling their inventory.

24. The Debtors also request that any entity, including, without limitation, utilities, landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf be enjoined from interfering with or otherwise impeding the Store Closings and Sales. The Debtors further request that any such entities be enjoined from instituting any action against the Debtors in any court (other than in this Court or the Canadian Court, as applicable) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise

impedes the Store Closings, the Sales or the advertising and promotion (including through the posting of signs) of the Sales.

25. The Debtors intend to address any landlord concerns expeditiously. In order to efficiently and effectively address any such issues, the Debtors request authority to enter binding Side Letters modifying the applicable Sale Guidelines with affected landlords, with the Consultant's participation or consent to the extent required by those guidelines.

**VIII. Abandonment.**

26. The Debtors request that the Court authorize the abandonment of certain owned FF&E remaining in the Closing Stores. The Debtors intend to sell any marketable owned FF&E present in the Closing Stores or otherwise transfer valuable FF&E to the Debtors' other store locations. In their business judgment, however, the Debtors may determine that the cost associated with holding, transferring, or selling such property exceeds the proceeds that they will realize from its sale or that such property may not be saleable at all. In such cases, retaining the property would be burdensome to the estates, and the property would be of inconsequential value. Accordingly, the debtors submit that abandonment of such property, if any, is in the best interests of their estates and request that the Court authorize the Debtors to do so where they determine in their business judgment that abandonment will maximize the value of their estates.

**IX. Customer Programs.**

27. To properly effectuate the Sales and Store Closings, the Debtors seek to modify certain of their customer programs, solely with respect to the Closing Stores (collectively, the "Closing Store Customer Policies"). For the avoidance of doubt, all customer programs will continue at any non-Closing Stores, to the extent that certain Closing Stores become non-Closing

Stores, subject to approval of the relief sought in the Customer Programs Motion.[6] Accordingly, the following Closing Store Customer Policies will be clearly posted for customers at cash registers and online at the Debtors' proposed claims and noticing agent's website at https://omniagentsolutions.com/TCP for the duration of the Store Closings.

- ***My Place Rewards Program.*** The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 days from the date of the Interim Order. After such 21-day period, the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores, so that customers will no longer earn rewards points on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

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

- ***Gift Cards.*** The Debtors will continue to accept validly-issued gift cards at Closing Stores for 21 days from the date of the Interim Order. Following such 21-day period, the Debtors will no longer accept gift cards at such Closing Stores. Notwithstanding any policy or law to the contrary, the gift cards and related customer programs are not redeemable for cash at any time.

## Basis for Relief

### I. The Court Should Authorize the Assumption of the Consulting Agreement.

28. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 493 (Bankr. D.N.J. 2006) (finding that "a bankruptcy court

[6] Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Administer Their Customer Programs and Honor Certain Prepetition Obligations Related Thereto And (II) Granting Related Relief* (the "Customer Programs Motion").

should defer to a debtor's decision that rejection of a contract would be advantageous unless the decision is so unreasonable that it could not be based on sound business judgment."); *see also In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor's decision to assume or reject an executory contract is governed by the business judgment standard and it can only be overturned if the decision was a product of bad faith, whim or caprice).

29. To satisfy the business judgment test, the Debtors must demonstrate that assumption of the Consulting Agreement would benefit the estate. *See In re Network Access Sols., Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption of an executory contract is the business judgment rule." (citation omitted)). "A debtor's decision to reject [or assume] an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001). Here, the Debtors have exercised their business judgment in determining to assume the Consulting Agreement. The Debtors believe that the terms set forth in the Consulting Agreement are fair, reasonable, and the best mechanism to maximize value through the Sales. Moreover, the Consultant has extensive expertise in conducting liquidation sales and will be able to oversee and implement the Sales in an efficient and cost-effective manner.

30. Courts hearing chapter 11 cases filed by retailers in this district have routinely approved the assumption and/or approval of similar consulting agreements. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing assumption of consulting agreement); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same);

*In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[7]

31. The Debtors submit that they have exercised reasonable business judgment in engaging the Consultant to conduct the Store Closings and Sales. Given the number of stores and the Consultant's in-depth knowledge and expertise, the Consultant is best positioned to conduct the Store Closings efficiently and effectively. If the Consulting Agreement is not assumed on a final basis, the Store Closings and Sales would lose the benefit of the Consultant's ongoing work and might be delayed or suspended entirely, leading to loss of additional liquidity and increased administrative expense. Accordingly, the Debtors request that the Court authorize their assumption of the Consulting Agreement.

**II. The Debtors Have a Valid Business Justification for the Sales.**

32. Section 363(b)(1) of the Bankruptcy Code, which governs asset sales outside of a debtor's ordinary course of business, provides that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). When selling assets outside of the ordinary course of business, a debtor must articulate a valid business justification to obtain court approval. *See, e.g.*, *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citation omitted); *In re Abbotts Dairies, Inc.,* 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *Lionel Corp.*, and requiring good faith); *Comm. of Equity Sec. Holders* v. *Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the "sound business judgment" test in the *Abbotts Dairies* decision). When a debtor demonstrates a valid business justification

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

for a decision, a strong presumption arises "that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (holding that the Delaware business judgment rule has "vitality by analogy" in chapter 11, especially where the debtor is a Delaware corporation).

33. In this district, store closing or liquidation sales are a routine occurrence in chapter 11 cases involving retail debtors, and courts have approved such sales. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023).[8]

34. Sufficient business justification exists to approve the proposed Sales under section 363(b)(1). The Debtors, with the assistance of their advisors, have determined that the Sales represent the best alternative at this time to maximize recoveries to the Debtors' estates with respect to the Store Closure Assets and provide the Debtors with much-needed liquidity while maintaining optionality for a going-concern sale, if the proposed bidding process yields an actionable offer. Many of the Closing Stores fail to generate positive cash flow and therefore are a significant drain on liquidity. The Debtors will therefore realize an immediate benefit by liquidating the Store Closure Assets and terminating operations at the Closing Stores. Further, uninterrupted and orderly Sales will allow the Debtors to timely reject leases associated with the

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Closing Stores and, therefore, avoid the accrual of unnecessary administrative expenses for rent and related costs for postpetition operations. There are meaningful amounts of Merchandise, in the aggregate, that will be monetized most efficiently and quickly through an orderly process to monetize the Store Closure Assets conducted by the Consultant.

**III. The Court Should Approve the Sale Guidelines.**

35. The Court may authorize the Debtors to consummate the Sales in accordance with the Sale Guidelines pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that, "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, section 105(a) of the Bankruptcy Code provides, in relevant part, that, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

36. As discussed herein, pursuant to section 363(b) of the Bankruptcy Code, for the purpose of conducting the Store Closings, the Debtors need only to show a legitimate business justification for the proposed action. *See, e.g.*, *Martin*, 91 F.3d at 395 (citation omitted). Section 105(a) codifies a bankruptcy court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a), courts may authorize any action that is essential to the continued operation of a debtor's businesses. *See Just for Feet, Inc*., 242 B.R. 821, 825-26 (D. Del. 1999) (authorizing the use of estate property when "necessary for the debtors' survival during chapter 11").

37. Instituting the Sale Guidelines represents a sound exercise of the Debtors' business judgment because the Sale Guidelines will aid the Consultant's efficient and effective sale of the Merchandise and is necessary to avoid immediate and irreparable harm to the Debtors' estates and

is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors' decision to hire the Consultant and commence the Sales at the Closing Stores was informed in part by the Sale Guidelines being effective.

38. Courts in this district have routinely approved sale guidelines in chapter 11 cases and have granted retail debtors authority to implement such procedures. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing the debtors, pursuant to sections 105(a) and 363(b), to conduct store closing sales in accordance with court-approved sale guidelines); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[9] As such, the Court should authorize the Store Closings and approve the Sale Guidelines as a reasonable exercise of the Debtors' business judgment.

## IV. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests Under Section 363(f) of the Bankruptcy Code.

39. The Debtors request approval to sell the Store Closure Assets on a final "as is" basis, free and clear of any and all Encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

(d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *see also In re Trans World Airlines, Inc.*, 322 F.3d 283, 290 (3d Cir. 2003) ("[U]nder § 363(f), . . . a sale free and clear of any [interest in property] can occur if any one of five conditions has been satisfied."). Such requirements are disjunctive, meaning that the Debtors need satisfy only one requirement to sell assets free and clear of Encumbrances. Accordingly, the Debtors' "authority to sell free and clear is broad." *In re Trans World Airlines, Inc.*, No. 01-0056 (PJW), 2001 WL 1820325, at *3 (Bankr. D. Del. Mar. 27, 2001), *aff'd*, 322 F.3d 283 (3d Cir. 2003).

40. The Debtors' prepetition secured lenders, who hold liens on the Store Closure Assets, support the Sales, and the Debtors anticipate that any other holders of such liens (the "Store Closure Asset Lienholders") will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Even without such support, all liens on the Store Closure Assets sold under the Sales would attach to all of the proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Further, the Store Closure Asset Lienholders can be compelled to take a money satisfaction of such interest and have received sufficient notice and have been given sufficient opportunity to object to the relief requested.

41. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of section 363(f) of the Bankruptcy Code.

## V. The Court Should Waive Compliance with Applicable State Laws and Approve the Dispute Resolution Procedures.

42. The Debtors' ability to conduct the Sales in accordance with the U.S. Sale Guidelines and without complying with Applicable State Laws is critical to the Sales' success.

Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. Additionally, compliance with Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that may be difficult, if not impossible, given the facts and circumstances of these chapter 11 cases.

43. To eliminate the time, delay, expense, and value loss associated with the administrative procedures necessary to comply with the Applicable State Laws, while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings, the Interim Order and Final Order provide that the Sale Guidelines will supersede only those laws that would inhibit the value-maximizing disposition of Store Closure Assets without creating undue health and safety risks to the jurisdictions in which the Stores operate or to employees assisting in the Store Closings.

44. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws, subject to the Sale Guidelines. ***First***, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court-authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (exempting from the provisions of the chapter sales conducted pursuant to any court order); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) ("'Going out of business sale' does not include a sale conducted by a bankruptcy trustee."); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order).

***Second***, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Grp., Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) ("Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code. . . . [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code."), *aff'd,* 112 F.3d 633 (3d Cir. 1997). ***Third***, this Court will be able to supervise the Store Closings because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of the Court.

45. While courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety, *see Baker & Drake, Inc. v. Pub. Serv. Comm'n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that the Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure), preemption is appropriate where, as is the case here, the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake. Inc.*, 35 F.3d at 1353 (finding that "federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety").

46. Under the circumstances of these chapter 11 cases, enforcing the strict requirements of the Liquidation Sale Laws and Fast Pay Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors' ability to maximize the value of estate assets for the benefit of creditors. Accordingly, authorizing the Sales without

the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods, time limits, or Fast Pay Laws, and/or satisfying any additional requirements with respect to advertising, sales, and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local law requirements; rather, they only seek a waiver of those requirements that apply specifically to retail liquidation sales. Moreover, the Debtors will comply with applicable public health and safety laws, and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. However, compliance with Fast Pay Laws may be burdensome or impossible given the number of employees who will be terminated during the Store Closings and accordingly a waiver of compliance with the applicable Fast Pay Laws, to the extent the Debtors' payroll systems limit their ability to comply with the same, is appropriate and should therefore be approved. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and any Governmental Units and should therefore be approved.

47. Courts in this district have recognized that the Bankruptcy Code preempts certain state laws and have granted relief similar to the relief requested herein. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (authorizing debtors to conduct store closing sales under the terms of the order and finding that "no further approval, license, or permit of any Governmental Unit shall be required"); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM)

(Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[10]

48. Courts have also granted similar relief from Fast Pay Laws in other bankruptcy cases under similar circumstances. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (granting relief from federal, state, or local laws including "any fast pay laws" in connection with store closing sales); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Dec. 22, 2023); (same) *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same); *In re RTW Retailwinds*, *Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (granting relief from "any state or local law requiring that the Debtors pay an employee substantially contemporaneously with his or her termination").[11]

## VI. The Court Should Waive Compliance with Restrictions in the Debtors' Leases.

49. Certain of the Debtors' leases governing the premises of the stores subject to the Store Closings may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See In re Ames Dep't Stores, Inc.*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring [the debtor] to maximize estate assets. . ."); *In re R.H. Macy and Co., Inc.*,

[10] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

[11] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga. 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where the debtor sought to conduct a liquidation sale).

50. Courts in this district have entered orders overriding restrictive lease provisions affecting store liquidation sales in chapter 11 cases. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (ordering that restrictive lease provisions shall not be enforceable in conjunction with store closings); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[12]

51. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Store Closings, the Debtors request that the Court authorize the Debtors and the Consultant to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

[12] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

## VII. The Court Should Approve the Abandonment of Certain Property in Connection with the Sales.

52. After notice and a hearing, a debtor "may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating that a trustee "may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim").

53. The Debtors are seeking to sell all FF&E remaining in the Closing Stores. However, the Debtors may determine that the costs associated with holding, transferring, or selling certain property or FF&E exceed the proceeds that will be realized upon its sale, or that such property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and/or may be burdensome to retain. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors request authority to abandon any of their remaining FF&E, or other property, located at any of the Closing Stores without incurring liability to any person, or entity. The Debtors further request that the landlord of each Closing Store with any abandoned FF&E, or other property, be authorized to dispose of such property without liability to any third parties.

54. Courts in this district have granted the abandonment of certain property following chapter 11 liquidation sales for retail debtors. *See, e.g.*, *In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (permitting abandonment of property, according to the sale procedures, without any debtor or consultant liability related thereto); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Jan. 29, 2024) (same); *In re DirectBuy Home Improvement, Inc.*, No. 23-

19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (same).[13]

**VIII. The Proposed Modifications to the Debtors' Customer Programs are Appropriate.**

55. Prepetition claims, such as gift card obligations, cannot ordinarily be paid without Court authority. However, the Court may authorize payment of prepetition claims in appropriate circumstances, pursuant to section 105(a) of the Bankruptcy Code. As previously discussed, section 105(a) codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow for modifications of customer programs not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation); *Just for Feet*, 242 B.R. at 824–25 (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for payment of prepetition claims" under the doctrine of necessity).

56. Accordingly, the Court has authority to authorize the Debtors to modify the Closing Store Customer Policies pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. The Store Closings necessitate that the Closing Store Customer Policies must be modified to provide finality and support efficient Store Closings. While the Debtors' customer programs are value-maximizing in the ordinary course of the Debtors' business because they drive repeat business and brand loyalty, stores that are going out of business are substantially less likely to benefit from such customer goodwill. Accordingly, the Debtors' business judgment is that value will be maximized

[13] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

by restricting certain customer programs in connection with the Store Closings, including requiring non-refundable cash purchases. On the other hand, the grace period between entry of the Interim Order and the date after which certain customer programs shall be modified pursuant to the Closing Store Customer Policies affords customers ample opportunity to use any gift cards, gift certificates, or My Place Rewards benefits at the Closing Stores (namely for the first 21 days following entry of the Interim Order). Modifying the customer programs pursuant to the Closing Store Customer Policies is therefore appropriate and a reasonable exercise of the Debtors' business judgment. The Debtors submit that the notice provided through this Motion is adequate and proper under the circumstances. Similar relief has been granted in recent retail bankruptcy cases. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. July 10, 2025) (approving a notice period of thirty days after the Interim Order prior to suspending the customer programs); *In re Sam Ash Music Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. June 5, 2024) (approving a notice period of thirty days after the Final Order); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Nov. 9, 2023) (approving a notice period of twenty-one days after the Final Order); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (approving a notice period of fourteen days from the Interim Order to use gift certificates, gift cards, and loyalty certificates); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (approving a notice period of thirty days after the Interim Order).[14]

**Waiver of Bankruptcy Rules 6004(a) and 6004(h)**

57. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

[14] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

**Reservation of Rights**

58. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Consulting Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

**Final Hearing**

59. The Debtors request that the Court schedule a final hearing approximately twenty-five (25) days after the commencement of these chapter 11 cases to consider entry of the Final Order approving the relief requested herein.

**No Prior Request**

60. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Modification of Bankruptcy Rule 2002(a)(2)**

61. The Debtors request that the Court, for cause, modify the service requirements set forth in Bankruptcy Rule 2002(a)(2) to limit service of this Motion only to the core service list and affected creditors. In light of the breadth and complexity of the Debtors' business, serving the Motion on all creditors, even those that are unaffected by the relief sought herein, would cause unnecessary confusion and expense to the detriment of all stakeholders. Accordingly, sufficient cause exists under Bankruptcy Rule 2002(a)(2) to modify the service requirements for this Motion.

**Notice**

62. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent (collectively, the "Prepetition Agents"); (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the Cash Management Banks; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: November 9, 2026

/s/ *Michael D. Sirota*

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**Exhibit A**

**Proposed Interim Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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*Proposed Co-Counsel to the Debtors and*
*Debtors in Possession*

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

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

The relief set forth on the following pages, numbered three (3) through twenty-eight (28), is **ORDERED**.

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

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

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

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

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

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

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

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

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

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

2. The final hearing (the "Final Hearing") on the Motion shall be held on **_____, 2026, at _____ (Eastern Time)**. Any objections or responses to entry of a final order on the Motion shall be filed with the Court, and served as to be received by the following parties on or before **_____, 2026 at 4:00 p.m. (Eastern Time)**: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100,

Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn.: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn.: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn.: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); (vii) counsel to the Consultant, Lowenstein Sandler LLP, One Lowenstein Drive, Roseland, New Jersey 07068, Attn: Andrew Behlmann (abehlmann@lowenstein.com); and (vii) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

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

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

**I. Authority to Assume the Consulting Agreement.**

5. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including making payments required by the Consulting Agreement to the Consultant, including with respect to reasonable and documented costs and expenses incurred by the Consultant pursuant to the Consulting Agreement and fees due to the Consultant, without further order of the Court and without any need for the Consultant to file any request for payment with the Court or to provide notice to any party other than those required by the Consulting Agreement. All such payments of fees and reimbursement of expenses shall be free and clear of any and all Encumbrances.

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

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

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

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

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

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

11. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue the Sales at the Closing Stores in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement, as may be modified by any

Side Letters between the Debtors, or the Consultant acting at the Debtors' direction, and the affected landlords, in consultation with the Consultant and with the Consultant's consent to the extent required by the applicable Sale Guidelines, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates.

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

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

14. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein, including pausing or discontinuing a Store Closing in their business judgment. Nothing in this paragraph dispenses with any notice, consent, approval, or other condition required by the Consulting Agreement, including the conditions applicable to pausing or discontinuing Store Closings.

**III. Conduct of the Sales.**

15. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Sales and Store Closings without necessity of further order of this Court as provided in the Consulting

Agreement and the Sale Guidelines (subject to any Side Letters), including, but not limited to, advertising the sale as a "store closing sale," "sale on everything," "everything must go," "going-out-of-business," or similar themes, and to utilize signs, exterior banners, signwalkers, A-frames, and street signage as contemplated by the Sale Guidelines. Exterior banners at enclosed mall locations shall be limited to entrances not requiring entry into the enclosed mall common area, as provided in the Sale Guidelines. All advertising and signage, including E-Commerce Platform advertising, are subject to the Debtors' reasonable advance approval.

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

17. All transactions relating to the Additional Goods are, shall be construed as, and are acknowledged by the Debtors to be a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect (the "UCC"), and not a consignment for security purposes, as provided in section 13.2 of the Consulting Agreement. Entry of this Order constitutes notice of such consignment to all persons and entities holding security interests against the Debtors in lieu of the Consultant filing a Form UCC-1 Financing Statement (*provided, however*, that the Consultant is hereby authorized to do so). Subject only to the Consultant's obligation to pay the Debtors the Additional Goods Fee, Additional Goods and their proceeds remain the Consultant's exclusive property, and no other person or entity shall have a claim against or interest in them. The Debtors shall collect the actual proceeds from Additional Goods sales (the

"Additional Goods Proceeds"), hold them in trust (less the amounts in (a) and (b) below) for the benefit of the Consultant, and, as part of each weekly reconciliation, distribute them to the Consultant less (a) the Merchant's fee of 6.5% of Additional Goods Proceeds (the "Additional Goods Fee") and (b) applicable sales taxes, which the Debtors shall collect and remit in accordance with section 13.3 of the Consulting Agreement. Reconciliation, audit access, and final payments remain subject to sections 5 and 13.5 of the Consulting Agreement.

18. Except as expressly provided in the Consulting Agreement and the Sale Guidelines, the sale of the Store Closure Assets shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement affecting or purporting to restrict (a) the conduct of the Store Closings or the Sales (including the sale of the Store Closure Assets), (b) the rejection of leases, (c) the abandonment of assets, or (d) "going dark." Such provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in connection with the Store Closings or the Sales shall not constitute a default under the applicable instrument; provided that the Store Closings and Sales are conducted in accordance with the terms of this Interim Order, any Side Letter, and the Sale Guidelines. The Debtors, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, or the Consultant acting at the Debtors' direction, and the affected landlords, are authorized to enter into Side Letters between themselves modifying the Sale Guidelines without further order of the Court, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates, and

such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords, *provided* that nothing in such Side Letters contravenes the provisions of this Interim Order. In the event of any conflict between the Sale Guidelines, the Consulting Agreement, and any Side Letter, the terms of such Side Letter shall control.

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

20. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Store Closure Assets, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Store Closure Assets or

other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

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

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets on behalf of the Debtors and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided, however*, that any such Encumbrances shall attach to the proceeds of the Sale of the Store Closure Assets with the same validity, in the same amount, with the same priority as, and to the same extent that any such Encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and subject to the Consultant's fees and expenses (as provided in the Consulting Agreement).

23. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines, as applicable. The Consultant is authorized to sell the Debtors' FF&E

and abandon FF&E and items incidental thereto, in each case, as provided for and in accordance with the terms of the Consulting Agreement and the Sale Guidelines. Any abandonment of property by the Debtors will be in accordance with the Rejection Procedures.

24. Notwithstanding anything to the contrary in this Interim Order, the Debtors and/or the Consultant shall not sell or abandon any property that the Debtors know is not owned by the Debtors (except in accordance with the Sale Guidelines); *provided* that the Debtors will use their best efforts to notify the owners or lessors of such property of the location at which it may be retrieved; *provided, further*, that the Debtors may abandon property owned by the landlord at the applicable Closing Store.

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

26. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store, pursuant to the provisions of the Consulting Agreement.

27. The Sales and Store Closings may be advertised in all newspapers and other digital and traditional advertising media. All landlords and all governmental units, are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct

the Sales and Store Closings pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Store Closure Assets in the manner contemplated by and in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement, notwithstanding any restrictions in any applicable leases or applicable laws.

**IV. Closing Store Customer Policies.**

28. The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 days from the date of this Interim Order, after which the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores and customers will no longer earn rewards on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

29. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for 21 days from the date of this Interim Order, after which the Debtors will no longer accept gift cards at such Closing Stores. Notwithstanding any policy or state law to the contrary, the gift cards and related Customer Programs shall not be redeemable for cash at any time.

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

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

**V. Dispute Resolution Procedures with Governmental Units.**

32. Nothing in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protections, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively, "General Laws"). Nothing in this Interim Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal or provincial safety laws and regulations.

Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(27) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in the applicable forum that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the CCAA, as applicable. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

33. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state, provincial, or local statute, ordinance, rule, or licensing requirement directed at regulating "going out of business," "store closing," or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the sale of the Store Closure Assets, including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures set forth in section V in this Interim Order shall apply, and the Dispute Resolution Procedures shall control over any Side Letters (*provided* that, subject to recognition of this Interim Order by the Canadian Court, the Dispute Resolution Procedures shall not apply with respect to the conduct of the Sales of the Store

Closure Assets in Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, or the Debtors' property in Canada, and that any such disputes shall be resolved by the Canadian Court). Additionally:

i. Provided that the Sales are conducted in accordance with this Interim Order, any Final Order, and the Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Interim Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within five business days after entry of this Interim Order, the Debtors will serve by first-class mail, copies of this Interim Order, the proposed Final Order, the Consulting Agreement, and the U.S. Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores

(other than the Canadian Closing Stores) as of the date of service (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Interim Order, the Consulting Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) proposed co-counsel to the Debtors, (i) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn. Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); and (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn. Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order, or to limit or interfere with the Debtors' or the Consultant's ability to conduct, or to continue to conduct, the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Consultant shall be authorized

to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Consulting Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

v. If, at any time, a dispute arises among the Debtors and/or the Consultant, on the one hand and a Governmental Unit, on the other hand, as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iii) and (iv) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo.*

34. Subject to the foregoing, every federal, state, provincial, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

35. Provided that the Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Sale Guidelines (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Interim Order and the

Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws, subject to the dispute resolution provisions set forth in this section V of this Interim Order.

**VI. Other Provisions.**

36. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the Debtors' next regularly scheduled payroll and consistent with, and subject to, any previous orders of this Court regarding payment of the same.

37. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, each member comprising the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to any statutory committees appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

38. To the extent the Consultant seeks to contract with additional parties as additional consultants (each an "Additional Consultant"), and subject to relevant provisions in the Consulting Agreement such as § 12.6, such Additional Consultant shall promptly file a declaration disclosing

the information set forth in paragraph 37 of this Interim Order and, upon being contracted with, be subject to the provisions of this Interim Order or the Final Order and the Consulting Agreement.

39. The Consultant acts as an independent consultant and contractor, not as a partner or joint venturer of the Debtors. Nothing herein limits its obligations or liabilities under the Consulting Agreement, including sections 6.3, 9.1, 10.4, 12.6, and 12.9, or applicable Sale Guidelines, or excuses fraud, gross negligence, willful misconduct, breach, or other liability allocated to it thereunder. The Consultant shall not solely by reason of the engagement be deemed an employer or joint, successor, related, or common employer of the Debtors' Store Employees or assume the Debtors' employment liabilities; this does not affect its responsibilities for its own Supervisors or other engaged persons. Each Consultant Party remains jointly and severally liable for all Consultant obligations and liabilities under the Consulting Agreement.

40. Consistent with sections 5.1 and 15.1 of the Consulting Agreement, the Debtors shall include all of the Consultant's fees and expenses (as estimated by the parties) in any budget presented and approved in connection with any debtor-in-possession financing or use of cash collateral. The Additional Goods Proceeds remain subject to the provisions of the Consulting Agreement and Paragraph 17 hereof. For the avoidance of doubt, (i) the Debtors shall not seek to amend any financing order or budget in any manner that caps or limits any amounts due under the Consulting Agreement and (ii) nothing in this Interim Order or any financing order or budget shall (a) inhibit the Debtors' ability to pay the Consultant amounts due under the Consulting Agreement

or (b) deem Additional Goods or Additional Goods Proceeds (net of the Additional Goods Fee and applicable sales taxes) to be property of the Debtors' estates.

41. Notwithstanding anything to the contrary in this Interim Order or any other order, in the event the Debtors (i) fail to timely pay any amount due to the Consultant that is not subject to dispute under the Consulting Agreement, this Interim Order, or any other order, or (ii) or seek approval of a budget that does not provide for the timely payment in full of all such amounts (in either case, a "Payment Default"), the automatic stay is hereby modified so that two (2) business days after providing notice to the Debtors, Prepetition Agents, any agent to a postpetition financing facility, and any committee of any such Payment Default the Consultant may, at its election, (a) suspend the provision of services to the Debtors under the Consulting Agreement until the Debtors have paid all outstanding amounts due or (b) terminate the Consulting Agreement pursuant to its terms and, in either case, shall have no further obligation to provide services under the Consulting Agreement during any such period of suspension or after termination, as applicable. The Consultant shall have no liability for any claims arising from the suspension or termination of services pursuant to this paragraph 41.

42. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Interim Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights

to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Consulting Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

43. On a confidential, professionals'-eyes-only basis and upon written request (including email) by the U.S. Trustee (whose request has been made), Prepetition Agents, any agent to a postpetition financing facility, any statutory committee, or Canadian Information Officer, the Debtors shall provide existing monthly periodic reports prepared by the Debtors, their professionals, or Consultant concerning the Sales and Store Closings; no additional or new reporting must be prepared for that purpose. Within thirty calendar days after completion of all Store Closings and Sales, the Debtors shall file (a) a summary identifying all Store Closings, gross

Store Closing Sale revenue, and total Consultant fees and expense reimbursements under the Consulting Agreement, and (b) a report detailing calculation and payment of each Consultant fee and expense reimbursement, served on the U.S. Trustee, statutory committees, and requesting parties. The U.S. Trustee may object solely to reasonableness of the Consultant fee and expense reimbursement, and must do so, if at all, within twenty calendar days after filing; unresolved objections shall be coordinated for the next omnibus hearing or another agreed hearing. The Consultant's information and cooperation obligations under section 15.2 of the Consulting Agreement remain unaffected.

44. Notwithstanding the foregoing paragraph, the Debtors shall deliver to the Prepetition Agents and any agent to a postpetition financing facility, promptly after delivery to the Debtors, copies of all reports, statements, and reconciliations delivered to the Debtors pursuant to the Consulting Agreement and the Consultant shall promptly respond to reasonable requests of the Prepetition Agents and any agent to a postpetition financing facility for additional information related to the Sales and Store Closings, solely to the extent such information is in the Consultant's possession or reasonably obtainable by the Consultant.

45. Nothing herein prevents the Consultant or its affiliates, individually or with others, from proposing additional services or bidding on Debtor assets outside the Consulting Agreement ("Additional Assets") in a future process. Any such services, guarantee, acquisition, or transaction requires a separate Court order and, where required, a separate written agreement with the Debtors.

All rights of the U.S. Trustee and other parties to object are reserved. No fee or other entitlement for excluded assets or services is created hereby.

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

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

48. Nothing in this Interim Order directs the Debtors to accelerate any payments not otherwise due.

49. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

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

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

53. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two business days after the entry of this Interim Order.

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

55. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order or the Consulting Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Consultant against any assertions of any Encumbrances; *provided* that applicable orders of the Canadian Court govern with respect to, and the Canadian Court retains jurisdiction over, the conduct of the Sales at the

Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, and disputes relating to the Debtors' property in Canada, including landlord disputes. No person shall take action contrary to the relief granted herein pending resolution by the competent Court, subject to the governmental-enforcement reservations herein. Requests for resolution shall be heard on an expedited basis as appropriate.

**Exhibit 1**

**Consulting Agreement**

**GA/TCP**
**CONSULTING AGREEMENT**

This Consulting Agreement, dated as of November 3, 2026 (together with all schedules, exhibits and attachments hereto, this "**Agreement**"), is made by and among The Children's Place, Inc., a Delaware corporation (collectively with its subsidiaries (other than TCP Brands, LLC and GYM-IPCO, LLC), the "**Merchant**") on the one hand, and Tiger Capital Group, LLC, SB360 Capital Partners, LLC and GA Retail Solutions, LLC (each a "**Consultant Party**" and collectively, "**Consultant**" and, together with Merchant, each a "**Party**" and collectively, the "**Parties**") on the other hand.

WITNESSETH:

WHEREAS, Merchant operates retail store locations in the United States and Canada and desires to retain Consultant to provide consulting services to Merchant with respect to the management and disposition (the "**Sale**") of the Merchandise and FF&E (each as defined below) at or in transit to Merchant's retail store locations identified on **Exhibit A** hereto and each other Merchant retail store location in the United States and Canada (all of the foregoing stores, including the stores referred to on Exhibit A, the "**Stores**") and the Merchandise and FF&E located at or in transit to Merchant's distribution centers, warehouses and storage facilities (such distribution centers, warehouses and storage facilities, the "**Warehouses**"), including those identified on **Exhibit B**, in the context of Store and Warehouse closings or similarly-themed sales, which Sale shall be effectuated both through the Stores and E-Commerce Platform (as defined below) in accordance with Section 16 hereof.

WHEREAS, Consultant is willing to serve as Merchant's consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "**Gross Proceeds**" means the aggregate of all proceeds received by Merchant that are derived from the sales of Merchandise made under this Agreement, including proceeds received in the form of cash, credit card, private label credit card, store and merchandise credits, gift certificates, gift cards, frequent shopper certificates, reward programs or similar programs, exclusive of applicable sales and other taxes, and after the application of all discounts. Gift certificates, gift cards and credits shall be counted in Gross Proceeds only when and to the extent redeemed for Merchandise, without duplication.

1.2 "**Merchandise**" shall mean all items of merchandise owned by Merchant that are located at the Stores, or located at the Warehouses, as of the Sale Commencement Date, and all items of merchandise owned by Merchant that are in-transit to the Stores and/or the Warehouses as of the Sale Commencement Date, provided that "Merchandise" does not include (i) any FF&E (or any other furniture, fixtures (trade or other), equipment), Additional Goods, goods held by Merchant on consignment, or goods which belong to sublessees, licensees or concessionaires of Merchant, (ii) any merchandise, furniture, fixtures (trade or other) and/or equipment (whether or not located at any Warehouse) sold by Merchant or any of its affiliates through Amazon or any other e-commerce channels independently from Consultant, (iii) any accounts receivable, intellectual property rights or real property, (iv) any merchandise, furniture, fixtures (trade or other) and/or equipment at any Store or Warehouse that Merchant may at any time notify to Consultant is to be removed from and not be subject to the Sale, in which case such item shall not be identified as (and shall be deemed not to be) Merchandise or (v) any merchandise, furniture, fixtures (trade or other) and/or equipment that have been sold to third parties as of the Sale Commencement Date and are in transit or awaiting shipment. In addition, store and merchandise credits, gift certificates, gift cards and the like shall not constitute Merchandise.

1.3 "**Sale Commencement Date**" shall mean November 4, 2026.

1.4 "**Sale**" shall have the meaning set forth in the recitals hereof.

1.5 "**Sale Expenses**" shall mean operating expenses incurred in connection with and attributable to the Sale during the Sale Term, including but not limited to (i) advertising and signage, (ii) Supervisor Costs, (iii) reasonable corporate travel expenses incurred in furtherance of the Sale and (iv) (solely to the extent incurred after the date of this Agreement in furtherance of the Sale) legal expenses. Attached hereto as **Exhibit C** is the budget agreed to between Merchant and Consultant (the "**Consultant Expense Budget**") setting forth the budget for Sale Expenses.

1.6 "**Sale Guidelines**" shall mean, collectively, the sale guidelines annexed as **Exhibit D-1** hereto in respect of the US Stores and those Warehouses located in the United States (the "**US Sale Guidelines**") and the sale guidelines annexed as **Exhibit D-2** hereto in respect of the Canada Stores and those Warehouses located in Canada (as defined below) (the "**Canadian Sale Guidelines**"), as may be approved, modified or amended by, in the case of the US Sale Guidelines, the Bankruptcy Court (as defined below) or, in the case of the Canadian Sale Guidelines, the Canadian Court (as defined below), which shall serve as the guidelines under which the Sale shall be conducted.

1.7 "**Sale Term**" shall mean, with respect to each Store, Warehouse and the E-Commerce Platform, the period of time beginning with the Sale Commencement Date and ending on such Store, E-Commerce Platform or Warehouse's Sale Termination Date.

1.8 "**Sale Termination Date**" shall mean February 28, 2027, unless (i) an earlier date is notified by Merchant to Consultant or (ii) such date is extended by agreement among Merchant, Consultant and the Lenders (it being understood that any additional Sale Expenses beyond the Consultant Expense Budget arising from an extension of the Sale Term shall be subject to mutual agreement).

1.9 "**Services**" shall mean the services to be performed by Consultant pursuant to Section 2.2 and the other provisions of this Agreement.

1.10 "**Store Employees**" shall mean those individuals who Merchant retains to employ in the Stores and, as applicable, in Warehouses, to conduct the Sale.

1.11 "**Supervisors**" shall mean the individuals whom Consultant shall engage to provide Services to Merchant in connection with the Sale.

1.12 "**Supervisor Costs**" shall have the meaning set forth in Section 2.3 of this Agreement.

2. CONSULTING

2.1 Merchant hereby retains Consultant and Consultant hereby agrees to serve as an independent consultant to Merchant to conduct the Sale and provide the other services, in each case as set forth herein. With respect to the Sale, Consultant shall serve as Merchant's sole and exclusive consultant relative thereto throughout the Sale Term, it being understood, for the avoidance of doubt, that the foregoing shall not preclude Merchant and its affiliates from selling any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon independently from Consultant prior to the Bankruptcy Case filing (or following the filing of the Bankruptcy Case, (a) with the consent of the Lenders (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms) or (b) in the event that the board of directors of The Children's Place, Inc. determines in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law), and provided that such exclusivity is consistent with Merchant's obligations under its other contracts in effect as of the date hereof, including (i) the Distribution and License Agreement between The Children's Place Services Company, LLC ("**TCPSC**") and Children's Apparel Network Ltd. dated November 19, 2025 (as amended) and (ii) the Authorization Letter between TCPSC and Network 360 Global, Inc. dated October 31, 2025 (and all related agreements thereunder). Following the filing of the Bankruptcy Case, Consultant shall not sell any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon without first obtaining the prior written consent of the Lenders (the "**Lender Consent**") to the economic terms of such sale (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms).

2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, Consultant shall provide Merchant with the following Services with respect to the conduct of the Sale, using commercially reasonable efforts to maximize the Gross Proceeds and complying at all times with the Sale Guidelines, applicable law, court orders and, in each case, subject to any further directions with respect to the Sale given by Merchant at any time until the end of the Sale Term:

(a) provide qualified, full-time Supervisors to assist Merchant in conducting the Sale as further described in Section 2.3 below;

(b) oversee the Sale of the Merchandise from the Stores and the Warehouses, which for the avoidance of doubt shall, to the extent requested by Merchant, include the effectuation of the Sale through e-commerce channels in accordance with Section 16 hereof;

(c) recommend and implement appropriate advertising to effectively sell the Merchandise during the Sale Term, consistent with the applicable sale theme agreed to with Merchant;

(d) recommend appropriate pricing, display and discounting of Merchandise, as well as recommend appropriate staffing levels for the Stores (including Store Employees), in each case subject to Merchant's prior approval;

(e) assist Merchant in connection with loss prevention, as appropriate;

(f) determine the applicable permits and governmental approvals necessary to conduct the Sale, and work with Merchant to obtain each in a timely and orderly fashion and prepare or cause to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant within the Consultant Expense Budget or a supplemental budget approved by Merchant in advance;

(g) maintain the confidentiality of all non-public information regarding Merchant received by Consultant or any representative thereof under or in connection with this Agreement (all of which is agreed to constitute "Confidential Information" for purposes of the Applicable Confidentiality Agreement (as defined below)) in accordance with the provisions of the applicable confidentiality agreements, dated October 6, 2026 with GA Retail Solutions, LLC, October 7, 2026 with Tiger Capital Group, LLC and October 8, 2026 with SB360 Capital Partners, LLC, each signed by The Children's Place, Inc. on the one hand, and the applicable Consultant Party on the other hand (each, an "**Applicable Confidentiality**

**Agreement**"), each of which shall survive this Agreement. Without limiting the generality of the foregoing, Consultant shall use Merchant's and customer data solely for the Services, maintain reasonable security safeguards, promptly notify Merchant of unauthorized access or disclosure, and return Merchant's data and customer data on request or conclusion of the Sale, subject to confidential archival retention required by law or for reconciliation, and shall comply with all applicable privacy laws in respect of any personal information of Merchant's customers or employees; provided that, notwithstanding anything herein to the contrary, Consultant shall not, to the extent practicable under the circumstances and permitted under applicable laws, have access to customer personal identifiable information; and

(h) provide, for no additional consideration, such other related services deemed necessary or prudent by Merchant and Consultant, acting reasonably, under the circumstances giving rise to the Sale.

2.3 In connection with the Sale, Consultant shall directly retain and engage the Supervisors. Each Supervisor shall be an independent contractor engaged by Consultant and not be and shall not be deemed to be an employee or agent of Merchant in any manner whatsoever; and it is understood and agreed that no Supervisor shall have or be deemed to have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for any Supervisor. In consideration of Consultant's engagement of the Supervisors, Merchant shall pay Consultant, as a Sale Expense, the budgeted amounts for Supervisors' services, out-of-pocket travel costs and deferred compensation based on the results of the Sale (collectively, the "**Supervisor Costs**"), which amount shall not exceed the amount budgeted therefor in the Consultant Expense Budget without the prior written consent of Merchant.

2.4 Title to all Merchandise shall remain with Merchant at all times during the Sale Term until such Merchandise is sold by or on behalf of Merchant. All sales of Merchandise shall be made on behalf of Merchant.

2.5 Merchant may upon three (3) days' notice notify Consultant (a) following either (x) the receipt of written consent of Wells Fargo Bank, National Association and Crystal Financial LLC d/b/a SLR Credit Solutions (together, the "**Lenders**"), or (y) the board of directors of The Children's Place, Inc. having determined in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law, that one or more Stores, Warehouses or the E-Commerce Platform shall no longer be included in the Sale, in which case such location shall no longer be identified as a Store, Warehouse or E-Commerce Platform, respectively, subject to the Sale hereunder, and as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to make any sales with respect to, or to any consideration in respect of any sales made at or with respect to such location (and shall not thereafter be required or permitted to effect any sales at or with respect to such location

unless and until Merchant notifies Consultant in writing that such location is once again in-scope) and/or (b) that any specific assets at one or more Stores or Warehouses shall no longer be included in the Sale (and/or should not be included in any FF&E sale), in which case (i) such asset(s) at such location(s) shall no longer be identified as Merchandise or otherwise for sale pursuant to this Agreement, (ii) as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to sell, or to any consideration in respect of any sales of, such assets (and shall not thereafter be required or permitted to effect any sales of such assets unless and until Merchant notifies Consultant in writing that such asset is once again in-scope), and (iii) Merchant and Consultant shall in good faith discuss an appropriate reduction in the Consultant Expense Budget in connection with any exclusion referred to in clause (i) and/or clause (ii). With effect from such notice from Merchant until such location or asset is no longer deemed part of the Sale in accordance with the preceding sentence, Consultant shall not for the avoidance of doubt seek to accelerate sales of such assets or at such locations (and to the extent practicable shall try to terminate all such sales prior to such third day), or increase or implement any new discounts or sale offerings at the affected location or with respect to the affected assets as compared to the discounts and sale offerings which were in place immediately prior to Merchant's notice. Merchant shall pay Consultant the Sale Expenses, the FF&E Fee, the FF&E Expenses and the Base Fee with regard to sales that occur prior to the date of such withdrawal.

2.6 With respect to the Stores, Warehouses and (solely after November 7, 2026) E-Commerce Platform, Consultant may advertise the Sale as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale; provided, that prior to November 7, 2026, Consultant may only advertise the Sale as conducted through the E-Commerce Platform as an "inventory blowout" or similar themed sale and not for the avoidance of doubt as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale. Notwithstanding anything to the contrary in this Agreement or in the Sale Guidelines, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage, including any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through the E-Commerce Platform) shall be subject to the reasonable approval in advance of Merchant.

## 3. EXPENSES

3.1 In connection with the Sale, Merchant shall be responsible for the payment of all expenses incurred in operating the Stores, the E-Commerce Platform and the Warehouses and conducting the Sale, including all Sale Expenses (to the extent included in the Consultant Expense Budget), subject to Section 15. All Sale Expenses shall be set forth on the Consultant Expense Budget which may only be amended with mutual agreement of Consultant and Merchant. Any Sale Expenses incurred by Consultant in excess of the Consultant Expense Budget without the prior written consent of Merchant shall be the sole responsibility of Consultant. Consultant shall not be entitled to any reimbursement from Merchant of any costs or expenses incurred under or in connection

with this Agreement that is not included in the Consultant Expense Budget (which such reimbursements shall be limited to the amounts set forth in the Consultant Expense Budget).

3.2 As an advance against Sale Expenses and to secure payment of the same, upon execution of this Agreement, Merchant shall pay Consultant a deposit towards the Consultant Expense Budget in the amount of $3,140,000 (the "**Deposit**"), which shall be applied against Sale Expenses, the FF&E Fee, the FF&E Expenses or the Base Fee (as defined below) at the end of the Sale Term with respect to all Stores, Warehouses and the E-Commerce Platform and to the extent not expended shall be returned to the Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree.

4. CONSULTANT'S FEES

4.1 Consultant shall be entitled to a base fee equal to two and one-half percent (2.5%) of the Gross Proceeds generated from the sale of the Merchandise through the Stores and Warehouses (including to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant but excluding for the avoidance of doubt Amazon or any other e-commerce channels operated independently from Consultant) during the Sale (the "**Base Fee**"); provided, however that notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Consultant be entitled to earn any Base Fee with respect to merchandise, furniture, fixtures (trade or other) and/or equipment that is sold through Amazon (whether sold through Consultant's efforts or otherwise) pursuant to purchase orders placed before the filing of the Bankruptcy Case (and the same shall be deemed not to be "Merchandise"). The Base Fee due to Consultant shall be paid weekly from the proceeds of the Sale after it is earned as provided below. For the avoidance of doubt, no Base Fee is payable on assets that do not constitute Merchandise or which are otherwise withdrawn from the Sale or are otherwise sales outside the Stores or the Warehouses (or to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant), and any disposition or sale of (or fees or consideration for the disposition or sale of) accounts receivable, intellectual property or real estate (or the provision of real estate services), if any, would require a separate written agreement with Merchant.

5. INVOICES; RECONCILIATION

5.1 Consultant shall submit invoices to Merchant on a weekly basis setting forth any actual, reasonable and documented Sale Expenses and FF&E Expenses it has incurred and the applicable portion of the Base Fee, the FF&E Fee and the Additional Goods Fee (as defined below) that have been earned during the prior one-week period, together with invoices and statements supporting such amounts. Within two business days of the submission of such invoices and supporting documents, any amount of such invoices not disputed by Merchant shall be paid in full by Merchant to Consultant or, in case of the Additional Goods Fee, by Consultant to Merchant. The Merchant shall include Sale Expenses, FF&E Expenses, and the Base Fee in the budget approved in any financing or

cash collateral order entered by the Bankruptcy Court; provided that no such amount shall be in contravention of the terms of this Agreement or in excess of the Consultant Expense Budget.

5.2 Within thirty (30) days following the Sale Termination Date, the Parties shall complete a final reconciliation of the Gross Proceeds from the Sale, the expenses incurred and the fee payable to Consultant (the "**Final Reconciliation**") and pay any amounts due hereunder.

6. STORE EMPLOYEES

6.1 Following consultation with Consultant regarding appropriate staffing levels for the Stores, Merchant shall select and use commercially reasonable efforts to seek to retain an appropriate number of Store Employees during the Sale Term to meet such staffing levels.

6.2 Subject to Section 9.1 hereof, Consultant shall have no liability to the Store Employees (or any of Merchant's former employees) with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable notice of termination, or any other expenses or liability arising from Merchant's employment of such Store Employees prior to, during, and subsequent to the Sale.

6.3 At Merchant's request, in the event that any Store Employees terminate their employment or services during the Sale Term, Consultant agrees to use commercially reasonable efforts to assist Merchant supplementing or replacing such Store Employees as mutually deemed necessary by the Parties with temporary employees (the "**Temporary Employees**"). Merchant shall be responsible for any wages payable with respect to such Temporary Employees during the Sale Term (following approval by Merchant of the engagement and compensation of such Temporary Employee), and to the extent such wages are payable by Consultant they shall be deemed Sale Expenses.

7. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

7.1 Consultant hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Each Consultant Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Consultant has taken all necessary action required to authorize the execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed by Consultant and is a valid and binding obligation of Consultant enforceable in accordance with its terms, subject only to any applicable

bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) No action or proceeding has been instituted or, to Consultant's knowledge, threatened, affecting the consummation of this Agreement or the transactions contemplated herein.

(d) Consultant will comply with and act in accordance with any and all applicable federal, state, provincial, municipal and local laws, rules and regulations and other legal obligations of all governmental authorities and the terms/restrictions of the underlying Store leases, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

8. REPRESENTATIONS AND WARRANTIES OF MERCHANT

8.1 Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or the Canadian Court, (ii) disclosed in any reports, statements or other documents filed with or furnished to the U.S. Securities and Exchange Commission and publicly available, together with all exhibits and schedules to the foregoing materials and all information incorporated therein by reference, in each case prior to the date of this Agreement (other than any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," "Quantitative and Qualitative Disclosures About Market Risk," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature), (iii) disclosed in the Merchant data room to which Consultant has been given access or (iv) is otherwise known by any Consultant Party as of the date of this Agreement, Merchant hereby represents, warrants and covenants in favor of Consultant as follows:

(a) Merchant has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Merchant shall have taken all necessary action required to authorize its execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement shall be a valid and binding obligation of Merchant enforceable in accordance with its terms, subject only to any applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) To the best of Merchant's knowledge, no action or proceeding has been instituted or threatened that affects the consummation of this Agreement or the transactions contemplated herein.

(d) Merchant will own on the Sale Commencement Date, and will own at all times during the Sale Term until they are sold, good and marketable title to all of the Merchandise, which Merchandise when sold shall be sold free and clear of all liens, claims and encumbrances of any nature with any such liens, claims and encumbrances to attach to the Gross Proceeds subject to the Base Fee, FF&E Fee and Sale Expenses.

(e) To the best of Merchant's knowledge: (i) Merchant has maintained its pricing files with respect to the Merchandise in the ordinary course of business, and prices charged to the public for such Merchandise are the same in all material respects as set forth in such pricing files for the periods indicated therein; and (ii) all pricing files as of the Sale Commencement Date relative to the Merchandise have been or upon request will be made available to Consultant.

(f) To the best of Merchant's knowledge, all Merchandise is in compliance with all applicable federal, provincial, state, municipal or local product safety laws, rules, and standards in all material respects.

(g) Throughout the Sale Term, Merchant will use commercially reasonable efforts to provide that Consultant shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, each of the Stores, the Merchandise, and the utilities and other services provided at the Stores. Merchant shall, throughout the Sale Term, use commercially reasonable efforts to maintain in good working order, condition and repair all cash registers, heating systems, air conditioning systems, elevators, escalators, and all other mechanical devices necessary for the conduct of the Sale at the Stores.

9. AFFIRMATIVE DUTIES OF CONSULTANT

9.1 Consultant shall indemnify and hold harmless Merchant and its affiliates and its and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Merchant Indemnified Parties**") from and against any and all claims, causes of action, demands, penalties, losses, liability, damage or other obligations, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Losses**"), resulting from or arising out of: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this

Agreement or the transactions contemplated hereby; (ii) any claims by any party engaged by Consultant as an employee or independent contractor (including Supervisors) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, or unemployment compensation claims, or claims for harassment or any other unlawful, tortious or otherwise actionable treatment); (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees, contractors, customers or representatives of any Merchant Indemnified Party by Consultant or any of its affiliates, or any of their respective representatives, including any Supervisor ("**Harassment Claims**"); (iv) any consumer warranty or products liability claims relating to Additional Goods; (v) any amounts related to sales taxes for Additional Goods; and (vi) the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale. Notwithstanding anything to the contrary in this Section 9.1, Consultant does not indemnify or hold harmless any Merchant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its affiliates, or its or their respective affiliates' officers, directors, employees, agents or representatives or Merchant's breach of this Agreement. For purposes of this Agreement, "**Losses**" shall exclude (x) punitive or exemplary damages, (y) any damages that are speculative or whose existence or amount cannot be established with reasonable certainty and (z) any indirect, incidental, special or consequential damages (including lost profits) except to the extent reasonably foreseeable as a natural probable consequence of the matter giving rise to the applicable claim, except in case of clause (x) and clause (z) to the extent paid by the applicable indemnified Party in connection with a third party claim.

9.2 Consultant shall comply with applicable federal, provincial, state, municipal and local laws, rules and regulations in connection with the Sale and otherwise in connection with this Agreement, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

9.3 Consultant shall conduct the Sale in accordance with the terms of this Agreement, the Sale Guidelines, the Order (as defined below), and with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Recognition Order (as defined below).

9.4 Consultant will not take any disciplinary action against any employee of Merchant or any of its affiliates, including any Store Employee.

9.5 Consultant shall use commercially reasonable efforts to cause all Supervisors, Temporary Employees and all other representatives and agents of Consultant to cooperate with Merchant and its agents in connection with the Sale during the Sale Term.

10. AFFIRMATIVE DUTIES OF MERCHANT

10.1 Merchant shall be solely liable for, and shall pay when due, all Sale Expenses (solely up to an amount not to exceed the Consultant Expense Budget) as well as (in each case excluding Sale Expenses) all other taxes, costs, expenses, accounts payable and other liabilities relating to the Sale, the Stores, Store Employees and Merchant's business operations during the Sale, including all occupancy expenses, excluding, in each case, any such matters (a) for which Consultant is required to indemnify Merchant pursuant to Section 9, (b) for which the taxes, costs, expenses, accounts payable or other liabilities are specifically otherwise allocated to Consultant pursuant to this Agreement or (c) which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.2 Merchant shall prepare and process all reporting forms, certificates, reports and other documentation required in connection with the payment of all applicable taxes for the Stores to the appropriate taxing authorities. Merchant shall collect all sales taxes from sales of Merchandise and Additional Goods, and shall pay the same to the appropriate taxing authorities in accordance with the applicable law.

10.3 Merchant shall use commercially reasonable efforts to cause all Store Employees and all other representatives and agents of Merchant to cooperate with Consultant and its agents in connection with the Sale during the Sale Term.

10.4 Merchant shall indemnify and hold harmless Consultant and its affiliates and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Consultant Indemnified Parties**") from and against any and all Losses resulting from or arising out of: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this Agreement or the transactions contemplated hereby; (ii) except in respect of Additional Goods, any failure by Merchant to pay when due any sales taxes to the proper taxing authorities, to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof, or to pay any amounts due pursuant to Section 10.1 hereof; (iii) any claims by any party engaged by Merchant as an employee or independent contractor (including Store Employees) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, unemployment compensation claims or claims by employees arising under workers' compensation or the WARN Act), other than (A) Harassment Claims or (B) claims arising from (1) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives (including for the avoidance of doubt any Supervisor or Temporary Employee) or (2) Consultant's breach of this Agreement; (iv) any liability or other claims, including, without limitation, any consumer warranty or products liability claims asserted by customers against Consultant or any Consultant Indemnified Party with respect to the Merchandise or FF&E, except claims arising from (A) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives or (B)

Consultant's breach of this Agreement; (v) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any employees, contractors, customers or representatives of any Consultant Indemnified Party by Merchant or any of its affiliates, or any of their respective representatives; (vi) the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale; and (vii) any liability or other claims arising out of liens, claims, interests and encumbrances asserted against the Merchandise or FF&E by any third parties. Notwithstanding anything to the contrary in this Section 10.4, Merchant does not indemnify and hold harmless any Consultant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.5 In connection with the Sale during the applicable Sale Term, Consultant shall utilize Merchant's trade name in Consultant's Sale-related advertising and on Consultant's website. The Sale of Merchandise shall be conducted utilizing the Merchant's trade names in a manner consistent with past practice; provided further that advertisements may be made in the manner specified in this Agreement in accordance with this Agreement. Except for the limited permission expressly provided in this Section 10.5, no right, title or interest in Merchant's trade names, trademarks, logos or trade dress is granted to Consultant, and all goodwill arising from their permitted use shall inure solely to the benefit of Merchant or the applicable owner. Upon expiration of the applicable Sale Term or earlier termination of this Agreement, Consultant shall cease such use and promptly remove the applicable materials from its website and other advertising channels.

## 11. INSURANCE

11.1 Merchant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance), consistent with its existing coverage, covering injuries to persons and property in or in connection with Merchant's operation of the Stores and the Warehouses and with respect to the E-Commerce Platform (as applicable), and shall cause Consultant to be an additional insured with respect to all applicable policies. Merchant shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence, willful misconduct or unlawful acts of Consultant or its employees, representatives, agents or Supervisors or Temporary Employees.

11.2 Consultant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in

connection with Consultant's provision of services at the Stores, and shall cause Merchant to be an additional insured with respect to applicable policies.

12. MISCELLANEOUS

12.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent electronically or by prepaid registered or certified mail, addressed as follows:

(a) in the case of Consultant:

TIGER CAPITAL GROUP, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attn: Mark P. Naughton
Senior General Counsel
Email: mnaughton@tigergroup.com

SB360 CAPITAL PARTNERS, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attn: Robert Raskin
Email: rraskin@sb360.com

GA RETAIL SOLUTIONS, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attn: Joseph Malfitano
Email: jmalfitano@gagroup.com

(b) in the case of Merchant:

The Children's Place, Inc.
500 Plaza Drive
Secaucus, NJ 07094
Attn: Kenneth Li
Email: kli@childrensplace.com

12.2 This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware without reference to any conflict of laws provisions to the extent they would have the effect of applying the laws of any other jurisdiction. Any action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement, the negotiation, execution, or

performance of this Agreement, or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement (each, an "**Agreement Dispute**") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the courts referred to in clause (a) and clause (b), the "**Chosen Courts**"). Each of the Parties irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. No Party will commence any Agreement Dispute except in the Chosen Courts, other than actions in any court of competent jurisdiction to enforce any order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine *of forum non-conveniens.* Venue would be proper in any of the Chosen Courts, and each Party hereby irrevocably waives any objection that any Chosen Court is an improper or inconvenient forum for any Agreement Dispute. Each of the Parties irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

12.3 ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. ANY AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.3.

12.4 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by, or invalid, under applicable law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction. Upon such determination that any provision is prohibited by, or invalid, under applicable law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the

transactions contemplated hereby are fulfilled to the fullest extent possible. If the Parties are unable to agree on such a modification, the court or other authority making such determination of prohibition or invalidity will have the power to reduce the scope, duration, area, or applicability of the provision, to delete specific words or phrases, or to replace the prohibited or invalid provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the prohibited or invalid provision.

12.5 This Agreement, together with the Applicable Confidentiality Agreements, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Merchant and Consultant. The Parties have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

12.6 Consultant may not assign this Agreement without the express prior written consent of Merchant. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Consultant shall have the right to syndicate its rights under this Agreement but in any event shall remain responsible to Merchant for all acts and omissions of any third party that Consultant syndicates its rights to (and the actions and omissions of such third parties for the avoidance of doubt shall be attributed to Consultant for purposes of Section 9.1 and the carveouts to Merchant's obligations pursuant to Section 10.4), and for the performance in accordance with this Agreement of the portion of the Services that are syndicated. Unless Merchant provides prior written consent, Consultant may syndicate rights only to firms with a similar reputation and standing in the applicable market as Consultant possesses in the United States.

12.7 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by electronic mail of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

12.8 Nothing contained herein shall be deemed to create any relationship between Consultant and Merchant other than that of an independent contractor. It is stipulated that the Parties are not partners or joint venturers.

12.9 Each of the Consultant Parties shall be jointly and severally liable for all obligations and liabilities of Consultant under this Agreement. Merchant may enforce any such obligation or liability against any one or more Consultant Parties without first seeking recovery from any other Consultant Party.

12.10 With respect to Merchant, The Children's Place, Inc. is authorized to act on behalf of each of its subsidiaries in all matters under this Agreement, including giving and

receiving notices, consents, approvals and other communications. Any action taken or notice or other communication given or received by The Children's Place, Inc. on behalf of any subsidiary under this Agreement shall be deemed taken, given or received on behalf of such subsidiary and shall be binding upon it.

12.11 In the event of any conflict or inconsistency between (i) this Agreement and the US Sale Guidelines, as may be approved, modified or amended by the Bankruptcy Court, the US Sale Guidelines shall govern with respect to the Stores located in the United States (the "**US Stores**"), and (ii) this Agreement and the Canadian Sale Guidelines, as may be approved, modified or amended by the Canadian Court, the Canadian Sale Guidelines shall govern with respect to the Stores located in Canada (the "**Canada Stores**") and the Warehouses located in Canada.

13. ADDITIONAL GOODS

13.1 After the Sale Commencement Date, upon the express prior written consent of Merchant with respect to each applicable Store, Consultant may deliver, at Consultant's sole cost and expense, to any Store certain items of merchandise (the "**Additional Goods**") of like kind and quality to the Merchandise in the Stores to be sold during the Sale. Merchant acknowledges that Consultant may discuss acquiring Additional Goods for the Sale with existing vendors of Merchant as well as Consultant's sources.

13.2 Consultant and Merchant intend that the transactions relating to the Additional Goods are, and shall be, construed as, a true consignment from Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to the Merchant the Additional Goods Fee (as defined below), at all times and for all purposes the Additional Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Additional Goods or the Additional Goods Proceeds, including the Lenders other than as as to the Additional Goods Fee payable to Merchant. The Merchant acknowledges that the Additional Goods shall be consigned to the Merchant as a true consignment under Article 9 of the Uniform Commercial Code. The Lenders shall not be granted any liens on the Additional Goods or the Additional Goods Proceeds (other than the Additional Goods Fee payable to Merchant) in any financing or cash collateral order entered by the Bankruptcy Court.

13.3 Consultant shall utilize distinct SKUs or other means to distinguish the Additional Goods from Merchandise at the Stores. The process shall be mutually acceptable to the Parties. Merchant shall collect all actual proceeds from sales of Additional Goods ("**Additional Goods Proceeds**") and distribute those proceeds to Consultant, less a fee to Merchant equal to six and one-half percent (6.5%) of Additional Goods Proceeds (the "**Additional Goods Fee**"), and less the applicable sales taxes from sales of Additional Goods, as part of the weekly reconciliation hereunder. Merchant shall collect applicable sales taxes from sales of Additional Goods at the point of sale and Merchant shall have full responsibility for the payment of such sales taxes to the appropriate taxing authorities in accordance with the applicable law, as well as in preparing and processing all reporting

forms, certificates, reports and other documentation required in connection with the payment of such taxes.

13.4 Subject to Merchant's consent, Consultant may make arrangements for the purchase of Additional Goods from Consultant's suppliers of goods as well as Merchant's existing suppliers of goods in a manner that is not disruptive to the Sale or Merchant's business relationships with such persons. To assist Consultant in that regard, from and after the date of this Agreement and solely on a non-binding basis without any liability to Merchant in connection therewith, Merchant shall, if requested by Consultant in writing, use Merchant's commercially reasonable efforts to assist Consultant with its efforts to negotiate orders with Merchant's suppliers for goods that Consultant is interested in purchasing as Additional Goods.

13.5 Immediately following the Sale Termination Date, Consultant shall remove, at its sole cost and expense, the remaining Additional Goods, if any, from the Stores. As part of the Final Reconciliation, Consultant and Merchant shall jointly prepare a final reconciliation of the sale of Additional Goods, consisting of a summary of Additional Goods Proceeds and any sales taxes paid in respect thereto. During the Sale, and until the Final Reconciliation is complete and all obligations under this Agreement have been satisfied, Merchant and Consultant shall have reasonable access to review and audit each other's records with respect to Additional Goods Proceeds and sales taxes related thereto. The Parties shall cooperate in good faith to resolve any disputes regarding such reconciliation. Upon completion of the Final Reconciliation, the Parties shall pay any remaining amounts necessary to give effect to the Additional Goods Fee under Section 13.3.

13.6. Consultant shall use its reasonable best efforts to ensure that sales of Additional Goods do not cannibalize sales of Merchandise.

14. FIXTURES

14.1 Consultant shall sell the furnishings, trade fixtures, equipment and improvements to real property owned by Merchant that are located in the Stores, the corporate and other offices of Merchant, and (solely after January 31, 2027) the Warehouses (collectively, "**FF&E**") for Merchant's benefit, for a commission equal to fifteen percent (15%) of the gross proceeds (net of applicable sales and other taxes) from the sale of such FF&E (the "**FF&E Fee**"), plus reimbursement of Consultant's actual, reasonable and documented out-of-pocket expenses incurred in connection with the sale of such assets (the "**FF&E Expenses**"), pursuant to a budget established by mutual agreement between Merchant and Consultant, provided that Consultant shall not sell any FF&E necessary for the operation of the E-Commerce Platform or located at the Owned Distribution Center or at any corporate office until Merchant provides its written approval, and shall ensure that FF&E sales with respect to all Stores and Warehouses and the E-Commerce Platform are effected in a manner that is not disruptive to the execution of the Sale. If requested in writing by Merchant, Consultant shall cease any and all FF&E sales as promptly as practicable and in any event within three days.

## 15. BANKRUPTCY

15.1 In the event that Merchant seeks relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**" and the case commenced thereby, a "**Bankruptcy Case**"), Merchant shall promptly seek United States Bankruptcy Court for District of New Jersey ("**Bankruptcy Court**") authority and approval (as applicable) to, among other things, (a) assume this Agreement and (b) conduct the Sale pursuant to the Sale Guidelines under sections 363 and 365 of the United States Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof). Such authority and approval will be sought pursuant to one or more interim and final orders (collectively, the "**Order**") with terms acceptable to both Merchant and Consultant that provide for, among other things, the following relief: (i) assumption of this Agreement; (ii) the payment of all fees and reimbursement of expenses hereunder to Consultant without further order of the Bankruptcy Court or the Canadian Court, free and clear of all liens, claims and encumbrances, on a weekly basis and otherwise in accordance with this Agreement; (iii) approval of the Sale Guidelines; (iv) approval of the transactions contemplated hereby, including the Sale pursuant to the Sale Guidelines and, in respect of the US Stores, without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale (it being acknowledged that the Sale at the Canada Stores and the Warehouses located in Canada shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, except as otherwise provided in the Canadian Sale Guidelines or ordered by the Canadian Court); (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) authorizing the sale of Additional Goods on the terms herein; (vii) inclusion of Consultant's fees and expenses in the budget approved in any financing order entered by the Bankruptcy Court; and (vii) authorizing Merchant to take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In the event of a Bankruptcy Case filing and subject to Section 15.2, and notwithstanding Section 12.2, the Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising in connection with this Agreement, including any legal action, suit or proceeding arising after the commencement of a Bankruptcy Case, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Order, if applicable, Consultant shall conduct the Sale in accordance with the terms of the Agreement, the Order, the Canadian Recognition Order (in respect of the Canada Stores and the Warehouses located in Canada) and the Sale Guidelines in all material respects. In the event Merchant commences a Bankruptcy Case and the Order is not entered by the Bankruptcy Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses actually incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court and (y) Consultant may, in its sole discretion, elect to apply the Deposit and/or to terminate this Agreement.

15.2 In the event of a Bankruptcy Case, Merchant shall, as soon as reasonably practicable following entry of each interim and final Order, as applicable, seek an order (the "**Canadian Recognition Order**") of the Ontario Superior Court of Justice (Commercial List) or such other court of competent jurisdiction (the "**Canadian Court**") in the proceedings commenced in respect of Merchant under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**Recognition Proceedings**") recognizing and giving full force and effect to the Order in Canada pursuant to section 49 of the CCAA. Consultant acknowledges and agrees that: (i) the Sale at the Canada Stores and the Warehouses located in Canada following the commencement of the Recognition Proceedings shall be subject to the Canadian Recognition Order, and Consultant shall conduct the Sale at the Canada Stores and the Warehouses located in Canada in accordance with the Canadian Recognition Order and the Canadian Sale Guidelines as approved by the Canadian Court; (ii) in the event of any conflict between this Agreement or the Order, on the one hand, and the Canadian Recognition Order or any other order of the Canadian Court, on the other hand, the orders of the Canadian Court shall govern solely with respect to the Canada Stores and the Warehouses located in Canada and the property of Merchant in Canada; (iii) notwithstanding Section 15.1 and Section 12.2, the Canadian Court shall have jurisdiction to resolve any dispute relating to the conduct of the Sale at the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or the property of Merchant in Canada, including any dispute with landlords of the Canada Stores and the Warehouses located in Canada; and (iv) Consultant shall cooperate with Merchant and any information officer appointed by the Canadian Court in the Recognition Proceedings (the "**Information Officer**"), including by providing such information as the Information Officer may reasonably require to report to the Canadian Court, and shall use commercially reasonable efforts to assist Merchant in resolving any objections to the relief sought in the Recognition Proceedings. In the event the Canadian Recognition Order is not granted by the Canadian Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses incurred in connection with the Sale at the Canada Stores and the Warehouses located in Canada through and including the day immediately after denial of such relief by the Canadian Court and (y) Consultant may, in its sole discretion, elect to terminate this Agreement solely with respect to the Canada Stores, the Warehouses located in Canada and the Sale in Canada, and this Agreement shall otherwise remain in full force and effect.

16. E-COMMERCE PLATFORM

16.1 Consultant shall have the right to use Merchant's e-commerce site and related sales platform ("**E-Commerce Platform**") in connection with the Sale to fulfill customer orders made during the Sale Term and otherwise promote, subject to Merchant's approval rights herein, the Sale (in Consultant's capacity as Consultant hereunder) and Merchant shall use commercially reasonable efforts to continue to seek to provide for the operation and maintenance of the E-Commerce Platform in the ordinary course of business

and seek to provide Consultant with reasonable assistance with respect to the functionality of the E-Commerce Platform, fulfillment of orders, and promotion of the Sale. Consultant shall use commercially reasonable efforts to notify Merchant of its intention to stop using the E-Commerce Platform as soon as possible. Upon discontinuing the use of the E-Commerce Platform as a sales platform to fulfill customer orders, Merchant, at its option, shall either (a) host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function or (b) shall cooperate with Consultant to allow Consultant to transition and host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function. Consultant and Merchant hereby further agree to the following: (i) all Merchandise sold through the E-Commerce Platform shall be counted based on shipments to customers; (ii) Merchant and Consultant shall mutually agree upon an allocation of Merchandise to be sold using the E-Commerce Platform, which Merchandise shall not be subject to the requirement to arrive at the Stores by the Sale Termination Date; (iii) Consultant shall be authorized to sell Additional Goods through the E-Commerce Platform, subject to Merchant's consent pursuant to Section 13.1; and (iv) the Parties may implement such other processes, procedures, and agreements as may be necessary or appropriate for the efficient and continued operation of the E-Commerce Platform. Merchant agrees that neither Merchant nor any other person or entity (other than Consultant) shall complete any sale of goods for Merchant's or any other person's or entity's account utilizing the E-Commerce Platform during the Sale Term and Merchant shall otherwise comply with Merchant's obligations under this Agreement in respect of the E-Commerce Platform. For the avoidance of doubt, Consultant's rights, and Merchant's obligations, with respect to the E-Commerce Platform pursuant to this Agreement shall not include any sales through Amazon.

Docusign Envelope ID: C284DE47-A2A5-8B79-8031-E88BC72E480B


IN WITNESS WHEREOF, each Party has executed this Agreement or caused this Agreement to be executed by its duly authorized officers as of the date first written above.

**TIGER CAPITAL GROUP, LLC**
By:
Name: Mark P. Waughton
Title: Senior General Counsel

**GA RETAIL SOLUTIONS, LLC**
By: Signed by:
7A3480027F27452...
Name: Joseph Malfitano
Title: President & Head of Retail, Merchant & Industrial Solutions

**SB360 CAPITAL PARTNERS, LLC**
By:
Name: Aaron Miller
Title: President

**THE CHILDREN'S PLACE, INC. (on behalf of itself and its subsidiaries constituting Merchant)**
By:
Name: John Szczepanski
Title: Chief Financial Officer

**EXHIBIT A**

(separately attached)

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 2 | Willowbrook Mall | 2630 WILLOWBROOK MALL | Wayne | NJ | 7470 | US |
| 6 | Paramus Park | 700 PARAMUS PARK | Paramus | NJ | 7652 | US |
| 7 | Springfield Mall | 1250 BALTIMORE PIKE | Springfield | PA | 19064 | US |
| 9 | Deptford Mall | 1750 DEPTFORD CENTER RD | Deptford | NJ | 8096 | US |
| 15 | Woodbridge Center | 300 WOODBRIDGE CENTER DRI | Woodbridge | NJ | 7095 | US |
| 17 | Rockaway Townsquare | 301 MT HOPE AVE | Rockaway | NJ | 7866 | US |
| 24 | Roosevelt Field | 630 OLD COUNTRY ROAD | Garden City | NY | 11530 | US |
| 28 | Fairlane Town Center | 18900 MICHIGAN AVE. | Dearborn | MI | 48126 | US |
| 44 | Southlake Mall | 2109 SOUTHLAKE MALL | Merrillville | IN | 46410 | US |
| 66 | Willow Grove Park | 2500 W MORELAND RD | Willow Grove | PA | 19090 | US |
| 91 | Harlem Irving Plaza | 4014 N HARLEM AVE | Norridge | IL | 60706 | US |
| 94 | White Marsh Mall | 8200 PERRY HALL BLVD | Baltimore | MD | 21236 | US |
| 96 | Staten Island Mall | 2655 RICHMOND AVENUE | Staten Island | NY | 10314 | US |
| 101 | Annapolis Mall | 2002 ANNAPOLIS MALL | Annapolis | MD | 21401 | US |
| 104 | North Riverside Park | 7501 WEST CERMAK ROAD | North Riverside | IL | 60546 | US |
| 107 | Green Acres Mall | 2010 GREEN ACRES MALL | Valley Stream | NY | 11581 | US |
| 610 | Kittery Premium Outlets | 345 US-1 | Kittery | ME | 3904 | US |
| 641 | Glenbrook Square | 4201 COLDWATER RD | Fort Wayne | IN | 46805 | US |
| 644 | Jefferson Valley Mall | 650 LEE BLVD. | Yorktown Heights | NY | 10598 | US |
| 663 | Danbury Fair | 7 BACKUS AVE | Danbury | CT | 6810 | US |
| 666 | Emerald Square | 999 SOUTH WASHINGTON ST. | North Attleboro | MA | 2760 | US |
| 667 | Walden Galleria | 1 WALDEN GALLERIA | Buffalo | NY | 14225 | US |
| 674 | Franklin Mall | 1455 FRANKLIN MILLS CIR | Philadelphia | PA | 19154 | US |
| 677 | The Shoppes at Buckland Hills | 194 BUCKLAND HILLS DR | Manchester | CT | 6040 | US |
| 678 | St. Charles Towne Center | 11110 MALL CIR | Waldorf | MD | 20603 | US |
| 682 | Queens Center | 90-15 QUEENS BLVD. | Elmhurst | NY | 11373 | US |
| 683 | Freehold Raceway Mall | 3710 US-9 | Freehold Township | NJ | 7728 | US |
| 685 | Destiny USA | 1 DESTINY USA DR | Syracuse | NY | 13290 | US |
| 688 | Florence Mall | 2028 FLORENCE MALL | Florence | KY | 41042 | US |
| 695 | Hanes Mall | 3320 SILAS CREEK PKWY | Winston-Salem | NC | 27103 | US |
| 696 | Coral Square Mall | 9319 W. ATLANTIC BLVD. | Coral Springs | FL | 33071 | US |
| 699 | Kings Plaza Shopping Center | 5100 KINGS PLAZA | Brooklyn | NY | 11234 | US |
| 701 | Mall at Rockingham Park | 99 ROCKINGHAM PARK BLVD. | Salem | NH | 3079 | US |
| 703 | Mall Of America | 60 E BROADWAY | Bloomington | MN | 55425 | US |
| 707 | South Shore Plaza | 250 GRANITE ST | Braintree | MA | 2184 | US |
| 711 | Square One Mall | 1201 BROADWAY | Saugus | MA | 1906 | US |
| 715 | Newport Centre | 30 MALL DRIVE WEST | Jersey City | NJ | 7310 | US |
| 718 | Towson Town Center | 825 DULANEY VALLEY ROAD | Towson | MD | 21204 | US |
| 719 | Northshore Mall | 210 ANDOVER ST | Peabody | MA | 1960 | US |
| 722 | The Maine Mall | 364 MAINE MALL RD | South Portland | ME | 4106 | US |
| 725 | Orland Square | 288 ORLAND SQUARE DR | Orland Park | IL | 60462 | US |
| 731 | Bayridge | 417-419 86TH STREET | Brooklyn | NY | 11209 | US |
| 733 | Castleton Square | 6020 E 82ND ST | Indianapolis | IN | 46250 | US |
| 735 | Quaker Bridge Mall | 3320 US-1 | Lawrenceville | NJ | 8648 | US |
| 739 | Smith Haven Mall | 304 SMITH HAVEN MALL | Lake Grove | NY | 11755 | US |
| 740 | South Shore Mall | 1701 SUNRISE HWY | Bay Shore | NY | 11706 | US |
| 743 | River Oaks Center | 96 RIVER OAKS CENTER DR | Calumet City | IL | 60409 | US |
| 745 | Oxford Valley Mall | 2300 LINCOLN HIGHWAY | Langhorne | PA | 19047 | US |
| 746 | Cherry Hill Mall | 2000 NJ-38 | Cherry Hill | NJ | 8002 | US |
| 748 | Potomac Mills | 2700 POTOMAC MILLS CIR | Woodbridge | VA | 22192 | US |
| 753 | Gurnee Mills | 6170 WEST GRAND AVE. | Gurnee | IL | 60031 | US |
| 755 | Fox Valley Mall | 2200 FOX VALLEY CENTER DR | Aurora | IL | 60504 | US |
| 761 | The Crossroads | 6650 S WESTNEDGE AVE | Portage | MI | 49024 | US |
| 767 | South Hills Village | 301 S HILLS VILLAGE | Pittsburgh | PA | 15241 | US |
| 768 | Brass Mills Center | 495 UNION STREET | Waterbury | CT | 6902 | US |
| 772 | The Mall at Fairfield Commons | 2727 FAIRFIELD CMNS | Beavercreek | OH | 45431 | US |
| 775 | Monroeville Mall | 200 MALL CIR DR | Monroeville | PA | 15146 | US |
| 776 | Four Seasons Town Centre | 410 FOUR SEASONS TOWN CEN | Greensboro | NC | 27407 | US |
| 777 | Fashion Outlet Of Niagara Falls USA | 1900 MILITARY RD | Niagara Falls | NY | 14304 | US |
| 778 | Trumbull Mall | 5065 MAIN ST | Trumbull | CT | 6611 | US |
| 782 | Roosevelt Mall | 2329 COTTMAN AVE | Philadelphia | PA | 19149 | US |
| 788 | Summit Mall | 3265 W MARKET ST | Akron | OH | 44333 | US |
| 801 | Connecticut Post Mall | 1201 BOSTON POST RD | Milford | CT | 6460 | US |
| 804 | St. Clair Square | 134 ST CLAIR SQUARE | Fairview Heights | IL | 62208 | US |
| 811 | Hamilton Place | 2100 HAMILTON PL BLVD | Chattanooga | TN | 37421 | US |
| 818 | Millcreek Mall Complex | 5800 PEACH ST | Erie | PA | 16565 | US |
| 819 | WestGate Mall | 205 W BLACKSTOCK RD | Spartanburg | SC | 29301 | US |
| 822 | Fox River Mall | 4301 W WISCONSIN AVE | Appleton | WI | 54913 | US |
| 823 | Haywood Mall | 700 HAYWOOD RD | Greenville | SC | 29607 | US |
| 824 | Oak Park Mall | 11215 W 95TH. STREET | Overland Park | KS | 66214 | US |
| 828 | Lehigh Valley Mall | 250 LEHIGH VALLEY MALL | Whitehall | PA | 18052 | US |
| 831 | Tanger Outlets Commerce | 800 STEVEN B TANGER BLVD | Commerce | GA | 30529 | US |
| 834 | SouthPark Mall | 500 SOUTHPARK CENTER | Strongsville | OH | 44136 | US |
| 835 | Augusta Mall | 3450 WHRIGHTSBORO RD | Augusta | GA | 30909 | US |
| 837 | Town Center At Cobb | 400 ERNEST W BARRETT PKWY | Kennesaw | GA | 30144 | US |
| 839 | Fayette Mall | 3401 NICHOLASVILLE RD | Lexington | KY | 40503 | US |
| 840 | Westfield Wheaton | 11160 VEIRS MILL RD | Wheaton | MD | 20902 | US |
| 841 | Auburn Mall | 385 SOUTHBRIDGE ST | Auburn | MA | 1501 | US |
| 843 | Park City Center | 660 PARK CITY CENTER | Lancaster | PA | 17601 | US |
| 847 | Great Lakes Crossing Outlets | 4000 BALDWIN RD | Auburn Hills | MI | 48326 | US |
| 851 | Lake Success Shopping Center | 1526 UNION TPKE | New Hyde Park | NY | 11040 | US |
| 853 | Northwoods Mall | 2150 NORTHWOODS BLVD | North Charleston | SC | 29406 | US |
| 854 | Southpark Mall | 230 SOUTHPARK CIR | Colonial Heights | VA | 23834 | US |
| 903 | Oglethorpe Mall | 7804 ABERCORN EXTENTION | Savannah | GA | 31406 | US |
| 904 | Cross Creek Mall | 419 CROSS CREEK MALL | Fayetteville | NC | 28303 | US |
| 906 | Southlake Mall | 1238 SOUTHLAKE MALL | Morrow | GA | 30260 | US |
| 912 | Hagerstown Premium Outlets | 495 PREMIUM OUTLETS BLVD | Hagerstown | MD | 21740 | US |
| 913 | Governor's Square | 1500 APALACHEE PKWY | Tallahassee | FL | 32301 | US |
| 914 | Plymouth Meeting Mall | 500 GERMANTOWN PIKE | Plymouth Meeting | PA | 19462 | US |
| 916 | Northwoods Mall | 2200 W WAR MEMORIAL DR | Peoria | IL | 61613 | US |
| 918 | Oakwood Mall | 4800 GOLF ROAD | Eau Claire | WI | 54701 | US |
| 920 | Sawgrass Mills | 12801 W SUNRISE BLVD | Sunrise | FL | 33323 | US |
| 923 | Greenwood Mall | 2625 SCOTTSVILLE RD | Bowling Green | KY | 42104 | US |
| 926 | Dulles Town Center | 21100 DULLES TOWN CIR | Sterling | VA | 20166 | US |
| 929 | Bergen Town Center | 1 BERGEN TOWN CENTER | Paramus | NJ | 7652 | US |
| 930 | Towne East Square | 7700 E KELLOGG DR | Wichita | KS | 67207 | US |
| 933 | The Mall at Barnes Crossing | 1001 BARNES CROSSING RD | Tupelo | MS | 38804 | US |
| 934 | Mall of Georgia | 3333 BUFORD DR | Buford | GA | 30519 | US |
| 939 | Providence Place | ONE PROVIDENCE PL | Providence | RI | 2903 | US |
| 940 | Northwest Arkansas Mall | 4201 N SHILOH DR | Fayetteville | AR | 72703 | US |
| 943 | Concord Mills | 8111 CONCORD MILLS BLVD | Concord | NC | 28027 | US |
| 945 | The Mills at Jersey Gardens | 651 KAPKOWSKI ROAD | Elizabeth | NJ | 7201 | US |
| 956 | The Florida Mall | 8001 SOUTH ORANGE BLOSSOM | Orlando | FL | 32809 | US |
| 962 | Fashion Centre @ Pentagon City | 1100 S. HAYES ST. | Arlington | VA | 22202 | US |
| 963 | Jackson Premium Outlets | 537 MONMOUTH RD | Jackson Township | NJ | 8527 | US |
| 965 | West Town Mall | 7600 KINGSTON PIKE | Knoxville | TN | 37919 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 969 | Arbor Place Mall | 1420 ARBOR PLACE MALL | Douglasville | GA | 30135 | US |
| 975 | The Empire Mall | 4001 W 41ST STREET | Sioux Falls | SD | 57106 | US |
| 977 | Spotsylvania Towne Centre | 137 SPOTSYLVANIA MALL DR | Fredericksburg | VA | 22407 | US |
| 979 | Washington Heights | 600 WEST 181 ST | New York | NY | 10033 | US |
| 982 | Miami International Mall | 1455 NW 107TH AVE | Doral | FL | 33172 | US |
| 983 | Columbiana Centre | 100 COLUMBIANA CIR | Columbia | SC | 29212 | US |
| 987 | Five Towns | 253-01 ROCKAWAY BLVD. | Rosedale | NY | 11422 | US |
| 989 | Woodbury Commons Premium Outlets | 147 Niagara Lane | Central Valley | NY | 10917 | US |
| 1010 | Meadowood Mall | 5000 MEADOWOOD MALL CIR | Reno | NV | 89502 | US |
| 1011 | CoolSprings Galleria | 1800 GALLERIA BLVD | Franklin | TN | 37067 | US |
| 1017 | Katy Mills | 5000 KATY MILLS CIR | Katy | TX | 77494 | US |
| 1021 | North Star Mall | 7400 SAN PEDRO AVE | San Antonio | TX | 78216 | US |
| 1024 | Opry Mills | 433 OPRY MILLS DR | Nashville | TN | 37214 | US |
| 1025 | Cape Cod Mall | 769 IYANNOUGH RD | Hyannis | MA | 2601 | US |
| 1028 | Myrtle Avenue | 57-37 MYRTLE AVE. | Queens | NY | 11385 | US |
| 1029 | First Colony Mall | 16535 SOUTHWEST FWY | Sugar Land | TX | 77479 | US |
| 1033 | South County Center | 18 S County Center Way | St. Louis | MO | 63129 | US |
| 1034 | Golden East Crossing | 1100 N WESLEYAN BLVD | Rocky Mount | NC | 27804 | US |
| 1039 | Grapevine Mills | 3000 GRAPEVINE MILLS PKWY | Grapevine | TX | 76051 | US |
| 1041 | Willowbrook Mall | 2000 WILLOWBROOK MALL | Houston | TX | 77070 | US |
| 1044 | Oakridge Mall | 925 BLOSSOM HILL ROAD | San Jose | CA | 95123 | US |
| 1045 | Galleria Dallas | 13350 DALLAS PARKWAY | Dallas | TX | 75240 | US |
| 1046 | Town East Mall | 2063 TOWN EAST MALL | Mesquite | TX | 75150 | US |
| 1047 | Chicago Ridge Mall | 9500 RIDGELAND AVE | Chicago Ridge | IL | 60415 | US |
| 1050 | Solano Town Center | 1350 TRAVIS BLVD | Fairfield | CA | 94533 | US |
| 1051 | University Park Mall | 6501 N GRAPE ROAD | Mishawaka | IN | 46545 | US |
| 1053 | Valley Hills Mall | 1960 US-70 | Hickory | NC | 28602 | US |
| 1058 | Chesapeake Square Mall | 4200 PORTSMOUTH BLVD | Chesapeake | VA | 23321 | US |
| 1060 | Layton Hills Mall | 1201 N HILL FIELD RD | Layton | UT | 84041 | US |
| 1063 | Ingram Park Mall | 6301 NW LOOP 410 | San Antonio | TX | 78238 | US |
| 1065 | Tanger Outlet Branson | 300 TANGER BLVD | Branson | MO | 65616 | US |
| 1068 | Westland Mall | 1675 W 49TH ST | Hialeah | FL | 33012 | US |
| 1069 | FlatIron Crossing | 1 W FLATIRON CROSSING DR | Broomfield | CO | 80021 | US |
| 1071 | Pembroke Lakes Mall | 11401 PINES BLVD | Pembroke Pines | FL | 33026 | US |
| 1074 | Cielo Vista Mall | 8401 GATEWAY BLVD W | El Paso | TX | 79925 | US |
| 1075 | Patrick Henry Mall | 12300 JEFFERSON AVE | Newport News | VA | 23602 | US |
| 1079 | Northpark Mall | 1200 E COUNTY LINE | Ridgeland | MS | 39157 | US |
| 1080 | Southern Hills Mall | 4400 SERGEANT RD | Sioux City | IA | 51106 | US |
| 1083 | Altamonte Mall | 451 E ALTAMONTE DR | Altamonte Springs | FL | 32701 | US |
| 1084 | Old Hickory Mall | 2021 N HIGHLAND AVE | Jackson | TN | 38305 | US |
| 1088 | Mall Del Norte | 5300 SAN DARIO AVE | Laredo | TX | 78041 | US |
| 1099 | La Plaza Mall | 2200 S 10TH ST | McAllen | TX | 78503 | US |
| 1100 | Wrentham Village Premium Outlets | 1 PREMIUM OUTLETS BLVD. | Wrentham | MA | 2093 | US |
| 1102 | Westgate Mall | 200 WESTGATE DRIVE | Brockton | MA | 2301 | US |
| 1203 | Sunrise Mall | 2370 NORTH EXPY | Brownsville | TX | 78526 | US |
| 1204 | Cumberland Mall | 2860 CUMBERLAND MALL SE | Atlanta | GA | 30339 | US |
| 1213 | Galleria at Tyler | 1299 GALLERIA AT TYLER | Riverside | CA | 92503 | US |
| 1214 | The Avenues | 10300 SOUTHSIDE BLVD | Jacksonville | FL | 32256 | US |
| 1215 | Arden Fair | 1689 ARDEN WAY | Sacramento | CA | 95815 | US |
| 1217 | La Palmera | 5488 S PADRE ISLAND DR | Corpus Christi | TX | 78411 | US |
| 1219 | Northridge Mall | 796 NORTHRIDGE DR | Salinas | CA | 93906 | US |
| 1220 | Boise Towne Square | 350 N MILWAUKEE | Boise | ID | 83704 | US |
| 1221 | Plaza Bonita | 3030 PLAZA BONITA | National City | CA | 91950 | US |
| 1226 | Countryside Mall | 27001 US HWY 19 N | Clearwater | FL | 33761 | US |
| 1231 | Independence Mall | 3500 OLEANDER DR | Wilmington | NC | 28403 | US |
| 1233 | Brandon Exchange | 459 BRANDON TOWN CENTER D | Brandon | FL | 33511 | US |
| 1234 | Southridge Mall | 5300 S 76TH ST | Greendale | WI | 53129 | US |
| 1236 | Lakeland Square Mall | 3800 US HWY 98 N | Lakeland | FL | 33809 | US |
| 1237 | Westfield Culver City | 6000 SEPULVEDA BOULEVARD | Culver City | CA | 90230 | US |
| 1238 | Southland Mall | ONE SOUTHLAND MALL DR | Hayward | CA | 94545 | US |
| 1240 | MainPlace Mall | 2800 N MAIN ST | Santa Ana | CA | 92705 | US |
| 1241 | Lima Mall | 2400 EILDA RD | Lima | OH | 45805 | US |
| 1242 | Great Mall | 447 GREAT MALL DR | Milpitas | CA | 95035 | US |
| 1250 | Northridge Fashion Center | 9301 TAMPA AVE | Northridge | CA | 91324 | US |
| 1256 | South Bay Galleria | 1815 HAWTHORNE BLVD | Redondo Beach | CA | 90278 | US |
| 1257 | Orange Park Mall | 1910 WELLS RD | Orange Park | FL | 32073 | US |
| 1260 | Mall At Prince George's | 3500 EAST-WEST HWY | Hyattsville | MD | 20782 | US |
| 1263 | Lakewood Center | 366 LAKEWOOD CENTER | Lakewood | CA | 90712 | US |
| 1264 | Dartmouth Mall | 200 N DARTMOUTH MALL | Dartmouth | MA | 2747 | US |
| 1266 | Westgate Mall | 7701 WEST I 40 | Amarillo | TX | 79121 | US |
| 1268 | Town Center @ Waterfront | 223 W.BRIDGE ST | Homestead | PA | 15120 | US |
| 1273 | The Mall at Stonecrest | 2929 TURNER HILL RD | Stonecrest | GA | 30038 | US |
| 1276 | The Mall at Robinson | 100 ROBINSON CENTER DR | Pittsburgh | PA | 15205 | US |
| 1280 | Hulen Mall | 4800 S HULEN ST | Fort Worth | TX | 76132 | US |
| 1282 | Chandler Fashion Center | 3111 W CHANDLER BLVD | Chandler | AZ | 85226 | US |
| 1287 | Bergenline Ave. | 5815 BERGENLINE AVE. | West New York | NJ | 7093 | US |
| 1288 | Francis Scott Key Mall | 5500 BUCKEYSTOWN PIKE | Frederick | MD | 21703 | US |
| 1291 | Valley Plaza | 2701 MING AVE | Bakersfield | CA | 93304 | US |
| 1298 | Copperwood Village | 6751 HIGHWAY 6 NORTH | Houston | TX | 77084 | US |
| 1299 | Arundel Mills | 7000 ARUNDEL MILLS CIRCLE | Hanover | MD | 21076 | US |
| 1305 | Central Mall | 5111 ROGERS AVE | Fort Smith | AR | 72903 | US |
| 1307 | Edison Mall | 4125 CLEVELAND AVE | Fort Myers | FL | 33901 | US |
| 1310 | Meadows Mall | 4300 MEADOWS LN | Las Vegas | NV | 89107 | US |
| 1315 | Woodland Hills Mall | 7021 S MEMORIAL DR | Tulsa | OK | 74133 | US |
| 1321 | Baybrook Mall | 500 BAYBROOK MALL | Friendswood | TX | 77546 | US |
| 1407 | Lakeline Mall | 11200 LAKELINE MALL DR | Cedar Park | TX | 78613 | US |
| 1408 | Desert Sky Mall | 7611 W THOMAS RD | Phoenix | AZ | 85033 | US |
| 1411 | Irving Mall | 3880 IRVING MALL | Irving | TX | 75062 | US |
| 1413 | Superstition Springs Center | 6555 E SOUTHERN AVE | Mesa | AZ | 85206 | US |
| 1418 | Colorado Mills | 14500 W COLFAX AVE. | Lakewood | CO | 80401 | US |
| 1421 | Steinway Street | 31-53 STEINWAY STREET | Astoria | NY | 11103 | US |
| 1427 | Triangle Town Center | 5959 TRIANGLE TOWN BLVD | Raleigh | NC | 27616 | US |
| 1429 | Sugarloaf Mills | 5900 SUGARLOAF PARKWAY | Lawrenceville | GA | 30043 | US |
| 1430 | Riverchase Galleria | 2000 RIVERCHASE GALLERIA | Birmingham | AL | 35244 | US |
| 1434 | Coronado Center | 6600 MENAUL BLVD NE | Albuquerque | NM | 87110 | US |
| 1436 | Pecanland Mall | 4700 MILLHAVEN RD | Monroe | LA | 71203 | US |
| 1439 | The Shoppes at Eastchase | 7274 EASTCHASE PKWY | Montgomery | AL | 36117 | US |
| 1442 | Arizona Mills | 5000 ARIZONA MILLS CIRCLE | Tempe | AZ | 85282 | US |
| 1443 | Lighthouse Place Premium Outlets | 601 WABASH ST | Michigan City | IN | 46360 | US |
| 1447 | Shoppes at Bel Air | 3444 BEL AIR MALL | Mobile | AL | 36606 | US |
| 1449 | Montclair Place | 5060 N MONTCLAIR PLAZA LN | Montclair | CA | 91763 | US |
| 1450 | Peachtree Mall | 3131 MANCHESTER EXPY | Columbus | GA | 31909 | US |
| 1451 | Johnson Creek Premium Outlets | 575 WEST LINMAR LANE | Johnson Creek | WI | 53038 | US |
| 1452 | The Forum At Olympia Parkway | 8320 AGORA PKWY | Selma | TX | 78154 | US |
| 1453 | Rivertowne Commons | 6147 OXON HILL RD | Oxon Hill | MD | 20745 | US |
| 1454 | Meyerland Plaza Shopping Cnt | 565 MEYERLAND PLAZA | Houston | TX | 77096 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 1461 | Ontario Mills | 1 MILLS CIR | Ontario | CA | 91764 | US |
| 1464 | Cottonwood Mall | 10000 COORS BLVD | Albuquerque | NM | 87114 | US |
| 1466 | Valley View Mall | 4802 VALLEY VIEW BLVD NW | Roanoke | VA | 24012 | US |
| 1467 | Louis Joliet Mall | 3340 MALL LOOP DR | Joliet | IL | 60431 | US |
| 1472 | Pacific Avenue | 6423 PACIFIC AVENUE | Huntington Park | CA | 90255 | US |
| 1482 | The Shops at Montebello | 2134 MONTEBELLO TOWN CENT | Montebello | CA | 90640 | US |
| 1484 | South Park Mall | 2310 SW MILITARY DRIVE | San Antonio | TX | 78224 | US |
| 1496 | Cross County Center | 8000 MALL WALK | Yonkers | NY | 10704 | US |
| 1499 | Fashion Fair | 645 E SHAW AVE | Fresno | CA | 93710 | US |
| 1601 | Camarillo Premium Outlets | 950 CAMARILLO CENTER DRIVE | Camarillo | CA | 93010 | US |
| 1605 | Memorial City Mall | 303 MEMORIAL CITY WAY | Houston | TX | 77024 | US |
| 1608 | Atlantic Square | 2000 S ATLANTIC BLVD | Monterey Park | CA | 91754 | US |
| 1616 | Franklin Square Plaza | 175 FRANKLIN ST | Bloomfield | NJ | 7003 | US |
| 1623 | Friendly Shopping Center | 810 FRIENDLY CENTER ROAD | Greensboro | NC | 27408 | US |
| 1630 | Allen Premium Outlets | 820 W STACY RD | Allen | TX | 75013 | US |
| 1631 | Capital City | 3506 CAPITAL CITY MALL DR | Camp Hill | PA | 17011 | US |
| 1634 | Park Place | 5870 E BROADWAY BLVD | Tucson | AZ | 85711 | US |
| 1638 | Gulfport Premium Outlets | 10000 FACTORY SHOP BLVD | Gulfport | MS | 39503 | US |
| 1639 | Grove City Premium Outlets | 1911 LEESBURG GROVE CITY R | Grove City | PA | 16127 | US |
| 1643 | Citrus Park Town Center | 8021 CITRUS PARK TOWN | Tampa | FL | 33625 | US |
| 1650 | Barton Creek Square | 2901 S CAPITAL OF TEXAS HWY | Austin | TX | 78746 | US |
| 1653 | The Mall Of Victor Valley | 14400 BEAR VALLEY ROAD | Victorville | CA | 92392 | US |
| 1654 | Melbourne Square | 1700 W NEW HAVEN AVE | Melbourne | FL | 32904 | US |
| 1704 | Coastal Grand Mall | 2000 COASTAL GRAND CIR | Myrtle Beach | SC | 29577 | US |
| 1709 | Chicago Premium Outlets | 1650 PREMIUM OUTLETS BLVD | Aurora | IL | 60502 | US |
| 1711 | South Plains Mall | 6002 SLIDE RD | Lubbock | TX | 79414 | US |
| 1712 | Stonewood Center | 423 STONEWOOD STREET | Downey | CA | 90241 | US |
| 1713 | The Mall at Greece Ridge | 271 GREECE RIDGE CENTER DF | Rochester | NY | 14626 | US |
| 1718 | North Georgia Premium Outlets | 800 GA-400 | Dawsonville | GA | 30534 | US |
| 1720 | Aurora Farms Premium Outlets | 549 S CHILLICOTHE RD | Aurora | OH | 44202 | US |
| 1723 | Ferry Street | 181 FERRY STREET | Newark | NJ | 7105 | US |
| 1727 | Silver Sands Premium Outlets | 10562 EMERALD COAST PKWY V | Miramar Beach | FL | 32550 | US |
| 1732 | Magnolia Mall | 2701 DAVID H MCLEOD BLVD | Florence | SC | 29501 | US |
| 1733 | Finger Lakes Premium Outlets | 655 ROUTE 318 76 | Waterloo | NY | 13165 | US |
| 1734 | Ellenton Premium Outlets | 5233 FACTORY SHOPS BLVD | Ellenton | FL | 34222 | US |
| 1737 | Kingwood Commons | 756 KINGWOOD DRIVE | Kingwood | TX | 77339 | US |
| 1744 | Jordan Creek Town Center | 101 JORDAN CREEK PKWY | West Des Moines | IA | 50266 | US |
| 1745 | Gilroy Premium Outlets | 8300 ARROYO CIRCLE | Gilroy | CA | 95020 | US |
| 1750 | Orlando International Premium Outlets | 4951 INTERNATIONAL DR | Orlando | FL | 32819 | US |
| 1752 | Tanger Outlets Gonzales | 2100 TANGER BLVD | Gonzales | LA | 70737 | US |
| 1755 | Pocono Premium Outlets | 1000 PREMIUM OUTLETS DR | Tannersville | PA | 18372 | US |
| 1806 | Las Americas | 4459 CAMINO DE LA PLAZA | San Diego | CA | 92173 | US |
| 1815 | Louisiana Boardwalk | 315 BOARDWALK BLVD | Bossier City | LA | 71111 | US |
| 1819 | Indiana Premium Outlets | 11875 NE EXECUTIVE DRIVE | Edinburgh | IN | 46124 | US |
| 1820 | Town Center at Aurora | 14200 E ALAMEDA AVE | Aurora | CO | 80012 | US |
| 1823 | Northlake Mall | 6801 NORTHLAKE MALL DRIVE | Charlotte | NC | 28216 | US |
| 1826 | Imperial Valley Mall | 3451 S DOGWOOD AVE | El Centro | CA | 92243 | US |
| 1827 | Village at Sandhill | 481 TOWN CENTER PL | Columbia | SC | 29229 | US |
| 1835 | The Promenade Shops at Centerra | 5971 SKY POND DR | Loveland | CO | 80537 | US |
| 1839 | Parkdale Mall | 6155 EASTEX FWY | Beaumont | TX | 77706 | US |
| 1841 | Yuma Palms | 1490 SOUTH YUMA PALMS PKY | Yuma | AZ | 85364 | US |
| 1843 | Birch Run Premium Outlets | 12240 BEYER RD | Birch Run | MI | 48415 | US |
| 1844 | Calhoun Outlet Marketplace | 455 BELWOOD RD | Calhoun | GA | 30701 | US |
| 1846 | Williamsburg Premium Outlets | 5715 RICHMOND RD | Williamsburg | VA | 23188 | US |
| 1847 | Santa Fe Place Mall | 4250 CERRILLOS RD | Santa Fe | NM | 87507 | US |
| 1852 | Round Rock Premium Outlets | 4401 N INTERSTATE HWY 35 | Round Rock | TX | 78664 | US |
| 1854 | Logan Valley Mall | 5580 GOODS LN | Altoona | PA | 16602 | US |
| 1855 | Arnot Mall | 3300 CHAMBERS ROAD SOUTH | Horseheads | NY | 14845 | US |
| 1856 | Los Cerritos Center | 239 LOS CERRITOS CENTER | Cerritos | CA | 90703 | US |
| 1857 | Outlets at the Dells | 210 GASSER ROAD | Baraboo | WI | 53913 | US |
| 1860 | Vero Beach Outlet | 1683/1685 94TH DRIVE | Vero Beach | FL | 32966 | US |
| 1866 | The Woodlands Mall | 1201 LAKE WOODLANDS DR | The Woodlands | TX | 77380 | US |
| 1867 | Jacksonville Mall | 375 JACKSONVILLE MALL | Jacksonville | NC | 28546 | US |
| 1871 | The Shops at Rockvale | 35 S WILLOWDALE DR | Lancaster | PA | 17602 | US |
| 1872 | Wolfchase Galleria | 2760 N GERMANTOWN PKWY | Memphis | TN | 38133 | US |
| 1878 | Gaffney Outlet Marketplace | 1 FACTORY SHOPS BLVD | Gaffney | SC | 29341 | US |
| 1888 | Main Avenue | 698 MAIN AVENUE | Passaic | NJ | 7055 | US |
| 1898 | Alamance Crossing | 924 BOSTON DRIVE | Burlington | NC | 27215 | US |
| 1902 | Southaven Towne Center | 6565 TOWNE CENTER LOOP | Southaven | MS | 38671 | US |
| 1906 | Wiregrass Commons Mall | 900 COMMONS DR | Dothan | AL | 36303 | US |
| 1908 | The Shoppes @ Wyomissing | 780 WOODLAND ROAD | Wyomissing | PA | 19610 | US |
| 1913 | Valdosta Mall | 1700 NORMAN DRIVE | Valdosta | GA | 31601 | US |
| 1917 | Southland Mall | 20505 SOUTH DIXIE HIGHWAY | Miami | FL | 33189 | US |
| 1920 | Yorktown Center | 135 YORKTOWN SHOPPING CE | Lombard | IL | 60148 | US |
| 1926 | Inland Center | 500 INLAND CENTER DR | San Bernardino | CA | 92408 | US |
| 1927 | Broadway Square | 4601 S BROADWAY AVE | Tyler | TX | 75703 | US |
| 1928 | The Outlet Shoppes at El Paso | 7051 S DESERT BLVD | Canutillo | TX | 79835 | US |
| 1934 | The Parks At Arlington | 3811 SOUTH COOPER STREET | Arlington | TX | 76015 | US |
| 1939 | Outlets Ocean City | 12741 OCEAN GATEWAY | Ocean City | MD | 21842 | US |
| 1941 | Rio Grande Valley Premium Outlets | 5001 E EXPRESSWAY 83 | Mercedes | TX | 78570 | US |
| 1943 | Tanger Outlets Deer Park | 152 THE ARCHES CIR | Deer Park | NY | 11729 | US |
| 1949 | SouthBay Pavilion Mall | 20700 AVALON BLVD | Carson | CA | 90746 | US |
| 1951 | Gulfgate Center | 950 GULFGATE CENTER MALL | Houston | TX | 77087 | US |
| 1953 | Philadelphia Premium Outlets | 18 LIGHTCAP RD | Pottstown | PA | 19468 | US |
| 1958 | Victoria Mall | 7800 N NAVARRO ST | Victoria | TX | 77904 | US |
| 1963 | The Streets At Brentwood | 2545 SAND CREEK ROAD | Brentwood | CA | 94513 | US |
| 1969 | Flagler Park Plaza | 8219 W FLAGLER ST | Miami | FL | 33144 | US |
| 1970 | The Avenue at Murfreesboro | 2615 MEDICAL CENTER PKWY | Murfreesboro | TN | 37129 | US |
| 1976 | Moreno Valley Mall | 22500 TOWN CIRCLE SPACE 10 | Moreno Valley | CA | 92553 | US |
| 1983 | Outlets at Lake Elsinore | 17600 COLLIER AVE | Lake Elsinore | CA | 92530 | US |
| 1994 | Pearland Town Center | 11200 BROADWAY ST | Pearland | TX | 77584 | US |
| 2901 | Puerto Rico Premium Outlets | 1 PREMIUM OUTLETS BLVD | Barceloneta | PR | 617 | US |
| 2902 | Plaza Las Americas | 525 AV. FRANKLIN DELANO ROO | San Juan | PR | 918 | US |
| 2907 | Mayaguez Mall | 975 AV. EUGENIO MARIA DE HO | Mayaguez | PR | 680 | US |
| 2911 | Trujillo Alto Plaza | PR-181 | Trujillo Alto | PR | 976 | US |
| 2916 | Shops at Caguas | 400 C. BETANCES | Caguas | PR | 727 | US |
| 2917 | Rexville Town Center | CARR 167 KM 17.6 | Bayamon | PR | 957 | US |
| 3001 | The Shops at Pickering City Centre | 1355 KINGSTON RD | Pickering | ON | L1V1B8 | CA |
| 3005 | CF Carrefour Laval | 3003 BOUL. LE CARREFOUR | Laval | QC | H7T1C8 | CA |
| 3006 | Galeries d'Anjou | 7999 BD DES GALERIES D'ANJO | Montreal | QC | H1M1W6 | CA |
| 3008 | New Sudbury Centre | 1349 LASALLE BLVD | Sudbury | ON | P3A1Z2 | CA |
| 3009 | Cataraqui Town Centre | 945 GARDINERS ROAD | Kingston | ON | K7M7H4 | CA |
| 3010 | Woodbine Mall | 500 REXDALE BLVD | Etobicoke | ON | M9W6K5 | CA |
| 3011 | Cambridge Centre | 355 HESPELER RD | Cambridge | ON | N1R6B3 | CA |
| 3012 | St. Laurent Shopping Centre | 1200 ST. LAURENT BLVD | Ottawa | ON | K1K3B8 | CA |
| 3013 | Les Galeries De La Capitale | 5401 BOUL DES GALERIES | Quebec | QC | G2K1N4 | CA |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 3016 | Devonshire Mall | 3100 HOWARD AVE | Windsor | ON | N8X3Y8 | CA |
| 3018 | Place Versailles | 7275 SHERBROOKE ST E | Montreal | QC | H1N1E9 | CA |
| 3019 | White Oaks Mall | 1105 WELLINTON RD | London | ON | N6E1V4 | CA |
| 3020 | Place D'Orleans | 110 PLACE D ORLEANS DR | Orleans | ON | K1C2L9 | CA |
| 3021 | Laurier Quebec | 2700 BD LAURIER | Quebec | QC | G1V2L8 | CA |
| 3023 | Carrefour Angrignon | 7077 NEWMAN BLVD | La Salle | QC | H8N1X1 | CA |
| 3026 | Heartland Town Center | 6075 MAVIS ROAD | Mississauga | ON | L5R4G6 | CA |
| 3102 | Carlingwood Shopping Centre | 2121 CARLING AVENUE | Ottawa | ON | K2A1H2 | CA |
| 3103 | Halifax Shopping Center | 7001 MUMFORD ROAD | Halifax | NS | B3L4N9 | CA |
| 3104 | Bramalea City Centre | 25 PEEL CENTRE DRIVE | Brampton | ON | L6T3R5 | CA |
| 3105 | St. Vital Centre | 1225 ST MARYS ROAD | Winnipeg | MB | R2M5E5 | CA |
| 3108 | Quinte Mall | 390 N FRONT ST | Belleville | ON | K8P3E1 | CA |
| 3109 | West Edmonton Mall | 8882 170TH STREET | Edmonton | AB | T5T4M2 | CA |
| 3114 | CF Chinook Centre | 6455 MACLEOD TRAIL | Calgary | AB | T2H0K9 | CA |
| 3204 | Vaughan Mills | 1 BASS PRO MILLS DR | Vaughan | ON | L4K5W4 | CA |
| 3208 | Cornwall Centre | 2101 11TH AVENUE | Regina | SK | S4P3Y6 | CA |
| 3209 | Midtown | 201 1st AVE S | Saskatoon | SK | S7K1J5 | CA |
| 3215 | Windsor Crossing Premium Outlet Mall | 1555 TALBOT RD | LaSalle | ON | N9H2N2 | CA |
| 3217 | Sunridge Mall | 2525 36 ST NE | Calgary | AB | T1Y5T4 | CA |
| 3219 | Coquitlam Centre | 2929 COQUITLAM CENTRE | Coquitlam | BC | V3B5R5 | CA |
| 3222 | CF Champlain | 477 PAUL ST | Dieppe | NB | E1A4X5 | CA |
| 3225 | Toronto Premium Outlets | 13850 STEELES AVE W | Halton Hills | ON | L7G 0J1 | CA |
| 3228 | South Edmonton Common | 1732 99 ST NW | Edmonton | AB | T6N1N5 | CA |
| 3229 | Quartier DIX30 | 9090 BOULEVARD LEDUC | Brossard | QC | J4Y0A5 | CA |
| 3230 | Scarborough Town Centre | 300 BOROUGH DR | Scarborough | ON | M1P4P5 | CA |
| 3234 | Intercity Shopping Centre | 1000 FORT WILLIAM RD | Thunder Bay | ON | P7B6B9 | CA |
| 3241 | Guildford Town Center | 10355 152ND STREET | Surrey | BC | V3R7C1 | CA |
| 3253 | CrossIron Mills | 261055 CROSSIRON BLVD | Rockyview | AB | T4A0G3 | CA |
| 3255 | Prairie Mall Shopping Centre | 11801 100 STREET | Grande Prairie | AB | T8V3Y2 | CA |
| 3256 | SmartCentres Eglinton East | 1900 EGLINTON AVE E | Scarborough | ON | M1L2L9 | CA |
| 3259 | Erin Mills Town Centre | 5100 ERIN MILLS PKWY | Mississauga | ON | L5M4Z5 | CA |
| 3260 | Lansdowne Place | 645 LANSDOWNE STREET W | Peterborough | ON | K9J7Y5 | CA |
| 3261 | Park Place Mall | 501 1 AVE S | Lethbridge | AB | T1J4L9 | CA |
| 3263 | Bower Place | 4900 MOLLY BANNISTER DRIV | Red Deer | AB | T4R1N9 | CA |
| 3271 | The Centre | 3510 8 ST E | Saskatoon | SK | S7H0W6 | CA |
| 3272 | Pine Centre Mall | 3055 MASSEY DR | Prince George | BC | V2N2S9 | CA |
| 3275 | Aberdeen Mall | 1320 TRANS-CANADA HWY | Kamloops | BC | V1S1J2 | CA |
| 3291 | Place Vertu | 3131 BLVD. COTE-VERTUE OUE | Saint-Laurent | QC | H4R1Y5 | CA |
| 3296 | Kildonan Place | 1555 REGENT AVE W | Winnipeg | MB | R2C4J2 | CA |
| 3298 | Shoppers Mall | 1570 18TH ST | Brandon | MB | R7A5C5 | CA |
| 3299 | Avalon Mall | 48 KENMOUNT RD | St. Johns | NL | A1B 1W3 | CA |
| 3321 | The Stockyards | 1980 ST. CLAIR AVENUE WEST | Toronto | ON | M6N 0A3 | CA |
| 3323 | Conestoga Mall | 550 KING ST N | Waterloo | ON | N2L 5W6 | CA |
| 3324 | Eastgate Square | 75 CENTENNIAL PKWY N | Hamilton | ON | L8E 2P2 | CA |
| 3333 | Tsawwassen Mills | 5000 CANOE PASS WAY | Tsawwassen | BC | V4M0B3 | CA |
| 3336 | Dixie Outlet Mall | 1250 S Service Road | Mississauga | ON | L5E 1V4 | CA |
| 3337 | Tanger Cookstown | 3311 County Road 89 | Cookstown | ON | L0L 1L0 | CA |
| 4005 | The Outlets at Orange | 20 CITY BLVD W | Orange | CA | 92868 | US |
| 4030 | Center City Mall | 301 MAIN ST | Paterson | NJ | 7505 | US |
| 4031 | Turtle Creek Crossing | 6143 US-98 | Hattiesburg | MS | 39402 | US |
| 4032 | OKC Outlets | 7625 W RENO AVE | Oklahoma City | OK | 73127 | US |
| 4042 | Baytown Village Shopping Ctr. | 4665 GARTH ROAD | Baytown | TX | 77521 | US |
| 4043 | Harlingen Corners | 2819 W. EXPRESSWAY | Harlingen | TX | 78550 | US |
| 4047 | Alexandria Mall | 3437 MASONIC DR | Alexandria | LA | 71301 | US |
| 4061 | Jersey Shore Premium Outlets | 1 PREMIUM OUTLET BLVD | Tinton Falls | NJ | 7753 | US |
| 4070 | Grand Prairie Premium Outlets | 2950 W INTERSTATE 20 | Grand Prairie | TX | 75052 | US |
| 4072 | The Shops at Palm Desert | 72-840 CA-111 | Palm Desert | CA | 92260 | US |
| 4073 | Chesterfield Towne Center | 11500 MIDLOTHIAN TURNPIKE | Richmond | VA | 23235 | US |
| 4074 | Cincinnati Premium Outlets | 400 PREMIUM OUTLETS DR | Monroe | OH | 45050 | US |
| 4077 | Mount Berry Mall | 2770 MARTHA BERRY HWY | Rome | GA | 30165 | US |
| 4078 | LaGrange Mall | 1501 LAFAYETTE PKWY | LaGrange | GA | 30241 | US |
| 4081 | Shoppes at Rio Grande Valley | 419 E TRENTON RD | Edinburg | TX | 78539 | US |
| 4083 | Woodburn Premium Outlets | 1001 N ARNEY RD | Woodburn | OR | 97071 | US |
| 4086 | Longview Towne Crossing | 3098 N EASTMAN RD | Longview | TX | 75605 | US |
| 4098 | Mesa Mall | 2424 US-6 | Grand Junction | CO | 81505 | US |
| 4105 | Dalton Mall | 816 WALNUT SQUARE BLVD | Dalton | GA | 30721 | US |
| 4106 | Mesilla Valley Mall | 700 S TELSHOR BLVD | Las Cruces | NM | 88011 | US |
| 4108 | Hillside Village | 305 FM1382 | Cedar Hill | TX | 75104 | US |
| 4109 | Statesboro Mall | 325 NORTHSIDE DR E | Statesboro | GA | 30458 | US |
| 4112 | El Paseo Marketplace | 1886 JOE BATTLE BLVD | El Paso | TX | 79936 | US |
| 4114 | Meridian Crossroads | 131 S FRONTAGE ST | Meridian | MS | 39301 | US |
| 4115 | Bay Plaza | 200 BAYCHESTER AVE | Bronx | NY | 10475 | US |
| 4117 | Valley Mall | 2529 MAIN STREET | Union Gap | WA | 98903 | US |
| 4125 | The Outlet Shops Of Grand River | 6200 GRAND RIVER BLVD E | Leeds | AL | 35094 | US |
| 4129 | Northline Commons | 4400 NORTH FWY | Houston | TX | 77022 | US |
| 4145 | Hitchcock Plaza | 427 FABIAN DR | Aiken | SC | 29803 | US |
| 4151 | Tanger Outlets Mebane | 4000 ARROWHEAD BOULEVARD | Mebane | NC | 27302 | US |
| 4158 | Alamo Ranch | 5419 W LOOP 1604 N | San Antonio | TX | 78253 | US |
| 4159 | Mall de las Aguilas | 455 S BIBB AVE | Eagle Pass | TX | 78852 | US |
| 4166 | Grand Teton Mall | 2300 E 17TH ST | Idaho Falls | ID | 83404 | US |
| 4176 | The Centre At Salisbury | 2300 N SALISBURY BLVD | Salisbury | MD | 21801 | US |
| 4177 | The Hub | 2918 THIRD AVENUE | Bronx | NY | 10455 | US |
| 4182 | Hammond Square | 401 PALACE DR | Hammond | LA | 70403 | US |
| 4183 | Yuba Sutter Mall | 1215 COLUSA AVENUE | Yuba City | CA | 95991 | US |
| 4184 | South Hill Mall | 3500 S MERIDIAN | Puyallup | WA | 98373 | US |
| 4186 | Salmon Run Mall | 21182 SALMON RUN LOOP W | Watertown | NY | 13601 | US |
| 4196 | Visalia Mall | 2031 SOUTH MOONEY BLVD | Visalia | CA | 93277 | US |
| 4198 | 23 Broad Street | 23 BROAD STREET | Elizabeth | NJ | 7201 | US |
| 4207 | Carolina Mall | 1480 CONCORD PKWY N | Concord | NC | 28025 | US |
| 4208 | Berkeley Commons | 1203 BERKELEY BLVD | Goldsboro | NC | 27534 | US |
| 4209 | Governor's Square | 2801 WILMA RUDOLF BLVD | Clarksville | TN | 37040 | US |
| 4210 | Centralia Factory Outlets | 1311 LUM ROAD | Centralia | WA | 98531 | US |
| 4211 | Hanford Mall | 1675 WEST LACEY BLVD | Hanford | CA | 93230 | US |
| 4213 | Music City Mall | 4201 E 42ND ST | Odessa | TX | 79762 | US |
| 4214 | La Gran Plaza de Fort Worth | 4200 SOUTH FWY | Fort Worth | TX | 76115 | US |
| 4216 | The Outlets at Lake George | 1444 STATE ROUTE 9 | Lake George | NY | 12845 | US |
| 4219 | Crossways Shopping Center | 1412 GREENBRIER PARKWAY | Chesapeake | VA | 23320 | US |
| 4220 | Manassas Mall | 8300 SUDLEY RD | Manassas | VA | 20109 | US |
| 4227 | Beachwood Place | 26300 CEDAR RD | Beachwood | OH | 44122 | US |
| 4229 | Carolina Premium Outlets | 1025 OUTLET CENTER DRIVE | Smithfield | NC | 27577 | US |
| 4230 | Jefferson Mall | 4801 OUTER LOOP | Louisville | KY | 40219 | US |
| 4231 | Plaza Mexico | 3170 E. IMPERIAL HIGHWAY | Lynwood | CA | 90262 | US |
| 4232 | Panorama Mall | 8401 VAN NUYS BLVD | Panorama City | CA | 91402 | US |
| 4238 | Torre Vista Shopping Center | 10325 LAKE JUNE ROAD | Dallas | TX | 75217 | US |
| 4251 | Pelham | 2184 WHITE PLAINS ROAD | Bronx | NY | 10462 | US |
| 4255 | The Shops at Wiregrass | 28211 PASEO DR | Wesley Chapel | FL | 33543 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 4256 | Mystic Mall | 170 EVERETT AVE | Chelsea | MA | 2150 | US |
| 4258 | The Shoppes at River Crossing | 5080 RIVERSIDE DR | Macon | GA | 31210 | US |
| 4259 | Cypresswood Court | 19507 NORTH FREEWAY | Spring | TX | 77388 | US |
| 4263 | Outlets of Mississippi | 200 BASS PRO DRIVE | Pearl | MS | 39208 | US |
| 4264 | Tanger Outlets Houston | 5885 GULF FWY | Texas City | TX | 77591 | US |
| 4265 | Fountains on the Lake | 12520 FOUNTAIN LAKES CIR | Stafford | TX | 77477 | US |
| 4269 | Grand Central Mall | 100 GRAND CENTRAL MALL | Vienna | WV | 26105 | US |
| 4273 | Huntington Mall | 500 MALL ROAD & I-64 | Barboursville | WV | 25504 | US |
| 4287 | San Francisco Premium Outlets | 2774 LIVERMORE OUTLETS DR | Livermore | CA | 94551 | US |
| 4290 | Animas Valley Mall | 4601 E MAIN ST | Farmington | NM | 87402 | US |
| 4297 | Gateway Center 2 | 501 GATEWAY DRIVE | Brooklyn | NY | 11239 | US |
| 4299 | Merrimack Premium Outlets | 80 PREMIUM OUTLETS BOULEV | Merrimack | NH | 3054 | US |
| 4308 | The Outlet Shoppes at Atlanta | 915 RIDGEWALK PKWY | Woodstock | GA | 30188 | US |
| 4309 | Gran Plaza Outlets | 888 W 2ND ST | Calexico | CA | 92231 | US |
| 4310 | Outlets at Traverse Mountain | 3700 CABELA'S BLVD | Lehi | UT | 84048 | US |
| 4311 | The Shoppes at Webb Gin | 1350 SCENIC HWY S | Snellville | GA | )078-7907 | US |
| 4318 | Charter Oak Marketplace | 475 FLATBUSH AVE | Hartford | CT | 106-3601 | US |
| 4319 | Tanger Outlets Palm Beach | 1751 PALM BEACH LAKES BLVD | West Palm Beach | FL | 33401 | US |
| 4320 | Phoenix Premium Outlets | 4976 PREMIUM OUTLET WAY | Chandler | AZ | 85226 | US |
| 4324 | Crabtree Valley Mall | 4325 GLENWOOD AVE | Raleigh | NC | 27612 | US |
| 4330 | Tanger Outlets National Harbor | 6800 OXON HILL RD | National Harbor | MD | 20745 | US |
| 4331 | Blue Star Shopping Center | 1701 US-22 | Watchung | NJ | 7069-6512 | US |
| 4333 | Firewheel Town Center | 640 BEEBALM LANE | Garland | TX | 75040 | US |
| 4355 | Crossroads Mall | 2 CROSSROADS MALL | Mount Hope | WV | 25880 | US |
| 4362 | St. Louis Premium Outlets | 18521 OUTLET BOULEVARD | Chesterfield | MO | 63005 | US |
| 4363 | Southern Boulevard | 963 SOUTHERN BOULEVARD | Bronx | NY | 10459 | US |
| 4366 | Charlotte Premium Outlets | 5512 NEW FASHION WAY | Charlotte | NC | 28217 | US |
| 4368 | Parkway Place | 2801 S MEMORIAL PKWY | Huntsville | AL | 35801 | US |
| 4369 | Ohio Valley Mall | 67800 MALL RD | St Clairsville | OH | 43950 | US |
| 4381 | Outlets at Little Rock | 11201 BASS PRO PARKWAY | Little Rock | AR | 72210 | US |
| 4382 | Tanger Asheville | 800 BREVARD RD | Asheville | NC | 28806 | US |
| 4385 | Las Vegas South Premium Outlets | 7400 LAS VEGAS BLVD S | Las Vegas | NV | 89123 | US |
| 4388 | The Outlet Shoppes of the Bluegrass | 1155 BUCK CREEK RD | Simpsonville | KY | 40067 | US |
| 4394 | Springfield Town Center | 6500 SPRINGFIELD MALL | Springfield | VA | 22150 | US |
| 4402 | Jerome Avenue | 3451 JEROME AVENUE | Bronx | NY | 10467 | US |
| 4403 | The Outlet Shoppes at Laredo | 1600 WATER ST | Laredo | TX | 78040 | US |
| 4409 | Tanger Outlets Fort Worth | 15853 N FWY | Fort Worth | TX | 76177 | US |
| 4412 | Liberty Center | 7100 FOUNDRY ROW | Liberty Township | OH | 45069 | US |
| 4415 | Christiana Mall | 132 Christiana Mall | Newark | DE | 19702 | US |
| 4417 | Orlando Vineland Premium Outlets | 8200 VINELAND AVE | Orlando | FL | 32821 | US |
| 4440 | Valencia Town Center | 24201 VALENCIA BLVD | Valencia | CA | 91355 | US |
| 4444 | Mayfair | 2500 N MAYFAIR RD | Wauwatosa | WI | 53226 | US |
| 4450 | Outlets at Tejon | 5701 OUTLETS AT TEJON PKWY | Arvin | CA | 93203 | US |
| 4454 | Dolphin Mall | 11401 NW 12th Street | Miami | FL | 33172 | US |
| 4455 | Houston Premium Outlets | 29300 HEMPSTEAD RD | Cypress | TX | 77433 | US |
| 4464 | Woodfield Mall | 5 WOODFIELD MALL | Schaumburg | IL | 60173 | US |
| 4481 | Sunvalley Mall | 311 Sunvalley Mall | Concord | CA | 94520 | US |
| 4484 | Leesburg Premium Outlets | 241 Fort Evans Road NE | Leesburg | VA | 20176 | US |
| 4485 | The SoNo Collection | 100 N WATER ST | Norwalk | CT | 6854 | US |
| 4492 | Gloucester Premium Outlets | 100 PREMIUM OUTLET DR | Blackwood | NJ | 8012 | US |
| 4498 | Broward Mall | 8000 W BROWARD BLVD | Plantation | FL | 33388 | US |
| 4499 | Viewmont Mall | 100 Viewmont Mall | Scranton | PA | 18508 | US |
| 4501 | Tanger Atlantic City | 30 N. Michigan Avenue | Atlantic City | NJ | 8401 | US |
| 4502 | Tanger Charleston | 4840 Tanger Outlets Boulevard | North Charleston | SC | 29418 | US |
| 4503 | Tanger Rehoboth | 36470 Seaside Outlet Drive | Rehoboth Beach | DE | 19971 | US |
| 4504 | Tanger Riverhead | 504 Tanger Mall Drive | Riverhead | NY | 11901 | US |
| 4505 | Tanger San Marcos | 4015 Interstate 35 South | San Marcos | TX | 78666 | US |
| 4506 | Tanger Hilton Head | 1414 Fording Island Road | Bluffton | SC | 29910 | US |
| 4507 | Tanger Pittsburgh | 2200 Tanger Boulevard | Washington | PA | 15301 | US |
| 4508 | Tanger Foxwoods | 455 Trolley Line Boulevard | Mashantucket | CT | 6338 | US |
| 4509 | Outlet Collection Seattle | 1101 Outlet Collection Way SW | Auburn | WA | 98001 | US |
| 4510 | Outlets of Des Moines | 567 Bass Pro Drive | Altoona | IA | 50009 | US |
| 4511 | Twin Cities Premium Outlets | 3965 Eagan Outlets Parkway | Eagan | MN | 55121 | US |
| 4512 | Menlo Park Mall | 55 Parsonage Road | Edison | NJ | 8837 | US |
| 4513 | Pleasant Prairie Premium | 11211 120th Avenue | Pleasant Prairie | WI | 53158 | US |
| 4514 | Fashion Outlet Chicago | 5220 Fashion Outlets Way | Rosemont | IL | 60018 | US |
| 4515 | Tanger Kansas City @ Legends | 1843 Village West Parkway | Kansas City | KS | 66111 | US |
| 4516 | Tanger Outlets Locust Grove | 1000 Tanger Drive | Locust Grove | GA | 30248 | US |
| 4517 | Tanger Columbus | 400 S Wilson Road | Sunbury | OH | 43074 | US |
| 4518 | Florida Keys Outlet Marketplace | 250 E Palm Dr | Florida City | FL | 33034 | US |
| 4519 | Albertville Premium Outlets | 6415 Labeaux Avenue NE | Albertville | MN | 55301 | US |
| 4520 | Clarksburg Premium Outlets | 22705 Clarksburg Road | Clarksburg | MD | 20871 | US |
| 4521 | Denver Premium Outlets | 13801 Grant Street | Thornton | CO | 80023 | US |
| 4522 | Norfolk Premium Outlets | 1600 Premium Outlets Boulevard | Norfolk | VA | 23502 | US |
| 4523 | Pismo Beach Premium Outlets | 333 Five Cities Drive | Pismo Beach | CA | 93449 | US |
| 4524 | Queenstown Premium Outlets | 441 Outlet Center Drive | Queenstown | MD | 21658 | US |
| 4525 | Seattle Premium Outlets | 10600 Quil Ceda Blvd | Tulalip | WA | 98271 | US |
| 4526 | St. Augustine Premium Outlets | 2700 State Road 16 | St. Augustine | FL | 32092 | US |
| 4527 | Tampa Premium Outlets | 2224 Grand Cypress Drive | Lutz | FL | 33559 | US |
| 4528 | Tucson Premium Outlets | 6401 West Marana Center Blvd. | Tucson | AZ | 85742 | US |
| 4529 | Tulsa Premium Outlets | 801 East Outlet Drive | Jenks | OK | 74037 | US |
| 4530 | Vacaville Premium Outlets | 321 Nut Tree Road | Vacaville | CA | 95687 | US |
| 7001 | Garden State Plaza | One Garden State Plaza | Paramus | NJ | 7652 | US |
| 7002 | Desert Hills Premium | 48400 Seminole Drive | Cabazon | CA | 92230 | US |
| 7003 | Las Vegas Premium North | 785 South Grand Central Parkway | Las Vegas | NV | 89106 | US |
| 7004 | San Francisco Premium Outlets | 2660 Livermore Outlets Drive | Livermore | CA | 94551 | US |
| 7005 | Wrentham Village Premium Outlets | 1 Premium Outlets Boulevard | Wrentham | MA | 2093 | US |

**EXHIBIT B**

**Warehouses**

The Merchant-owned distribution center located at 1377 Airport Rd W, Fort Payne, Alabama 35968 (the "**Owned Distribution Center**");

The Radial distribution center located at 6100 Freemont Blvd, Mississauga, Ontario, L5R 3V7 Canada;

The temporary storage facilities operated internationally by Allport Cargo Services and/or DP World that hold Merchant inventory from time to time;

The Maersk warehouse located at Unit A7-A9, Lots D40 and D44, Tanjung Pelepas Free Zone, Port of Tanjung Pelepas, Gelang Patah, Johor, Malaysia; and

The warehouses located at:

- 85 North Street, Piedmont, AL 36272;
- 202 35th Street NE, Fort Payne, AL 35968;
- 204 35th Street NE, Fort Payne, AL 35968;
- 208 35th Street NE, Fort Payne, AL 35968; and
- 405 Beason Gap Rd, Fort Payne, AL 35967.

**EXHIBIT C**

Consultant Expense Budget

(separately attached)

EXHIBIT C
CONSULTANT EXPENSE BUDGET
FEB SALE TERMINATION

| | |
|---|---|
| ADVERTISING | $24,710,000 |
| SUPERVISION | 9,322,000 |
| MISC / LEGAL | 100,000 |
| TOTAL | **34,132,000** |

**EXHIBIT D-1**

US Sale Guidelines

(separately attached)

**EXHIBIT D-1**

**US SALE GUIDELINES**

The following procedures shall apply to the sales of Merchandise and FF&E at the Stores, Warehouses and corporate offices in the US.

1. The Sale will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.

2. The Sale will be conducted in accordance with applicable state and local "Blue Laws," and thus, where such a law is applicable, no Sale will be conducted on Sunday unless the Merchant has been operating such stores on Sundays.

3. On "shopping center" property, neither the Merchant nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any stores' premises, unless permitted by the applicable lease or if distribution is customary in the "shopping center" in which such store is located; *provided* that the Merchant and the Consultant may solicit customers in the stores themselves. On "shopping center" property, neither the Merchant nor the Consultant shall use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.

4. Subject to Section 14.1 of the Consulting Agreement, the Merchant and the Consultant shall have the right to use and sell the FF&E. The Merchant and the Consultant may advertise the sale of the FF&E in a manner consistent with these Sale Guidelines. The purchasers of any FF&E sold during the Sale shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of a Store in a shopping bag.

5. Subject to Section 2.6 of the Consulting Agreement, (a) the Merchant and the Consultant may, but are not required to, advertise the Sale as "store closing," "sale on everything/everything on sale," "everything must go," "going out of business," or similarly themed Sale and (b) the Merchant and the Consultant may also have a "countdown to closing" sign prominently displayed in a manner consistent with these Sale Guidelines.

6. Subject to Section 2.6 of the Consulting Agreement, the Merchant and the Consultant shall be permitted to utilize sign walkers, displays, hanging signs, and interior banners in connection with the Sale; *provided* that such sign walkers, displays, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Merchant nor the Consultant shall use neon or day-glo on their sign walkers, displays, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall stores and (b) enclosed mall stores to the extent

the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the storefront of the Store. In addition, the Merchant shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable lease agreement.

7. Neither the Merchant nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.

8. Affected landlords will have the ability to negotiate with the Merchant, or at the Merchant's direction, the Consultant, modifications to the Sale Guidelines. The Merchant and the landlord of any Store are authorized to enter into agreements ("**Side Letters**") without further order of the Bankruptcy Court, *provided*, that Side Letters do not have a material adverse effect on the Merchant or their estates.

9. To the extent relevant, and as set forth in more detail in the Consulting Agreement, conspicuous signs will be posted in each of the affected stores to the effect that all Sale are "final."

10. The Merchant will keep store premises and surrounding areas clear and orderly, consistent with past practices.

11. An unexpired nonresidential real property lease will not be deemed rejected by reason of the Sale or the adoption of these Sale Guidelines.

12. The rights of landlords against the Merchant for any damages to a store shall be reserved in accordance with the provisions of the applicable lease.

13. If and to the extent that the landlord of any Store contends that the Merchant or the Consultant are in breach of or default under these Sale Guidelines, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

<u>If to the Merchant</u>:
The Children's Place, Inc
500 Plaza Drive
Secaucus, NJ 07094
Attention: John Szczepanski
E-mail Address: JSzczepanski@childrensplace.com

with copies to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Gregory Pesce, Amanda Parra Criste and Varoon Sachdev
E-mail Address: gregory.pesce@whitecase.com, aparracriste@whitecase.com, varoon.sachdev@whitecase.com

If to the Consultant:

GA Retail Solutions, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attention: Joseph Malfitano
Email Address: jmalfitano@gagroup.com

and

SB360 Capital Partners, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attention: Robert Raskin
Email Address: rraskin@sb360.com

and

Tiger Capital Group, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attention: Mark P. Naughton
Email Address: MNaughton@tigergroup.com

If the Parties are unable to resolve the dispute, either the landlord or the Merchant shall have the right to schedule a hearing before the Bankruptcy Court on no less than five days' written notice to the other Party, served by email or overnight delivery.

**EXHIBIT D-2**

Canadian Sale Guidelines

(separately attached)

# EXHIBIT D-2

## CANADIAN SALE GUIDELINES

The following procedures (the "**Canadian Sale Guidelines**") shall apply to the sales (the "**Sales**") of any merchandise, inventory, furniture, fixtures and equipment at The Children's Place (Canada), LP retail store locations in Canada set forth in Exhibit A to the Consulting Agreement (as defined below), as may be amended from time to time in accordance with the Consulting Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Canadian Sale Guidelines have the respective meanings ascribed to them in the Debtors' motion for entry of the U.S. Store Closing Order (as defined herein).

1. Except as otherwise expressly set out herein, and subject to (i) any Interim Order and Final Order of the Bankruptcy Court made in cases commenced by the Debtors under the Bankruptcy Code authorizing, among other things, the Debtors to assume that certain Consulting Agreement dated as of November 3, 2026 (as amended from time to time, the "**Consulting Agreement**"), by and among The Children's Place, Inc. and certain of its subsidiaries, and The Children's Place (Canada), LP (collectively, and as applicable, the "**Merchant**") and Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "**Consultant**") and the transactions contemplated thereunder, to the extent each is recognized and given full force and effect in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**", and any such recognition proceedings under the CCAA, the "**Recognition Proceedings**"), (ii) any further Order of the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, or (iii) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

2. The Sales shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the effective time on which such Lease is rejected in accordance with any Assumption and Rejection Procedures Order of the Bankruptcy Court recognized by the Canadian Court (the "**Assumption and Rejection Procedures Order**") or otherwise terminated. The Sales at the Stores shall end on the applicable premises vacate date for each Store pursuant to the Consulting Agreement, which shall be no later than February 28, 2027 (which may be adjusted pursuant to the terms of the Consulting Agreement), (such date, or such other date as determined in accordance with any U.S. Store Closing Order or any Order of the Canadian Court in the Recognition Proceedings, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant as required pursuant to chapter 11 of the Bankruptcy Code or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Canadian Court in the Recognition Proceedings.

4. All display and hanging signs used by the Consultant in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through any e-commerce channel) shall not be used without Merchant's prior approval. Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or any information officer appointed in the Recognition Proceedings (the "**Information Officer**") or their respective counsel, or the Consultant or its counsel shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Canadian Sale Guidelines and where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall (subject to Merchant's approval in advance); provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Canadian Court, which may be sought on an expedited basis on notice to the service list in the Recognition Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. Subject to Merchant's express prior written consent with respect to each applicable Store, the Consultant shall be entitled to include additional merchandise in the Sales; provided that each of the following is satisfied: (i) the additional merchandise is owned by the Debtors, is currently in the possession of, or in the control of, the Debtors (including in any distribution centre used by the Debtors), or is ordered by or on behalf of the Debtors from an existing supplier, including merchandise currently in transit to the Debtors (including to any distribution centre used by the Debtors) or a Store; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.

6. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by Merchant and by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted by Merchant or permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring

roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.

7. As used in these Canadian Sale Guidelines, the "**FF&E Removal Period**" shall mean the period between (i) the end of the Sales in the applicable Store, and (ii) the effective time of the rejection of the applicable Lease pursuant to the Assumption and Rejection Procedures Order; provided that the expiry of the FF&E Removal Period shall be no later than the Sale Termination Date. At the conclusion of the Sales and FF&E Removal Period, if any, in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the U.S. Store Closing Order or any Orders of the Canadian Court in the Recognition Proceedings. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the conclusion of the Sales and the applicable FF&E Removal Period, if any, in respect of which the applicable Lease has been rejected by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.

8. Subject to the terms of paragraph 7 above, the Consultant may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any (collectively, the "**FF&E**"). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of a Store's mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. The Merchant and the Consultant may advertise the sale of FF&E consistent with these Canadian Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sales and the FF&E Removal Period, if any, shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the U.S. Store Closing Order and the Orders of the Canadian Court in the Recognition Proceedings. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E of Merchant by the Consultant or by third party purchasers of FF&E from the Consultant.

9. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Canadian Sale Guidelines, shall not constitute an alteration to a Store.

10. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and

with any other Landlord that so requests, a walk-through with the Consultant to identify FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, in consultation with the Information Officer, if any, or by further Order of the Canadian Court upon motion by the Merchant on at least two days' notice to such Landlord and the Information Officer, if any. If the Merchant has rejected the Lease governing such Store in accordance with the Assumption and Rejection Procedures Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the Assumption and Rejection Procedures Order), and the rejection of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to FF&E in dispute.

11. If a notice of rejection is delivered pursuant to the Assumption and Rejection Procedures Order to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the rejection, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Information Officer, if any, and the Consultant at least twenty-four hours' prior written notice; and (ii) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

12. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

13. The Merchant and the Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.

14. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact persons for the Consultant shall be [●] and [●], Attn.: [●] ([●]) and [●] ([●]). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "status hearing" before the Canadian Court on no less than two days' written notice to the other party or parties and the Information Officer, if any, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Canadian Court; provided, however, subject to paragraph 4 of these Canadian Sale Guidelines, if a banner has been hung in accordance with these Canadian Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.

15. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.

These Canadian Sale Guidelines may be amended on a Store-by-Store basis by written agreement among the Consultant, the Merchant and the applicable Landlord, in consultation with the Information Officer, if any; provided, however, that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Bankruptcy Court or Canadian Court approving such amended Canadian Sale Guidelines.

**Exhibit B**

**Proposed Final Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

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

The relief set forth on the following pages, numbered three (3) through twenty-seven (27), is **ORDERED**.

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

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

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

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

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

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

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

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

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

will be authorized to distribute e-mails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

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

**ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

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

3. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

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

**I. Authority to Assume the Consulting Agreement.**

5. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including making payments required by the Consulting Agreement to the Consultant, including with respect to reasonable and documented costs and expenses incurred by the Consultant pursuant to the Consulting Agreement and fees due to the Consultant, without further order of the Court and without any need for the Consultant to file any request for payment with the Court or to provide notice to any party other than those required by the Consulting Agreement. All such payments of fees and reimbursement of expenses shall be free and clear of any and all Encumbrances.

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

7. The Consulting Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, so long as any such modifications are in a writing signed by the Debtors and the Consultant (e-mail acknowledgment among parties or counsel being acceptable), and only if not materially adverse to the Debtors or estates; *provided* that the Debtors shall provide five calendar

days' advance notice of any contemplated material modification(s) (which may be via email) to the U.S. Trustee and counsel to any statutory committees appointed in these chapter 11 cases.

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

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

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

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

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

11. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue the Sales at the Closing Stores in accordance with this Final Order, the Sale Guidelines, and the Consulting Agreement, as may be modified by any Side Letters between the Debtors, or the Consultant acting at the Debtors' direction, and the affected landlords, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates.

12. The Sale Guidelines are approved in their entirety on a final basis.

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

14. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein, including pausing or discontinuing a Store Closing in their business judgment. Nothing in this paragraph dispenses with any notice, consent, approval, or other condition required by the Consulting Agreement, including the conditions applicable to pausing or discontinuing Store Closings.

**III. Conduct of the Sales.**

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

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

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

18. Except as expressly provided in the Consulting Agreement and the Sale Guidelines, the sale of the Store Closure Assets shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Store Closure Assets), the rejection of leases, abandonment of assets, and "going dark" provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in connection with the Store Closings or the Sales shall not constitute a default under the applicable instrument; provided that the Store Closings and Sales are conducted in accordance with the terms of this Final Order, any Side Letter, and the Sale Guidelines. The Debtors, or the Consultant acting at the Debtors' direction, and the affected landlords, with the Consultant's participation or consent to the extent required by the applicable Sale Guidelines, provided that such Side Letters do not have a material adverse effect on the Debtors or their estates, are authorized to enter into Side Letters between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords, provided that nothing in such Side Letters contravenes the provisions of this Final Order. In the event of any conflict between the Sale Guidelines, the Consulting Agreement, and any Side Letter, the terms of such Side Letter shall control.

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

20. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Store Closure Assets, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Court or Canadian Court, as applicable) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Store Closure Assets or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

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

22. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all Encumbrances; *provided*, however, that any such Encumbrances shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the same amount, with the same priority as, and to the same extent that any such Encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

23. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines, as applicable. The Consultant is authorized to sell the Debtors' FF&E and abandon FF&E and items incidental thereto, in each case, as provided for and in accordance with the terms of the Consulting Agreement and the Sale Guidelines. Any abandonment of property by the Debtors will be in accordance with the Rejection Procedures.

24. Notwithstanding anything to the contrary in this Final Order, the Debtors and/or the Consultant shall not sell or abandon any property that the Debtors know is not owned by the Debtors (except in accordance with the Sale Guidelines); provided that the Debtors will use their best efforts to notify the owners or lessors of such property of the location at which it may be retrieved; provided, further, that the Debtors may abandon property owned by the landlord at the applicable Closing Store.

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

26. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store, subject to the provisions of the Consulting Agreement.

27. The Sales and Store Closings may be advertised in all newspapers and other digital and traditional advertising media. All landlords and all governmental units, are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales and Store Closings pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Store Closure Assets in the manner contemplated by and

in accordance with this Final Order, the Sale Guidelines, and the Consulting Agreement, notwithstanding any restrictions in any applicable leases or applicable laws.

**IV. Closing Store Customer Policies.**

28. The Debtors will continue to honor rewards on account of the Debtors' My Place Rewards Program for 21 days from the date of the Interim Order, after which the Debtors will discontinue the My Place Rewards Program with respect to the Closing Stores, and customers will no longer earn rewards on account of purchases at Closing Stores nor will such Closing Stores honor My Place Rewards points.

29. The Debtors will continue to accept the Debtors' validly-issued gift cards at Closing Stores for 21 days from the date of the Interim Order, after which the Debtors will no longer accept gift cards at such Closing Stores. Notwithstanding any policy or state law to the contrary, the gift cards and related Customer Programs shall not be redeemable for cash at any time.

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

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

**V. Dispute Resolution Procedures with Governmental Units.**

32. Nothing in this Final Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protections, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively, "General Laws"). Nothing in this Final Order, the Consulting Agreement, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal or provincial safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' rights to assert in the applicable forum that any such laws are not in fact

General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Final Order. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the CCAA, as applicable. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

33. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state, provincial, or local statute, ordinance, rule, or licensing requirement directed at regulating "going out of business," "store closing," or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the sale of the Store Closure Assets, including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures set forth in section V in this Final Order shall apply, and the Dispute Resolution Procedures shall control over any Side Letters (provided that, subject to recognition of this Final Order by the Canadian Court, the Dispute Resolution Procedures shall not apply with respect to the conduct of the Sales of the Store Closure Assets in Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, or the Debtors' property in Canada, and that any such disputes shall be resolved by the Canadian Court). Additionally:

i. Provided that the Sales are conducted in accordance with this Final Order and the Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and state Liquidation Sale Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); provided, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, the "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and laws of general applicability, including, without limitation, Safety Laws, criminal, tax (including, but not limited to the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and "weights and measures" regulation and monitoring (collectively "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

ii. Within five business days after entry of this Final Order, the Debtors will serve by first-class mail, copies of this Final Order, the Consulting Agreement, and the U.S. Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (other than the Canadian Closing Stores) as of the date of service (collectively, the "Dispute Notice Parties").

iii. To the extent that there is a dispute arising from or relating to the Sales, this Final Order, the Consulting Agreement, or the U.S. Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of this Final Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute

Notice") explaining the nature of the dispute to: (a) proposed co-counsel to the Debtors, (i) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn. Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), and Justin R. Alberto (jalberto@coleschotz.com); and (b) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn. Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

iv. In the event that a Dispute Resolution Motion is filed, nothing in this Final Order shall preclude the Debtors, a landlord, or any other interested party from asserting (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of this Final Order nor the conduct of the Debtors pursuant to the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order, or to limit or interfere with the Debtors' or the Consultant's ability to conduct, or to continue to conduct, the Sales pursuant to this Final Order absent further order of the Court. Upon the entry of the Interim or the Final Order, the Debtors and the Consultant shall be authorized to conduct the Sales pursuant to the terms of this Final Order, the Consulting Agreement, and the U.S. Sale Guidelines (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. Any Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

v. If, at any time, a dispute arises among the Debtors and/or the Consultant, on the one hand and a Governmental Unit, on the other hand, as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this

Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iii) and (iv) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made de novo.

34. Subject to the foregoing, every federal, state, provincial, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Final Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

35. Provided that the Sales are conducted in accordance with the terms of this Final Order, the Consulting Agreement, and the Sale Guidelines (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Final Order and the Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws, subject to the dispute resolution provisions set forth in this section V of this Final Order.

**VI. Other Provisions.**

36. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the Debtors' next regularly scheduled

payroll and consistent with, and subject to, any previous orders of this Court regarding payment of the same.

37. Not later than seven days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases, and the Debtors shall serve the same on the U.S. Trustee, counsel to any statutory committees appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by e-mail, or if the e-mail address is not available to the Debtors, then by first class mail.

38. To the extent the Consultant seeks to contract with additional parties as additional consultants (each an "Additional Consultant"), and subject to relevant provisions in the Consulting Agreement such as § 12.6, such Additional Consultant shall promptly file a declaration disclosing the information set forth in paragraph 37 of this Final Order and, upon being contracted with, be subject to the provisions of this Final Order and the Consulting Agreement.

39. The Consultant acts as an independent consultant and contractor, not as a partner or joint venturer of the Debtors. Nothing herein limits its obligations or liabilities under the Consulting Agreement, including sections 6.3, 9.1, 10.4, 12.6, and 12.9, or applicable Sale Guidelines, or excuses fraud, gross negligence, willful misconduct, breach, or other liability allocated to it thereunder. The Consultant shall not solely by reason of the engagement be deemed an employer or joint, successor, related, or common employer of the Debtors' Store Employees or assume the Debtors' employment liabilities; this does not affect its responsibilities for its own

Supervisors or other engaged persons. Each Consultant Party remains jointly and severally liable for all Consultant obligations and liabilities under the Consulting Agreement.

40. Consistent with sections 5.1 and 15.1 of the Consulting Agreement, the Debtors shall include all of the Consultant's fees and expenses (as estimated by the parties) in any budget presented and approved in connection with any debtor-in-possession financing or use of cash collateral. The Additional Goods Proceeds remain subject to the provisions of the Consulting Agreement and Paragraph 17 hereof. For the avoidance of doubt, (i) the Debtors shall not seek to amend any financing order or budget in any manner that Caps or limits any amounts due under the Consulting Agreement and (ii) nothing in this Final Order or any financing order or budget shall (a) inhibit the Debtors' ability to pay the Consultant any amounts due under the Consulting Agreement or (y) deem Additional Goods or Additional Goods Proceeds (net of the Additional Goods Fee and applicable sales taxes) to be property of the Debtors' estates.

41. Notwithstanding anything to the contrary in this Final Order or any other order, in the event the Debtors (i) fail to timely pay any amount due to the Consultant that is not subject to dispute under the Consulting Agreement, this Final Order, or any other order, or (ii) or seek approval of a budget that does not provide for the timely payment in full of all such amounts (in either case, a "Payment Default"), the automatic stay is hereby modified so that two (2) business days after providing notice to the Debtors, Prepetition Agents, any agent to a postpetition financing facility, and any committee of any such Payment Default the Consultant may, at its election, (a) suspend the provision of services to the Debtors under the Consulting Agreement until the Debtors

have paid all outstanding amounts due or (b) terminate the Consulting Agreement pursuant to its terms and, in either case, shall have no further obligation to provide services under the Consulting Agreement during any such period of suspension or after termination, as applicable. The Consultant shall have no liability for any claims arising from the suspension or termination of services pursuant to this paragraph 41.

42. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Final Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (with the exception of the Consulting Agreement) pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof

of claim. Nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

43. On a confidential, professionals'-eyes-only basis and upon written request (including email) by the U.S. Trustee (whose request has been made), Prepetition Agents, any agent to a postpetition financing facility, any statutory committee, or Canadian Information Officer, the Debtors shall provide existing monthly periodic reports prepared by the Debtors, their professionals, or Consultant concerning the Sales and Store Closings; no additional or new reporting must be prepared for that purpose. Within thirty calendar days after completion of all Store Closings and Sales, the Debtors shall file (a) a summary identifying all Store Closings, gross Store Closing Sale revenue, and total Consultant fees and expense reimbursements under the Consulting Agreement, and (b) a report detailing calculation and payment of each Consultant fee and expense reimbursement, served on the U.S. Trustee, statutory committees, and requesting parties. The U.S. Trustee may object solely to reasonableness of the Consultant fee and expense reimbursements, and must do so, if at all, within twenty calendar days after filing; unresolved objections shall be coordinated for the next omnibus hearing or another agreed hearing. The Consultant's information and cooperation obligations under section 15.2 of the Consulting Agreement remain unaffected.

44. Notwithstanding the foregoing paragraph, the Debtors shall deliver to the Prepetition Agents and any agent to a postpetition financing facility, concurrently with delivery to

the Debtors, copies of all reports, statements, and reconciliations delivered to the Debtors pursuant to the Consulting Agreement and the Consultant shall promptly respond to reasonable requests of the Prepetition Agents and any agent to a postpetition financing facility for additional information related to the Sales and Store Closings, solely to the extent such information is in the Consultant's possession or reasonably obtainable by the Consultant.

45. Nothing herein prevents the Consultant or its affiliates, individually or with others, from proposing additional services or bidding on Debtor assets outside the Consulting Agreement ("Additional Assets") in a future process. Any such services, guarantee, acquisition, or transaction requires a separate Court order and, where required, a separate written agreement with the Debtors. All rights of the U.S. Trustee and other parties to object are reserved. No fee or other entitlement for excluded assets or services is created hereby.

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

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

48. Nothing in this Final Order directs the Debtors to accelerate any payments not otherwise due.

49. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

51. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

53. The Debtors shall serve by e-mail (if available) or by regular mail (if e-mail is unavailable) a copy of this Final Order and the Motion on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two business days after the entry of this Final Order.

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

55. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the Consulting Agreement, including, but not limited to: (a) any claim or issue relating to any efforts by any party

or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner; (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings or Sales; (c) any other disputes related to the Store Closings or Sales; and (d) protecting the Debtors and/or the Consultant against any assertions of any Encumbrances; *provided* that applicable orders of the Canadian Court govern with respect to, and the Canadian Court retains jurisdiction over, the conduct of the Sales at the Canadian Closing Stores and the Warehouses located in Canada, the Canadian Sale Guidelines, and disputes relating to the Debtors' property in Canada, including landlord disputes. No person shall take action contrary to the relief granted herein pending resolution by the competent Court, subject to the governmental-enforcement reservations herein. Requests for resolution shall be heard on an expedited basis as appropriate.

**Exhibit 1**

**Consulting Agreement**

**GA/TCP**
**CONSULTING AGREEMENT**

This Consulting Agreement, dated as of November 3, 2026 (together with all schedules, exhibits and attachments hereto, this "**Agreement**"), is made by and among The Children's Place, Inc., a Delaware corporation (collectively with its subsidiaries (other than TCP Brands, LLC and GYM-IPCO, LLC), the "**Merchant**") on the one hand, and Tiger Capital Group, LLC, SB360 Capital Partners, LLC and GA Retail Solutions, LLC (each a "**Consultant Party**" and collectively, "**Consultant**" and, together with Merchant, each a "**Party**" and collectively, the "**Parties**") on the other hand.

WITNESSETH:

WHEREAS, Merchant operates retail store locations in the United States and Canada and desires to retain Consultant to provide consulting services to Merchant with respect to the management and disposition (the "**Sale**") of the Merchandise and FF&E (each as defined below) at or in transit to Merchant's retail store locations identified on **Exhibit A** hereto and each other Merchant retail store location in the United States and Canada (all of the foregoing stores, including the stores referred to on Exhibit A, the "**Stores**") and the Merchandise and FF&E located at or in transit to Merchant's distribution centers, warehouses and storage facilities (such distribution centers, warehouses and storage facilities, the "**Warehouses**"), including those identified on **Exhibit B**, in the context of Store and Warehouse closings or similarly-themed sales, which Sale shall be effectuated both through the Stores and E-Commerce Platform (as defined below) in accordance with Section 16 hereof.

WHEREAS, Consultant is willing to serve as Merchant's consultant for the purpose of providing such consulting services, upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the respective meanings indicated:

1.1 "**Gross Proceeds**" means the aggregate of all proceeds received by Merchant that are derived from the sales of Merchandise made under this Agreement, including proceeds received in the form of cash, credit card, private label credit card, store and merchandise credits, gift certificates, gift cards, frequent shopper certificates, reward programs or similar programs, exclusive of applicable sales and other taxes, and after the application of all discounts. Gift certificates, gift cards and credits shall be counted in Gross Proceeds only when and to the extent redeemed for Merchandise, without duplication.

1.2 "**Merchandise**" shall mean all items of merchandise owned by Merchant that are located at the Stores, or located at the Warehouses, as of the Sale Commencement Date, and all items of merchandise owned by Merchant that are in-transit to the Stores and/or the Warehouses as of the Sale Commencement Date, provided that "Merchandise" does not include (i) any FF&E (or any other furniture, fixtures (trade or other), equipment), Additional Goods, goods held by Merchant on consignment, or goods which belong to sublessees, licensees or concessionaires of Merchant, (ii) any merchandise, furniture, fixtures (trade or other) and/or equipment (whether or not located at any Warehouse) sold by Merchant or any of its affiliates through Amazon or any other e-commerce channels independently from Consultant, (iii) any accounts receivable, intellectual property rights or real property, (iv) any merchandise, furniture, fixtures (trade or other) and/or equipment at any Store or Warehouse that Merchant may at any time notify to Consultant is to be removed from and not be subject to the Sale, in which case such item shall not be identified as (and shall be deemed not to be) Merchandise or (v) any merchandise, furniture, fixtures (trade or other) and/or equipment that have been sold to third parties as of the Sale Commencement Date and are in transit or awaiting shipment. In addition, store and merchandise credits, gift certificates, gift cards and the like shall not constitute Merchandise.

1.3 "**Sale Commencement Date**" shall mean November 4, 2026.

1.4 "**Sale**" shall have the meaning set forth in the recitals hereof.

1.5 "**Sale Expenses**" shall mean operating expenses incurred in connection with and attributable to the Sale during the Sale Term, including but not limited to (i) advertising and signage, (ii) Supervisor Costs, (iii) reasonable corporate travel expenses incurred in furtherance of the Sale and (iv) (solely to the extent incurred after the date of this Agreement in furtherance of the Sale) legal expenses. Attached hereto as **Exhibit C** is the budget agreed to between Merchant and Consultant (the "**Consultant Expense Budget**") setting forth the budget for Sale Expenses.

1.6 "**Sale Guidelines**" shall mean, collectively, the sale guidelines annexed as **Exhibit D-1** hereto in respect of the US Stores and those Warehouses located in the United States (the "**US Sale Guidelines**") and the sale guidelines annexed as **Exhibit D-2** hereto in respect of the Canada Stores and those Warehouses located in Canada (as defined below) (the "**Canadian Sale Guidelines**"), as may be approved, modified or amended by, in the case of the US Sale Guidelines, the Bankruptcy Court (as defined below) or, in the case of the Canadian Sale Guidelines, the Canadian Court (as defined below), which shall serve as the guidelines under which the Sale shall be conducted.

1.7 "**Sale Term**" shall mean, with respect to each Store, Warehouse and the E-Commerce Platform, the period of time beginning with the Sale Commencement Date and ending on such Store, E-Commerce Platform or Warehouse's Sale Termination Date.

1.8 "**Sale Termination Date**" shall mean February 28, 2027, unless (i) an earlier date is notified by Merchant to Consultant or (ii) such date is extended by agreement among Merchant, Consultant and the Lenders (it being understood that any additional Sale Expenses beyond the Consultant Expense Budget arising from an extension of the Sale Term shall be subject to mutual agreement).

1.9 "**Services**" shall mean the services to be performed by Consultant pursuant to Section 2.2 and the other provisions of this Agreement.

1.10 "**Store Employees**" shall mean those individuals who Merchant retains to employ in the Stores and, as applicable, in Warehouses, to conduct the Sale.

1.11 "**Supervisors**" shall mean the individuals whom Consultant shall engage to provide Services to Merchant in connection with the Sale.

1.12 "**Supervisor Costs**" shall have the meaning set forth in Section 2.3 of this Agreement.

2. CONSULTING

2.1 Merchant hereby retains Consultant and Consultant hereby agrees to serve as an independent consultant to Merchant to conduct the Sale and provide the other services, in each case as set forth herein. With respect to the Sale, Consultant shall serve as Merchant's sole and exclusive consultant relative thereto throughout the Sale Term, it being understood, for the avoidance of doubt, that the foregoing shall not preclude Merchant and its affiliates from selling any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon independently from Consultant prior to the Bankruptcy Case filing (or following the filing of the Bankruptcy Case, (a) with the consent of the Lenders (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms) or (b) in the event that the board of directors of The Children's Place, Inc. determines in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law), and provided that such exclusivity is consistent with Merchant's obligations under its other contracts in effect as of the date hereof, including (i) the Distribution and License Agreement between The Children's Place Services Company, LLC ("**TCPSC**") and Children's Apparel Network Ltd. dated November 19, 2025 (as amended) and (ii) the Authorization Letter between TCPSC and Network 360 Global, Inc. dated October 31, 2025 (and all related agreements thereunder). Following the filing of the Bankruptcy Case, Consultant shall not sell any merchandise, furniture, fixtures (trade or other) and/or equipment through Amazon without first obtaining the prior written consent of the Lenders (the "**Lender Consent**") to the economic terms of such sale (it being understood and agreed that such consent shall be deemed to have been given if the Lenders have not affirmatively rejected such terms within 48 hours of receipt of such terms).

2.2 On the terms and conditions set forth herein, commencing as of the Sale Commencement Date, Consultant shall provide Merchant with the following Services with respect to the conduct of the Sale, using commercially reasonable efforts to maximize the Gross Proceeds and complying at all times with the Sale Guidelines, applicable law, court orders and, in each case, subject to any further directions with respect to the Sale given by Merchant at any time until the end of the Sale Term:

(a) provide qualified, full-time Supervisors to assist Merchant in conducting the Sale as further described in Section 2.3 below;

(b) oversee the Sale of the Merchandise from the Stores and the Warehouses, which for the avoidance of doubt shall, to the extent requested by Merchant, include the effectuation of the Sale through e-commerce channels in accordance with Section 16 hereof;

(c) recommend and implement appropriate advertising to effectively sell the Merchandise during the Sale Term, consistent with the applicable sale theme agreed to with Merchant;

(d) recommend appropriate pricing, display and discounting of Merchandise, as well as recommend appropriate staffing levels for the Stores (including Store Employees), in each case subject to Merchant's prior approval;

(e) assist Merchant in connection with loss prevention, as appropriate;

(f) determine the applicable permits and governmental approvals necessary to conduct the Sale, and work with Merchant to obtain each in a timely and orderly fashion and prepare or cause to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant within the Consultant Expense Budget or a supplemental budget approved by Merchant in advance;

(g) maintain the confidentiality of all non-public information regarding Merchant received by Consultant or any representative thereof under or in connection with this Agreement (all of which is agreed to constitute "Confidential Information" for purposes of the Applicable Confidentiality Agreement (as defined below)) in accordance with the provisions of the applicable confidentiality agreements, dated October 6, 2026 with GA Retail Solutions, LLC, October 7, 2026 with Tiger Capital Group, LLC and October 8, 2026 with SB360 Capital Partners, LLC, each signed by The Children's Place, Inc. on the one hand, and the applicable Consultant Party on the other hand (each, an "**Applicable Confidentiality**

**Agreement**"), each of which shall survive this Agreement. Without limiting the generality of the foregoing, Consultant shall use Merchant's and customer data solely for the Services, maintain reasonable security safeguards, promptly notify Merchant of unauthorized access or disclosure, and return Merchant's data and customer data on request or conclusion of the Sale, subject to confidential archival retention required by law or for reconciliation, and shall comply with all applicable privacy laws in respect of any personal information of Merchant's customers or employees; provided that, notwithstanding anything herein to the contrary, Consultant shall not, to the extent practicable under the circumstances and permitted under applicable laws, have access to customer personal identifiable information; and

(h) provide, for no additional consideration, such other related services deemed necessary or prudent by Merchant and Consultant, acting reasonably, under the circumstances giving rise to the Sale.

2.3 In connection with the Sale, Consultant shall directly retain and engage the Supervisors. Each Supervisor shall be an independent contractor engaged by Consultant and not be and shall not be deemed to be an employee or agent of Merchant in any manner whatsoever; and it is understood and agreed that no Supervisor shall have or be deemed to have any relationship with Merchant by virtue of this Agreement or otherwise which creates any liability or responsibility on behalf of Merchant for any Supervisor. In consideration of Consultant's engagement of the Supervisors, Merchant shall pay Consultant, as a Sale Expense, the budgeted amounts for Supervisors' services, out-of-pocket travel costs and deferred compensation based on the results of the Sale (collectively, the "**Supervisor Costs**"), which amount shall not exceed the amount budgeted therefor in the Consultant Expense Budget without the prior written consent of Merchant.

2.4 Title to all Merchandise shall remain with Merchant at all times during the Sale Term until such Merchandise is sold by or on behalf of Merchant. All sales of Merchandise shall be made on behalf of Merchant.

2.5 Merchant may upon three (3) days' notice notify Consultant (a) following either (x) the receipt of written consent of Wells Fargo Bank, National Association and Crystal Financial LLC d/b/a SLR Credit Solutions (together, the "**Lenders**"), or (y) the board of directors of The Children's Place, Inc. having determined in good faith after consultation with outside counsel that the failure to do so would be inconsistent with their fiduciary duties under applicable law, that one or more Stores, Warehouses or the E-Commerce Platform shall no longer be included in the Sale, in which case such location shall no longer be identified as a Store, Warehouse or E-Commerce Platform, respectively, subject to the Sale hereunder, and as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to make any sales with respect to, or to any consideration in respect of any sales made at or with respect to such location (and shall not thereafter be required or permitted to effect any sales at or with respect to such location

unless and until Merchant notifies Consultant in writing that such location is once again in-scope) and/or (b) that any specific assets at one or more Stores or Warehouses shall no longer be included in the Sale (and/or should not be included in any FF&E sale), in which case (i) such asset(s) at such location(s) shall no longer be identified as Merchandise or otherwise for sale pursuant to this Agreement, (ii) as from the date of such designation, for the avoidance of doubt, Consultant shall not be entitled to sell, or to any consideration in respect of any sales of, such assets (and shall not thereafter be required or permitted to effect any sales of such assets unless and until Merchant notifies Consultant in writing that such asset is once again in-scope), and (iii) Merchant and Consultant shall in good faith discuss an appropriate reduction in the Consultant Expense Budget in connection with any exclusion referred to in clause (i) and/or clause (ii). With effect from such notice from Merchant until such location or asset is no longer deemed part of the Sale in accordance with the preceding sentence, Consultant shall not for the avoidance of doubt seek to accelerate sales of such assets or at such locations (and to the extent practicable shall try to terminate all such sales prior to such third day), or increase or implement any new discounts or sale offerings at the affected location or with respect to the affected assets as compared to the discounts and sale offerings which were in place immediately prior to Merchant's notice. Merchant shall pay Consultant the Sale Expenses, the FF&E Fee, the FF&E Expenses and the Base Fee with regard to sales that occur prior to the date of such withdrawal.

2.6 With respect to the Stores, Warehouses and (solely after November 7, 2026) E-Commerce Platform, Consultant may advertise the Sale as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale; provided, that prior to November 7, 2026, Consultant may only advertise the Sale as conducted through the E-Commerce Platform as an "inventory blowout" or similar themed sale and not for the avoidance of doubt as a "going out of business", "store closing", "everything must go", "sale on everything", or similar themed sale. Notwithstanding anything to the contrary in this Agreement or in the Sale Guidelines, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage, including any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through the E-Commerce Platform) shall be subject to the reasonable approval in advance of Merchant.

## 3. EXPENSES

3.1 In connection with the Sale, Merchant shall be responsible for the payment of all expenses incurred in operating the Stores, the E-Commerce Platform and the Warehouses and conducting the Sale, including all Sale Expenses (to the extent included in the Consultant Expense Budget), subject to Section 15. All Sale Expenses shall be set forth on the Consultant Expense Budget which may only be amended with mutual agreement of Consultant and Merchant. Any Sale Expenses incurred by Consultant in excess of the Consultant Expense Budget without the prior written consent of Merchant shall be the sole responsibility of Consultant. Consultant shall not be entitled to any reimbursement from Merchant of any costs or expenses incurred under or in connection

with this Agreement that is not included in the Consultant Expense Budget (which such reimbursements shall be limited to the amounts set forth in the Consultant Expense Budget).

3.2 As an advance against Sale Expenses and to secure payment of the same, upon execution of this Agreement, Merchant shall pay Consultant a deposit towards the Consultant Expense Budget in the amount of $3,140,000 (the "**Deposit**"), which shall be applied against Sale Expenses, the FF&E Fee, the FF&E Expenses or the Base Fee (as defined below) at the end of the Sale Term with respect to all Stores, Warehouses and the E-Commerce Platform and to the extent not expended shall be returned to the Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree.

4. CONSULTANT'S FEES

4.1 Consultant shall be entitled to a base fee equal to two and one-half percent (2.5%) of the Gross Proceeds generated from the sale of the Merchandise through the Stores and Warehouses (including to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant but excluding for the avoidance of doubt Amazon or any other e-commerce channels operated independently from Consultant) during the Sale (the "**Base Fee**"); provided, however that notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall Consultant be entitled to earn any Base Fee with respect to merchandise, furniture, fixtures (trade or other) and/or equipment that is sold through Amazon (whether sold through Consultant's efforts or otherwise) pursuant to purchase orders placed before the filing of the Bankruptcy Case (and the same shall be deemed not to be "Merchandise"). The Base Fee due to Consultant shall be paid weekly from the proceeds of the Sale after it is earned as provided below. For the avoidance of doubt, no Base Fee is payable on assets that do not constitute Merchandise or which are otherwise withdrawn from the Sale or are otherwise sales outside the Stores or the Warehouses (or to the extent any such channels are agreed by Merchant, the e-commerce channels operated by Consultant), and any disposition or sale of (or fees or consideration for the disposition or sale of) accounts receivable, intellectual property or real estate (or the provision of real estate services), if any, would require a separate written agreement with Merchant.

5. INVOICES; RECONCILIATION

5.1 Consultant shall submit invoices to Merchant on a weekly basis setting forth any actual, reasonable and documented Sale Expenses and FF&E Expenses it has incurred and the applicable portion of the Base Fee, the FF&E Fee and the Additional Goods Fee (as defined below) that have been earned during the prior one-week period, together with invoices and statements supporting such amounts. Within two business days of the submission of such invoices and supporting documents, any amount of such invoices not disputed by Merchant shall be paid in full by Merchant to Consultant or, in case of the Additional Goods Fee, by Consultant to Merchant. The Merchant shall include Sale Expenses, FF&E Expenses, and the Base Fee in the budget approved in any financing or

cash collateral order entered by the Bankruptcy Court; provided that no such amount shall be in contravention of the terms of this Agreement or in excess of the Consultant Expense Budget.

5.2 Within thirty (30) days following the Sale Termination Date, the Parties shall complete a final reconciliation of the Gross Proceeds from the Sale, the expenses incurred and the fee payable to Consultant (the "**Final Reconciliation**") and pay any amounts due hereunder.

6. STORE EMPLOYEES

6.1 Following consultation with Consultant regarding appropriate staffing levels for the Stores, Merchant shall select and use commercially reasonable efforts to seek to retain an appropriate number of Store Employees during the Sale Term to meet such staffing levels.

6.2 Subject to Section 9.1 hereof, Consultant shall have no liability to the Store Employees (or any of Merchant's former employees) with respect to severance pay, termination pay, vacation pay, pay in lieu of reasonable notice of termination, or any other expenses or liability arising from Merchant's employment of such Store Employees prior to, during, and subsequent to the Sale.

6.3 At Merchant's request, in the event that any Store Employees terminate their employment or services during the Sale Term, Consultant agrees to use commercially reasonable efforts to assist Merchant supplementing or replacing such Store Employees as mutually deemed necessary by the Parties with temporary employees (the "**Temporary Employees**"). Merchant shall be responsible for any wages payable with respect to such Temporary Employees during the Sale Term (following approval by Merchant of the engagement and compensation of such Temporary Employee), and to the extent such wages are payable by Consultant they shall be deemed Sale Expenses.

7. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

7.1 Consultant hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Each Consultant Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Consultant has taken all necessary action required to authorize the execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed by Consultant and is a valid and binding obligation of Consultant enforceable in accordance with its terms, subject only to any applicable

bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) No action or proceeding has been instituted or, to Consultant's knowledge, threatened, affecting the consummation of this Agreement or the transactions contemplated herein.

(d) Consultant will comply with and act in accordance with any and all applicable federal, state, provincial, municipal and local laws, rules and regulations and other legal obligations of all governmental authorities and the terms/restrictions of the underlying Store leases, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

8. REPRESENTATIONS AND WARRANTIES OF MERCHANT

8.1 Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court or the Canadian Court, (ii) disclosed in any reports, statements or other documents filed with or furnished to the U.S. Securities and Exchange Commission and publicly available, together with all exhibits and schedules to the foregoing materials and all information incorporated therein by reference, in each case prior to the date of this Agreement (other than any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," "Quantitative and Qualitative Disclosures About Market Risk," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature), (iii) disclosed in the Merchant data room to which Consultant has been given access or (iv) is otherwise known by any Consultant Party as of the date of this Agreement, Merchant hereby represents, warrants and covenants in favor of Consultant as follows:

(a) Merchant has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Merchant shall have taken all necessary action required to authorize its execution, performance and delivery of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement shall be a valid and binding obligation of Merchant enforceable in accordance with its terms, subject only to any applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

(c) To the best of Merchant's knowledge, no action or proceeding has been instituted or threatened that affects the consummation of this Agreement or the transactions contemplated herein.

(d) Merchant will own on the Sale Commencement Date, and will own at all times during the Sale Term until they are sold, good and marketable title to all of the Merchandise, which Merchandise when sold shall be sold free and clear of all liens, claims and encumbrances of any nature with any such liens, claims and encumbrances to attach to the Gross Proceeds subject to the Base Fee, FF&E Fee and Sale Expenses.

(e) To the best of Merchant's knowledge: (i) Merchant has maintained its pricing files with respect to the Merchandise in the ordinary course of business, and prices charged to the public for such Merchandise are the same in all material respects as set forth in such pricing files for the periods indicated therein; and (ii) all pricing files as of the Sale Commencement Date relative to the Merchandise have been or upon request will be made available to Consultant.

(f) To the best of Merchant's knowledge, all Merchandise is in compliance with all applicable federal, provincial, state, municipal or local product safety laws, rules, and standards in all material respects.

(g) Throughout the Sale Term, Merchant will use commercially reasonable efforts to provide that Consultant shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, each of the Stores, the Merchandise, and the utilities and other services provided at the Stores. Merchant shall, throughout the Sale Term, use commercially reasonable efforts to maintain in good working order, condition and repair all cash registers, heating systems, air conditioning systems, elevators, escalators, and all other mechanical devices necessary for the conduct of the Sale at the Stores.

9. AFFIRMATIVE DUTIES OF CONSULTANT

9.1 Consultant shall indemnify and hold harmless Merchant and its affiliates and its and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Merchant Indemnified Parties**") from and against any and all claims, causes of action, demands, penalties, losses, liability, damage or other obligations, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Losses**"), resulting from or arising out of: (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this

Agreement or the transactions contemplated hereby; (ii) any claims by any party engaged by Consultant as an employee or independent contractor (including Supervisors) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, or unemployment compensation claims, or claims for harassment or any other unlawful, tortious or otherwise actionable treatment); (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees, contractors, customers or representatives of any Merchant Indemnified Party by Consultant or any of its affiliates, or any of their respective representatives, including any Supervisor ("**Harassment Claims**"); (iv) any consumer warranty or products liability claims relating to Additional Goods; (v) any amounts related to sales taxes for Additional Goods; and (vi) the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale. Notwithstanding anything to the contrary in this Section 9.1, Consultant does not indemnify or hold harmless any Merchant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its affiliates, or its or their respective affiliates' officers, directors, employees, agents or representatives or Merchant's breach of this Agreement. For purposes of this Agreement, "**Losses**" shall exclude (x) punitive or exemplary damages, (y) any damages that are speculative or whose existence or amount cannot be established with reasonable certainty and (z) any indirect, incidental, special or consequential damages (including lost profits) except to the extent reasonably foreseeable as a natural probable consequence of the matter giving rise to the applicable claim, except in case of clause (x) and clause (z) to the extent paid by the applicable indemnified Party in connection with a third party claim.

9.2 Consultant shall comply with applicable federal, provincial, state, municipal and local laws, rules and regulations in connection with the Sale and otherwise in connection with this Agreement, except as otherwise allowed pursuant to any Bankruptcy Court order or, with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or any order of the Canadian Court.

9.3 Consultant shall conduct the Sale in accordance with the terms of this Agreement, the Sale Guidelines, the Order (as defined below), and with respect to the Canada Stores and the Warehouses located in Canada, the Canadian Recognition Order (as defined below).

9.4 Consultant will not take any disciplinary action against any employee of Merchant or any of its affiliates, including any Store Employee.

9.5 Consultant shall use commercially reasonable efforts to cause all Supervisors, Temporary Employees and all other representatives and agents of Consultant to cooperate with Merchant and its agents in connection with the Sale during the Sale Term.

10. AFFIRMATIVE DUTIES OF MERCHANT

10.1 Merchant shall be solely liable for, and shall pay when due, all Sale Expenses (solely up to an amount not to exceed the Consultant Expense Budget) as well as (in each case excluding Sale Expenses) all other taxes, costs, expenses, accounts payable and other liabilities relating to the Sale, the Stores, Store Employees and Merchant's business operations during the Sale, including all occupancy expenses, excluding, in each case, any such matters (a) for which Consultant is required to indemnify Merchant pursuant to Section 9, (b) for which the taxes, costs, expenses, accounts payable or other liabilities are specifically otherwise allocated to Consultant pursuant to this Agreement or (c) which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.2 Merchant shall prepare and process all reporting forms, certificates, reports and other documentation required in connection with the payment of all applicable taxes for the Stores to the appropriate taxing authorities. Merchant shall collect all sales taxes from sales of Merchandise and Additional Goods, and shall pay the same to the appropriate taxing authorities in accordance with the applicable law.

10.3 Merchant shall use commercially reasonable efforts to cause all Store Employees and all other representatives and agents of Merchant to cooperate with Consultant and its agents in connection with the Sale during the Sale Term.

10.4 Merchant shall indemnify and hold harmless Consultant and its affiliates and their respective officers, directors, employees, agents, representatives and independent contractors (collectively, "**Consultant Indemnified Parties**") from and against any and all Losses resulting from or arising out of: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection with this Agreement or the transactions contemplated hereby; (ii) except in respect of Additional Goods, any failure by Merchant to pay when due any sales taxes to the proper taxing authorities, to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof, or to pay any amounts due pursuant to Section 10.1 hereof; (iii) any claims by any party engaged by Merchant as an employee or independent contractor (including Store Employees) arising out of such engagement (including any payroll claims, wage claims, claims for taxes or other amounts required to be withheld, unemployment compensation claims or claims by employees arising under workers' compensation or the WARN Act), other than (A) Harassment Claims or (B) claims arising from (1) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives (including for the avoidance of doubt any Supervisor or Temporary Employee) or (2) Consultant's breach of this Agreement; (iv) any liability or other claims, including, without limitation, any consumer warranty or products liability claims asserted by customers against Consultant or any Consultant Indemnified Party with respect to the Merchandise or FF&E, except claims arising from (A) the fraud, gross negligence or willful misconduct of Consultant or any of its affiliates or any of their representatives or (B)

Consultant's breach of this Agreement; (v) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any employees, contractors, customers or representatives of any Consultant Indemnified Party by Merchant or any of its affiliates, or any of their respective representatives; (vi) the fraud, gross negligence (including omissions) or willful misconduct of Merchant or any of its officers, directors, employees, agents or representatives under or in connection with this Agreement or otherwise in connection with the Sale; and (vii) any liability or other claims arising out of liens, claims, interests and encumbrances asserted against the Merchandise or FF&E by any third parties. Notwithstanding anything to the contrary in this Section 10.4, Merchant does not indemnify and hold harmless any Consultant Indemnified Party from or against any Loss resulting from or related to or which otherwise arise out of or in connection with the fraud, gross negligence (including omissions) or willful misconduct of Consultant or any Supervisor, or any of their respective affiliates, or their or their respective affiliates' officers, directors, employees, agents or representatives or Consultant's breach of this Agreement.

10.5 In connection with the Sale during the applicable Sale Term, Consultant shall utilize Merchant's trade name in Consultant's Sale-related advertising and on Consultant's website. The Sale of Merchandise shall be conducted utilizing the Merchant's trade names in a manner consistent with past practice; provided further that advertisements may be made in the manner specified in this Agreement in accordance with this Agreement. Except for the limited permission expressly provided in this Section 10.5, no right, title or interest in Merchant's trade names, trademarks, logos or trade dress is granted to Consultant, and all goodwill arising from their permitted use shall inure solely to the benefit of Merchant or the applicable owner. Upon expiration of the applicable Sale Term or earlier termination of this Agreement, Consultant shall cease such use and promptly remove the applicable materials from its website and other advertising channels.

## 11. INSURANCE

11.1 Merchant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance), consistent with its existing coverage, covering injuries to persons and property in or in connection with Merchant's operation of the Stores and the Warehouses and with respect to the E-Commerce Platform (as applicable), and shall cause Consultant to be an additional insured with respect to all applicable policies. Merchant shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence, willful misconduct or unlawful acts of Consultant or its employees, representatives, agents or Supervisors or Temporary Employees.

11.2 Consultant shall maintain throughout the Sale Term liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in

connection with Consultant's provision of services at the Stores, and shall cause Merchant to be an additional insured with respect to applicable policies.

12. MISCELLANEOUS

12.1 Any notice or other communication under this Agreement shall be in writing and may be delivered personally or sent electronically or by prepaid registered or certified mail, addressed as follows:

(a) in the case of Consultant:

TIGER CAPITAL GROUP, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attn: Mark P. Naughton
Senior General Counsel
Email: mnaughton@tigergroup.com

SB360 CAPITAL PARTNERS, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attn: Robert Raskin
Email: rraskin@sb360.com

GA RETAIL SOLUTIONS, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attn: Joseph Malfitano
Email: jmalfitano@gagroup.com

(b) in the case of Merchant:

The Children's Place, Inc.
500 Plaza Drive
Secaucus, NJ 07094
Attn: Kenneth Li
Email: kli@childrensplace.com

12.2 This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware without reference to any conflict of laws provisions to the extent they would have the effect of applying the laws of any other jurisdiction. Any action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement, the negotiation, execution, or

performance of this Agreement, or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity, and enforceability of this Agreement (each, an "**Agreement Dispute**") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the courts referred to in clause (a) and clause (b), the "**Chosen Courts**"). Each of the Parties irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. No Party will commence any Agreement Dispute except in the Chosen Courts, other than actions in any court of competent jurisdiction to enforce any order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine *of forum non-conveniens.* Venue would be proper in any of the Chosen Courts, and each Party hereby irrevocably waives any objection that any Chosen Court is an improper or inconvenient forum for any Agreement Dispute. Each of the Parties irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by law.

12.3 ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. ANY AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.3.

12.4 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by, or invalid, under applicable law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction. Upon such determination that any provision is prohibited by, or invalid, under applicable law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the

transactions contemplated hereby are fulfilled to the fullest extent possible. If the Parties are unable to agree on such a modification, the court or other authority making such determination of prohibition or invalidity will have the power to reduce the scope, duration, area, or applicability of the provision, to delete specific words or phrases, or to replace the prohibited or invalid provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the prohibited or invalid provision.

12.5 This Agreement, together with the Applicable Confidentiality Agreements, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings, and can only be modified by a writing signed by Merchant and Consultant. The Parties have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

12.6 Consultant may not assign this Agreement without the express prior written consent of Merchant. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Consultant shall have the right to syndicate its rights under this Agreement but in any event shall remain responsible to Merchant for all acts and omissions of any third party that Consultant syndicates its rights to (and the actions and omissions of such third parties for the avoidance of doubt shall be attributed to Consultant for purposes of Section 9.1 and the carveouts to Merchant's obligations pursuant to Section 10.4), and for the performance in accordance with this Agreement of the portion of the Services that are syndicated. Unless Merchant provides prior written consent, Consultant may syndicate rights only to firms with a similar reputation and standing in the applicable market as Consultant possesses in the United States.

12.7 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, together, shall constitute one and the same instrument. Delivery by electronic mail of this Agreement or an executed counterpart hereof shall be deemed a good and valid execution and delivery hereof or thereof.

12.8 Nothing contained herein shall be deemed to create any relationship between Consultant and Merchant other than that of an independent contractor. It is stipulated that the Parties are not partners or joint venturers.

12.9 Each of the Consultant Parties shall be jointly and severally liable for all obligations and liabilities of Consultant under this Agreement. Merchant may enforce any such obligation or liability against any one or more Consultant Parties without first seeking recovery from any other Consultant Party.

12.10 With respect to Merchant, The Children's Place, Inc. is authorized to act on behalf of each of its subsidiaries in all matters under this Agreement, including giving and

receiving notices, consents, approvals and other communications. Any action taken or notice or other communication given or received by The Children's Place, Inc. on behalf of any subsidiary under this Agreement shall be deemed taken, given or received on behalf of such subsidiary and shall be binding upon it.

12.11 In the event of any conflict or inconsistency between (i) this Agreement and the US Sale Guidelines, as may be approved, modified or amended by the Bankruptcy Court, the US Sale Guidelines shall govern with respect to the Stores located in the United States (the "**US Stores**"), and (ii) this Agreement and the Canadian Sale Guidelines, as may be approved, modified or amended by the Canadian Court, the Canadian Sale Guidelines shall govern with respect to the Stores located in Canada (the "**Canada Stores**") and the Warehouses located in Canada.

13. ADDITIONAL GOODS

13.1 After the Sale Commencement Date, upon the express prior written consent of Merchant with respect to each applicable Store, Consultant may deliver, at Consultant's sole cost and expense, to any Store certain items of merchandise (the "**Additional Goods**") of like kind and quality to the Merchandise in the Stores to be sold during the Sale. Merchant acknowledges that Consultant may discuss acquiring Additional Goods for the Sale with existing vendors of Merchant as well as Consultant's sources.

13.2 Consultant and Merchant intend that the transactions relating to the Additional Goods are, and shall be, construed as, a true consignment from Consultant to the Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligations to pay to the Merchant the Additional Goods Fee (as defined below), at all times and for all purposes the Additional Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Additional Goods or the Additional Goods Proceeds, including the Lenders other than as as to the Additional Goods Fee payable to Merchant. The Merchant acknowledges that the Additional Goods shall be consigned to the Merchant as a true consignment under Article 9 of the Uniform Commercial Code. The Lenders shall not be granted any liens on the Additional Goods or the Additional Goods Proceeds (other than the Additional Goods Fee payable to Merchant) in any financing or cash collateral order entered by the Bankruptcy Court.

13.3 Consultant shall utilize distinct SKUs or other means to distinguish the Additional Goods from Merchandise at the Stores. The process shall be mutually acceptable to the Parties. Merchant shall collect all actual proceeds from sales of Additional Goods ("**Additional Goods Proceeds**") and distribute those proceeds to Consultant, less a fee to Merchant equal to six and one-half percent (6.5%) of Additional Goods Proceeds (the "**Additional Goods Fee**"), and less the applicable sales taxes from sales of Additional Goods, as part of the weekly reconciliation hereunder. Merchant shall collect applicable sales taxes from sales of Additional Goods at the point of sale and Merchant shall have full responsibility for the payment of such sales taxes to the appropriate taxing authorities in accordance with the applicable law, as well as in preparing and processing all reporting

forms, certificates, reports and other documentation required in connection with the payment of such taxes.

13.4 Subject to Merchant's consent, Consultant may make arrangements for the purchase of Additional Goods from Consultant's suppliers of goods as well as Merchant's existing suppliers of goods in a manner that is not disruptive to the Sale or Merchant's business relationships with such persons. To assist Consultant in that regard, from and after the date of this Agreement and solely on a non-binding basis without any liability to Merchant in connection therewith, Merchant shall, if requested by Consultant in writing, use Merchant's commercially reasonable efforts to assist Consultant with its efforts to negotiate orders with Merchant's suppliers for goods that Consultant is interested in purchasing as Additional Goods.

13.5 Immediately following the Sale Termination Date, Consultant shall remove, at its sole cost and expense, the remaining Additional Goods, if any, from the Stores. As part of the Final Reconciliation, Consultant and Merchant shall jointly prepare a final reconciliation of the sale of Additional Goods, consisting of a summary of Additional Goods Proceeds and any sales taxes paid in respect thereto. During the Sale, and until the Final Reconciliation is complete and all obligations under this Agreement have been satisfied, Merchant and Consultant shall have reasonable access to review and audit each other's records with respect to Additional Goods Proceeds and sales taxes related thereto. The Parties shall cooperate in good faith to resolve any disputes regarding such reconciliation. Upon completion of the Final Reconciliation, the Parties shall pay any remaining amounts necessary to give effect to the Additional Goods Fee under Section 13.3.

13.6. Consultant shall use its reasonable best efforts to ensure that sales of Additional Goods do not cannibalize sales of Merchandise.

14. FIXTURES

14.1 Consultant shall sell the furnishings, trade fixtures, equipment and improvements to real property owned by Merchant that are located in the Stores, the corporate and other offices of Merchant, and (solely after January 31, 2027) the Warehouses (collectively, "**FF&E**") for Merchant's benefit, for a commission equal to fifteen percent (15%) of the gross proceeds (net of applicable sales and other taxes) from the sale of such FF&E (the "**FF&E Fee**"), plus reimbursement of Consultant's actual, reasonable and documented out-of-pocket expenses incurred in connection with the sale of such assets (the "**FF&E Expenses**"), pursuant to a budget established by mutual agreement between Merchant and Consultant, provided that Consultant shall not sell any FF&E necessary for the operation of the E-Commerce Platform or located at the Owned Distribution Center or at any corporate office until Merchant provides its written approval, and shall ensure that FF&E sales with respect to all Stores and Warehouses and the E-Commerce Platform are effected in a manner that is not disruptive to the execution of the Sale. If requested in writing by Merchant, Consultant shall cease any and all FF&E sales as promptly as practicable and in any event within three days.

## 15. BANKRUPTCY

15.1 In the event that Merchant seeks relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**" and the case commenced thereby, a "**Bankruptcy Case**"), Merchant shall promptly seek United States Bankruptcy Court for District of New Jersey ("**Bankruptcy Court**") authority and approval (as applicable) to, among other things, (a) assume this Agreement and (b) conduct the Sale pursuant to the Sale Guidelines under sections 363 and 365 of the United States Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof). Such authority and approval will be sought pursuant to one or more interim and final orders (collectively, the "**Order**") with terms acceptable to both Merchant and Consultant that provide for, among other things, the following relief: (i) assumption of this Agreement; (ii) the payment of all fees and reimbursement of expenses hereunder to Consultant without further order of the Bankruptcy Court or the Canadian Court, free and clear of all liens, claims and encumbrances, on a weekly basis and otherwise in accordance with this Agreement; (iii) approval of the Sale Guidelines; (iv) approval of the transactions contemplated hereby, including the Sale pursuant to the Sale Guidelines and, in respect of the US Stores, without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale (it being acknowledged that the Sale at the Canada Stores and the Warehouses located in Canada shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, except as otherwise provided in the Canadian Sale Guidelines or ordered by the Canadian Court); (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) authorizing the sale of Additional Goods on the terms herein; (vii) inclusion of Consultant's fees and expenses in the budget approved in any financing order entered by the Bankruptcy Court; and (vii) authorizing Merchant to take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In the event of a Bankruptcy Case filing and subject to Section 15.2, and notwithstanding Section 12.2, the Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising in connection with this Agreement, including any legal action, suit or proceeding arising after the commencement of a Bankruptcy Case, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Order, if applicable, Consultant shall conduct the Sale in accordance with the terms of the Agreement, the Order, the Canadian Recognition Order (in respect of the Canada Stores and the Warehouses located in Canada) and the Sale Guidelines in all material respects. In the event Merchant commences a Bankruptcy Case and the Order is not entered by the Bankruptcy Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses actually incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court and (y) Consultant may, in its sole discretion, elect to apply the Deposit and/or to terminate this Agreement.

15.2 In the event of a Bankruptcy Case, Merchant shall, as soon as reasonably practicable following entry of each interim and final Order, as applicable, seek an order (the "**Canadian Recognition Order**") of the Ontario Superior Court of Justice (Commercial List) or such other court of competent jurisdiction (the "**Canadian Court**") in the proceedings commenced in respect of Merchant under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**Recognition Proceedings**") recognizing and giving full force and effect to the Order in Canada pursuant to section 49 of the CCAA. Consultant acknowledges and agrees that: (i) the Sale at the Canada Stores and the Warehouses located in Canada following the commencement of the Recognition Proceedings shall be subject to the Canadian Recognition Order, and Consultant shall conduct the Sale at the Canada Stores and the Warehouses located in Canada in accordance with the Canadian Recognition Order and the Canadian Sale Guidelines as approved by the Canadian Court; (ii) in the event of any conflict between this Agreement or the Order, on the one hand, and the Canadian Recognition Order or any other order of the Canadian Court, on the other hand, the orders of the Canadian Court shall govern solely with respect to the Canada Stores and the Warehouses located in Canada and the property of Merchant in Canada; (iii) notwithstanding Section 15.1 and Section 12.2, the Canadian Court shall have jurisdiction to resolve any dispute relating to the conduct of the Sale at the Canada Stores and the Warehouses located in Canada, the Canadian Sale Guidelines or the property of Merchant in Canada, including any dispute with landlords of the Canada Stores and the Warehouses located in Canada; and (iv) Consultant shall cooperate with Merchant and any information officer appointed by the Canadian Court in the Recognition Proceedings (the "**Information Officer**"), including by providing such information as the Information Officer may reasonably require to report to the Canadian Court, and shall use commercially reasonable efforts to assist Merchant in resolving any objections to the relief sought in the Recognition Proceedings. In the event the Canadian Recognition Order is not granted by the Canadian Court or does not include all material terms and conditions contained herein, (x) Merchant shall reimburse Consultant for any actual, reasonable and documented Sale Expenses incurred in connection with the Sale at the Canada Stores and the Warehouses located in Canada through and including the day immediately after denial of such relief by the Canadian Court and (y) Consultant may, in its sole discretion, elect to terminate this Agreement solely with respect to the Canada Stores, the Warehouses located in Canada and the Sale in Canada, and this Agreement shall otherwise remain in full force and effect.

16. E-COMMERCE PLATFORM

16.1 Consultant shall have the right to use Merchant's e-commerce site and related sales platform ("**E-Commerce Platform**") in connection with the Sale to fulfill customer orders made during the Sale Term and otherwise promote, subject to Merchant's approval rights herein, the Sale (in Consultant's capacity as Consultant hereunder) and Merchant shall use commercially reasonable efforts to continue to seek to provide for the operation and maintenance of the E-Commerce Platform in the ordinary course of business

and seek to provide Consultant with reasonable assistance with respect to the functionality of the E-Commerce Platform, fulfillment of orders, and promotion of the Sale. Consultant shall use commercially reasonable efforts to notify Merchant of its intention to stop using the E-Commerce Platform as soon as possible. Upon discontinuing the use of the E-Commerce Platform as a sales platform to fulfill customer orders, Merchant, at its option, shall either (a) host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function or (b) shall cooperate with Consultant to allow Consultant to transition and host the E-Commerce Platform, at no cost or expense to Consultant, for the limited purposes of advertising and promoting the Sale at the Stores, periodically updating such advertising and promotions, and maintaining and updating the Store locator function. Consultant and Merchant hereby further agree to the following: (i) all Merchandise sold through the E-Commerce Platform shall be counted based on shipments to customers; (ii) Merchant and Consultant shall mutually agree upon an allocation of Merchandise to be sold using the E-Commerce Platform, which Merchandise shall not be subject to the requirement to arrive at the Stores by the Sale Termination Date; (iii) Consultant shall be authorized to sell Additional Goods through the E-Commerce Platform, subject to Merchant's consent pursuant to Section 13.1; and (iv) the Parties may implement such other processes, procedures, and agreements as may be necessary or appropriate for the efficient and continued operation of the E-Commerce Platform. Merchant agrees that neither Merchant nor any other person or entity (other than Consultant) shall complete any sale of goods for Merchant's or any other person's or entity's account utilizing the E-Commerce Platform during the Sale Term and Merchant shall otherwise comply with Merchant's obligations under this Agreement in respect of the E-Commerce Platform. For the avoidance of doubt, Consultant's rights, and Merchant's obligations, with respect to the E-Commerce Platform pursuant to this Agreement shall not include any sales through Amazon.

IN WITNESS WHEREOF, each Party has executed this Agreement or caused this Agreement to be executed by its duly authorized officers as of the date first written above.

**TIGER CAPITAL GROUP, LLC**
By:
Name: Mark P. Waughton
Title: Senior General Counsel

**GA RETAIL SOLUTIONS, LLC**
By: Signed by: 7A3480027F27452...
Name: Joseph Malfitano
Title: President & Head of Retail, Merchant & Industrial Solutions

**SB360 CAPITAL PARTNERS, LLC**
By:
Name: Aaron Miller
Title: President

**THE CHILDREN'S PLACE, INC. (on behalf of itself and its subsidiaries constituting Merchant)**
By:
Name: John Szczepanski
Title: Chief Financial Officer

**EXHIBIT A**

(separately attached)

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 2 | Willowbrook Mall | 2630 WILLOWBROOK MALL | Wayne | NJ | 7470 | US |
| 6 | Paramus Park | 700 PARAMUS PARK | Paramus | NJ | 7652 | US |
| 7 | Springfield Mall | 1250 BALTIMORE PIKE | Springfield | PA | 19064 | US |
| 9 | Deptford Mall | 1750 DEPTFORD CENTER RD | Deptford | NJ | 8096 | US |
| 15 | Woodbridge Center | 300 WOODBRIDGE CENTER DRI | Woodbridge | NJ | 7095 | US |
| 17 | Rockaway Townsquare | 301 MT HOPE AVE | Rockaway | NJ | 7866 | US |
| 24 | Roosevelt Field | 630 OLD COUNTRY ROAD | Garden City | NY | 11530 | US |
| 28 | Fairlane Town Center | 18900 MICHIGAN AVE. | Dearborn | MI | 48126 | US |
| 44 | Southlake Mall | 2109 SOUTHLAKE MALL | Merrillville | IN | 46410 | US |
| 66 | Willow Grove Park | 2500 W MORELAND RD | Willow Grove | PA | 19090 | US |
| 91 | Harlem Irving Plaza | 4014 N HARLEM AVE | Norridge | IL | 60706 | US |
| 94 | White Marsh Mall | 8200 PERRY HALL BLVD | Baltimore | MD | 21236 | US |
| 96 | Staten Island Mall | 2655 RICHMOND AVENUE | Staten Island | NY | 10314 | US |
| 101 | Annapolis Mall | 2002 ANNAPOLIS MALL | Annapolis | MD | 21401 | US |
| 104 | North Riverside Park | 7501 WEST CERMAK ROAD | North Riverside | IL | 60546 | US |
| 107 | Green Acres Mall | 2010 GREEN ACRES MALL | Valley Stream | NY | 11581 | US |
| 610 | Kittery Premium Outlets | 345 US-1 | Kittery | ME | 3904 | US |
| 641 | Glenbrook Square | 4201 COLDWATER RD | Fort Wayne | IN | 46805 | US |
| 644 | Jefferson Valley Mall | 650 LEE BLVD. | Yorktown Heights | NY | 10598 | US |
| 663 | Danbury Fair | 7 BACKUS AVE | Danbury | CT | 6810 | US |
| 666 | Emerald Square | 999 SOUTH WASHINGTON ST. | North Attleboro | MA | 2760 | US |
| 667 | Walden Galleria | 1 WALDEN GALLERIA | Buffalo | NY | 14225 | US |
| 674 | Franklin Mall | 1455 FRANKLIN MILLS CIR | Philadelphia | PA | 19154 | US |
| 677 | The Shoppes at Buckland Hills | 194 BUCKLAND HILLS DR | Manchester | CT | 6040 | US |
| 678 | St. Charles Towne Center | 11110 MALL CIR | Waldorf | MD | 20603 | US |
| 682 | Queens Center | 90-15 QUEENS BLVD. | Elmhurst | NY | 11373 | US |
| 683 | Freehold Raceway Mall | 3710 US-9 | Freehold Township | NJ | 7728 | US |
| 685 | Destiny USA | 1 DESTINY USA DR | Syracuse | NY | 13290 | US |
| 688 | Florence Mall | 2028 FLORENCE MALL | Florence | KY | 41042 | US |
| 695 | Hanes Mall | 3320 SILAS CREEK PKWY | Winston-Salem | NC | 27103 | US |
| 696 | Coral Square Mall | 9319 W. ATLANTIC BLVD. | Coral Springs | FL | 33071 | US |
| 699 | Kings Plaza Shopping Center | 5100 KINGS PLAZA | Brooklyn | NY | 11234 | US |
| 701 | Mall at Rockingham Park | 99 ROCKINGHAM PARK BLVD. | Salem | NH | 3079 | US |
| 703 | Mall Of America | 60 E BROADWAY | Bloomington | MN | 55425 | US |
| 707 | South Shore Plaza | 250 GRANITE ST | Braintree | MA | 2184 | US |
| 711 | Square One Mall | 1201 BROADWAY | Saugus | MA | 1906 | US |
| 715 | Newport Centre | 30 MALL DRIVE WEST | Jersey City | NJ | 7310 | US |
| 718 | Towson Town Center | 825 DULANEY VALLEY ROAD | Towson | MD | 21204 | US |
| 719 | Northshore Mall | 210 ANDOVER ST | Peabody | MA | 1960 | US |
| 722 | The Maine Mall | 364 MAINE MALL RD | South Portland | ME | 4106 | US |
| 725 | Orland Square | 288 ORLAND SQUARE DR | Orland Park | IL | 60462 | US |
| 731 | Bayridge | 417-419 86TH STREET | Brooklyn | NY | 11209 | US |
| 733 | Castleton Square | 6020 E 82ND ST | Indianapolis | IN | 46250 | US |
| 735 | Quaker Bridge Mall | 3320 US-1 | Lawrenceville | NJ | 8648 | US |
| 739 | Smith Haven Mall | 304 SMITH HAVEN MALL | Lake Grove | NY | 11755 | US |
| 740 | South Shore Mall | 1701 SUNRISE HWY | Bay Shore | NY | 11706 | US |
| 743 | River Oaks Center | 96 RIVER OAKS CENTER DR | Calumet City | IL | 60409 | US |
| 745 | Oxford Valley Mall | 2300 LINCOLN HIGHWAY | Langhorne | PA | 19047 | US |
| 746 | Cherry Hill Mall | 2000 NJ-38 | Cherry Hill | NJ | 8002 | US |
| 748 | Potomac Mills | 2700 POTOMAC MILLS CIR | Woodbridge | VA | 22192 | US |
| 753 | Gurnee Mills | 6170 WEST GRAND AVE. | Gurnee | IL | 60031 | US |
| 755 | Fox Valley Mall | 2200 FOX VALLEY CENTER DR | Aurora | IL | 60504 | US |
| 761 | The Crossroads | 6650 S WESTNEDGE AVE | Portage | MI | 49024 | US |
| 767 | South Hills Village | 301 S HILLS VILLAGE | Pittsburgh | PA | 15241 | US |
| 768 | Brass Mills Center | 495 UNION STREET | Waterbury | CT | 6902 | US |
| 772 | The Mall at Fairfield Commons | 2727 FAIRFIELD CMNS | Beavercreek | OH | 45431 | US |
| 775 | Monroeville Mall | 200 MALL CIR DR | Monroeville | PA | 15146 | US |
| 776 | Four Seasons Town Centre | 410 FOUR SEASONS TOWN CEN | Greensboro | NC | 27407 | US |
| 777 | Fashion Outlet Of Niagara Falls USA | 1900 MILITARY RD | Niagara Falls | NY | 14304 | US |
| 778 | Trumbull Mall | 5065 MAIN ST | Trumbull | CT | 6611 | US |
| 782 | Roosevelt Mall | 2329 COTTMAN AVE | Philadelphia | PA | 19149 | US |
| 788 | Summit Mall | 3265 W MARKET ST | Akron | OH | 44333 | US |
| 801 | Connecticut Post Mall | 1201 BOSTON POST RD | Milford | CT | 6460 | US |
| 804 | St. Clair Square | 134 ST CLAIR SQUARE | Fairview Heights | IL | 62208 | US |
| 811 | Hamilton Place | 2100 HAMILTON PL BLVD | Chattanooga | TN | 37421 | US |
| 818 | Millcreek Mall Complex | 5800 PEACH ST | Erie | PA | 16565 | US |
| 819 | WestGate Mall | 205 W BLACKSTOCK RD | Spartanburg | SC | 29301 | US |
| 822 | Fox River Mall | 4301 W WISCONSIN AVE | Appleton | WI | 54913 | US |
| 823 | Haywood Mall | 700 HAYWOOD RD | Greenville | SC | 29607 | US |
| 824 | Oak Park Mall | 11215 W 95TH. STREET | Overland Park | KS | 66214 | US |
| 828 | Lehigh Valley Mall | 250 LEHIGH VALLEY MALL | Whitehall | PA | 18052 | US |
| 831 | Tanger Outlets Commerce | 800 STEVEN B TANGER BLVD | Commerce | GA | 30529 | US |
| 834 | SouthPark Mall | 500 SOUTHPARK CENTER | Strongsville | OH | 44136 | US |
| 835 | Augusta Mall | 3450 WHRIGHTSBORO RD | Augusta | GA | 30909 | US |
| 837 | Town Center At Cobb | 400 ERNEST W BARRETT PKWY | Kennesaw | GA | 30144 | US |
| 839 | Fayette Mall | 3401 NICHOLASVILLE RD | Lexington | KY | 40503 | US |
| 840 | Westfield Wheaton | 11160 VEIRS MILL RD | Wheaton | MD | 20902 | US |
| 841 | Auburn Mall | 385 SOUTHBRIDGE ST | Auburn | MA | 1501 | US |
| 843 | Park City Center | 660 PARK CITY CENTER | Lancaster | PA | 17601 | US |
| 847 | Great Lakes Crossing Outlets | 4000 BALDWIN RD | Auburn Hills | MI | 48326 | US |
| 851 | Lake Success Shopping Center | 1526 UNION TPKE | New Hyde Park | NY | 11040 | US |
| 853 | Northwoods Mall | 2150 NORTHWOODS BLVD | North Charleston | SC | 29406 | US |
| 854 | Southpark Mall | 230 SOUTHPARK CIR | Colonial Heights | VA | 23834 | US |
| 903 | Oglethorpe Mall | 7804 ABERCORN EXTENTION | Savannah | GA | 31406 | US |
| 904 | Cross Creek Mall | 419 CROSS CREEK MALL | Fayetteville | NC | 28303 | US |
| 906 | Southlake Mall | 1238 SOUTHLAKE MALL | Morrow | GA | 30260 | US |
| 912 | Hagerstown Premium Outlets | 495 PREMIUM OUTLETS BLVD | Hagerstown | MD | 21740 | US |
| 913 | Governor's Square | 1500 APALACHEE PKWY | Tallahassee | FL | 32301 | US |
| 914 | Plymouth Meeting Mall | 500 GERMANTOWN PIKE | Plymouth Meeting | PA | 19462 | US |
| 916 | Northwoods Mall | 2200 W WAR MEMORIAL DR | Peoria | IL | 61613 | US |
| 918 | Oakwood Mall | 4800 GOLF ROAD | Eau Claire | WI | 54701 | US |
| 920 | Sawgrass Mills | 12801 W SUNRISE BLVD | Sunrise | FL | 33323 | US |
| 923 | Greenwood Mall | 2625 SCOTTSVILLE RD | Bowling Green | KY | 42104 | US |
| 926 | Dulles Town Center | 21100 DULLES TOWN CIR | Sterling | VA | 20166 | US |
| 929 | Bergen Town Center | 1 BERGEN TOWN CENTER | Paramus | NJ | 7652 | US |
| 930 | Towne East Square | 7700 E KELLOGG DR | Wichita | KS | 67207 | US |
| 933 | The Mall at Barnes Crossing | 1001 BARNES CROSSING RD | Tupelo | MS | 38804 | US |
| 934 | Mall of Georgia | 3333 BUFORD DR | Buford | GA | 30519 | US |
| 939 | Providence Place | ONE PROVIDENCE PL | Providence | RI | 2903 | US |
| 940 | Northwest Arkansas Mall | 4201 N SHILOH DR | Fayetteville | AR | 72703 | US |
| 943 | Concord Mills | 8111 CONCORD MILLS BLVD | Concord | NC | 28027 | US |
| 945 | The Mills at Jersey Gardens | 651 KAPKOWSKI ROAD | Elizabeth | NJ | 7201 | US |
| 956 | The Florida Mall | 8001 SOUTH ORANGE BLOSSOM | Orlando | FL | 32809 | US |
| 962 | Fashion Centre @ Pentagon City | 1100 S. HAYES ST. | Arlington | VA | 22202 | US |
| 963 | Jackson Premium Outlets | 537 MONMOUTH RD | Jackson Township | NJ | 8527 | US |
| 965 | West Town Mall | 7600 KINGSTON PIKE | Knoxville | TN | 37919 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 969 | Arbor Place Mall | 1420 ARBOR PLACE MALL | Douglasville | GA | 30135 | US |
| 975 | The Empire Mall | 4001 W 41ST STREET | Sioux Falls | SD | 57106 | US |
| 977 | Spotsylvania Towne Centre | 137 SPOTSYLVANIA MALL DR | Fredericksburg | VA | 22407 | US |
| 979 | Washington Heights | 600 WEST 181 ST | New York | NY | 10033 | US |
| 982 | Miami International Mall | 1455 NW 107TH AVE | Doral | FL | 33172 | US |
| 983 | Columbiana Centre | 100 COLUMBIANA CIR | Columbia | SC | 29212 | US |
| 987 | Five Towns | 253-01 ROCKAWAY BLVD. | Rosedale | NY | 11422 | US |
| 989 | Woodbury Commons Premium Outlets | 147 Niagara Lane | Central Valley | NY | 10917 | US |
| 1010 | Meadowood Mall | 5000 MEADOWOOD MALL CIR | Reno | NV | 89502 | US |
| 1011 | CoolSprings Galleria | 1800 GALLERIA BLVD | Franklin | TN | 37067 | US |
| 1017 | Katy Mills | 5000 KATY MILLS CIR | Katy | TX | 77494 | US |
| 1021 | North Star Mall | 7400 SAN PEDRO AVE | San Antonio | TX | 78216 | US |
| 1024 | Opry Mills | 433 OPRY MILLS DR | Nashville | TN | 37214 | US |
| 1025 | Cape Cod Mall | 769 IYANNOUGH RD | Hyannis | MA | 2601 | US |
| 1028 | Myrtle Avenue | 57-37 MYRTLE AVE. | Queens | NY | 11385 | US |
| 1029 | First Colony Mall | 16535 SOUTHWEST FWY | Sugar Land | TX | 77479 | US |
| 1033 | South County Center | 18 S County Center Way | St. Louis | MO | 63129 | US |
| 1034 | Golden East Crossing | 1100 N WESLEYAN BLVD | Rocky Mount | NC | 27804 | US |
| 1039 | Grapevine Mills | 3000 GRAPEVINE MILLS PKWY | Grapevine | TX | 76051 | US |
| 1041 | Willowbrook Mall | 2000 WILLOWBROOK MALL | Houston | TX | 77070 | US |
| 1044 | Oakridge Mall | 925 BLOSSOM HILL ROAD | San Jose | CA | 95123 | US |
| 1045 | Galleria Dallas | 13350 DALLAS PARKWAY | Dallas | TX | 75240 | US |
| 1046 | Town East Mall | 2063 TOWN EAST MALL | Mesquite | TX | 75150 | US |
| 1047 | Chicago Ridge Mall | 9500 RIDGELAND AVE | Chicago Ridge | IL | 60415 | US |
| 1050 | Solano Town Center | 1350 TRAVIS BLVD | Fairfield | CA | 94533 | US |
| 1051 | University Park Mall | 6501 N GRAPE ROAD | Mishawaka | IN | 46545 | US |
| 1053 | Valley Hills Mall | 1960 US-70 | Hickory | NC | 28602 | US |
| 1058 | Chesapeake Square Mall | 4200 PORTSMOUTH BLVD | Chesapeake | VA | 23321 | US |
| 1060 | Layton Hills Mall | 1201 N HILL FIELD RD | Layton | UT | 84041 | US |
| 1063 | Ingram Park Mall | 6301 NW LOOP 410 | San Antonio | TX | 78238 | US |
| 1065 | Tanger Outlet Branson | 300 TANGER BLVD | Branson | MO | 65616 | US |
| 1068 | Westland Mall | 1675 W 49TH ST | Hialeah | FL | 33012 | US |
| 1069 | FlatIron Crossing | 1 W FLATIRON CROSSING DR | Broomfield | CO | 80021 | US |
| 1071 | Pembroke Lakes Mall | 11401 PINES BLVD | Pembroke Pines | FL | 33026 | US |
| 1074 | Cielo Vista Mall | 8401 GATEWAY BLVD W | El Paso | TX | 79925 | US |
| 1075 | Patrick Henry Mall | 12300 JEFFERSON AVE | Newport News | VA | 23602 | US |
| 1079 | Northpark Mall | 1200 E COUNTY LINE | Ridgeland | MS | 39157 | US |
| 1080 | Southern Hills Mall | 4400 SERGEANT RD | Sioux City | IA | 51106 | US |
| 1083 | Altamonte Mall | 451 E ALTAMONTE DR | Altamonte Springs | FL | 32701 | US |
| 1084 | Old Hickory Mall | 2021 N HIGHLAND AVE | Jackson | TN | 38305 | US |
| 1088 | Mall Del Norte | 5300 SAN DARIO AVE | Laredo | TX | 78041 | US |
| 1099 | La Plaza Mall | 2200 S 10TH ST | McAllen | TX | 78503 | US |
| 1100 | Wrentham Village Premium Outlets | 1 PREMIUM OUTLETS BLVD. | Wrentham | MA | 2093 | US |
| 1102 | Westgate Mall | 200 WESTGATE DRIVE | Brockton | MA | 2301 | US |
| 1203 | Sunrise Mall | 2370 NORTH EXPY | Brownsville | TX | 78526 | US |
| 1204 | Cumberland Mall | 2860 CUMBERLAND MALL SE | Atlanta | GA | 30339 | US |
| 1213 | Galleria at Tyler | 1299 GALLERIA AT TYLER | Riverside | CA | 92503 | US |
| 1214 | The Avenues | 10300 SOUTHSIDE BLVD | Jacksonville | FL | 32256 | US |
| 1215 | Arden Fair | 1689 ARDEN WAY | Sacramento | CA | 95815 | US |
| 1217 | La Palmera | 5488 S PADRE ISLAND DR | Corpus Christi | TX | 78411 | US |
| 1219 | Northridge Mall | 796 NORTHRIDGE DR | Salinas | CA | 93906 | US |
| 1220 | Boise Towne Square | 350 N MILWAUKEE | Boise | ID | 83704 | US |
| 1221 | Plaza Bonita | 3030 PLAZA BONITA | National City | CA | 91950 | US |
| 1226 | Countryside Mall | 27001 US HWY 19 N | Clearwater | FL | 33761 | US |
| 1231 | Independence Mall | 3500 OLEANDER DR | Wilmington | NC | 28403 | US |
| 1233 | Brandon Exchange | 459 BRANDON TOWN CENTER D | Brandon | FL | 33511 | US |
| 1234 | Southridge Mall | 5300 S 76TH ST | Greendale | WI | 53129 | US |
| 1236 | Lakeland Square Mall | 3800 US HWY 98 N | Lakeland | FL | 33809 | US |
| 1237 | Westfield Culver City | 6000 SEPULVEDA BOULEVARD | Culver City | CA | 90230 | US |
| 1238 | Southland Mall | ONE SOUTHLAND MALL DR | Hayward | CA | 94545 | US |
| 1240 | MainPlace Mall | 2800 N MAIN ST | Santa Ana | CA | 92705 | US |
| 1241 | Lima Mall | 2400 EILDA RD | Lima | OH | 45805 | US |
| 1242 | Great Mall | 447 GREAT MALL DR | Milpitas | CA | 95035 | US |
| 1250 | Northridge Fashion Center | 9301 TAMPA AVE | Northridge | CA | 91324 | US |
| 1256 | South Bay Galleria | 1815 HAWTHORNE BLVD | Redondo Beach | CA | 90278 | US |
| 1257 | Orange Park Mall | 1910 WELLS RD | Orange Park | FL | 32073 | US |
| 1260 | Mall At Prince George's | 3500 EAST-WEST HWY | Hyattsville | MD | 20782 | US |
| 1263 | Lakewood Center | 366 LAKEWOOD CENTER | Lakewood | CA | 90712 | US |
| 1264 | Dartmouth Mall | 200 N DARTMOUTH MALL | Dartmouth | MA | 2747 | US |
| 1266 | Westgate Mall | 7701 WEST I 40 | Amarillo | TX | 79121 | US |
| 1268 | Town Center @ Waterfront | 223 W.BRIDGE ST | Homestead | PA | 15120 | US |
| 1273 | The Mall at Stonecrest | 2929 TURNER HILL RD | Stonecrest | GA | 30038 | US |
| 1276 | The Mall at Robinson | 100 ROBINSON CENTER DR | Pittsburgh | PA | 15205 | US |
| 1280 | Hulen Mall | 4800 S HULEN ST | Fort Worth | TX | 76132 | US |
| 1282 | Chandler Fashion Center | 3111 W CHANDLER BLVD | Chandler | AZ | 85226 | US |
| 1287 | Bergenline Ave. | 5815 BERGENLINE AVE. | West New York | NJ | 7093 | US |
| 1288 | Francis Scott Key Mall | 5500 BUCKEYSTOWN PIKE | Frederick | MD | 21703 | US |
| 1291 | Valley Plaza | 2701 MING AVE | Bakersfield | CA | 93304 | US |
| 1298 | Copperwood Village | 6751 HIGHWAY 6 NORTH | Houston | TX | 77084 | US |
| 1299 | Arundel Mills | 7000 ARUNDEL MILLS CIRCLE | Hanover | MD | 21076 | US |
| 1305 | Central Mall | 5111 ROGERS AVE | Fort Smith | AR | 72903 | US |
| 1307 | Edison Mall | 4125 CLEVELAND AVE | Fort Myers | FL | 33901 | US |
| 1310 | Meadows Mall | 4300 MEADOWS LN | Las Vegas | NV | 89107 | US |
| 1315 | Woodland Hills Mall | 7021 S MEMORIAL DR | Tulsa | OK | 74133 | US |
| 1321 | Baybrook Mall | 500 BAYBROOK MALL | Friendswood | TX | 77546 | US |
| 1407 | Lakeline Mall | 11200 LAKELINE MALL DR | Cedar Park | TX | 78613 | US |
| 1408 | Desert Sky Mall | 7611 W THOMAS RD | Phoenix | AZ | 85033 | US |
| 1411 | Irving Mall | 3880 IRVING MALL | Irving | TX | 75062 | US |
| 1413 | Superstition Springs Center | 6555 E SOUTHERN AVE | Mesa | AZ | 85206 | US |
| 1418 | Colorado Mills | 14500 W COLFAX AVE. | Lakewood | CO | 80401 | US |
| 1421 | Steinway Street | 31-53 STEINWAY STREET | Astoria | NY | 11103 | US |
| 1427 | Triangle Town Center | 5959 TRIANGLE TOWN BLVD | Raleigh | NC | 27616 | US |
| 1429 | Sugarloaf Mills | 5900 SUGARLOAF PARKWAY | Lawrenceville | GA | 30043 | US |
| 1430 | Riverchase Galleria | 2000 RIVERCHASE GALLERIA | Birmingham | AL | 35244 | US |
| 1434 | Coronado Center | 6600 MENAUL BLVD NE | Albuquerque | NM | 87110 | US |
| 1436 | Pecanland Mall | 4700 MILLHAVEN RD | Monroe | LA | 71203 | US |
| 1439 | The Shoppes at Eastchase | 7274 EASTCHASE PKWY | Montgomery | AL | 36117 | US |
| 1442 | Arizona Mills | 5000 ARIZONA MILLS CIRCLE | Tempe | AZ | 85282 | US |
| 1443 | Lighthouse Place Premium Outlets | 601 WABASH ST | Michigan City | IN | 46360 | US |
| 1447 | Shoppes at Bel Air | 3444 BEL AIR MALL | Mobile | AL | 36606 | US |
| 1449 | Montclair Place | 5060 N MONTCLAIR PLAZA LN | Montclair | CA | 91763 | US |
| 1450 | Peachtree Mall | 3131 MANCHESTER EXPY | Columbus | GA | 31909 | US |
| 1451 | Johnson Creek Premium Outlets | 575 WEST LINMAR LANE | Johnson Creek | WI | 53038 | US |
| 1452 | The Forum At Olympia Parkway | 8320 AGORA PKWY | Selma | TX | 78154 | US |
| 1453 | Rivertowne Commons | 6147 OXON HILL RD | Oxon Hill | MD | 20745 | US |
| 1454 | Meyerland Plaza Shopping Cnt | 565 MEYERLAND PLAZA | Houston | TX | 77096 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 1461 | Ontario Mills | 1 MILLS CIR | Ontario | CA | 91764 | US |
| 1464 | Cottonwood Mall | 10000 COORS BLVD | Albuquerque | NM | 87114 | US |
| 1466 | Valley View Mall | 4802 VALLEY VIEW BLVD NW | Roanoke | VA | 24012 | US |
| 1467 | Louis Joliet Mall | 3340 MALL LOOP DR | Joliet | IL | 60431 | US |
| 1472 | Pacific Avenue | 6423 PACIFIC AVENUE | Huntington Park | CA | 90255 | US |
| 1482 | The Shops at Montebello | 2134 MONTEBELLO TOWN CENT | Montebello | CA | 90640 | US |
| 1484 | South Park Mall | 2310 SW MILITARY DRIVE | San Antonio | TX | 78224 | US |
| 1496 | Cross County Center | 8000 MALL WALK | Yonkers | NY | 10704 | US |
| 1499 | Fashion Fair | 645 E SHAW AVE | Fresno | CA | 93710 | US |
| 1601 | Camarillo Premium Outlets | 950 CAMARILLO CENTER DRIVE | Camarillo | CA | 93010 | US |
| 1605 | Memorial City Mall | 303 MEMORIAL CITY WAY | Houston | TX | 77024 | US |
| 1608 | Atlantic Square | 2000 S ATLANTIC BLVD | Monterey Park | CA | 91754 | US |
| 1616 | Franklin Square Plaza | 175 FRANKLIN ST | Bloomfield | NJ | 7003 | US |
| 1623 | Friendly Shopping Center | 810 FRIENDLY CENTER ROAD | Greensboro | NC | 27408 | US |
| 1630 | Allen Premium Outlets | 820 W STACY RD | Allen | TX | 75013 | US |
| 1631 | Capital City | 3506 CAPITAL CITY MALL DR | Camp Hill | PA | 17011 | US |
| 1634 | Park Place | 5870 E BROADWAY BLVD | Tucson | AZ | 85711 | US |
| 1638 | Gulfport Premium Outlets | 10000 FACTORY SHOP BLVD | Gulfport | MS | 39503 | US |
| 1639 | Grove City Premium Outlets | 1911 LEESBURG GROVE CITY R | Grove City | PA | 16127 | US |
| 1643 | Citrus Park Town Center | 8021 CITRUS PARK TOWN | Tampa | FL | 33625 | US |
| 1650 | Barton Creek Square | 2901 S CAPITAL OF TEXAS HWY | Austin | TX | 78746 | US |
| 1653 | The Mall Of Victor Valley | 14400 BEAR VALLEY ROAD | Victorville | CA | 92392 | US |
| 1654 | Melbourne Square | 1700 W NEW HAVEN AVE | Melbourne | FL | 32904 | US |
| 1704 | Coastal Grand Mall | 2000 COASTAL GRAND CIR | Myrtle Beach | SC | 29577 | US |
| 1709 | Chicago Premium Outlets | 1650 PREMIUM OUTLETS BLVD | Aurora | IL | 60502 | US |
| 1711 | South Plains Mall | 6002 SLIDE RD | Lubbock | TX | 79414 | US |
| 1712 | Stonewood Center | 423 STONEWOOD STREET | Downey | CA | 90241 | US |
| 1713 | The Mall at Greece Ridge | 271 GREECE RIDGE CENTER DF | Rochester | NY | 14626 | US |
| 1718 | North Georgia Premium Outlets | 800 GA-400 | Dawsonville | GA | 30534 | US |
| 1720 | Aurora Farms Premium Outlets | 549 S CHILLICOTHE RD | Aurora | OH | 44202 | US |
| 1723 | Ferry Street | 181 FERRY STREET | Newark | NJ | 7105 | US |
| 1727 | Silver Sands Premium Outlets | 10562 EMERALD COAST PKWY | Miramar Beach | FL | 32550 | US |
| 1732 | Magnolia Mall | 2701 DAVID H MCLEOD BLVD | Florence | SC | 29501 | US |
| 1733 | Finger Lakes Premium Outlets | 655 ROUTE 318 76 | Waterloo | NY | 13165 | US |
| 1734 | Ellenton Premium Outlets | 5233 FACTORY SHOPS BLVD | Ellenton | FL | 34222 | US |
| 1737 | Kingwood Commons | 756 KINGWOOD DRIVE | Kingwood | TX | 77339 | US |
| 1744 | Jordan Creek Town Center | 101 JORDAN CREEK PKWY | West Des Moines | IA | 50266 | US |
| 1745 | Gilroy Premium Outlets | 8300 ARROYO CIRCLE | Gilroy | CA | 95020 | US |
| 1750 | Orlando International Premium Outlets | 4951 INTERNATIONAL DR | Orlando | FL | 32819 | US |
| 1752 | Tanger Outlets Gonzales | 2100 TANGER BLVD | Gonzales | LA | 70737 | US |
| 1755 | Pocono Premium Outlets | 1000 PREMIUM OUTLETS DR | Tannersville | PA | 18372 | US |
| 1806 | Las Americas | 4459 CAMINO DE LA PLAZA | San Diego | CA | 92173 | US |
| 1815 | Louisiana Boardwalk | 315 BOARDWALK BLVD | Bossier City | LA | 71111 | US |
| 1819 | Indiana Premium Outlets | 11875 NE EXECUTIVE DRIVE | Edinburgh | IN | 46124 | US |
| 1820 | Town Center at Aurora | 14200 E ALAMEDA AVE | Aurora | CO | 80012 | US |
| 1823 | Northlake Mall | 6801 NORTHLAKE MALL DRIVE | Charlotte | NC | 28216 | US |
| 1826 | Imperial Valley Mall | 3451 S DOGWOOD AVE | El Centro | CA | 92243 | US |
| 1827 | Village at Sandhill | 481 TOWN CENTER PL | Columbia | SC | 29229 | US |
| 1835 | The Promenade Shops at Centerra | 5971 SKY POND DR | Loveland | CO | 80537 | US |
| 1839 | Parkdale Mall | 6155 EASTEX FWY | Beaumont | TX | 77706 | US |
| 1841 | Yuma Palms | 1490 SOUTH YUMA PALMS PKY | Yuma | AZ | 85364 | US |
| 1843 | Birch Run Premium Outlets | 12240 BEYER RD | Birch Run | MI | 48415 | US |
| 1844 | Calhoun Outlet Marketplace | 455 BELWOOD RD | Calhoun | GA | 30701 | US |
| 1846 | Williamsburg Premium Outlets | 5715 RICHMOND RD | Williamsburg | VA | 23188 | US |
| 1847 | Santa Fe Place Mall | 4250 CERRILLOS RD | Santa Fe | NM | 87507 | US |
| 1852 | Round Rock Premium Outlets | 4401 N INTERSTATE HWY 35 | Round Rock | TX | 78664 | US |
| 1854 | Logan Valley Mall | 5580 GOODS LN | Altoona | PA | 16602 | US |
| 1855 | Arnot Mall | 3300 CHAMBERS ROAD SOUTH | Horseheads | NY | 14845 | US |
| 1856 | Los Cerritos Center | 239 LOS CERRITOS CENTER | Cerritos | CA | 90703 | US |
| 1857 | Outlets at the Dells | 210 GASSER ROAD | Baraboo | WI | 53913 | US |
| 1860 | Vero Beach Outlet | 1683/1685 94TH DRIVE | Vero Beach | FL | 32966 | US |
| 1866 | The Woodlands Mall | 1201 LAKE WOODLANDS DR | The Woodlands | TX | 77380 | US |
| 1867 | Jacksonville Mall | 375 JACKSONVILLE MALL | Jacksonville | NC | 28546 | US |
| 1871 | The Shops at Rockvale | 35 S WILLOWDALE DR | Lancaster | PA | 17602 | US |
| 1872 | Wolfchase Galleria | 2760 N GERMANTOWN PKWY | Memphis | TN | 38133 | US |
| 1878 | Gaffney Outlet Marketplace | 1 FACTORY SHOPS BLVD | Gaffney | SC | 29341 | US |
| 1888 | Main Avenue | 698 MAIN AVENUE | Passaic | NJ | 7055 | US |
| 1898 | Alamance Crossing | 924 BOSTON DRIVE | Burlington | NC | 27215 | US |
| 1902 | Southaven Towne Center | 6565 TOWNE CENTER LOOP | Southaven | MS | 38671 | US |
| 1906 | Wiregrass Commons Mall | 900 COMMONS DR | Dothan | AL | 36303 | US |
| 1908 | The Shoppes @ Wyomissing | 780 WOODLAND ROAD | Wyomissing | PA | 19610 | US |
| 1913 | Valdosta Mall | 1700 NORMAN DRIVE | Valdosta | GA | 31601 | US |
| 1917 | Southland Mall | 20505 SOUTH DIXIE HIGHWAY | Miami | FL | 33189 | US |
| 1920 | Yorktown Center | 135 YORKTOWN SHOPPING CE | Lombard | IL | 60148 | US |
| 1926 | Inland Center | 500 INLAND CENTER DR | San Bernardino | CA | 92408 | US |
| 1927 | Broadway Square | 4601 S BROADWAY AVE | Tyler | TX | 75703 | US |
| 1928 | The Outlet Shoppes at El Paso | 7051 S DESERT BLVD | Canutillo | TX | 79835 | US |
| 1934 | The Parks At Arlington | 3811 SOUTH COOPER STREET | Arlington | TX | 76015 | US |
| 1939 | Outlets Ocean City | 12741 OCEAN GATEWAY | Ocean City | MD | 21842 | US |
| 1941 | Rio Grande Valley Premium Outlets | 5001 E EXPRESSWAY 83 | Mercedes | TX | 78570 | US |
| 1943 | Tanger Outlets Deer Park | 152 THE ARCHES CIR | Deer Park | NY | 11729 | US |
| 1949 | SouthBay Pavilion Mall | 20700 AVALON BLVD | Carson | CA | 90746 | US |
| 1951 | Gulfgate Center | 950 GULFGATE CENTER MALL | Houston | TX | 77087 | US |
| 1953 | Philadelphia Premium Outlets | 18 LIGHTCAP RD | Pottstown | PA | 19468 | US |
| 1958 | Victoria Mall | 7800 N NAVARRO ST | Victoria | TX | 77904 | US |
| 1963 | The Streets At Brentwood | 2545 SAND CREEK ROAD | Brentwood | CA | 94513 | US |
| 1969 | Flagler Park Plaza | 8219 W FLAGLER ST | Miami | FL | 33144 | US |
| 1970 | The Avenue at Murfreesboro | 2615 MEDICAL CENTER PKWY | Murfreesboro | TN | 37129 | US |
| 1976 | Moreno Valley Mall | 22500 TOWN CIRCLE SPACE 10 | Moreno Valley | CA | 92553 | US |
| 1983 | Outlets at Lake Elsinore | 17600 COLLIER AVE | Lake Elsinore | CA | 92530 | US |
| 1994 | Pearland Town Center | 11200 BROADWAY ST | Pearland | TX | 77584 | US |
| 2901 | Puerto Rico Premium Outlets | 1 PREMIUM OUTLETS BLVD | Barceloneta | PR | 617 | US |
| 2902 | Plaza Las Americas | 525 AV. FRANKLIN DELANO RO | San Juan | PR | 918 | US |
| 2907 | Mayaguez Mall | 975 AV. EUGENIO MARIA DE HO | Mayaguez | PR | 680 | US |
| 2911 | Trujillo Alto Plaza | PR-181 | Trujillo Alto | PR | 976 | US |
| 2916 | Shops at Caguas | 400 C. BETANCES | Caguas | PR | 727 | US |
| 2917 | Rexville Town Center | CARR 167 KM 17.6 | Bayamon | PR | 957 | US |
| 3001 | The Shops at Pickering City Centre | 1355 KINGSTON RD | Pickering | ON | L1V1B8 | CA |
| 3005 | CF Carrefour Laval | 3003 BOUL. LE CARREFOUR | Laval | QC | H7T1C8 | CA |
| 3006 | Galeries d'Anjou | 7999 BD DES GALERIES D'ANJO | Montreal | QC | H1M1W6 | CA |
| 3008 | New Sudbury Centre | 1349 LASALLE BLVD | Sudbury | ON | P3A1Z2 | CA |
| 3009 | Cataraqui Town Centre | 945 GARDINERS ROAD | Kingston | ON | K7M7H4 | CA |
| 3010 | Woodbine Mall | 500 REXDALE BLVD | Etobicoke | ON | M9W6K5 | CA |
| 3011 | Cambridge Centre | 355 HESPELER RD | Cambridge | ON | N1R6B3 | CA |
| 3012 | St. Laurent Shopping Centre | 1200 ST. LAURENT BLVD | Ottawa | ON | K1K3B8 | CA |
| 3013 | Les Galeries De La Capitale | 5401 BOUL DES GALERIES | Quebec | QC | G2K1N4 | CA |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 3016 | Devonshire Mall | 3100 HOWARD AVE | Windsor | ON | N8X3Y8 | CA |
| 3018 | Place Versailles | 7275 SHERBROOKE ST E | Montreal | QC | H1N1E9 | CA |
| 3019 | White Oaks Mall | 1105 WELLINTON RD | London | ON | N6E1V4 | CA |
| 3020 | Place D'Orleans | 110 PLACE D ORLEANS DR | Orleans | ON | K1C2L9 | CA |
| 3021 | Laurier Quebec | 2700 BD LAURIER | Quebec | QC | G1V2L8 | CA |
| 3023 | Carrefour Angrignon | 7077 NEWMAN BLVD | La Salle | QC | H8N1X1 | CA |
| 3026 | Heartland Town Center | 6075 MAVIS ROAD | Mississauga | ON | L5R4G6 | CA |
| 3102 | Carlingwood Shopping Centre | 2121 CARLING AVENUE | Ottawa | ON | K2A1H2 | CA |
| 3103 | Halifax Shopping Center | 7001 MUMFORD ROAD | Halifax | NS | B3L4N9 | CA |
| 3104 | Bramalea City Centre | 25 PEEL CENTRE DRIVE | Brampton | ON | L6T3R5 | CA |
| 3105 | St. Vital Centre | 1225 ST MARYS ROAD | Winnipeg | MB | R2M5E5 | CA |
| 3108 | Quinte Mall | 390 N FRONT ST | Belleville | ON | K8P3E1 | CA |
| 3109 | West Edmonton Mall | 8882 170TH STREET | Edmonton | AB | T5T4M2 | CA |
| 3114 | CF Chinook Centre | 6455 MACLEOD TRAIL | Calgary | AB | T2H0K9 | CA |
| 3204 | Vaughan Mills | 1 BASS PRO MILLS DR | Vaughan | ON | L4K5W4 | CA |
| 3208 | Cornwall Centre | 2101 11TH AVENUE | Regina | SK | S4P3Y6 | CA |
| 3209 | Midtown | 201 1st AVE S | Saskatoon | SK | S7K1J5 | CA |
| 3215 | Windsor Crossing Premium Outlet Mall | 1555 TALBOT RD | LaSalle | ON | N9H2N2 | CA |
| 3217 | Sunridge Mall | 2525 36 ST NE | Calgary | AB | T1Y5T4 | CA |
| 3219 | Coquitlam Centre | 2929 COQUITLAM CENTRE | Coquitlam | BC | V3B5R5 | CA |
| 3222 | CF Champlain | 477 PAUL ST | Dieppe | NB | E1A4X5 | CA |
| 3225 | Toronto Premium Outlets | 13850 STEELES AVE W | Halton Hills | ON | L7G 0J1 | CA |
| 3228 | South Edmonton Common | 1732 99 ST NW | Edmonton | AB | T6N1N5 | CA |
| 3229 | Quartier DIX30 | 9090 BOULEVARD LEDUC | Brossard | QC | J4Y0A5 | CA |
| 3230 | Scarborough Town Centre | 300 BOROUGH DR | Scarborough | ON | M1P4P5 | CA |
| 3234 | Intercity Shopping Centre | 1000 FORT WILLIAM RD | Thunder Bay | ON | P7B6B9 | CA |
| 3241 | Guildford Town Center | 10355 152ND STREET | Surrey | BC | V3R7C1 | CA |
| 3253 | CrossIron Mills | 261055 CROSSIRON BLVD | Rockyview | AB | T4A0G3 | CA |
| 3255 | Prairie Mall Shopping Centre | 11801 100 STREET | Grande Prairie | AB | T8V3Y2 | CA |
| 3256 | SmartCentres Eglinton East | 1900 EGLINTON AVE E | Scarborough | ON | M1L2L9 | CA |
| 3259 | Erin Mills Town Centre | 5100 ERIN MILLS PKWY | Mississauga | ON | L5M4Z5 | CA |
| 3260 | Lansdowne Place | 645 LANSDOWNE STREET W | Peterborough | ON | K9J7Y5 | CA |
| 3261 | Park Place Mall | 501 1 AVE S | Lethbridge | AB | T1J4L9 | CA |
| 3263 | Bower Place | 4900 MOLLY BANNISTER DRIV | Red Deer | AB | T4R1N9 | CA |
| 3271 | The Centre | 3510 8 ST E | Saskatoon | SK | S7H0W6 | CA |
| 3272 | Pine Centre Mall | 3055 MASSEY DR | Prince George | BC | V2N2S9 | CA |
| 3275 | Aberdeen Mall | 1320 TRANS-CANADA HWY | Kamloops | BC | V1S1J2 | CA |
| 3291 | Place Vertu | 3131 BLVD. COTE-VERTUE OUE | Saint-Laurent | QC | H4R1Y5 | CA |
| 3296 | Kildonan Place | 1555 REGENT AVE W | Winnipeg | MB | R2C4J2 | CA |
| 3298 | Shoppers Mall | 1570 18TH ST | Brandon | MB | R7A5C5 | CA |
| 3299 | Avalon Mall | 48 KENMOUNT RD | St. Johns | NL | A1B 1W3 | CA |
| 3321 | The Stockyards | 1980 ST. CLAIR AVENUE WEST | Toronto | ON | M6N 0A3 | CA |
| 3323 | Conestoga Mall | 550 KING ST N | Waterloo | ON | N2L 5W6 | CA |
| 3324 | Eastgate Square | 75 CENTENNIAL PKWY N | Hamilton | ON | L8E 2P2 | CA |
| 3333 | Tsawwassen Mills | 5000 CANOE PASS WAY | Tsawwassen | BC | V4M0B3 | CA |
| 3336 | Dixie Outlet Mall | 1250 S Service Road | Mississauga | ON | L5E 1V4 | CA |
| 3337 | Tanger Cookstown | 3311 County Road 89 | Cookstown | ON | L0L 1L0 | CA |
| 4005 | The Outlets at Orange | 20 CITY BLVD W | Orange | CA | 92868 | US |
| 4030 | Center City Mall | 301 MAIN ST | Paterson | NJ | 7505 | US |
| 4031 | Turtle Creek Crossing | 6143 US-98 | Hattiesburg | MS | 39402 | US |
| 4032 | OKC Outlets | 7625 W RENO AVE | Oklahoma City | OK | 73127 | US |
| 4042 | Baytown Village Shopping Ctr. | 4665 GARTH ROAD | Baytown | TX | 77521 | US |
| 4043 | Harlingen Corners | 2819 W. EXPRESSWAY | Harlingen | TX | 78550 | US |
| 4047 | Alexandria Mall | 3437 MASONIC DR | Alexandria | LA | 71301 | US |
| 4061 | Jersey Shore Premium Outlets | 1 PREMIUM OUTLET BLVD | Tinton Falls | NJ | 7753 | US |
| 4070 | Grand Prairie Premium Outlets | 2950 W INTERSTATE 20 | Grand Prairie | TX | 75052 | US |
| 4072 | The Shops at Palm Desert | 72-840 CA-111 | Palm Desert | CA | 92260 | US |
| 4073 | Chesterfield Towne Center | 11500 MIDLOTHIAN TURNPIKE | Richmond | VA | 23235 | US |
| 4074 | Cincinnati Premium Outlets | 400 PREMIUM OUTLETS DR | Monroe | OH | 45050 | US |
| 4077 | Mount Berry Mall | 2770 MARTHA BERRY HWY | Rome | GA | 30165 | US |
| 4078 | LaGrange Mall | 1501 LAFAYETTE PKWY | LaGrange | GA | 30241 | US |
| 4081 | Shoppes at Rio Grande Valley | 419 E TRENTON RD | Edinburg | TX | 78539 | US |
| 4083 | Woodburn Premium Outlets | 1001 N ARNEY RD | Woodburn | OR | 97071 | US |
| 4086 | Longview Towne Crossing | 3098 N EASTMAN RD | Longview | TX | 75605 | US |
| 4098 | Mesa Mall | 2424 US-6 | Grand Junction | CO | 81505 | US |
| 4105 | Dalton Mall | 816 WALNUT SQUARE BLVD | Dalton | GA | 30721 | US |
| 4106 | Mesilla Valley Mall | 700 S TELSHOR BLVD | Las Cruces | NM | 88011 | US |
| 4108 | Hillside Village | 305 FM1382 | Cedar Hill | TX | 75104 | US |
| 4109 | Statesboro Mall | 325 NORTHSIDE DR E | Statesboro | GA | 30458 | US |
| 4112 | El Paseo Marketplace | 1886 JOE BATTLE BLVD | El Paso | TX | 79936 | US |
| 4114 | Meridian Crossroads | 131 S FRONTAGE ST | Meridian | MS | 39301 | US |
| 4115 | Bay Plaza | 200 BAYCHESTER AVE | Bronx | NY | 10475 | US |
| 4117 | Valley Mall | 2529 MAIN STREET | Union Gap | WA | 98903 | US |
| 4125 | The Outlet Shops Of Grand River | 6200 GRAND RIVER BLVD E | Leeds | AL | 35094 | US |
| 4129 | Northline Commons | 4400 NORTH FWY | Houston | TX | 77022 | US |
| 4145 | Hitchcock Plaza | 427 FABIAN DR | Aiken | SC | 29803 | US |
| 4151 | Tanger Outlets Mebane | 4000 ARROWHEAD BOULEVARD | Mebane | NC | 27302 | US |
| 4158 | Alamo Ranch | 5419 W LOOP 1604 N | San Antonio | TX | 78253 | US |
| 4159 | Mall de las Aguilas | 455 S BIBB AVE | Eagle Pass | TX | 78852 | US |
| 4166 | Grand Teton Mall | 2300 E 17TH ST | Idaho Falls | ID | 83404 | US |
| 4176 | The Centre At Salisbury | 2300 N SALISBURY BLVD | Salisbury | MD | 21801 | US |
| 4177 | The Hub | 2918 THIRD AVENUE | Bronx | NY | 10455 | US |
| 4182 | Hammond Square | 401 PALACE DR | Hammond | LA | 70403 | US |
| 4183 | Yuba Sutter Mall | 1215 COLUSA AVENUE | Yuba City | CA | 95991 | US |
| 4184 | South Hill Mall | 3500 S MERIDIAN | Puyallup | WA | 98373 | US |
| 4186 | Salmon Run Mall | 21182 SALMON RUN LOOP W | Watertown | NY | 13601 | US |
| 4196 | Visalia Mall | 2031 SOUTH MOONEY BLVD | Visalia | CA | 93277 | US |
| 4198 | 23 Broad Street | 23 BROAD STREET | Elizabeth | NJ | 7201 | US |
| 4207 | Carolina Mall | 1480 CONCORD PKWY N | Concord | NC | 28025 | US |
| 4208 | Berkeley Commons | 1203 BERKELEY BLVD | Goldsboro | NC | 27534 | US |
| 4209 | Governor's Square | 2801 WILMA RUDOLF BLVD | Clarksville | TN | 37040 | US |
| 4210 | Centralia Factory Outlets | 1311 LUM ROAD | Centralia | WA | 98531 | US |
| 4211 | Hanford Mall | 1675 WEST LACEY BLVD | Hanford | CA | 93230 | US |
| 4213 | Music City Mall | 4201 E 42ND ST | Odessa | TX | 79762 | US |
| 4214 | La Gran Plaza de Fort Worth | 4200 SOUTH FWY | Fort Worth | TX | 76115 | US |
| 4216 | The Outlets at Lake George | 1444 STATE ROUTE 9 | Lake George | NY | 12845 | US |
| 4219 | Crossways Shopping Center | 1412 GREENBRIER PARKWAY | Chesapeake | VA | 23320 | US |
| 4220 | Manassas Mall | 8300 SUDLEY RD | Manassas | VA | 20109 | US |
| 4227 | Beachwood Place | 26300 CEDAR RD | Beachwood | OH | 44122 | US |
| 4229 | Carolina Premium Outlets | 1025 OUTLET CENTER DRIVE | Smithfield | NC | 27577 | US |
| 4230 | Jefferson Mall | 4801 OUTER LOOP | Louisville | KY | 40219 | US |
| 4231 | Plaza Mexico | 3170 E. IMPERIAL HIGHWAY | Lynwood | CA | 90262 | US |
| 4232 | Panorama Mall | 8401 VAN NUYS BLVD | Panorama City | CA | 91402 | US |
| 4238 | Torre Vista Shopping Center | 10325 LAKE JUNE ROAD | Dallas | TX | 75217 | US |
| 4251 | Pelham | 2184 WHITE PLAINS ROAD | Bronx | NY | 10462 | US |
| 4255 | The Shops at Wiregrass | 28211 PASEO DR | Wesley Chapel | FL | 33543 | US |

The Children's Place
Store List
Exhibit A

| Str | Name/Mall | Address | City | ST | Zip | US / CA |
|---|---|---|---|---|---|---|
| 4256 | Mystic Mall | 170 EVERETT AVE | Chelsea | MA | 2150 | US |
| 4258 | The Shoppes at River Crossing | 5080 RIVERSIDE DR | Macon | GA | 31210 | US |
| 4259 | Cypresswood Court | 19507 NORTH FREEWAY | Spring | TX | 77388 | US |
| 4263 | Outlets of Mississippi | 200 BASS PRO DRIVE | Pearl | MS | 39208 | US |
| 4264 | Tanger Outlets Houston | 5885 GULF FWY | Texas City | TX | 77591 | US |
| 4265 | Fountains on the Lake | 12520 FOUNTAIN LAKES CIR | Stafford | TX | 77477 | US |
| 4269 | Grand Central Mall | 100 GRAND CENTRAL MALL | Vienna | WV | 26105 | US |
| 4273 | Huntington Mall | 500 MALL ROAD & I-64 | Barboursville | WV | 25504 | US |
| 4287 | San Francisco Premium Outlets | 2774 LIVERMORE OUTLETS DR | Livermore | CA | 94551 | US |
| 4290 | Animas Valley Mall | 4601 E MAIN ST | Farmington | NM | 87402 | US |
| 4297 | Gateway Center 2 | 501 GATEWAY DRIVE | Brooklyn | NY | 11239 | US |
| 4299 | Merrimack Premium Outlets | 80 PREMIUM OUTLETS BOULEV | Merrimack | NH | 3054 | US |
| 4308 | The Outlet Shoppes at Atlanta | 915 RIDGEWALK PKWY | Woodstock | GA | 30188 | US |
| 4309 | Gran Plaza Outlets | 888 W 2ND ST | Calexico | CA | 92231 | US |
| 4310 | Outlets at Traverse Mountain | 3700 CABELA'S BLVD | Lehi | UT | 84048 | US |
| 4311 | The Shoppes at Webb Gin | 1350 SCENIC HWY S | Snellville | GA | )078-7907 | US |
| 4318 | Charter Oak Marketplace | 475 FLATBUSH AVE | Hartford | CT | 106-3601 | US |
| 4319 | Tanger Outlets Palm Beach | 1751 PALM BEACH LAKES BLVD | West Palm Beach | FL | 33401 | US |
| 4320 | Phoenix Premium Outlets | 4976 PREMIUM OUTLET WAY | Chandler | AZ | 85226 | US |
| 4324 | Crabtree Valley Mall | 4325 GLENWOOD AVE | Raleigh | NC | 27612 | US |
| 4330 | Tanger Outlets National Harbor | 6800 OXON HILL RD | National Harbor | MD | 20745 | US |
| 4331 | Blue Star Shopping Center | 1701 US-22 | Watchung | NJ | 7069-6512 | US |
| 4333 | Firewheel Town Center | 640 BEEBALM LANE | Garland | TX | 75040 | US |
| 4355 | Crossroads Mall | 2 CROSSROADS MALL | Mount Hope | WV | 25880 | US |
| 4362 | St. Louis Premium Outlets | 18521 OUTLET BOULEVARD | Chesterfield | MO | 63005 | US |
| 4363 | Southern Boulevard | 963 SOUTHERN BOULEVARD | Bronx | NY | 10459 | US |
| 4366 | Charlotte Premium Outlets | 5512 NEW FASHION WAY | Charlotte | NC | 28217 | US |
| 4368 | Parkway Place | 2801 S MEMORIAL PKWY | Huntsville | AL | 35801 | US |
| 4369 | Ohio Valley Mall | 67800 MALL RD | St Clairsville | OH | 43950 | US |
| 4381 | Outlets at Little Rock | 11201 BASS PRO PARKWAY | Little Rock | AR | 72210 | US |
| 4382 | Tanger Asheville | 800 BREVARD RD | Asheville | NC | 28806 | US |
| 4385 | Las Vegas South Premium Outlets | 7400 LAS VEGAS BLVD S | Las Vegas | NV | 89123 | US |
| 4388 | The Outlet Shoppes of the Bluegrass | 1155 BUCK CREEK RD | Simpsonville | KY | 40067 | US |
| 4394 | Springfield Town Center | 6500 SPRINGFIELD MALL | Springfield | VA | 22150 | US |
| 4402 | Jerome Avenue | 3451 JEROME AVENUE | Bronx | NY | 10467 | US |
| 4403 | The Outlet Shoppes at Laredo | 1600 WATER ST | Laredo | TX | 78040 | US |
| 4409 | Tanger Outlets Fort Worth | 15853 N FWY | Fort Worth | TX | 76177 | US |
| 4412 | Liberty Center | 7100 FOUNDRY ROW | Liberty Township | OH | 45069 | US |
| 4415 | Christiana Mall | 132 Christiana Mall | Newark | DE | 19702 | US |
| 4417 | Orlando Vineland Premium Outlets | 8200 VINELAND AVE | Orlando | FL | 32821 | US |
| 4440 | Valencia Town Center | 24201 VALENCIA BLVD | Valencia | CA | 91355 | US |
| 4444 | Mayfair | 2500 N MAYFAIR RD | Wauwatosa | WI | 53226 | US |
| 4450 | Outlets at Tejon | 5701 OUTLETS AT TEJON PKWY | Arvin | CA | 93203 | US |
| 4454 | Dolphin Mall | 11401 NW 12th Street | Miami | FL | 33172 | US |
| 4455 | Houston Premium Outlets | 29300 HEMPSTEAD RD | Cypress | TX | 77433 | US |
| 4464 | Woodfield Mall | 5 WOODFIELD MALL | Schaumburg | IL | 60173 | US |
| 4481 | Sunvalley Mall | 311 Sunvalley Mall | Concord | CA | 94520 | US |
| 4484 | Leesburg Premium Outlets | 241 Fort Evans Road NE | Leesburg | VA | 20176 | US |
| 4485 | The SoNo Collection | 100 N WATER ST | Norwalk | CT | 6854 | US |
| 4492 | Gloucester Premium Outlets | 100 PREMIUM OUTLET DR | Blackwood | NJ | 8012 | US |
| 4498 | Broward Mall | 8000 W BROWARD BLVD | Plantation | FL | 33388 | US |
| 4499 | Viewmont Mall | 100 Viewmont Mall | Scranton | PA | 18508 | US |
| 4501 | Tanger Atlantic City | 30 N. Michigan Avenue | Atlantic City | NJ | 8401 | US |
| 4502 | Tanger Charleston | 4840 Tanger Outlets Boulevard | North Charleston | SC | 29418 | US |
| 4503 | Tanger Rehoboth | 36470 Seaside Outlet Drive | Rehoboth Beach | DE | 19971 | US |
| 4504 | Tanger Riverhead | 504 Tanger Mall Drive | Riverhead | NY | 11901 | US |
| 4505 | Tanger San Marcos | 4015 Interstate 35 South | San Marcos | TX | 78666 | US |
| 4506 | Tanger Hilton Head | 1414 Fording Island Road | Bluffton | SC | 29910 | US |
| 4507 | Tanger Pittsburgh | 2200 Tanger Boulevard | Washington | PA | 15301 | US |
| 4508 | Tanger Foxwoods | 455 Trolley Line Boulevard | Mashantucket | CT | 6338 | US |
| 4509 | Outlet Collection Seattle | 1101 Outlet Collection Way SW | Auburn | WA | 98001 | US |
| 4510 | Outlets of Des Moines | 567 Bass Pro Drive | Altoona | IA | 50009 | US |
| 4511 | Twin Cities Premium Outlets | 3965 Eagan Outlets Parkway | Eagan | MN | 55121 | US |
| 4512 | Menlo Park Mall | 55 Parsonage Road | Edison | NJ | 8837 | US |
| 4513 | Pleasant Prairie Premium | 11211 120th Avenue | Pleasant Prairie | WI | 53158 | US |
| 4514 | Fashion Outlet Chicago | 5220 Fashion Outlets Way | Rosemont | IL | 60018 | US |
| 4515 | Tanger Kansas City @ Legends | 1843 Village West Parkway | Kansas City | KS | 66111 | US |
| 4516 | Tanger Outlets Locust Grove | 1000 Tanger Drive | Locust Grove | GA | 30248 | US |
| 4517 | Tanger Columbus | 400 S Wilson Road | Sunbury | OH | 43074 | US |
| 4518 | Florida Keys Outlet Marketplace | 250 E Palm Dr | Florida City | FL | 33034 | US |
| 4519 | Albertville Premium Outlets | 6415 Labeaux Avenue NE | Albertville | MN | 55301 | US |
| 4520 | Clarksburg Premium Outlets | 22705 Clarksburg Road | Clarksburg | MD | 20871 | US |
| 4521 | Denver Premium Outlets | 13801 Grant Street | Thornton | CO | 80023 | US |
| 4522 | Norfolk Premium Outlets | 1600 Premium Outlets Boulevard | Norfolk | VA | 23502 | US |
| 4523 | Pismo Beach Premium Outlets | 333 Five Cities Drive | Pismo Beach | CA | 93449 | US |
| 4524 | Queenstown Premium Outlets | 441 Outlet Center Drive | Queenstown | MD | 21658 | US |
| 4525 | Seattle Premium Outlets | 10600 Quil Ceda Blvd | Tulalip | WA | 98271 | US |
| 4526 | St. Augustine Premium Outlets | 2700 State Road 16 | St. Augustine | FL | 32092 | US |
| 4527 | Tampa Premium Outlets | 2224 Grand Cypress Drive | Lutz | FL | 33559 | US |
| 4528 | Tucson Premium Outlets | 6401 West Marana Center Blvd. | Tucson | AZ | 85742 | US |
| 4529 | Tulsa Premium Outlets | 801 East Outlet Drive | Jenks | OK | 74037 | US |
| 4530 | Vacaville Premium Outlets | 321 Nut Tree Road | Vacaville | CA | 95687 | US |
| 7001 | Garden State Plaza | One Garden State Plaza | Paramus | NJ | 7652 | US |
| 7002 | Desert Hills Premium | 48400 Seminole Drive | Cabazon | CA | 92230 | US |
| 7003 | Las Vegas Premium North | 785 South Grand Central Parkway | Las Vegas | NV | 89106 | US |
| 7004 | San Francisco Premium Outlets | 2660 Livermore Outlets Drive | Livermore | CA | 94551 | US |
| 7005 | Wrentham Village Premium Outlets | 1 Premium Outlets Boulevard | Wrentham | MA | 2093 | US |

**EXHIBIT B**

**Warehouses**

The Merchant-owned distribution center located at 1377 Airport Rd W, Fort Payne, Alabama 35968 (the "**Owned Distribution Center**");

The Radial distribution center located at 6100 Freemont Blvd, Mississauga, Ontario, L5R 3V7 Canada;

The temporary storage facilities operated internationally by Allport Cargo Services and/or DP World that hold Merchant inventory from time to time;

The Maersk warehouse located at Unit A7-A9, Lots D40 and D44, Tanjung Pelepas Free Zone, Port of Tanjung Pelepas, Gelang Patah, Johor, Malaysia; and

The warehouses located at:

- 85 North Street, Piedmont, AL 36272;
- 202 35th Street NE, Fort Payne, AL 35968;
- 204 35th Street NE, Fort Payne, AL 35968;
- 208 35th Street NE, Fort Payne, AL 35968; and
- 405 Beason Gap Rd, Fort Payne, AL 35967.

**EXHIBIT C**

Consultant Expense Budget

(separately attached)

EXHIBIT C
CONSULTANT EXPENSE BUDGET
FEB SALE TERMINATION

| | |
|---|---|
| ADVERTISING | $24,710,000 |
| SUPERVISION | 9,322,000 |
| MISC / LEGAL | 100,000 |
| TOTAL | **34,132,000** |

**EXHIBIT D-1**

US Sale Guidelines

(separately attached)

**EXHIBIT D-1**

**US SALE GUIDELINES**

The following procedures shall apply to the sales of Merchandise and FF&E at the Stores, Warehouses and corporate offices in the US.

1. The Sale will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.

2. The Sale will be conducted in accordance with applicable state and local "Blue Laws," and thus, where such a law is applicable, no Sale will be conducted on Sunday unless the Merchant has been operating such stores on Sundays.

3. On "shopping center" property, neither the Merchant nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any stores' premises, unless permitted by the applicable lease or if distribution is customary in the "shopping center" in which such store is located; *provided* that the Merchant and the Consultant may solicit customers in the stores themselves. On "shopping center" property, neither the Merchant nor the Consultant shall use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.

4. Subject to Section 14.1 of the Consulting Agreement, the Merchant and the Consultant shall have the right to use and sell the FF&E. The Merchant and the Consultant may advertise the sale of the FF&E in a manner consistent with these Sale Guidelines. The purchasers of any FF&E sold during the Sale shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided*, however, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of a Store in a shopping bag.

5. Subject to Section 2.6 of the Consulting Agreement, (a) the Merchant and the Consultant may, but are not required to, advertise the Sale as "store closing," "sale on everything/everything on sale," "everything must go," "going out of business," or similarly themed Sale and (b) the Merchant and the Consultant may also have a "countdown to closing" sign prominently displayed in a manner consistent with these Sale Guidelines.

6. Subject to Section 2.6 of the Consulting Agreement, the Merchant and the Consultant shall be permitted to utilize sign walkers, displays, hanging signs, and interior banners in connection with the Sale; *provided* that such sign walkers, displays, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Merchant nor the Consultant shall use neon or day-glo on their sign walkers, displays, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall stores and (b) enclosed mall stores to the extent

the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the storefront of the Store. In addition, the Merchant shall be permitted to utilize sign walkers in a safe and professional manner. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable lease agreement.

7. Neither the Merchant nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable lease. The hanging of in-Store signage shall not constitute an alteration to a Store.

8. Affected landlords will have the ability to negotiate with the Merchant, or at the Merchant's direction, the Consultant, modifications to the Sale Guidelines. The Merchant and the landlord of any Store are authorized to enter into agreements ("**Side Letters**") without further order of the Bankruptcy Court, *provided*, that Side Letters do not have a material adverse effect on the Merchant or their estates.

9. To the extent relevant, and as set forth in more detail in the Consulting Agreement, conspicuous signs will be posted in each of the affected stores to the effect that all Sale are "final."

10. The Merchant will keep store premises and surrounding areas clear and orderly, consistent with past practices.

11. An unexpired nonresidential real property lease will not be deemed rejected by reason of the Sale or the adoption of these Sale Guidelines.

12. The rights of landlords against the Merchant for any damages to a store shall be reserved in accordance with the provisions of the applicable lease.

13. If and to the extent that the landlord of any Store contends that the Merchant or the Consultant are in breach of or default under these Sale Guidelines, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

<u>If to the Merchant</u>:
The Children's Place, Inc
500 Plaza Drive
Secaucus, NJ 07094
Attention: John Szczepanski
E-mail Address: JSzczepanski@childrensplace.com

with copies to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Gregory Pesce, Amanda Parra Criste and Varoon Sachdev
E-mail Address: gregory.pesce@whitecase.com, aparracriste@whitecase.com, varoon.sachdev@whitecase.com

If to the Consultant:

GA Retail Solutions, LLC
30870 Russell Ranch Road, Suite 250
Westlake Village, California 91362
Attention: Joseph Malfitano
Email Address: jmalfitano@gagroup.com

and

SB360 Capital Partners, LLC
75 Second Avenue, Suite 570
Needham, Massachusetts 02494
Attention: Robert Raskin
Email Address: rraskin@sb360.com

and

Tiger Capital Group, LLC
60 State Street, Suite 1100
Boston, MA 02109
Attention: Mark P. Naughton
Email Address: MNaughton@tigergroup.com

If the Parties are unable to resolve the dispute, either the landlord or the Merchant shall have the right to schedule a hearing before the Bankruptcy Court on no less than five days' written notice to the other Party, served by email or overnight delivery.

**EXHIBIT D-2**

Canadian Sale Guidelines

(separately attached)

# EXHIBIT D-2

## CANADIAN SALE GUIDELINES

The following procedures (the "**Canadian Sale Guidelines**") shall apply to the sales (the "**Sales**") of any merchandise, inventory, furniture, fixtures and equipment at The Children's Place (Canada), LP retail store locations in Canada set forth in Exhibit A to the Consulting Agreement (as defined below), as may be amended from time to time in accordance with the Consulting Agreement (individually, a "**Store**" and collectively, the "**Stores**").

Terms capitalized but not defined in these Canadian Sale Guidelines have the respective meanings ascribed to them in the Debtors' motion for entry of the U.S. Store Closing Order (as defined herein).

1. Except as otherwise expressly set out herein, and subject to (i) any Interim Order and Final Order of the Bankruptcy Court made in cases commenced by the Debtors under the Bankruptcy Code authorizing, among other things, the Debtors to assume that certain Consulting Agreement dated as of November 3, 2026 (as amended from time to time, the "**Consulting Agreement**"), by and among The Children's Place, Inc. and certain of its subsidiaries, and The Children's Place (Canada), LP (collectively, and as applicable, the "**Merchant**") and Tiger Capital Group, LLC, SB360 Capital Partners, LLC, and GA Retail Solutions, LLC (collectively, the "**Consultant**") and the transactions contemplated thereunder, to the extent each is recognized and given full force and effect in Canada, subject to the terms of such Orders, pursuant to section 49 of the CCAA (collectively, the Interim Order and the Final Order, as applicable, the "**U.S. Store Closing Order**", and any such recognition proceedings under the CCAA, the "**Recognition Proceedings**"), (ii) any further Order of the Canadian Court or recognition of a further Order of the Bankruptcy Court by the Canadian Court, as applicable, or (iii) any subsequent written agreement or Side Letter between the Merchant and its applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by the Consultant, the Sales shall be conducted in accordance with the terms of the applicable leases or other occupancy agreements for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

2. The Sales shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the earlier of (i) the applicable Sale Termination Date (as defined below) and (ii) the effective time on which such Lease is rejected in accordance with any Assumption and Rejection Procedures Order of the Bankruptcy Court recognized by the Canadian Court (the "**Assumption and Rejection Procedures Order**") or otherwise terminated. The Sales at the Stores shall end on the applicable premises vacate date for each Store pursuant to the Consulting Agreement, which shall be no later than February 28, 2027 (which may be adjusted pursuant to the terms of the Consulting Agreement), (such date, or such other date as determined in accordance with any U.S. Store Closing Order or any Order of the Canadian Court in the Recognition Proceedings, the "**Sale Termination Date**"). Rent payable under the respective Leases shall be paid by the Merchant as required pursuant to chapter 11 of the Bankruptcy Code or, in respect of any individual Store, as may otherwise be agreed by the Merchant and the applicable Landlord.

3. The Sales shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Canadian Court in the Recognition Proceedings.

4. All display and hanging signs used by the Consultant in connection with the Sales shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, all advertising and signage (including interior and exterior signage, banners and sign walkers, and any signage relating to "store closing", "everything must go", "inventory blowout" or similarly themed sales) relating to the Sale (including through any e-commerce channel) shall not be used without Merchant's prior approval. Forthwith upon request from a Landlord, the Landlord's counsel, the Merchant or any information officer appointed in the Recognition Proceedings (the "**Information Officer**") or their respective counsel, or the Consultant or its counsel shall provide the proposed signage packages along with proposed dimensions by email to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Canadian Sale Guidelines and where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall (subject to Merchant's approval in advance); provided, however, that: (i) no signage in any other common areas of a mall shall be used unless explicitly permitted by the applicable Lease; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Canadian Court, which may be sought on an expedited basis on notice to the service list in the Recognition Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. Subject to Merchant's express prior written consent with respect to each applicable Store, the Consultant shall be entitled to include additional merchandise in the Sales; provided that each of the following is satisfied: (i) the additional merchandise is owned by the Debtors, is currently in the possession of, or in the control of, the Debtors (including in any distribution centre used by the Debtors), or is ordered by or on behalf of the Debtors from an existing supplier, including merchandise currently in transit to the Debtors (including to any distribution centre used by the Debtors) or a Store; and (ii) the additional merchandise is of the type and quality typically sold in the Stores and is consistent with any restriction on the usage of the Stores as set out in the applicable Leases.

6. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by Merchant and by the applicable Lease or if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sales or solicit customers, except as explicitly permitted by Merchant or permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on Landlord property or mall ring

roads, except as explicitly permitted under the applicable Lease or otherwise agreed to by such Landlord.

7. As used in these Canadian Sale Guidelines, the "**FF&E Removal Period**" shall mean the period between (i) the end of the Sales in the applicable Store, and (ii) the effective time of the rejection of the applicable Lease pursuant to the Assumption and Rejection Procedures Order; provided that the expiry of the FF&E Removal Period shall be no later than the Sale Termination Date. At the conclusion of the Sales and FF&E Removal Period, if any, in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sales, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sales. No permanent fixtures (other than FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the U.S. Store Closing Order or any Orders of the Canadian Court in the Recognition Proceedings. In addition to the foregoing, unless otherwise agreed with the applicable Landlord, any trade fixtures or personal property left in a Store after the conclusion of the Sales and the applicable FF&E Removal Period, if any, in respect of which the applicable Lease has been rejected by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.

8. Subject to the terms of paragraph 7 above, the Consultant may also sell existing furniture, fixtures and equipment owned by the Merchant and located in the Stores that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by Merchant with the consent of the Information Officer, if any, and agreed to by such third-parties; or (iii) fully owned by a third party if agreed to by such third-party and the Merchant with the consent of the Information Officer, if any, during the Sales and the FF&E Removal Period, if any (collectively, the "**FF&E**"). For greater certainty, FF&E does not include any fixtures and affixed equipment that comprise all or any portion of a Store's mechanical, electrical, plumbing, security, HVAC, fire suppression and fire alarm or sprinkler systems. The Merchant and the Consultant may advertise the sale of FF&E consistent with these Canadian Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any FF&E sold during the Sales and the FF&E Removal Period, if any, shall only be permitted to remove such FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if such FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the U.S. Store Closing Order and the Orders of the Canadian Court in the Recognition Proceedings. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E of Merchant by the Consultant or by third party purchasers of FF&E from the Consultant.

9. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Canadian Sale Guidelines, shall not constitute an alteration to a Store.

10. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and

with any other Landlord that so requests, a walk-through with the Consultant to identify FF&E subject to the Sales. The relevant Landlord shall be entitled upon request to have a representative present in the applicable Stores to observe such removal. If the relevant Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the applicable Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, in consultation with the Information Officer, if any, or by further Order of the Canadian Court upon motion by the Merchant on at least two days' notice to such Landlord and the Information Officer, if any. If the Merchant has rejected the Lease governing such Store in accordance with the Assumption and Rejection Procedures Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the Assumption and Rejection Procedures Order), and the rejection of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to FF&E in dispute.

11. If a notice of rejection is delivered pursuant to the Assumption and Rejection Procedures Order to a Landlord while the Sales are ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the rejection, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Information Officer, if any, and the Consultant at least twenty-four hours' prior written notice; and (ii) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.

12. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have the rights of access to the Stores during the Sales provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

13. The Merchant and the Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.

14. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sales. The initial contact persons for the Consultant shall be [●] and [●], Attn.: [●] ([●]) and [●] ([●]). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "status hearing" before the Canadian Court on no less than two days' written notice to the other party or parties and the Information Officer, if any, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Canadian Court; provided, however, subject to paragraph 4 of these Canadian Sale Guidelines, if a banner has been hung in accordance with these Canadian Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.

15. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any applicable Lease.

These Canadian Sale Guidelines may be amended on a Store-by-Store basis by written agreement among the Consultant, the Merchant and the applicable Landlord, in consultation with the Information Officer, if any; provided, however, that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Bankruptcy Court or Canadian Court approving such amended Canadian Sale Guidelines.

# TAB M

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

Joshua Foster

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

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**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**DEBTORS' MOTION FOR ENTRY OF ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion (this "Motion"):[2]

## Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing and approving procedures for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases (each a "Contract" and, collectively, the "Contracts"); and (b) granting related relief.

2. The Debtors also request authority, but not direction, to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in, leased premises that are subject to a rejected Contract as of the effective date of any proposed rejection.

## Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration.

in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363, 365, and 554 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6004, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 6004-1, 6007-1, and 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

**Background**

6. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

7. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases. No request for the

appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

**The Debtors' Executory Contracts and Unexpired Leases**

8. The Debtors are party to thousands of Contracts, which include agreements with vendors for the supply of goods and services and other contracts related to the Debtors' business, and leases with respect to real and personal property, many of which may be considered nonresidential real property leases subject to section 365(d)(4) of the Bankruptcy Code. During the pendency of these chapter 11 cases, the Debtors may, on a consensual or non-consensual basis, seek to assume, assume and assign, or reject the Contracts.

9. The Debtors are in the process of evaluating all of their Contracts to determine whether such Contracts should be (a) rejected as unfavorable to the Debtors or no longer beneficial for business operations, or (b) assumed or assumed and assigned, as they are favorable or otherwise valuable to the Debtors' estates, including those Contracts to be assumed as amended through consensual negotiations with the relevant counterparties. Absent the relief requested in this Motion, the Debtors would be required to file separate motions to reject or assume individual Contracts, resulting in substantial costs to, and administrative burdens on, the Debtors' estates—not to mention the attendant burden on the Court's docket. To that end, and for the reasons discussed further herein, the Debtors hereby request approval of the assumption and rejection procedures contemplated hereby to minimize such costs and burdens.

**The Proposed Rejection Procedures**

10. The Debtors seek entry of the Order authorizing and approving the following procedures with respect to rejection of the Contracts (the "Rejection Procedures"):

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form attached to the Order as Exhibit 1 (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of

the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty"); (iii) the proposed effective date of the rejection for each such Contract (each a "Rejection Date"); (iv) if any such Contract is a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and, if practicable, an estimate of the book value of such property; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of Contracts listed on the Rejection Notice shall be limited to no more than 100, and the Rejection Counterparties shall be listed in alphabetical order.

b. ***Service of the Rejection Notice***. No later than two (2) business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Rejection Notice to be served (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and their counsel, if known) and all parties who may have any interest in any Abandoned Property (if known), and (ii) by first class mail, email, or fax upon: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Service Parties"). The Debtors will cause any Rejection Notice served on a Rejection Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than seven days after the date the Debtors serve the applicable Rejection Notice (the "Rejection Objection Deadline"): (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev

[3] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

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

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided*, *further*, that the Rejection Date for a rejection of a lease of nonresidential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

e. ***Unresolved Timely Objections***. If an objection to the rejection of any

Contract(s) listed in the applicable Rejection Notice is timely filed and properly served as specified above and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than five days' notice to the applicable Rejection Counterparty to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of (i) the applicable Rejection Date set forth in the Rejection Notice, (ii) such other date as the Debtors and the applicable Rejection Counterparty agree, or (iii) such other date as the Court may so order.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not setoff, recoup, or otherwise use such monies without further order of the Court, unless the Debtors and the applicable Rejection Counterparty to such Contract(s) otherwise agree.

g. ***Abandoned Property***. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. If the Debtors decide to abandon any personal property, the Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

h. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed in accordance with the Plan on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty (30) days after the later of (A) if no objection is timely filed, the Rejection Objection Deadline, and (B) if an objection is timely filed, the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

i. ***Removal from the Rejection Notice***. The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date.

**The Proposed Assumption Procedures**

11. The Debtors seek entry of the Order authorizing and approving the following assumption procedures with respect to assumption of the Contracts (the "Assumption Procedures" and together with the Rejection Procedures, collectively, the "Contract Procedures"):

a. ***Assumption Notice***. The Debtors shall file a notice substantially in the form attached to the Order as Exhibit 2 (the "Assumption Notice") indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the names and addresses of the counterparties to such Contract(s) (each an "Assumption Counterparty"); (iii) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (iv) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (v) the proposed cure amount, if any, for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of Contracts listed on the Assumption Notice shall be limited to no more than 100, and the Assumption Counterparties shall be listed in alphabetical order.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. No later than two (2) business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Assumption Notice to be served (i) by overnight delivery service upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and their counsel, if known) and (ii) by first class mail, email, or fax upon the Service Parties.[4] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known, by electronic mail). The Debtors will cause any Assumption Notice served on a Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

[4] The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty's written request to the Debtors' proposed counsel.

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[5] so that such objection is filed with the Court and ***actually received*** by the Objection Service Parties no later than seven days after the date the Debtors serve the relevant Assumption Notice (the "Assumption Objection Deadline").

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the Assumption Counterparties agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.

e. ***Unresolved Timely Objections***. If an objection to the assumption or assumption and assignment of any Contract(s) is timely filed and properly served as specified above and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than five (5) days' notice to the applicable Assumption Counterparty to consider the objection for the Contract(s) to which such objection relates. The Debtors may adjourn the hearing to a later date from time to time upon filing an amended notice of hearing. If such objection is overruled or withdrawn, such Contract(s) shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

12. In addition, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors request that the assignment of any Contract pursuant to the Assumption Procedures: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations,

[5] An objection to the assumption of any particular Contract listed on the Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)); and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the applicable Assignee with all rights, titles, and interests to the applicable Contract(s). For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.[6]

[6] Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve the right to argue that such clauses are unenforceable as anti-assignment or *ipso facto* clauses under section 365 of the Bankruptcy Code.

## Basis for Relief

### I. The Contract Procedures Are in the Best Interests of the Debtors' Estates.

13. Given the large number of Contracts to which the Debtors are a party, establishing the Contract Procedures will streamline the administration of these chapter 11 cases and enhance the efficiency of the reorganization process by eliminating substantial legal expenses that would otherwise be incurred if multiple hearings were held on separate motions with respect to every Contract that the Debtors seek to assume or reject. The Contract Procedures are reasonable and fair to Contract counterparties because they afford parties in interest the opportunity to be heard with respect to the rejection, assumption, or assumption and assignment of the Contracts (and any amendments to Contracts or abandonment of property related thereto).

14. Courts in this circuit often enter orders approving similar relief as requested in this Motion. *See, e.g.*, *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (entering an order for procedures to reject executory contracts and unexpired leases); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Jan. 28, 2021) (same); *In re Alex and Ani*, *LLC*, No. 21-10918 (CTG) (Bankr. D. Del. July 16, 2021) (same); *In re Bluestem Brands*, *Inc.*, No. 20-10566 (MFW) (Bankr. D. Del. Apr. 13, 2020) (same).[7]

### II. Rejection, Assumption, Assignment, and Amendment of the Contracts Is an Exercise of the Debtors' Business Judgment.

15. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

of the debtor." 11 U.S.C. § 365(a). The ability to assume or reject executory contracts and unexpired leases is "vital to the basic purpose of a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization." *N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 528 (1984). The decision to assume or reject an executory contract or unexpired lease is a matter within the "business judgment" of the debtor. *See, e.g.*, *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996); *see also Nat'l Labor Relations Bd. v. Bildisco and Bildisco* (*In re Bildisco*), 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)). The business judgment standard mandates that a court approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishers*, 756 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986).

16. The Court may also authorize the Contract Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) codifies a bankruptcy court's inherent equitable powers, and allows the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Accordingly, a bankruptcy court's exercise of its authority under section 105(a) of the Bankruptcy Code is appropriately used to carry out one of the central policies underlying chapter 11—*i.e.*, to preserve value and maximize property available to satisfy the debtor's stakeholders.

17. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Further, the business judgment standard is satisfied when a debtor determines that assumption or rejection will benefit

the estate. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 123 (Bankr. D. Del. 2001) (noting that in a rejection motion determination, the focus of the court's analysis is on the benefit to the debtor's estate); *see also In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990) (discussing business judgment standard); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990) (discussing business judgment standard).

18. Further, as with the assumption or rejection of an executory contract or an unexpired lease under section 365, any amendment to an executory contract or unexpired lease that may be deemed outside the ordinary course of business is authorized under section 363 of the Bankruptcy Code when there is a "sound business purpose" that justifies such action. *See In re Borders Grp. Inc.*, 453 B.R. 477, 482 (Bankr. S.D.N.Y. 2011) ("In approving a transaction conducted pursuant to section 363(b)(1), courts consider whether the debtor exercised sound business judgment."); *see also Crystalin, LLC v. Selma Props. Inc.* (*In re Crystalin, LLC*), 293 B.R. 455, 463 (B.A.P. 8th Cir. 2003); *Comm. of Equity Sec. Holders v. Lionel Corp.* (*In re Lionel Corp.*), 722 F.2d 1063, 1070 (2d Cir. 1983); *see also In re Delaware and Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991) (noting that the Third Circuit has adopted the "sound business judgment" standard for transactions under section 363 of the Bankruptcy Code).

19. The Debtors have determined, in their sound business judgment, that the rejection, assumption, or assumption and assignment of Contracts (and any amendments thereto) in accordance with the Contract Procedures proposed herein is and will be in the best interest of the Debtors' estates. Further, the Contract Procedures will avoid substantial legal expense and the use of Court time that would result if a motion were filed and a hearing held for every motion seeking the rejection, assumption, or assumption and assignment of Contracts. The information provided on the Rejection Notices and Assumption Notices will provide the Court and interested parties

with sufficient information to establish that the Debtors are entitled to make such a rejection, assumption, or assumption and assignment (and any amendments thereto) in their sound business judgment. Accordingly, the Debtors respectfully request that the Court approve the Contract Procedures.

**III. The Debtors Should Be Permitted to Assign Contracts Free and Clear of Interests.**

20. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in such property if: (a) applicable nonbankruptcy law permits a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. 11 U.S.C. § 363(f).

21. Executory contracts and unexpired leases are property of a debtor's estate. To the extent the Debtors assume and assign a Contract pursuant to the Assumption Procedures, such assignment is tantamount to a sale of estate property and may be transferred free and clear of the interests in such property held by an entity other than the estate, so long as one of the criteria under section 363(f) of the Bankruptcy Code is satisfied. The Debtors propose that if a party in interest fails to timely object to an assumption and assignment consistent with the Assumption Procedures, such party shall be deemed to "consent" to such assumption and assignment within the meaning of section 363(f)(2) of the Bankruptcy Code. If a party in interest timely objects to an assumption and assignment consistent with the Assumption Procedures, and such objection is not withdrawn or resolved, the Debtors shall request the Court set a hearing on the objection; if such objection is overruled or withdrawn, the Contract(s) in question shall be assumed. The requirements of section

363(f) of the Bankruptcy Code would thus be satisfied for any proposed "transfer" of a Contract free and clear of liens, claims, encumbrances, and other interests.

22. Courts have granted similar authority. *See, e.g.*, *In re Joann, Inc.*, No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025) (authorizing the assignment of contracts and leases free and clear of liens and claims); *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (same); *In re Specialty Retail Shops Holding Corp.*, No. 19-80064 (TLS) (Bankr. D. Neb. Jan. 17, 2019) (same).

**IV. Abandonment of Personal Property Is in the Best Interests of the Debtors' Estates.**

23. With respect to the Debtors' request for authority to abandon property, the Debtors submit that the standard set forth in section 554(a) of the Bankruptcy Code is satisfied. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, "property of the estate that . . . is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). Before authorizing abandonment of property, a bankruptcy court must find that either: (a) the property is burdensome to the estate; or (b) the property is both of inconsequential value and inconsequential benefit to the estate. *See, e.g.*, *Midlantic Nat'l Bank v. N.J. Dep't of Env't. Prot.*, 474 U.S. 494, 497 (1986); *In re Boogaard*, 89 B.R. 397, 397 (Bankr. D. Del. 1988); *In re Pilz Compact Disc, Inc.*, 229 B.R. 630, 635 (Bankr. E.D. Pa. 1999). The personal property proposed to be abandoned in connection with any future rejections of Contracts that are real property leases would primarily consist of fixtures, furniture, advertising displays, and other office and store equipment that could not be liquidated in the store closing sales and is (a) of minimal or no material value or benefit to the Debtors' estates and/or (b) burdensome insofar as the costs and expenses of removal and storage of such property are likely to exceed the net proceeds realizable from their sale.

## V. The Contract Procedures Satisfy Due Process.

24. The Contract counterparties will not be prejudiced by the Contract Procedures because, upon receipt of an Assumption Notice or a Rejection Notice, such counterparties will have received advance notice of the Debtors' intent to reject, assume, or assume and assign their respective Contract and of the effective date of such assumption or rejection. *See, e.g.*, *In re Thane Int'l, Inc.*, 586 B.R. 540, 548 (Bankr. D. Del. 2018) (finding that the requirements of the Bankruptcy Code are meant to protect the interests of the non-debtor parties to executory contracts, so they may avoid having to deal with an assumption of which they had no notice and which they had no opportunity to contest); *In re Mid Region Petrol. Inc.*, 111 B.R. 968, 970 (Bankr. N.D. Okla. 1990) (holding effective date of rejection of leases was the date the trustee gave notice to lessor of intent to reject), *aff'd*, 1 F.3d 1130 (10th Cir. 1993); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 535 (Bankr. D.N.J. 1988) (finding debtor may reject executory contract by clearly communicating intention to reject).

25. Additionally, in the case of unexpired leases of non-residential real property, the Debtors will likely vacate the premises before or upon serving the Rejection Notice, thereby allowing the counterparties to take possession of and relet the property promptly. *See, e.g.*, *Adelphia Bus. Sols., Inc. v. Abnos*, 482 F.3d 602, 608–09 (2d Cir. 2007) (holding that bankruptcy court did not abuse its discretion in finding balance of equities favored making rejection of a non-residential lease of real property retroactive to date tenant vacated premises, as tenant's action provided landlord with opportunity to relet premises); *In re New Valley Corp.*, No. 98-982, 2000 U.S. Dist. LEXIS 12663, at *44–46 (D.N.J. Aug. 31, 2000) (holding that bankruptcy court properly exercised its discretion in adjusting the effective date of rejection from the date the court signed the order authorizing rejection to the date on which the debtor vacated and the landlord

exercised control over the property); *In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that lease at issue should be deemed rejected as of the petition date due to equities of the case where debtor turned over keys and vacated premises and served motion to reject lease as soon as possible).

26. As a procedural matter, a "proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014." Bankruptcy Rule 6006(a). Bankruptcy Rule 9014 provides that: "[i]n a contested matter . . . , not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought." Bankruptcy Rule 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given *in light of the particular circumstances*. *See* 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" or a similar phrase to mean such notice and an opportunity for hearing "as [are] appropriate in the particular circumstances").

27. Under Bankruptcy Rule 6006(f), a debtor may join requests for authority to assume or reject multiple executory contracts or unexpired leases in one motion, subject to Bankruptcy Rule 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that motions to assume or reject multiple executory contracts or unexpired leases must satisfy. These requirements are procedural in nature. A motion to assume or reject multiple executory contracts or unexpired leases that are not between the same parties shall:

i. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;

ii. list parties alphabetically and identify the corresponding contract or lease;

iii. specify the terms, including the curing of defaults, for each requested assumption or assignment;

iv. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;

v. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and

vi. be limited to no more than 100 executory contracts or unexpired leases.

Bankruptcy Rule 6006(f).

28. The clear purpose of Bankruptcy Rule 6006(f), as amended, is to protect the due process rights of counterparties to the Contracts while conserving estate resources. Counterparties must be able to locate their Contracts and readily determine whether their Contracts are being assumed or rejected.

29. The Contract Procedures satisfy Bankruptcy Rule 6006(f), including the 100-contract or lease limit set forth in subsection (vi) thereof. Further, given the substantial number of Contracts the Debtors will be seeking to assume, assume and assign, or reject, obtaining Court approval of each assumption, assignment, or rejection would impose unnecessary administrative burdens on the Debtors and the Court and result in costs to the Debtors' estates that may decrease the economic benefits of rejection or assumption or assumption and assignment.

30. In accordance with Bankruptcy Rule 6007(a), the Debtors will provide the United States Trustee for the District of New Jersey and other parties in interest with the requisite notice and an opportunity to object to any proposed abandonment of property.

31. As a result, the Contract Procedures afford Contract counterparties and all other parties in interest their due process rights by providing notice and the opportunity to be heard. Moreover, Court oversight is maintained in the event of an objection. For the foregoing reasons,

the Contract Procedures should be approved, and the Debtors should be authorized to reject, assume, and assume and assign the Contracts consistent with the terms of such procedures.

32. In sum, the Contract Procedures will minimize costs to the Debtors' estates and reduce the burden on the Court's docket while protecting parties in interest by providing notice and the opportunity to object and obtain a hearing. The Debtors have determined that the Contract Procedures are an appropriate means to protect and maximize the value of the Debtors' estates.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

33. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

**Reservation of Rights**

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

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

**No Prior Request**

35. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

36. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the Canada Revenue Agency; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: November 9, 2026

*/s/ Michael D. Sirota*

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

**ORDER (I) AUTHORIZING AND APPROVING PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

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

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

Upon the Debtors' *Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing and approving procedures (as described in the Motion, the "Contract Procedures") for rejecting, assuming, or assuming and assigning executory contracts and unexpired leases and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon

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

all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

1. The Motion is GRANTED as set forth herein.

2. The following Rejection Procedures are approved in connection with rejecting Contracts:

a. ***Rejection Notice***. The Debtors shall file a notice substantially in the form attached to the Order as Exhibit 1 (the "Rejection Notice") indicating the Debtors' intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contract(s) (each a "Rejection Counterparty"); (iii) the proposed effective date of the rejection for each such Contract (each a "Rejection Date"); (iv) if any such Contract is a lease, the personal property to be abandoned (the "Abandoned Property"), if any, and, if practicable, an estimate of the book value of such property; and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of Contracts listed on the Rejection Notice shall be limited to no more than 100, and the Rejection Counterparties shall be listed in alphabetical order.

b. ***Service of the Rejection Notice***. No later than two business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Rejection Notice to be served (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and their counsel, if known) and all parties who may have any interest in any Abandoned Property (if known), and (ii) by first class mail, email, or fax upon: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) counsel to Crystal Financial LLC d/b/a SLR Credit

Solutions, as Prepetition Term Loan Agent; (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Service Parties"). The Debtors will cause any Rejection Notice served on a Rejection Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

c. ***Objection Procedures***. Parties objecting to a proposed rejection must file and serve a written objection[3] so that such objection is filed with the Court and is ***actually received*** by the following parties (collectively, the "Objection Service Parties") no later than seven days after the date the Debtors serve the applicable Rejection Notice (the "Rejection Objection Deadline"): (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark,

[3] An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee.

d. ***No Objection Timely Filed***. If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided* that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided*, *further*, that the Rejection Date for a rejection of a lease of nonresidential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

e. ***Unresolved Timely Objections***. If an objection to the rejection of any Contract(s) listed in the applicable Rejection Notice is timely filed and properly served as specified above and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than five days' notice to the applicable

Rejection Counterparty to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of (i) the applicable Rejection Date set forth in the Rejection Notice, (ii) such other date as the Debtors and the applicable Rejection Counterparty agree, or (iii) such other date as the Court may so order.

f. ***No Application of Security Deposits***. If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not setoff, recoup, or otherwise use such monies without further order of the Court, unless the Debtors and the applicable Rejection Counterparty to such Contract(s) otherwise agree.

g. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. If the Debtors decide to abandon any personal property, the Debtors shall generally describe the abandoned personal property in the Rejection Notice. Absent a timely objection, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

h. ***Proofs of Claim***. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the later of (A) if no objection is timely filed, the Rejection Objection Deadline, and (B) if an objection is timely filed, the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from

the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

3. ***Modification of Rejection Notice***. The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date. Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

4. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

a. ***Assumption Notice***. The Debtors shall file a notice substantially in the form attached to the Order as Exhibit 2 (the "Assumption Notice") indicating the Debtors' intent to assume or assume and assign a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed or assumed and assigned; (ii) the names and addresses of the counterparties to such Contract(s) (each an "Assumption Counterparty"); (iii) the identity of the proposed assignee of such Contracts (the "Assignee"), if applicable; (iv) the proposed effective date of the assumption for each such Contract (the "Assumption Date"); (v) the proposed cure amount, if any, for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of Contracts listed on the Assumption Notice shall be limited to no more than 100, and the Assumption Counterparties shall be listed in alphabetical order.

b. ***Service of the Assumption Notice and Evidence of Adequate Assurance***. No later than two business days after filing, or as soon as reasonably practicable thereafter, the Debtors will cause the Assumption Notice to be served (i) by overnight delivery service upon the Assumption Counterparties affected by the Assumption

Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and their counsel, if known) and (ii) by first class mail, email, or fax upon the Service Parties.[4] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery service upon the Contract counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and their counsel, if known, by electronic mail). The Debtors will cause any Assumption Notice served on a Counterparty with an address in the Province of Québec to be provided in both the English and French languages.

c. ***Objection Procedures***. Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection[5] so that such objection is filed with the Court and ***actually received*** by the Objection Service Parties no later than seven days after the date the Debtors serve the relevant Assumption Notice (the "Assumption Objection Deadline").

d. ***No Objection***. If no objection to the assumption or assumption and assignment of any Contract is timely filed, each Contract shall be assumed or assumed and assigned as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the Assumption Counterparties agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes; *provided* that the Assumption Date for a lease of nonresidential real property shall not occur earlier than the date the Debtors filed and served the applicable Assumption Notice.

e. ***Unresolved Timely Objections***. If an objection to the assumption or assumption and assignment of any Contract(s) is timely filed and

[4] The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty's written request to the Debtors' proposed counsel.

[5] An objection to the assumption of any particular Contract listed on the Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

properly served as specified above and not withdrawn or consensually resolved, the Debtors shall file a notice for a hearing to be held on not less than five days' notice to the applicable Assumption Counterparty to consider the objection for the Contract(s) to which such objection relates. The Debtors may adjourn the hearing to a later date from time to time upon filing an amended notice of hearing. If such objection is overruled or withdrawn, such Contract(s) shall be assumed or assumed and assigned as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

f. ***Modifications of Assumption Notice***. The Debtors reserve the right to remove any Contract from an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

5. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds of such assignment in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guarantees of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims, and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)); and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vest the

applicable Assignee with all rights, titles, and interests to the applicable Contract(s).[6] For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

6. Subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignee the applicable Contracts with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

7. The Debtors' right to assert that any provisions in the Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract to an Assignee are unenforceable anti-assignment or ipso facto clauses is fully reserved.

8. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable Assumption Date.

9. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

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[6] Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions.

10. Approval of the Contract Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract by separate motion.

11. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

12. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

13. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

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

17. This Court retains jurisdiction with respect to all matters arising from or related

to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Proposed Rejection Notice**

**WHITE & CASE LLP**
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1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
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- and -

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**NOTICE OF REJECTION OF**
**CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. [●]] (the "Procedures Order").

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this "Rejection Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the "Rejection Date") set forth on **Schedule 1**, or such other date to which the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than seven days after the date that the Debtors served this Notice: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and

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

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

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth on

**Schedule 1** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[3]

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described on **Schedule 1** shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so on or before the later of the deadline for filing proofs of claim established in these chapter 11 cases, if any, and thirty days after the later of (A) if no objection is timely filed, the Rejection Objection Deadline, and (B) if any objection is timely filed, the date that all such filed objections have either been overruled or withdrawn. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT

[3] An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: [●], 2026

*/s/ DRAFT*

**WHITE & CASE LLP**
Gregory F. Pesce (*pro hac vice* pending)
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- and -

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*Proposed Co-Counsel to Debtors and Debtors in Possession*

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dharris@coleschotz.com

*Proposed Co-Counsel to Debtors and Debtors in Possession*

## Schedule 1

### Rejected Contracts[1]

| Contract to Be Rejected | Rejection Counterparty | Description of Contract[2] | Abandoned Property | Rejection Date |
|---|---|---|---|---|
| | | | | |

[1] For the avoidance of doubt, the Contracts referenced herein include any ancillary documents, including guaranties or assignments thereof, and any amendments, modifications, subleases, or termination agreements related thereto.

[2] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

**Exhibit 2**

**Proposed Assumption Notice**

**WHITE & CASE LLP**
Gregory F. Pesce (*pro hac vice* pending)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
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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:<br><br>THE CHILDREN'S PLACE, INC., *et al*.,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-22682 (SLM)<br><br>(Joint Administration Requested) |

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

**NOTICE OF ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered an order on the motion (the "Motion")[2] of debtors and debtors in possession (the "Debtors") (i) authorizing and approving procedures to reject, assume, or assume and assign executory contracts and unexpired leases and (ii) granting related relief [Docket No. [●]] (the "Procedures Order").

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Procedures Order and by this written notice (this "Assumption Notice"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date (the "Assumption Date") set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,[3] thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance

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

[3] To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.

of future performance.[4]

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed assumption or assumption and assignment (including as to the cure amount) of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases and is ***actually received*** by the following parties no later than seven days after the date that the Debtors served this Notice: (i) proposed co-counsel to the Debtors, (a) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Andrew F. O'Neill (aoneill@whitecase.com), Amanda Parra Criste (aparracriste@whitecase.com), and Varoon Sachdev (varoon.sachdev@whitecase.com) and (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten (svanaalten@coleschotz.com), Justin R. Alberto (jalberto@coleschotz.com), and Daniel J. Harris (dharris@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Fran B. Steele (fran.b.steele@usdoj.gov) and Aiden Murphy (aiden.murphy@usdoj.gov); (iii) counsel to Wells Fargo Bank, National Association, as Prepetition ABL Agent, (a) Choate, Hall and Stewart LLP, Two International Place, Boston, Massachusetts, 02110, Attn: Kevin J. Simard (ksimard@choate.com) and Michael E. Comerford (mcomerford@choate.com) and (b) McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, Attn: Joseph Lubertazzi (jlubertazzi@McCarter.com) and Jeffrey Testa (jtesta@mccarter.com); (iv) counsel to Crystal

[4] The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent, (a) Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts, 02110, Attn: Sandra J. Vrejan (sandra.vrejan@morganlewis.com) and Christopher Carter (christopher.carter@morganlewis.com) and (b) McGrail & Bensinger LLP, 888-C Eighth Avenue, #107, New York, New York, 10019, Attn: Ilana Volkov (ivolkov@mcgrailbensinger.com); (v) counsel to Mithaq Capital SPC, as prepetition unsecured lender, Wollmuth Maher & Deutsch LLP, 500 5th Ave, New York, New York 10110, Attn: David Wollmuth (dwollmuth@wmd-law.com) and Paul DeFilippo (pdefilippo@wmd-law.com); and (vi) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the assumption or assumption and assignment of each Contract shall become effective on the applicable Assumption Date set forth on **Schedule 1** or such other date to which the Debtors and the counterparty or counterparties to such Contract agree.[5]

**PLEASE TAKE FURTHER NOTICE** that the proposed cure amount under the Contract is set forth on **Schedule 1**. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

**PLEASE TAKE FURTHER NOTICE** that if an objection to the assumption or assumption and assignment of any Contract is timely filed and not withdrawn or resolved, the

[5] An objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption and/or assignment of any other contract or lease listed in this Assumption Notice. Any objection to the assumption and/or assignment of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption and/or assignment is not timely or properly objected to, such assumption and/or assignment will be effective in accordance with this Assumption Notice and the Procedures Order.

Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be assumed or assumed and assigned as of the Assumption Date set forth on **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Dated: [●], 2026

*/s/ DRAFT*

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*Proposed Co-Counsel to Debtors and Debtors in Possession*

## Schedule 1

### Assumed Contracts

| Contract to Be Assumed | Assumption Counterparty | Proposed Assignee, If Any | Description of Contract[1] | Amendments to Contract | Cure Amount | Assumption Date |
|---|---|---|---|---|---|---|
| | | | | | | |

[1] The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

# TAB N

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

Joshua Foster

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

**WHITE & CASE LLP**
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) SETTING BAR DATES FOR SUBMITTING PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT UNDER SECTION 503(B)(9), (II) ESTABLISHING AN AMENDED SCHEDULES BAR DATE AND A REJECTION DAMAGES BAR DATE, (III) APPROVING THE FORM, MANNER, AND PROCEDURES FOR FILING PROOFS OF CLAIM, (IV) APPROVING NOTICE THEREOF, AND (V) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion (this "Motion"):[2]

## Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bar Date Order"), approving the following relief:

   a. setting Bar Dates (as defined herein) for creditors to submit Proofs of Claim (as defined herein), as summarized in the table below;

   b. approving the procedures described herein for submitting Proofs of Claim and the form of the Proof of Claim attached as **Exhibit 1** to the Bar Date Order (the "Proof of Claim Form");

   c. approving the form and manner of service of the notice of the Bar Dates, substantially in the form attached as **Exhibit 2** to the Bar Date Order (the "Bar Date Notice"), including the publication version of the Bar Date Notice, substantially in the form attached as **Exhibit 3** to the Bar Date Order, allowing for publication notice as described in this Motion; and

   d. granting related relief.

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

| BAR DATES | |
|---|---|
| **General Claims Bar Date**<br>(Applicable to 503(b)(9) Claims)[3] | Establishing **January 6, 2027, at 11:59 p.m., prevailing Eastern Time**, as the last date and time for each entity[4] to file proofs of claim based on prepetition claims, including requests for payment under section 503(b)(9) of the Bankruptcy Code (collectively, "Proofs of Claim") against any Debtor (the "General Claims Bar Date"). |
| **Governmental Bar Date** | Solely as to governmental units (as defined in section 101(27) of the Bankruptcy Code), establishing **May 7, 2027, at 11:59 p.m., prevailing Eastern Time**, as the last date and time for each such governmental unit to file Proofs of Claim asserting Claims ("Governmental Claims") against any Debtor that arose on or before the Petition Date (the "Governmental Bar Date"). |
| **Amended Schedules Bar Date** | In the event that the Debtors amend their Schedules (as defined herein), **establishing the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) days from the date on which the Debtors provide notice of the amendment to the Schedules, as the last date and time by which claimants holding claims affected by the amendment must file Proofs of Claim against any Debtor** (such later date, the "Amended Schedules Bar Date"). |
| **Rejection Damages Bar Date** | Solely as to claims arising from the Debtors' rejection of executory contracts and unexpired leases, **establishing the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease** as the last date and time by which claimants holding claims based upon such rejection must file Proofs of Claim against any Debtor, **unless otherwise ordered by the Court** (such later date, the "Rejection Damages Bar Date" and, together with the General Claims Bar Date, the Governmental Bar Date, the Amended Schedules Bar Date, as applicable, the "Bar Date" or "Bar Dates"). |

[3] "503(b)(9) Claims" are Claims for the value of goods received by the Debtors within twenty (20) days before the Petition Date, where such goods were sold to the Debtors in the ordinary course of such Debtors' businesses. See 11 U.S.C. § 503(b)(9).

[4] Except as otherwise defined herein, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein: (a) the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code; (b) the term "entity" (including individuals, partnerships, corporations, joint ventures, and trusts) has the meaning given to it in section 101(15) of the Bankruptcy Code; (c) the term "governmental unit" has the meaning given to it in section 101(27) of the Bankruptcy Code; and (d) the term "person" has the meaning given to it in section 101(41) of the Bankruptcy Code.

## Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 501, 502, 503, and 1111(a) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 3003, 5005, and 9008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 3003-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

## Background

5. Founded in 1969 and headquartered in Secaucus, New Jersey, the Debtors own and operate a specialty retailer of children's apparel, accessories, and footwear, operating under The Children's Place and Gymboree brands. The Debtors design and source products through third-party manufacturers and sell them at value prices for babies, toddlers, and children. The Debtors reach customers through two digital storefronts, retail stores in North America, and wholesale marketplaces, including Amazon, a key customer acquisition channel. Internationally, various franchise and wholesale partners distribute the Debtors' products in thirteen countries, generating product sales and royalty revenue for the Debtors.

6. On November 8, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

7. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the chapter 11 cases can be found in the First Day Declaration, which is incorporated herein by reference.

8. As described in the First Day Declaration, the Debtors are pursuing an expedited chapter 11 process that includes a potential transaction that would preserve the Debtors' business as a going concern. To help facilitate that process, the Debtors seek to establish the proposed deadlines, including the General Bar Date for filing proofs of claim, as discussed in further detail below.

**The Proposed Bar Dates**

9. Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which Proofs of Claim must be filed in a chapter 11 case pursuant to section 501 of the Bankruptcy Code. Moreover, Bankruptcy Rule 3003(c)(2) provides that any creditor who has a claim against the Debtors that arose prior to the Petition Date, and whose claim is not scheduled in the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") or whose claim is listed on the Schedules as disputed, contingent, or unliquidated, must file a Proof of Claim. Section 502(b)(9) of the Bankruptcy Code further provides that governmental units shall

have a minimum of 180 days after the entry of the order for relief to file Proofs of Claim. Contemporaneous with this Motion, the Debtors have filed the *Debtors' Motion Seeking Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs, and (II) Granting Related Relief*, requesting that the Court extend the deadline to file Schedules by nineteen (19) days, for a total of thirty-three (33) days from the Petition Date. The Debtors intend to file their Schedules by December 7, 2026.

10. The Debtors propose to allow creditors other than governmental units until **11:59 p.m., prevailing Eastern Time on January 6, 2027**, and governmental units until **11:59 p.m., prevailing Eastern Time on May 7, 2027,** to file Proofs of Claim. Accordingly, the Debtors anticipate that they will file their Schedules at least thirty (30) days before the Debtors' proposed General Claims Bar Date and at least 151 days before the proposed Governmental Bar Date. The proposed timeline will give all parties in interest adequate notice of the Bar Dates and an opportunity to respond.

**I. General Claims Bar Date.**

11. The Debtors request that the Court establish **11:59 p.m., prevailing Eastern Time on January 6, 2027**, as the General Claims Bar Date. The General Claims Bar Date would be the date and time by which all entities, other than governmental units holding prepetition claims, must file Proofs of Claim, including requests for payment under section 503(b)(9), so that such Proofs of Claim are actually received by Omni Agent Solutions, Inc. ("Omni" or the "Notice and Claims Agent") as of the General Claims Bar Date, unless such entity's claim falls within one of the exceptions set forth in this Motion. Subject to these exceptions, the General Claims Bar Date would apply to all claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including 503(b)(9) Claims, secured claims, unsecured priority claims, unsecured

non-priority claims, and rejection damage claims for executory contracts and unexpired leases that have already been rejected by order of the Court in these chapter 11 cases.

**II. Governmental Bar Date.**

12. Section 502(b)(9) of the Bankruptcy Code provides, in relevant part, that "[a] claim of a governmental unit shall be timely filed if it is filed before 180 days after the date of the order for relief or such later time as the [Bankruptcy Rules] may provide." 11 U.S.C. § 502(b)(9). The Debtors request that the Court establish **11:59 p.m., prevailing Eastern Time on May 7, 2027**, as the Governmental Bar Date for all Governmental Claims. The Governmental Bar Date would apply to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party. All governmental units holding such claims against the Debtors would be required to file Proofs of Claim so that such Proofs of Claim are actually received by the Notice and Claims Agent by the Governmental Bar Date.

**III. Amended Schedules Bar Date.**

13. In the event that the Debtors amend their Schedules after December 7, 2026, in accordance with Bankruptcy Local Rule 1009-1, the Debtors request that the Court establish the Amended Schedules Bar Date as the deadline by which claimants holding Claims affected by the amendment must file Proofs of Claim with respect to such Claims so that such Proofs of Claim are actually received by the Notice and Claims Agent as of the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) **11:59 p.m. prevailing Eastern Time on the date that is thirty (30) calendar days** from the date on which the Debtors provide notice of the amendment to the Schedules.

**IV. Rejection Damages Bar Date.**

14. The Debtors also seek to require any person or entity that holds a Claim arising from the rejection of an executory contract or unexpired lease to submit a Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) **11:59 p.m., prevailing Eastern Time, on the date that is thirty calendar days** from the date of entry of such order, unless otherwise ordered by the Court. The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

**The Proposed Procedures for Submitting Proofs of Claim**

**I. Proposed Filing Procedures.**

**A. Parties and Forms.**

15. All holders of Claims shall file Proofs of Claim, using the Proof of Claim Form, by the General Claims Bar Date, **except** as set forth below:

a. All governmental units shall file Proofs of Claim by the Governmental Bar Date.

b. All holders of Rejection Claims shall file Proofs of Claim by the Rejection Damages Bar Date.

c. All holders of Claims affected by an amendment to the Schedules shall file Proofs of Claim by the Amended Schedules Bar Date.

16. In addition to the exceptions listed in the paragraph above, the Debtors propose that entities holding the following Claims be **exempt** from any requirement to file a Proof of Claim on account of the below claims before any Bar Date:

a. any Claim that has already been asserted in a Proof of Claim against the Debtors with the Notice and Claims Agent in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to

assert a Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any Claim that is listed on the Schedules filed by the Debtors, provided that (i) the Claim is ***not*** scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

c. any Claim that has previously been allowed by order of this Court;

d. any Claim that has already been paid in full by any of the Debtors;

e. any Claim for which a different deadline has previously been fixed by this Court;

f. any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of THE CHILDREN'S PLACE, INC.;

g. any person or entity that holds an equity interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, or rights of purchase, or who sell or subscribe to such a security or interest; *provided* that any holder of an equity interest in the Debtors who wishes to assert a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to such equity interest or the purchase or sale of such equity interest), must file a Proof of Claim on or before the applicable Bar Date;

h. any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; *provided, however*, that any current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

i. any Professional Compensation Claim;[5]

[5] "*Professional Compensation Claims*" means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional (as defined below) through and including the Effective Date, to the extent such fees and expenses have not been paid pursuant to any other order of the Court and regardless of whether a fee application has been filed for such fees and expenses. To the extent the Court denies or reduces by a final order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

j. any Claim held by a current officer or director for indemnification, contribution, or reimbursement;

k. as provided in any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a ("Financing Order"), the financing parties thereunder, on account of any claims arising under or in connection with the Financing Order documentation or the ABL Credit Facility or SLR Term Loan, it being understood that no Bar Date shall apply to such claims, such parties shall not be required to file requests for allowance of administrative expenses on account of such claims, and each of the Prepetition ABL Agent and the Prepetition Term Loan Agent may file proofs of claim, including aggregate or master proofs of claim, as and to the extent provided in any Financing Order; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

17. The Debtors have prepared and now seek approval of the Proof of Claim Form attached as **Exhibit 1** to the Bar Date Order, which, although based on Official Form 410, is modified to allow creditors to request payment for claims under section 503(b)(9) of the Bankruptcy Code.

18. So long as a creditor otherwise complies in all respects with the Bar Date Order, the creditor can submit a Proof of Claim in hard copy or through the Debtors' case website established by the Notice and Claims Agent, at https://omniagentsolutions.com/TCP.

## II. Proposed Preparation and Filing Instructions.

19. The Debtors request that the Court require all Proofs of Claim submitted in these chapter 11 cases be consistent with the following:

a. ***Contents***. Each Proof of Claim must: (i) be written in English; (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim

"*Professional*" means an entity: (a) retained in these chapter 11 cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred before or on the confirmation date, pursuant to sections 327, 328, 329, 330, 363, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

submitted in French through the Notice and Claims Agent) (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim Form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claim***. In addition to the requirements set forth above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims;

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entity***. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists;

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a Claim against only one Debtor and clearly indicate the Debtor against which the Claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such Claim may be treated as if filed only against THE CHILDREN'S PLACE, INC.; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of

such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

**PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.**

**PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

## III. Consequences of Failing to Timely Submit a Proof of Claim.

20. In accordance with Bankruptcy Rule 3003(c)(2), the Debtors propose that any person or entity that is required, but fails, to submit a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date will be forever barred, estopped, and enjoined from asserting such Claim—including any such Claim asserting administrative expense status under section 503(b)(9) of the Bankruptcy Code—against the Debtors (or submitting a Proof of Claim with respect to that Claim), and the Debtors and their property, will be forever discharged from any and all indebtedness or liability with respect to or arising from that Claim. Moreover, such creditor will be prohibited from (a) voting on any chapter 11 plan filed in these chapter 11 cases on account of such Claim, (b) participating in any distribution in these chapter 11 cases on account of such Claim, and (c) receiving further notices regarding such Claim. Such person or entity shall not be treated as a creditor with respect to such Claim for any purpose in these chapter 11 cases.

**The Bar Date Notice**

21. Among other things, the Bar Date Notice: (a) identifies the Bar Dates; (b) includes detailed procedures for submitting a timely and accurate Proof of Claim; (c) lists the parties who are not required to submit a Proof of Claim; (d) describes the consequences of failing to submit a

Proof of Claim in accordance with the Bar Date Order; and (e) provides creditors with the name and telephone number of the Notice and Claims Agent, where questions may be addressed and from whom additional information may be obtained.

22. With the assistance of the Notice and Claims Agent, by no later than five (5) business days after entry of the Bar Date Order, the Debtors will serve the Bar Date Notice and a Proof of Claim Form by email from the Notice and Claims Agent as applicable and/or first-class mail on:

a. the United States Trustee;

b. all persons or entities that have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Bar Date Order);

c. all known creditors and other known holders of potential Claims against the Debtors as of the date of entry of the Bar Date Order, including all persons or entities listed in the Schedules for which the Debtors have mailing addresses or email addresses;

d. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Bar Date Order;

e. all known equity and interest holders of the Debtors as of the date of entry of the Bar Date Order;

f. all entities who are party to executory contracts and unexpired leases with the Debtors;

g. all entities who are party to litigation with the Debtors;

h. all current and certain former employees (to the extent that contact information for former employees is available in the Debtors' records);

i. the Internal Revenue Service, the United States Attorney's Office for the District of New Jersey, the Securities and Exchange Commission and any other governmental units applicable to the Debtors' business, including those in Canada and all taxing authorities for the jurisdictions in which the Debtors maintain or conduct business; and

j. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, taxing, and permitting authorities.

23. The Debtors also intend to provide notice of the Bar Dates by publication to help ensure that all potential claimants receive adequate notice of the Bar Dates. Specifically, the Debtors propose to publish the Bar Date Notice, modified for publication substantially in the form attached as **Exhibit 3** to the Bar Date Order (the "Publication Notice"), on one occasion in a national publication in the United States, and in Canada (in English and, to the extent reasonably practicable, in French), and any such other publication that the Debtors deem appropriate.

24. The Debtors, to the extent reasonably practicable, will cause the Bar Date Notice, the Publication Notice and the Proof of Claim Form to be translated into French for all known creditors with an address in the Province of Québec. Further, the Debtors, to the extent reasonably practicable, shall post the Proof of Claim Form and the Bar Date Notice in both the English and French languages on the Debtors' case website established by the Notice and Claims Agent at https://omniagentsolutions.com/TCP.

## Basis for Relief

### I. Authority to Approve the Bar Dates and the Procedures for Filing Proofs of Claim.

25. Generally, claimants must submit a Proof of Claim to assert a Claim in a bankruptcy proceeding. *See* 11 U.S.C. § 501(a). Bankruptcy Rule 3003(c)(3) typically governs the submission of proofs of claim in a chapter 11 case and provides, in relevant part, that "[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed." It is well recognized that a claims bar date plays an essential role in the twin goals of bankruptcy—preserving a debtor's going-concern value and maximizing property available to satisfy creditors. *See Bank of Am. Nat'l Trust and Sav. Assoc. v. 203 N LaSalle St. P'ship*, 526 U.S. 434, 453 (1999). Indeed, prolonged uncertainty regarding the aggregate liabilities of the bankruptcy estate could delay or derail the development of a sound restructuring plan process to the detriment of creditors and parties in interest. *See In re Waterman S.S. Corp.*, 59 B.R. 724, 726

(Bankr. S.D.N.Y. 1986) ("Absent the setting of a bar date, a Chapter 11 case could not be administered to a conclusion."). Further, the absence of such a deadline in contrast, would prolong claimholder uncertainty, increase the costs and expenses incurred by the Debtors in connection with the claims reconciliation process, and delay or even derail the claims process, thus undercutting one of the principal purposes of bankruptcy law — "secur[ing] within a limited period the prompt and effectual administration and settlement of the debtor's estate." *Chemetron Corp. v. Jones*, 72 F.3d 341, 346 (3d Cir. 1995); *see also Ellis v. Westinghouse Elec. Co., LLC*, 11 F. 4th 221, 232 (3d Cir. 2021) (stating that a bar date "not only allows the trustee or debtor-in-possession to estimate the debtor's potential liabilities, it is also essential in formulating a viable reorganization plan. Without a final claims deadline, participants in the reorganization process would be hindered by undue caution in their negotiations and in voting on the plan.").

26. Local Rule 3003-1 provides that: (i) a "creditor (other than a governmental unit) or equity security holder subject to Bankruptcy Rule 3003(c)(2) must file a proof of Claim . . . not later than 70 days after the date of the order for relief;" (ii) that a "governmental unit subject to Bankruptcy Rule 3003(c)(2) must file a proof of claim not later than 180 days after the date of the order for relief;" and (iii) that a "proof of claim arising from the rejection of an executory contract or unexpired lease must be filed by the later of (1) thirty (30) days after rejection; or (2) seventy (70) days after the date of the order for relief." *See* D.N.J. LBR 3003-1.

27. To ensure that the Debtors are able to confirm and consummate a chapter 11 plan, the Debtors will require accurate information regarding the nature, validity, amount, and status of all Claims that will be asserted against their estates in these chapter 11 cases. Given the sheer number of potential claimants in these chapter 11 cases, it is important that the Debtors begin the Claims analysis and reconciliation process as soon as possible pursuant to clear procedures

designed to both limit confusion on the part of creditors and facilitate an efficient process that conserves estate resources. Fixing the Bar Dates as set forth herein will help the Debtors accomplish the foregoing objectives.

28. Recognizing the importance of setting deadlines for submitting claims against a debtor, courts in this and other jurisdictions routinely approve relief similar to that requested in this Motion. *See, e.g.*, *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (establishing deadlines by which certain holders of claims were required to file proofs of claims); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-14853 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023); (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same); *In re Alliant Techs. L.L.C.*, No. 21-19748 (JKS) (Bankr. D.N.J. Apr. 6, 2022) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Mar. 31, 2021) (same); *In re Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D.N.J. Aug. 13, 2020) (same).[6]

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

29. Further, the Debtors submit that the adjustments to the Proof of Claim Form set forth herein are justified and warranted under the circumstances present here. Courts in this jurisdiction regularly adjust a proof of claim form with respect to fixing bar dates for submitting Claims under section 503(b)(9) of the Bankruptcy Code. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (permitting Debtors to utilize a modified proof of claim form); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. Mar. 18, 2024); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. Nov. 20, 2023); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Mar. 31, 2021); *In re Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D.N.J. Aug. 13, 2020).[7]

30. To ensure that the Debtors are able to confirm and consummate a chapter 11 plan, the Debtors will require accurate information regarding the nature, validity, amount, and status of all claims that will be asserted against their estates in these chapter 11 cases. It is important that the Debtors begin the claims analysis and reconciliation process as soon as possible pursuant to clear procedures designed to both limit confusion on the part of creditors and facilitate an efficient

[7] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

process that conserves estate resources. Fixing the Bar Dates as set forth herein will help the Debtors accomplish the foregoing objectives.

31. The Bar Dates herein comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; as such, they are appropriate and should be approved. The Debtors anticipate that their Schedules will be on file at least thirty (30) days before the General Claims Bar Date and at least one-hundred-fifty-one (151) days before the Governmental Bar Date. Further, the proposed timeline provides that the Rejection Damages Bar Date is the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) thirty (30) calendar days from the date of entry of such order, unless otherwise ordered by the Court. Accordingly, the Debtors request that the Court establish the Bar Dates set forth herein.

**II. The Procedures for Submitting Proofs of Claim Should Be Approved.**

32. The Debtors have worked to design procedures that: (a) provide creditors with ample notice and opportunity to submit Proofs of Claim; (b) provide a clear process for effecting the same; and (c) achieve administrative and judicial efficiency. Indeed, the procedures described above are calibrated to achieve the twin goals of providing comprehensive notice and clear instructions to creditors, on the one hand, and allowing these chapter 11 cases to move forward quickly with a minimum of administrative expense and delay, on the other hand.

33. Among other things, the procedures provide clear instructions for submitting Proofs of Claim that are calculated to avoid confusion or uncertainty among creditors that might lead them to submit unnecessary protective Proofs of Claim or multiple Proofs of Claim, which, in either event, would result in unnecessary expense and delay in the Claims reconciliation process for all parties affected thereby.

34. The Debtors propose that claimants be permitted to submit Proofs of Claim in person, by hand delivery, or via mail. Although Proofs of Claim submitted by fax or email will

not be accepted, the Debtors propose that Proofs of Claim be permitted to be submitted electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP. A similar electronic interface has been utilized in other large bankruptcy cases in this district. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (approving procedures for submission of proofs of claim through electronic interface); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same).[8]

35. These procedures will facilitate the claims process by establishing protocols for noticing and publishing the Bar Dates and providing claimants with clear instructions regarding the procedures and other requirements for submitting a Proof of Claim. Accordingly, these procedures should be approved.

[8] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

**III. The Proposed Notice and Service Satisfy Due Process Requirements.**

36. Bankruptcy Rule 2002(a)(7) requires that the Debtors provide claimants at least twenty-one (21) days' notice by mail of the time fixed for submitting proofs of claim pursuant to Bankruptcy Rule 3003(c). In addition, Bankruptcy Rule 2002(l) provides that the Court may order notice by publication if it finds that notice by mail is impractical or that it is desirable to supplement other notice. Bankruptcy Rule 9008 also provides that the Court shall determine the form and manner of publication notice, the newspapers used, and the frequency of publication.

37. In conjunction with setting deadlines to file Proofs of Claim, the Debtors must give appropriate notice to interested parties. The Debtors propose to mail and/or email the Bar Date Notice to their known creditors and, thus, must rely on publication to give notice to its unknown creditors. This procedure is consistent with applicable case law and practice in this district. *See, e.g.*, *In re SIMAD Holdings, Ltd.*, No. 26-16388 (CMG) (Bankr. D.N.J. July 16, 2026) (relying on publication to give notice to its unknown creditors); *In re FreshRealm, Inc.*, No. 26-14656 (MEH) (Bankr. D.N.J. June 18, 2026) (same); *In re Eddie Bauer LLC*, Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 16, 2026) (same); *In re STG Logistics, Inc.*, No. 26-10258 (MEH) (Bankr. D.N.J. Feb. 11, 2026) (same); *In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Sept. 25, 2025) (same); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Jun. 25, 2025); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (same); *In re Cyxtera Technologies, Inc.*, No. 23-13359 (JKS) (Bankr. D.N.J. July 20, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 31, 2023) (same); *In re David's Bridal, LLC*, No. 22-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 30, 2023) (same); *In re Celsius Network LLC*, No. 22-10964 (MG) (Bankr.

S.D.N.Y, Nov. 16, 2022) (same); *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) (Bankr. S.D.N.Y. Aug. 3, 2022) (same).[9]

38. To determine the adequacy of notice given to a creditor, bankruptcy law distinguishes between "known" and "unknown" creditors. *Chemetron*, 72 F.3d at 346. As the Third Circuit explained in *Chemetron*, "[k]nown creditors must be provided with actual written notice of a debtor's bankruptcy filing and bar claims date." *Id.* at 346 (citations omitted). A "known" creditor is one whose identity is either known or is "reasonably ascertainable by the debtor." *Id.* (citing *Tulsa Prof'l Collection Servs., Inc. v. Pope*, 485 U.S. 478, 490 (1988)). An "unknown" creditor is one whose "interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to knowledge [of the debtor]." *Id.* (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 317 (1950)).

39. Where a creditor is known to the debtor, due process requires that the debtor take reasonable steps, such as direct mailing, to provide actual notice of the deadline for submitting proofs of claim. *See, e.g.*, *In re Enron Corp.*, 2006 WL 898031, at *4 (Bankr. S.D.N.Y. Mar. 29, 2006) ("[D]ebtor must send actual notice of the bar date to any known creditor, while constructive notice is generally sufficient with an unknown creditor."); *Daewoo Int'l (Am.) Corp. Creditor Trust v. SSTS Am. Corp.*, 2003 WL 21355214, at *3 (S.D.N.Y. June 11, 2003) (same); *Pope*, 485 U.S. at 491 (holding that where creditor was known or "reasonably ascertainable," then due process only requires "notice by mail or other means as certain to ensure actual notice").

40. Where a creditor is unknown to the debtor, due process requires only that the debtor take reasonable steps, such as notice by publication, to provide constructive notice of the deadline for submitting proofs of claim. *See, e.g.*, *In re XO Commc'ns*, 301 B.R. 782, 793 (Bankr. S.D.N.Y.

[9] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

2003) (finding that if a creditor is unknown constructive notice is generally sufficient); *DePippo v. Kmart Corp.*, 335 B.R. 290, 296 (S.D.N.Y. 2005) ("It is well-settled that when a creditor is 'unknown' to the debtor, publication notice of the Claims bar date is adequate constructive notice sufficient to satisfy due process requirements . . . ."); *In re U.S.H. Corp. of New York*, 223 B.R. 654, 659 (Bankr. S.D.N.Y. 1998) (same). Furthermore, debtors are not required to publish notice in an excessive number of publications. *See In re Best Prods. Co., Inc.*, 140 B.R. 353, 358 (Bankr. S.D.N.Y. 1992) (finding it impracticable to expect a debtor to publish notice in every newspaper that an unknown creditor possibly may read).

41. The Debtors submit that the relief requested herein provides clear notice of the Bar Dates in satisfaction of the requirements of the Bankruptcy Rules and is consistent with the underlying policies of the Bankruptcy Code. Specifically, to the extent the General Bar Date is established as proposed, the Debtors intend to cause the Bar Date Notice to be served by email and/or first-class mail, as applicable, within five (5) business days of entry of the Bar Date Order. This will provide for at least fifty (50) days' notice of the General Claims Bar Date.

42. After the initial mailings of the Bar Date Notices and Proof of Claim Forms, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses;[10] (b) notices served by email are confirmed to be undeliverable; (c) certain parties acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to equity interest holders) decline to pass along notices to these parties and instead provide their names and addresses to the Debtors for direct mailing; and (d) additional potential claimants become known to the Debtors. In these and similar circumstances, the Debtors request that the Court permit them to make supplemental mailings of

[10] If notices are returned as "return to sender" without a forwarding address or bounceback (via email), the Debtors request that they should not be required to mail additional notices to such creditors.

the Bar Date Notices and Proof of Claim Forms at any time up to seven (7) days in advance of the applicable Bar Date, with any such mailings deemed timely and the applicable Bar Date being enforced against the relevant creditors, and such claimants shall submit their claims by the later of (i) the applicable Bar Date, or (ii) the date that is thirty (30) calendar days after such person or entity is re-served with the Bar Date Notice and Proof of Claim Form. The Debtors believe that these proposed supplemental mailings will help provide actual notice to known creditors wherever practicable, while at the same time preserving the integrity of the applicable Bar Date.

43. To provide creditors unknown to the Debtors with constructive notice of the Bar Dates herein, the Debtors propose to publish the Bar Date Notice, modified as necessary, in a national publication in the United States, and in Canada (in English and, to the extent reasonably practicable, in French), and any such other publication that the Debtors deem appropriate and disclose in their Affidavit of Service. The Debtors, to the extent reasonably practicable, will cause the Bar Date Notice, the Publication Notice and the Proof of Claim Form to be translated into French for all known creditors with an address in the Province of Québec.

44. In light of the foregoing, service and publication of the Bar Date Notice is reasonably designed to reach all interested parties in a cost-effective manner and satisfies the requirements of the relevant provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Accordingly, the Debtors request that the Court deem the form of Bar Date Notice and mailing and publication thereof good, adequate, and sufficient notice of the Bar Dates set forth herein.

**Reservation of Rights**

45. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be:

(a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

**No Prior Request**

46. No prior request for the relief sought in this Motion has been made to this or any other court.

**Notice**

47. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) counsel to Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the Canada Revenue Agency; and (j) any party that has requested notice

pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

**WHEREFORE**, the Debtors respectfully request that the Court enter the Bar Date Order, in substantially the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: November 9, 2026

*/s/ Michael D. Sirota*

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**Exhibit A**

**Proposed Bar Date Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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*Proposed Co-Counsel to the Debtors and*
*Debtors in Possession*

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

**ORDER (I) SETTING BAR DATES FOR SUBMITTING PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENT UNDER SECTION 503(B)(9), (II) ESTABLISHING AN AMENDED SCHEDULES BAR DATE AND A REJECTION DAMAGES BAR DATE, (III) APPROVING THE FORM, MANNER, AND PROCEDURES FOR FILING PROOFS OF CLAIM, (IV) APPROVING NOTICE THEREOF, AND (V) GRANTING RELATED RELIEF**

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

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

Upon the *Debtors' Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Bar Date Order") (a) setting Bar Dates for creditors to submit Proofs of Claim in these chapter 11 cases, (b) approving the procedures described herein for submitting Proofs of Claim in these chapter 11 cases and the form of Proof of Claim attached hereto as **Exhibit 1**, (c) approving the forms and manner of service of the notice of the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the "Bar Date Notice"), including the publication version of the Bar Date Notice, substantially in the form attached hereto as **Exhibit 3**, and allowing for publication notice as described in the Motion, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and

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

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

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

2. Except as otherwise provided herein, all persons and entities including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts, that assert a Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose before the Petition Date, including Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim"), shall submit a written proof of such Claim so that it is ***actually received*** by Omni Agent Solutions, Inc. (the "Notice and Claims Agent") before **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), in accordance with this Bar Date Order.

3. Notwithstanding any other provision of this Bar Date Order, Proofs of Claim submitted by governmental units must be submitted so as to be ***actually received*** by the Notice and Claims Agent before **11:59 p.m. prevailing Eastern Time on May 7, 2027** (the "Governmental Bar Date").

4. Any person or entity that holds a Claim arising from the rejection of an executory contract or unexpired lease must submit a Proof of Claim based on such rejection on or before the later of (a) the applicable Bar Date and (b) thirty (30) calendar days from the date of entry of such order, unless otherwise ordered by the Court (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject such executory contract or unexpired lease.

5. Unless otherwise agreed to by the Debtors, in the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders must submit their Claims by the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) **11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) calendar days** after such person or entity is served with notice that the Debtors have amended their Schedules in a manner that affects such person or entity (any such date, the "Amended Schedules Bar Date").

6. In accordance with Bankruptcy Rule 3003(c)(2) any holder of a Claim that is not excepted from the requirements of the Bar Date Order and fails to timely submit a Proof of Claim in the appropriate form shall be forever barred, estopped, and enjoined from (a) asserting a Claim against the Debtors (b) voting on any chapter 11 plan filed in these chapter 11 cases on account of such Claim, (c) participating in any distribution in these chapter 11 cases on account of such Claim, and (d) receiving further notices regarding such Claim.

7. The following procedures for the submission of Proofs of Claim asserting Claims against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim Form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claims***. In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims;

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entities***. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of a proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary

Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists;

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a Claim against only one Debtor and clearly indicate the Debtor against which the Claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such Claim may be treated as if filed only against THE CHILDREN'S PLACE, INC.; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than ten days from the date of such request.

**PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.**

**PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

8. Persons or entities need ***not*** submit a Proof of Claim on behalf of a Claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

a. any Claim that has already been asserted in a Proof of Claim against the Debtors with the Notice and Claims Agent in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to assert a Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any Claim that is listed on the Schedules filed by the Debtors, provided that (i) the Claim is ***not*** scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

c. any Claim that has previously been allowed by order of this Court;

d. any Claim that has already been paid in full by any of the Debtors;

e. any Claim for which a different deadline has previously been fixed by this Court;

f. any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of THE CHILDREN'S PLACE, INC.;

g. any person or entity that holds an equity interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, or rights of purchase, or who sell or subscribe to such a security or interest; provided that any holder of an equity interest in the Debtors who wishes to assert a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to such equity interest or the purchase or sale of such equity interest), must file a Proof of Claim on or before the applicable Bar Date;

h. any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; provided, however, that a current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

i. any Professional Compensation Claim;[3]

[3] "*Professional Compensation Claims*" means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional (as defined below) through and including the

j. any Claim held by a current officer or director for indemnification, contribution, or reimbursement;

k. as provided in any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a ("Financing Order"), the financing parties thereunder, on account of any claims arising under or in connection with the Financing Order documentation or the ABL Credit Facility or SLR Term Loan, it being understood that no Bar Date shall apply to such claims, such parties shall not be required to file requests for allowance of administrative expenses on account of such claims, and each of the Prepetition ABL Agent and the Prepetition Term Loan Agent may file proofs of claim, including aggregate or master proofs of claim, as and to the extent provided in any Financing Order; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

9. Nothing in this Bar Date Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any Claim reflected in the Schedules.

10. The Bar Date Notice, substantially in the form attached to this Order as **Exhibit 2**, and the Proof of Claim Form, substantially in the form attached to this Order as **Exhibit 1**, are hereby approved.

11. The Debtors shall cause the Bar Date Notice and the Proof of Claim Form, substantially in the forms annexed as **Exhibit 2** and **Exhibit 1**, respectively, to this Order, to be

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Effective Date, to the extent such fees and expenses have not been paid pursuant to any other order of the Court and regardless of whether a fee application has been filed for such fees and expenses. To the extent the Court denies or reduces by a final order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

"*Professional*" means an entity: (a) retained in these chapter 11 cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred before or on the confirmation date, pursuant to sections 327, 328, 329, 330, 363, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

served within five (5) business days of entry of this Bar Date Order by email and/or first-class mail, as applicable, on:

a. the United States Trustee;

b. all persons or entities that have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Bar Date Order);

c. all known creditors and other known holders of potential Claims against the Debtors as of the date of entry of the Bar Date Order, including all persons or entities listed in the Schedules for which the Debtors have mailing addresses or email addresses;

d. all entities that have filed Proofs of Claim in these chapter 11 cases as of the date of entry of the Bar Date Order;

e. all known equity and interest holders of the Debtors as of the date of entry of the Bar Date Order;

f. all entities who are party to executory contracts and unexpired leases with the Debtors;

g. all entities who are party to litigation with the Debtors;

h. all current and certain former employees (to the extent that contact information for former employees is available in the Debtors' records);

i. the Internal Revenue Service, the United States Attorney's Office for the District of New Jersey, the Securities and Exchange Commission and any other governmental units applicable to the Debtors' business, including those in Canada and all taxing authorities for the jurisdictions in which the Debtors maintain or conduct business; and

j. all regulatory authorities that regulate the Debtors' businesses, including consumer protection, environmental, taxing, and permitting authorities.

12. After the initial emailing and mailing of the Bar Date Notices and Proof of Claim Forms, the Debtors may, in their discretion, make supplemental mailings of notices,

including in the event that: (a) notices are returned by the post office with forwarding addresses;[4] (b) notices served by email are confirmed to be undeliverable; (c) certain parties acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to equity or interest holders) decline to distribute notices to these parties and instead return their names and addresses to the Debtors for direct mailing; and (d) additional potential claimants or parties in interest become known to the Debtors. In this regard, the Debtors may make supplemental mailings of the Bar Date Notices and Proof of Claim Forms in these and similar circumstances at any time up to seven (7) days in advance of the applicable Bar Date, with any such mailings being deemed timely and the appropriate Bar Date being applicable to the recipient creditors.

13. Pursuant to Bankruptcy Rules 2002(f) and 2002(*l*), the Debtors shall publish a form of the Bar Date Notice (modified as necessary), substantially in the form annexed as **Exhibit 3** to the Bar Date Order (the "Publication Notice"), on one occasion in a national publication in the United States, and in Canada (in English and, to the extent reasonably practicable, in French), and any such other publication that the Debtors deem appropriate. To the extent reasonably practicable, the Debtors will cause the Bar Date Notice, the Publication Notice and the Proof of Claim Form to be translated into French for all known creditors with an address in the Province of Québec.

[4] If notices are returned as "return to sender" without a forwarding address or bounceback (via email), the Debtors request that they should not be required to mail additional notices to such creditors.

14. Any person or entity who desires to rely on the Schedules will have the responsibility for determining that such person's or entity's Claim is accurately listed in the Schedules.

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

validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a Proof of Claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

16. The Debtors' and their Notice and Claims Agent are authorized to take all actions and make any payments necessary to effectuate the relief granted pursuant to this Bar Date Order in accordance with the Motion.

17. Notwithstanding anything to the contrary, the terms and conditions of this Bar Date Order are immediately effective and enforceable upon its entry.

18. Entry of this Bar Date Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of Claims or interests not subject to the General Claims Bar Date established herein must submit such Proofs of Claim or interest or be barred from doing so.

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

20. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

**Exhibit 1**

**Proof of Claim Form**

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY**

For Omni Internal Use

**Fill in the information to identify the case (Select only one Debtor per form):**

- ☐ THE CHILDREN'S PLACE, INC. (Case No. )
- ☐ The Children's Place Services Company, LLC (Case No. )
- ☐ The Children's Place International, LLC (Case No. )
- ☐ The Children's Place Canada Holdings, Inc. (Case No. )
- ☐ thechildrensplace.com, inc. (Case No. )
- ☐ TCP IH II, LLC (Case No. )
- ☐ TCP Real Estate Holdings, LLC (Case No. )
- ☐ TCP International Product Holdings, LLC (Case No. ) The
- ☐ The CHILDREN'S PLACE (CANADA), LP (Case No. )
- ☐ TCP INVESTMENT CANADA II CORP. (Case No. )
- ☐ TCP INVESTMENT CANADA I CORP. (Case No. )
- ☐ TCP Brands, LLC (Case No. )
- ☐ AMASKIT, LLC (Case No. )
- ☐ The Children's Place (Barbados) Inc. (Case No. )

Official Form 410

# Proof of Claim

**04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

## Part 1: Identify the Claim

**1. Who is the current creditor?**

_____
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

**2. Has this claim been acquired from someone else?**

☐ No
☐ Yes From whom? _____

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent? (if different)** |
|---|---|
| _____ Name | _____ Name |
| _____ Number Street | _____ Number Street |
| _____ City State ZIP Code | _____ City State ZIP Code |
| Contact Phone _____ | Contact Phone _____ |
| Contact email _____ | Contact email _____ |

Uniform claim identifier (if you use one)

_____

**4. Does this claim amend one already filed?**

☐ No
☐ Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☐ No
☐ Yes Who made the earlier filing? _____

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

**6. Do you have any number you use to identify the debtor?**
☐ No
☐ Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

**7. How much is the claim?** $ _____ **Does this amount include interest or other charges?**
☐ No
☐ Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

**8. What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

_____

**9. Is all or part of the claim secured?**
☐ No
☐ Yes The claim is secured by a lien on property

**Nature of property:**
☐ Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor Vehicle
☐ Other Describe: _____

**Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded).

**Value of Property:** $ _____
**Amount of the claim that is secured:** $ _____
**Amount of the claim that is unsecured:** $ _____ (The sum of the secured and unsecured amounts should match the amount in line 7).

**Amount necessary to cure any default as of the date of the petition:** $ _____

**Annual Interest Rate:** (when case was filed) _____%
☐ Fixed
☐ Variable

**10. Is this claim based on a lease?**
☐ No
☐ Yes **Amount necessary to cure any default as of the date of the petition.** $ _____

**11. Is this claim subject to a right of setoff?**
☐ No
☐ Yes Identify the property: _____

**12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?**
☐ No
☐ Yes Amount of 503(b)(9) Claim: $ _____

**13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No
☐ Yes *Check all that apply*

**Amount entitled to priority**

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $ _____

☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $ _____

☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). $ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies. $ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it.**

**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date _____
MM / DD / YYYY

_____
Signature

**Print the name of the person who is completing and signing this claim:**

Name _____
First Name Middle Name Last Name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact Phone _____ Email _____

**Exhibit 2**

**Bar Date Notice**

**WHITE & CASE LLP**
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New York, New York 10020
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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:<br><br>THE CHILDREN'S PLACE, INC., *et al*.,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 26-22682 (SLM)<br><br>(Joint Administration Requested) |

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

**NOTICE OF DEADLINE REQUIRING SUBMISSION OF PROOFS OF CLAIM ON OR BEFORE JANUARY 6, 2027, AND RELATED PROCEDURES FOR SUBMITTING PROOFS OF CLAIM IN THE ABOVE-CAPTIONED CHAPTER 11 CASES**

**TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY DEBTOR LISTED ON PAGE 2 AND 3 OF THIS NOTICE IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.**

The United States Bankruptcy Court for the District of New Jersey (the "Court") has entered an order (the "Bar Date Order") establishing **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), as the last date for each person or entity[2] (including individuals, partnerships, corporations, joint ventures, and trusts) to submit proofs of claim (each, a "Proof of Claim") against any of the Debtors listed on page 2 and 3 of this notice (collectively, the "Debtors").

Except for those holders of the Claims listed below that are specifically excluded from the General Claims Bar Date submission requirement, the Bar Dates[3] and the procedures set forth below for submitting Proofs of Claim apply to all Claims (defined below) against the Debtors that arose prior to **November 8, 2026** (the "Petition Date"), the date on which the Debtors commenced cases under chapter 11 of the United States Bankruptcy Code, **including parties asserting Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a "503(b)(9) Claim")**.[4] In addition, governmental units have until **11:59 p.m. prevailing Eastern Time on May 7, 2027** (the date that is 180 days after the Petition Date) (the "Governmental Bar Date"), to submit Proofs of Claim.

**A holder of a possible Claim against the Debtors should consult an attorney regarding any matters not covered by this notice, such as whether the holder should submit a Proof of Claim.**

[2] As used herein, the term "entity" has the meaning given to it in section 101(15) of title 11 of the United States Code (the "Bankruptcy Code"), and includes all persons, estates, trusts and the United States Trustee. Furthermore, the terms "person" and "governmental unit" have the meanings given to them in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

[3] Defined collectively as the Rejection Damages Bar Date, the General Claims Bar Date, the Amended Schedules Bar Date, and the Governmental Bar Date (each, as further defined herein).

[4] "503(b)(9) Claims" are Claims for the value of goods received by a Debtor within 20 days before the Petition Date, where such goods were sold to the Debtor in the ordinary course of such Debtor's business. *See* 11 U.S.C. § 503(b)(9).

## Debtors in these Chapter 11 Cases

| Debtor Name | Last Four Digits of Tax Identification Number | Case Number |
|---|---|---|
| THE CHILDREN'S PLACE, INC. | 1495 | |
| The Children's Place Services Company, LLC | 0965 | |
| AMASKIT, LLC | 9571 | |
| TCP Brands, LLC | 6541 | |
| TCP INVESTMENT CANADA I CORP. | 6621 | |
| TCP INVESTMENT CANADA II CORP. | 6622 | |
| THE CHILDREN'S PLACE (CANADA), LP | 2109 | |
| TCP IH II, LLC | 8278 | |
| TCP International Product Holdings, LLC | 1380 | |
| TCP Real Estate Holdings, LLC | 8804 | |
| The Children's Place Canada Holdings, Inc. | 0893 | |
| THE CHILDREN'S PLACE INTERNATIONAL, LLC | 6042 | |
| thechildrensplace.com, inc. | 8651 | |
| The Children's Place (Barbados) Inc. | 3484 | |

## Who Must Submit a Proof of Claim

You MUST submit a Proof of Claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' estates if you have a Claim that arose before the Petition Date and it is ***not*** one of the types of Claims described under the heading "Claims for Which Proofs of Claim Need Not Be Filed" below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be submitted on or prior to the applicable Bar Date, even if such Claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this notice, "Claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

## What To Submit

The Debtors are enclosing a Proof of Claim form for use in these chapter 11 cases. If your Claim is scheduled by the Debtors, the form indicates the amount of your Claim as scheduled by the Debtors, the specific Debtor against which the Claim is scheduled, and whether the Claim is scheduled as disputed, contingent, or unliquidated. You will receive a different Proof of Claim Form for each Claim scheduled in your name by the Debtors. You may utilize the Proof of Claim form(s) provided by the Debtors to submit your Claim.

Your Proof of Claim Form must not contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials) or a financial account number (only the last four digits of such financial account).

Additional Proof of Claim Forms may be obtained by contacting the Debtors' notice and claims agent, Omni Agent Solutions, Inc. (the "Notice and Claims Agent"), by calling (866) 205-3149 for callers in the United States and Canda or by calling (818) 510-4678 for callers outside the United States and/or visiting the Debtors' restructuring website at: https://omniagentsolutions.com/TCP.

The following procedures for the submission of Proofs of Claim against the Debtors in these chapter 11 cases shall apply:

a. ***Contents***. Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or in French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with a Proof of Claim Form provided by the Debtors or the Official Form 410; and (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the claimant or by an authorized agent or legal representative of the claimant;

b. ***Section 503(b)(9) Claim***. In addition to the requirements set forth above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Court authorizing the Debtors to pay prepetition Claims;

c. ***Receipt of Service***. Claimants submitting a Proof of Claim through non-electronic means who wish to receive a proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope;

d. ***Identification of the Debtor Entity***. Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of a proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists;

e. ***Claim Against Multiple Debtor Entities***. Each Proof of Claim must state a Claim against only one Debtor and clearly indicate the Debtor against which the Claim is asserted. To the extent more than one Debtor is listed on the Proof of Claim, such Claim may be treated as if filed only against THE CHILDREN'S PLACE, INC.; and

f. ***Supporting Documentation***. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor that received such written consent shall be required to transmit such supporting documentation to Debtors' counsel upon request no later than ten days from the date of such request.

**When and Where to Submit**

Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP, or (ii) first-class U.S. Mail, which Proof of Claim must include an ***original*** signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367, or (iii) overnight mail, or other hand-delivery system, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

**PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.**

**PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

**Claims for Which Proofs of Claim Need Not Be Filed**

Persons or entities need ***not*** submit a Proof of Claim on behalf of a Claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

a. any Claim that has already been asserted in a Proof of Claim against the Debtors with the Notice and Claims Agent in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to assert a Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);

b. any Claim that is listed on the schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules") filed by the Debtors, provided that (i) the Claim is not scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

c. any Claim that has previously been allowed by order of this Court;

d. any Claim that has already been paid in full by any of the Debtors;

e. any Claim for which a different deadline has previously been fixed by this Court;

f. any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of THE CHILDREN'S PLACE, INC.;

g. any Person or Entity that holds an equity interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, warrants, options, or rights of purchase, or who sell or subscribe to such a security or interest; provided that any holder of an equity interest in the Debtors who wishes to assert a Claim (as opposed to an ownership interest) against the Debtors (including a Claim relating to such equity interest or the purchase or sale of such equity interest), must file a Proof of Claim on or before the applicable Bar Date;

h. any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; any current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;

i. any Professional Compensation Claim;[5]

[5] "*Professional Compensation Claims*" means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional (as defined below) through and including the Effective Date, to the extent such fees and expenses have not been paid pursuant to any other order of the Court and regardless of whether a fee application has been filed for such fees and expenses. To the extent the Court denies or reduces by a final order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

"*Professional*" means an entity: (a) retained in these chapter 11 cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and

j. any Claim held by a current officer or director for indemnification, contribution, or reimbursement;

k. as provided in any interim or final order entered by the Court authorizing the Debtors to obtain postpetition financing and/or use cash collateral (each, a ("Financing Order"), the financing parties thereunder, on account of any claims arising under or in connection with the Financing Order documentation or the ABL Credit Facility or SLR Term Loan, it being understood that no Bar Date shall apply to such claims, such parties shall not be required to file requests for allowance of administrative expenses on account of such claims, and each of the Prepetition ABL Agent and the Prepetition Term Loan Agent may file proofs of claim, including aggregate or master proofs of claim, as and to the extent provided in any Financing Order; and

l. any Claim held by any person or entity solely against a non-Debtor entity.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR HAVE DONE BUSINESS WITH THE DEBTORS BUT MAY NOT HAVE AN UNPAID CLAIM AGAINST THE DEBTORS. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURT BELIEVE THAT YOU HAVE ANY CLAIM.

**Executory Contracts and Unexpired Leases**

If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit your Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) 11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

**Amended Schedules Bar Date**

In the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall submit their Claims by the later of (a) the applicable Bar Date and (b) 11:59 p.m. prevailing Eastern Time on the date that is thirty (30) calendar days after such person or entity is served with notice that

expenses incurred before or on the confirmation date, pursuant to sections 327, 328, 329, 330, 363, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

the Debtor has amended its Schedules in a manner that affects such person or entity (any such date, an "Amended Schedules Bar Date").

**The Debtors' Schedules and Access Thereto**

You may be listed as the holder of a Claim against one or more of the Debtors in the Debtors' Schedules.

Copies of the Debtors' Schedules are available: (a) from the Notice and Claims Agent by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States and/or visiting the Debtors' restructuring website at: https://omniagentsolutions.com/TCP; (b) by written request to Debtors' counsel at the address and telephone number set forth below; and/or (c) for inspection on the Court's Internet Website at http://ecf.njb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records are required to access this information and can be obtained at http://www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, at the Office of the Clerk of [●] U.S. Courthouse, [●], [●], New Jersey [●].

If you rely on the Debtors' Schedules, it is your responsibility to determine that the Claim is accurately listed in the Schedules.

As set forth above, if you agree with the nature, amount, and classification of your Claim as listed in the Debtors' Schedules, and if you do not dispute that your Claim is only against the Debtor specified by the Debtors, and if your Claim is **not** described as "disputed," "contingent," or "unliquidated," **you need not submit a Proof of Claim**. Otherwise, or if you decide to submit a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this notice.

**Reservation of Rights**

Nothing contained in this Bar Date Notice is intended, or should be construed, as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such Claims; (b) subsequently designate any scheduled Claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

**Additional Information**

If you have any questions regarding the claims process and/or if you wish to obtain a copy of the Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP or contacting the Claims and Noticing Agent by: (a) calling (866) 205-3149 for callers in the United States and Canada or by calling +1 (818) 510-4678 (866) 205-31 for callers outside the United States; (b) writing to the following address: Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367; or (c) emailing TCPInquiries@OmniAgnt.com.

**Consequences of Failure to Submit a Proof of Claim by the Applicable Bar Date**

ANY HOLDER OF A CLAIM THAT IS NOT LISTED IN THIS NOTICE AS A CLAIM EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER AND THAT FAILS TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, (2) PARTICIPATING IN ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (3) RECEIVING FURTHER NOTICES REGARDING SUCH CLAIM. SUCH PERSON OR ENTITY SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR ANY PURPOSE IN THESE CHAPTER 11 CASES.

**Exhibit 3**

**Publication Notice**

**WHITE & CASE LLP**
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**NOTICE OF BAR DATES FOR SUBMITTING PROOFS OF CLAIM AND CLAIMS UNDER SECTION 503(B)(9) OF THE BANKRUPTCY CODE AGAINST THE DEBTORS**

**PLEASE TAKE NOTICE THAT** the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") has entered the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* (the "Bar Date Order") establishing **11:59 p.m. prevailing Eastern Time on January 6, 2027** (the "General Claims Bar Date"), as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures and trusts) to submit a Proof of Claim against any of the Debtors listed below (collectively, the "Debtors"). A copy of the Bar Date Order, and any exhibits thereto are available (i) at the Debtors' expense upon request to TCPInquiries@OmniAgnt.com (the noticing and claims agent retained in these chapter 11 cases), by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States, (ii) for no charge by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP, or (iii) for a fee via PACER by visiting http://ecf.njb.uscourts.gov.

The Bar Date Order requires that all entities (collectively, the "Claimants") holding or wishing to assert a Claim that arose or is deemed to have arisen prior to November 8, 2026 (the "Petition Date"), against the Debtors ("Claims") to submit a Proof of Claim so as to be actually received by Omni Agent Solutions, Inc. (the "Notice and Claims Agent") on or before the applicable bar date (collectively, the "Bar Dates") as set forth below.

| Debtor Name | Last Four Digits of Tax Identification Number | Case Number |
|---|---|---|
| THE CHILDREN'S PLACE, INC. | 1495 | |
| The Children's Place Services Company, LLC | 0965 | |
| AMASKIT, LLC | 9571 | |
| TCP Brands, LLC | 6541 | |
| TCP INVESTMENT CANADA I CORP. | 6621 | |
| TCP INVESTMENT CANADA II CORP. | 6622 | |
| THE CHILDREN'S PLACE (CANADA), LP | 2109 | |
| TCP IH II, LLC | 8278 | |
| TCP International Product Holdings, LLC | 1380 | |
| TCP Real Estate Holdings, LLC | 8804 | |
| The Children's Place Canada Holdings, Inc. | 0893 | |
| THE CHILDREN'S PLACE INTERNATIONAL, LLC | 6042 | |
| thechildrensplace.com, inc. | 8651 | |
| The Children's Place (Barbados) Inc. | 3484 | |

| | |
|---|---|
| **General Claims Bar Date**<br><br>(Applicable to 503(b)(9) Claims[2]) | All Claimants holding or wishing to assert a Claim must submit a Proof of Claim with respect to such Claim so as to be **actually received** by the Notice and Claims Agent by **January 6, 2027, at 11:59 p.m. prevailing Eastern Time**, including parties asserting Claims pursuant to section 503(b)(9) of the Bankruptcy Code. |
| **Governmental Bar Date** | All governmental units holding or wishing to assert a Claim against the Debtors arising (or deemed to arise) before the Petition Date (whether secured, unsecured priority or unsecured non-priority) must submit a Proof of Claim so as to be **actually received** by the Notice and Claims Agent by **May 7, 2027, at 11:59 p.m. prevailing Eastern Time** (the "Governmental Bar Date"). |
| **Amended Schedules Bar Date** | In the event the Debtors amend or supplement their schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall submit their Claims by the later of (a) the applicable Bar Date and (b) **11:59 p.m. prevailing Eastern Time on the date that is thirty (30) calendar days** from the date on which the Debtors provide notice of the amendment to the Schedules in a manner that affects such person or entity (any such later date, the "Amended Schedules Bar Date"). |
| **Rejection Damages Bar Date** | If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit a Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date or the Governmental Bar Date, as applicable, and (b) **11:59 p.m., prevailing Eastern Time, on the date that is thirty (30) days** following entry of the order approving the Debtors' rejection of the applicable executory contract or unexpired lease (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease. |

## When and Where to Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP, (ii) first-class U.S. Mail, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills,

[2] "503(b)(9) Claims" are Claims for the value of goods received by the Debtors within twenty (20) days before the Petition Date, where such goods were sold to the Debtors in the ordinary course of such Debtors' businesses. See 11 U.S.C. § 503(b)(9).

CA 91367, or (iii) overnight mail, or other hand-delivery system, which Proof of Claim must include an original signature, at the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

**PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND DELIVERY, OR THROUGH OMNI'S WEBSITE.**

**PROOFS OF CLAIM SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

**Contents of Proofs of Claim.** Each Proof of Claim must: (i) be written in English (*provided* that a Proof of Claim submitted by a creditor located in Canada may be written in English or French, and the Debtors shall, to the extent reasonably practicable, arrange for the translation of any Proof of Claim submitted in French through the Notice and Claims Agent); (ii) be denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent's website at https://omniagentsolutions.com/TCP by the Claimant or by an authorized agent or legal representative of the Claimant. **Please note** that each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by selecting the applicable Debtor at the top of the proposed Proof of Claim Form. A Proof of Claim submitted under Case No. 26-22682 (SLM) or that does not identify a Debtor will be deemed as submitted only against THE CHILDREN'S PLACE, INC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 26-22682 (SLM) will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists.

**Section 503(b)(9) Claims.** Vendors and suppliers of goods may be entitled to request an administrative priority Claim under section 503(b)(9) of the Bankruptcy Code to the extent they delivered, and the Debtor received, goods within the twenty-day period prior to the Petition Date. The Court has deemed the submission of a Proof of Claim as satisfying the procedural requirements for asserting such a Claim under section 503(b)(9) of the Bankruptcy Code. In addition to the other requirements listed above, any Proof of Claim asserting a 503(b)(9) Claim must (i) include the value of the goods delivered to and received by the Debtors in the twenty days prior to the Petition Date; (ii) attach documentation of the date on which the goods were delivered to and received by the Debtors; (iii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iv) attach documentation of any reclamation demand made against the Debtors under section 546(c) of the Bankruptcy Code (if applicable); and (v) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors.

**Multiple Claims**. To the extent a claimant seeks to assert a Claim against more than one Debtor, the claimant must file a separate proof of Claim against each Debtor and identify with

specificity the Debtor against whom each Claim is asserted, unless otherwise agreed by the Debtors and the claimant.

**Consequences of Failing to Timely Submit Your Proof of Claim.** Any Claimant who is required, but fails, to submit a Proof of Claim in accordance with the Bar Date Order on or before the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such Claim against the Debtors (or submitting a Proof of Claim with respect thereto). In such event, the Debtors' property shall be forever discharged from any and all indebtedness or liability with respect to such Claim, and such holder shall not be permitted to vote to accept or reject any plan of reorganization filed in these chapter 11 cases or participate in any distribution on account of such Claim or receive further notices regarding such Claim.

**Reservation of Rights.** Nothing contained in this notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such Claims; (b) subsequently designate any scheduled Claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

**Additional Information.** If you have any questions regarding the Claims process and/or if you wish to obtain a copy of the Bar Date Order (which contains a more detailed description of the requirements for submitting Proofs of Claim), a Proof of Claim form, or related documents, you may do so by visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP or contacting the Notice and Claims Agent by calling (866) 205-3149 for callers in the United States and Canada or by calling (818) 510-4678 for callers outside the United States and/or writing to the following address: THE CHILDREN'S PLACE, INC. Claims Processing Center, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367. To the extent reasonably practicable, French language versions of this notice and of the Proof of Claim form are available on the Debtors' restructuring website at https://omniagentsolutions.com/TCP.

# TAB O

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

Joshua Foster

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

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**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS, (II) SCHEDULING CERTAIN DATES AND DEADLINES WITH RESPECT THERETO, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (V) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF ASSUMED CONTRACTS, (VI) AUTHORIZING THE SALE OF ASSETS, AND (VII) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (this "Motion"):[2]

## Preliminary Statement

1. The Debtors commenced these chapter 11 cases to, among other things, identify a buyer or buyers for some or all, or substantially all, of their assets, including their intellectual property and brands (including "The Children's Place" and "Gymboree" brands), and operations (including the Amazon operations) (the "Assets"). Prior to the Petition Date, the Debtors commenced store closings and merchandise sales across their portfolio of retail locations to maximize recoveries for the benefit of their estates.[3] To further maximize value for all stakeholders, the Debtors, through this Motion, seek to pursue and consummate one or more value-maximizing sale transactions (each, a "Sale Transaction") involving all or substantially all of the

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Rudolph Morando, Co-Chief Restructuring Officer of the Debtors, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration or the Bidding Procedures (as defined herein), as applicable.

[3] As further described in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement; (II) Authorizing and Approving the Conduct of Store Closing Sales and the Related Sale Guidelines, with such Sales to be Free and Clear of all Liens, Claims, and Encumbrances; (III) Modifying Customer Programs at the Closing Stores; and (IV) Granting Related Relief*, filed contemporaneously herewith.

Assets. Accordingly, the Debtors file these proposed Bidding Procedures to facilitate a competitive, value-maximizing sale process.

2. As part of their ongoing analysis of all potential paths to maximize the value of their estates for the benefit of all parties in interest, the Debtors engaged Cascadia Capital, LLC ("Cascadia"), the Debtors' proposed investment banker, in September 2026. Immediately following the engagement of Cascadia, the Debtors launched a formal, comprehensive sale and marketing process for the Assets (the "Prepetition Sale Process"), whether as a going concern or liquidation, or a standalone sale of discrete assets or revenue streams. In connection with the Prepetition Sale Process, Cascadia contacted a broad range of strategic and financial parties, including approximately thirty-three (33) strategic prospects and approximately seventeen (17) financial prospects, at least thirty (30) of which have executed nondisclosure agreements and have been provided with access to the Debtors' virtual data room (the "Data Room"). The Data Room contains a confidential information presentation and additional financial, operational, and legal diligence materials to assist potential bidders for the Debtors' Assets.

3. To date, the Debtors have received nine (9) proposals relating to their Assets, including six (6) proposals for going concern and IP-related transactions, and three (3) "equity" liquidation proposals involving substantially all of the Debtors' assets. These proposals reflect ongoing interest in the Debtors' Assets. Following receipt of these proposals, the Debtors, together with Cascadia, conducted a comprehensive review of each proposal and have engaged and continue to engage in extensive negotiations with the interested parties to refine and enhance their initial bids. The Debtors also received three (3) fee-based liquidation bids for the liquidation of the Debtors' inventory and certain of their assets.

4. Because of limited liquidity and lack of currently actionable going-concern bids, the Debtors concluded in their business judgment that continuing the Prepetition Sale Process on a postpetition basis while the store closings and merchandise sales continue is in their best interest in order to maximize value to their estates.

5. The Debtors are in advanced discussions with various parties regarding a variety of transaction structures, including various transactions involving the Debtors' intellectual property, retail footprint, and real estate assets (or a combination of the foregoing). However, the Debtors have not yet selected (and may not elect to select) a stalking horse to serve as a committed buyer of the applicable Assets. In order to preserve this value maximizing tool, the Bidding Procedures (as defined herein) provide the Debtors with flexibility to select one or more Stalking Horse Bidders (as defined herein) and grant Stalking Horse Bid Protections (as defined herein) after notice and an opportunity to object. Through the Bidding Procedures, the Debtors seek a sale timeline that provides sufficient time for potential bidders to complete diligence and submit bids while also minimizing administrative expenses and business disruption as they work to complete these chapter 11 cases on an efficient and expeditious timeline. The Debtors continue to incur significant administrative expenses without sufficient income to meet their financial obligations; accordingly, an expedited process is necessary to reduce further cash burn and preserve the Debtors' estates. The Debtors believe that their proposed approximately forty (40) day postpetition process is sufficient to close out any remaining leads from their Prepetition Sale Process and assess any potential bidders that may emerge. If the Bidding Procedures are not approved or there is any material delay to the proposed sale timeline—including delay resulting from the fourteen-day stay under Bankruptcy Rule 6004(h)—the Debtors' ability to maximize value for the benefit of all stakeholders will be jeopardized.

6. To ensure the orderly transfer of assets following any Sale Transaction in accordance with section 365 of the Bankruptcy Code, the Debtors also seek approval of assumption and assignment procedures by which the Debtors and counterparties to the Executory Contracts (as defined herein) or Unexpired Leases (as defined herein) transferred in connection with any Sale Transaction can (a) reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code and (b) object to the assumption and assignment of the Executory Contracts or Unexpired Leases and/or related cure payments (the "Assumption and Assignment Procedures") as set forth in detail in the Bidding Procedures Order (as defined herein).

7. The Bidding Procedures provide the Debtors with the opportunity to maximize value and potentially continue as a going concern while at the same time providing for an expedited resolution of these chapter 11 cases. This will reduce the expenses associated with administering these cases, and allow the Debtors to emerge as quickly as possible, which will inure to the benefit of all stakeholders. The Bidding Procedures comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules (each as defined herein). The Debtors request that the Court approve the Bidding Procedures and other relief as set forth herein.

## Relief Requested

8. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"): (a) authorizing and approving the proposed marketing, auction, and bidding procedures (the "Bidding Procedures") attached as Exhibit 1 to the Bidding Procedures Order, by which the Debtors will solicit and, if value maximizing, will select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of their Assets (each successful bidder for the sale of some or all of the Debtors' Assets, a "Successful Bidder"); (b) approving the Stalking Horse Bid Protections relating to the stalking horse bidder (the "Stalking Horse Bidder"), if any; (c) establishing certain dates and deadlines

related thereto and scheduling an auction, if needed, to determine the highest or otherwise best Bid available (the "Auction"); (d) approving the form and manner of notice of the Auction, if any, and any hearing to approve a sale of some, all, or substantially all of the Debtors' assets, (the "Sale Hearing"), as may be necessary; (e) approving procedures for the assumption and assignment of certain Executory Contracts and Unexpired Leases in connection with the Sale Transaction; and (f) granting related relief.

9. Additionally, if applicable, the Debtors will seek entry of one or more orders (each, a "Sale Order") (a) authorizing and approving the Sale Transaction with the Successful Bidder on the terms substantially set forth in the Successful Bid; (b) authorizing and approving the sale of the Debtors' Assets free and clear of liens, claims, encumbrances, and other interests to the extent set forth in an asset purchase agreement with any Successful Bidder; (c) authorizing the assumption and assignment of Executory Contracts and Unexpired Leases as set forth in an asset purchase agreement with any Successful Bidder; and (d) granting any related relief. If applicable, THE CHILDREN'S PLACE, INC. (as foreign representative) (the "Foreign Representative"), if appointed, the Foreign Representative shall seek an Order pursuant to section 49 of the CCAA (as defined below) (the "Canadian Sale Order") of the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") in the Canadian Proceedings (as defined below), among other things, (a) recognizing and enforcing the Sale Order in Canada, and (b) to the extent necessary, approving the sale of the Assets of the Canadian Debtors and the Assets otherwise located in Canada to the applicable Successful Bidder or Successful Bidders in accordance with the applicable binding purchase agreement(s).

10. In support of this Motion, the Debtors respectfully submit the *Declaration of Lorie Beers in Support of the Debtors' Bidding Procedures Motion* (the "Beers Declaration") (filed contemporaneously herewith).

**Jurisdiction and Venue**

11. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

12. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

13. The bases for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6004, and 6006(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 1002-2, 6004-1, 6004-2, and 9013-1(a)(3) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey dated August 1, 2025 (the "Local Rules") and the *General Order Governing Chapter 11 Complex Case Procedures*.

**Background**

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

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

15. On November 8, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

16. Shortly following the filing of this Motion, The Children's Place, Inc., as proposed foreign representative, will commence an ancillary proceeding in Canada (the "Canadian Proceedings") on behalf of the Debtors' estates under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "CCAA"), seeking, among other things, Orders of the Canadian Court recognizing these chapter 11 cases as a "foreign main proceeding" in respect of the Debtors, including Debtors TCP Investment Canada I Corp., TCP Investment Canada II Corp., and The Children's Place (Canada), LP (collectively, the "Canadian Debtors"), and recognizing and giving effect to the Bidding Procedures Order, if granted, in Canada.

## The Proposed Sale Process and Selection of Stalking Horse Bidder

### I. The Bidding Procedures.

17. The Debtors seek approval of the Bidding Procedures to establish an open process for the solicitation, receipt, and evaluation of bids in a fair, accessible, and expeditious manner. The Bidding Procedures describe, among other things, the procedures for interested parties to access due diligence, the manner in which bidders and Bids become "acceptable" and/or

"qualified," the conduct of any Auction, the selection and approval of a successful bidder or bidders and back-up bidders, and the deadlines with respect to the foregoing.

18. The timelines set forth in the Bidding Procedures are calculated to balance the need to provide adequate notice to parties in interest and any person or entity interested in purchasing the Assets (a "Potential Bidder") with the Debtors' need to run an expeditious and efficient sale process, taking into account the robust Prepetition Sale Process they have already completed. The Bidding Procedures are designed to generate the highest or otherwise best available recoveries to the Debtors and their stakeholders by encouraging prospective bidders to submit competitive, value-maximizing bids. Furthermore, the Bidding Procedures provide each Potential Bidder with ample notice, as well as a meaningful opportunity to conduct due diligence and submit binding Bids in advance of the Auction, if one is held. For these reasons, the Debtors believe that the Bidding Procedures and the timeline set forth therein are in the best interests of their estates, will establish whether and to what extent any additional market for the Assets exists, and provide interested parties with sufficient opportunity to participate.

19. Because the Bidding Procedures are attached as Exhibit 1 to the Bidding Procedures Order, they are not restated in their entirety herein. Generally speaking, however, the Bidding Procedures establish the following, among other things:[4]

a. **Public Announcement of Auction**. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors shall (i) cause (A) a notice of the Auction substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Auction Notice"), (B) the Bidding Procedures Order, and (C) the Bidding Procedures to be served on the parties that received notice of this Motion; (ii) post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at

[4] The following summary is provided in accordance with Local Rule 6004-2(b) and for the convenience of the Court and parties in interest. All capitalized terms that are used in this summary but not otherwise defined shall have the meanings given to such terms in the Bidding Procedures. To the extent there is any conflict between this summary and the Bidding Procedures, the Bidding Procedures shall govern in all respects.

https://omniagentsolutions.com/TCP; and (iii) publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any of the Canadian Debtors or Assets that are located in Canada are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir (or such other French-language newspaper as the Debtors may select). Any information officer appointed by the Canadian Court in the Canadian Proceedings will also post the Auction Notice on its case website.

*See* Bid. Proc., at § II.

b. **Potential Bidder Requirements**. To participate in the bidding process or otherwise be considered for any purpose hereunder, including to receive access to due diligence materials, a Potential Bidder must deliver or have previously delivered to the Debtors and their advisors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

(i) an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

(ii) identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale Transaction;

(iii) a statement of the portion of the Assets that the Potential Bidder intends to acquire;

(iv) sufficient information to demonstrate that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of any portion, all, or substantially all of the Debtors' Assets, the adequacy of which must be acceptable to the Debtors; and

(v) a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid.

The Debtors, in consultation with their advisors, and in consultation with the Consultation Parties,[5] will determine and notify each Potential Bidder

[5] "Consultation Parties" means the Prepetition Agents, any agent under a postpetition financing facility, and any statutory committee appointed in these chapter 11 cases; *provided*, *however*, that to the extent any Prepetition Agent or agent under a postpetition financing facility submits any Bid (including a Credit Bid that is either revocable or subject to amendment) for any Assets, such Prepetition Agent or agent under a postpetition financing facility shall not be a Consultation Party.

whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (such Potential Bidder, an "Acceptable Bidder"). For the avoidance of doubt, any party that has already executed a Confidentiality Agreement and submitted a non-binding indication of interest prior to the Petition Date and, in the judgment of the Debtors, and in consultation with the Consultation Parties, has provided adequate forms of the preliminary documentation requested above, shall be deemed to be an Acceptable Bidder and automatically be authorized to conduct due diligence and submit a Bid. An Acceptable Bidder shall not be eligible to participate in the Auction unless such Acceptable Bidder meets the requirements set forth in subsection c below.

*See* Bid. Proc., at § III.

c. **Qualified Bid Requirements**. To be eligible to participate in the Auction, an Acceptable Bidder must deliver to the Debtors and their advisors an irrevocable offer to purchase some or all of the Assets in the form of a document signed by the Acceptable Bidder (each, a "Bid"), and shall meet the following criteria, in each case, on or prior to the Bid Deadline:

(i) ***Purchased Assets and Assumed Liabilities***. Each Bid must clearly state the following: (A) which particular Assets are to be included in the applicable Sale Transaction; (B) if applicable, the liabilities and obligations to be assumed, including any cure costs to be assumed; and (C) any executory contracts (the "Executory Contracts") and unexpired leases (the "Unexpired Leases") proposed to be assumed by the Debtors and assigned to the Acceptable Bidder;

(ii) ***Good Faith Deposit***. Each Bid must be accompanied by a cash deposit equal to ten percent (10%) of the applicable Purchase Price, to be held in an escrow account to be identified and established by the Debtors (the "Good Faith Deposit"). To the extent that a Bid is modified to increase its proposed Purchase Price at or prior to the Auction, the applicable Acceptable Bidder must adjust its Good Faith Deposit such that it equals ten percent (10%) of the increased aggregate Purchase Price promptly and in no event later than one business day following the conclusion of the Auction. Each Bid shall include a written acknowledgement from the bidder that, in the event of the Acceptable Bidder's breach of, or failure to perform under the applicable purchase agreement, the Debtors and their estates shall be entitled to retain the Good Faith Deposit as part of the damages to the Debtors and their estates resulting from such breach or failure to perform, and the Debtors shall be entitled to pursue all other available legal and equitable remedies that may be available to the Debtors. The Debtors' retention of a Good Faith

Deposit shall not constitute a waiver of any of the Debtors' legal or equitable rights relating to a Successful Bidder's or Back-Up Bidder's breach or failure to perform, and all such rights and remedies are preserved;

(iii) ***Purchase Price***. Each Bid must: (A) clearly specify the purchase price to be paid for the applicable Assets (the "Purchase Price"); (B) identify separately any cash and non-cash components of the Purchase Price; and (C) indicate the allocation of the Purchase Price among the applicable Assets (including liabilities and obligations to be assumed in connection with any Sale Transaction), including an allocation of the Purchase Price to any Assets of the Canadian Debtors or other Assets located in Canada. The Purchase Price should be a single point value in U.S. dollars on a cash-free, debt-free basis. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all of the Assets or whether the Bid should be viewed as a separate Bid for one or more sets of Assets;

(iv) ***Sources of Financing***. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, such Bid must include evidence of committed financing from a reputable financing institution, documented to the satisfaction of the Debtors, that demonstrates that the Acceptable Bidder has received sufficient funding commitments to satisfy the Acceptable Bidder's obligations under the applicable Sale Transaction as well as any other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals and shall have covenants and conditions acceptable to the Debtors. The Debtors will view more positively Acceptable Bidders that have, or have immediate access to, the cash necessary to fund the Purchase Price directly themselves;

(v) ***Bid Documents***. Each Bid must include duly executed and non-contingent transaction documents necessary to effectuate any Sale Transaction contemplated in the Bid (the "Bid Documents") and must be submitted by the Bid Deadline. The Bid Documents shall include, at a minimum: (A) a purchase agreement, the form of which will be provided to any Acceptable Bidder prior to the Bid Deadline (the "Form APA"), including the exhibits and schedules related thereto and any related material documents integral to such Bid pursuant to which the Acceptable Bidder proposes to effectuate any Sale Transaction, along with copies that are marked to reflect any amendments and modifications from the Form APA, which amendments and modifications may not be materially more

burdensome than the Form APA or otherwise inconsistent with the Bidding Procedures; (B) a schedule of Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors and assigned to the Acceptable Bidder pursuant to the applicable Bid; (C) a statement from the Acceptable Bidder specifying what, if any, other materials, conditions, due diligence, documents, exhibits, schedules, and/or ancillary materials are integral to such Bid or the Debtors' consideration thereof; (D) any other material documents integral to such Bid; and (E) a statement from the Acceptable Bidder that (1) it is prepared to consummate the applicable Sale Transaction, subject to any necessary regulatory approvals, as specified by the Acceptable Bidder in such Bid Documents and (2) to the extent such Acceptable Bid is designated as a Qualified Bid pursuant to the Bidding Procedures, such Qualified Bid will be irrevocable (whether or not such Qualified Bid is selected as the Successful Bid or next highest or otherwise best bid (the "Back-Up Bid")) until the consummation of the applicable Sale Transaction;

(vi) ***No Qualified Bidder Bid Protections***: Unless such Qualified Bid is selected as a stalking horse bid (a "Stalking Horse Bid"), a Qualified Bid must include a statement that the bid does not entitle such bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement and a waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for the applicable Assets;

(vii) ***Employee Obligations***. Each Bid must indicate whether the Acceptable Bidder intends to hire all employees of the Debtors. If the Acceptable Bidder does not intend to hire all employees of the Debtors, the Acceptable Bidder must include a description of the Acceptable Bidder's intentions with respect to the relevant members of the Debtors' current management team and other employees who are employed primarily in connection with the applicable Assets, and a description of any contemplated incentive plan, to the extent applicable;

(viii) ***Contingencies; No Financing or Diligence Outs***. The Bid must not contain any contingencies as to the validity, effectiveness, or binding nature of the Bid, including, without limitation, contingencies for due diligence and inspection or financing of any kind (including any conditions pertaining to financial performance, conditions, or prospects), and all diligence must be completed before the Bid Deadline;

(ix) ***Identity & Corporate Authority***. Each Bid must: (A) fully disclose the identity of each entity that will be participating in connection

with such Bid (including any equity owners, sponsors, or other co-investors), and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the applicable Sale Transaction on the terms contemplated by the parties; and (B) include contact information for the specific person(s) and counsel whom the Debtors' advisors should contact regarding such Bid. A Bid must also fully disclose any business relationships, affiliations, or agreements with the Debtors, any other known, potential, prospective bidder, Acceptable Bidder, or Qualified Bidder, or any officer, director, or equity security holder of the Debtors. Each Bid must contain evidence that the Acceptable Bidder has obtained all necessary authorizations or approvals from its shareholders and/or its board of managers or directors, or any other internal and other approvals, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;

(x) ***As-Is, Where-Is***. Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (A) has had an opportunity to conduct any and all due diligence regarding the applicable Sale Transaction prior to making its offer; (B) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the applicable Assets in making its Bid; (C) did not rely, is not relying, and will not rely, on or receive from any person or entity (including any of the Debtors or their advisors or other representatives, or any information officer appointed by the Canadian Court in the Canadian Proceedings) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, including regarding the completeness of any information provided in connection therewith, except as expressly stated in the Acceptable Bidder's proposed purchase agreement; and (D) agrees that, upon Closing, the Debtors shall sell and transfer to the Successful Bidder, and the Successful Bidder shall accept, the Assets identified in the Successful Bidder's proposed purchase agreement, to the extent expressly provided in the Court's order approving the applicable Sale Transaction with respect to such Assets. Neither the Debtors nor any of their advisors will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining or relating to the Assets that the Debtors, any advisor, or any agent representing or purporting to represent the Debtors might have made or furnished, directly or indirectly, orally or in writing, to any person whatsoever unless (with respect to the Debtors only) specifically set forth in the Court's order approving a Sale Transaction with respect to such Assets;

(xi) ***Adequate Assurance of Future Performance and Information***. Each Bid must: (A) identify the Executory Contracts and Unexpired Leases to be assumed or assumed and assigned in connection with the applicable Sale Transaction; (B) provide for payment of Cure Payments (as defined in the Bidding Procedures Order) related to such Executory Contracts and Unexpired Leases by the Acceptable Bidder; (C) be accompanied by financial and other information (the "Adequate Assurance Information") that, in the Debtors' business judgment, is sufficient and adequate to demonstrate that such Acceptable Bidder (1) has the financial wherewithal and ability to consummate the applicable Sale Transaction, and (2) can satisfy the adequate assurance requirements of sections 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code; and (D) identify a contact person that parties may contact to obtain additional Adequate Assurance Information;

(xii) ***Privacy Policies***. The Acceptable Bidder must comply in all respects with the Debtors' consumer privacy practices, which do not restrict the transfer of the personally identifiable information of its customers, and, with respect to the personal information of individuals in Canada, with applicable Canadian federal and provincial privacy legislation, and each Bid must contain a statement acknowledging such compliance;

(xiii) ***No Collusion***. The Acceptable Bidder must acknowledge in writing: (A) that it has not engaged in any collusion with respect to any Bids or the applicable Sale Transaction, including specifying that it did not agree with any Acceptable Bidders or Potential Bidders to control price; and (B) agree not to engage in any collusion with respect to any Bids, the Auction, or the applicable Sale Transaction. For the avoidance of doubt, this requirement does not restrict Potential Bidder(s) from working with other Potential Bidder(s) with the Debtors' prior written consent (with e-mail from the Debtors' advisors being sufficient);

(xiv) ***Joint Bids***. The Debtors will be authorized to approve joint Bids in their reasonable business judgment on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with the Bidding Procedures;

(xv) ***Acknowledgement of Compliance with the Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, and Non-Bankruptcy Law***. Each Bid must acknowledge its compliance in all respects with the Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, the CCAA and any orders of the

Canadian Court in the Canadian Proceedings (if applicable), and any applicable non-bankruptcy law;

(xvi) ***Good Faith Offer***. Each Bid must constitute a good faith, *bona fide* offer to consummate any Sale Transaction;

(xvii) ***Back-Up Bid***. Each Bid shall provide that the Acceptable Bidder will serve as a Back-Up Bidder if the Acceptable Bidder's Bid is, in the Debtors' business judgment, the next highest or otherwise best bid for some or all of the Assets after the Successful Bid and that, in the event such Bid is chosen as the Back-Up Bid, it shall remain irrevocable until the Debtors and the Successful Bidder consummate the applicable Sale Transaction;

(xviii) ***Regulatory Approvals and Covenants***. Each Bid must set forth each regulatory and third-party approval, if any, required for the Acceptable Bidder to consummate the applicable Sale Transaction and the time period within which the Acceptable Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty days following execution and delivery of the applicable purchase agreement and/or confirmation of the Debtors' chapter 11 plan, those actions the Acceptable Bidder will take to ensure receipt of such approvals as promptly as possible), and any further information necessary for, or related to the likelihood of, obtaining such approvals;

(xix) ***Expected Closing Date***. Each Bid must state the Acceptable Bidder's expected date of closing of the applicable Sale Transaction (the "Closing"). A Bid by an Acceptable Bidder must be reasonably likely, in the Debtors' business judgment, to be consummated within a time frame acceptable to the Debtors;

(xx) **No Fees**. Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Sale Transaction, and by submitting its Bid(s) is agreeing to disclaim any right to receive any payments or amounts analogous to a break-up fee, expense reimbursement, termination fee, or other similar form of compensation; *provided* that the Debtors are authorized to provide the Stalking Horse Bid Protections to one or more Stalking Horse Bidders in accordance with the Bidding Procedures.

(xxi) ***Adherence to Bidding Procedures***. By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of the Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after the conclusion of the Auction;

(xxii) ***Consent to Jurisdiction***. Any Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, to the Auction, the Sale Transaction(s), and the construction and enforcement of the Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, and the Closing, as applicable, and must also submit to the jurisdiction of the Canadian Court with respect to any matter relating to the Assets of the Canadian Debtors or other Assets in Canada or any Canadian Sale Order;

(xxiii) ***Conditions to Closing***. Each Bid must identify with particularity any conditions to Closing, including the Executory Contracts and Unexpired Leases for which assumption and assignment is required; and

(xxiv) ***Transition Services***. Each Bid must describe the types of transition services, if any, the Acceptable Bidder would require of and/or provide to the Debtors or any of the Debtors' non-Debtor affiliates, including an estimate of the time any such transition services would be required of and/or provided to the Debtors or any of the Debtors' non-Debtor affiliates, and that the Acceptable Bidder will be responsible for the actual costs of providing any such services.

*See* Bid. Proc., at § IV.

d. **Stalking Horse Bid Protections**. Pursuant to the Bidding Procedures Order, the Debtors may designate, in consultation with the Consultation Parties, one or more Bidders to be a Stalking Horse Bidder, which are entitled to certain bid protections in the amounts set forth in, and in accordance with the terms of the Bidding Procedures Order, consisting of (i) a break-up fee (the "Break-Up Fee") not to exceed three percent (3%) of the aggregate amount of the Purchase Price and/or (ii) reimbursement of reasonable and documented out of pocket fees and expenses (the "Expense Reimbursement" and together with the Break-Up Fee, the "Stalking Horse Bid Protections"). For the avoidance of doubt, except for the Stalking Horse Bidder, and as otherwise set forth herein, no other party submitting an offer, a Bid, or a Qualified Bid shall be entitled to any Expense Reimbursement, Break Up Fee, termination fee, or similar fee or payment.

Except as otherwise set forth herein, no person or entity, other than a Stalking Horse Bidder, shall be entitled to any Expense Reimbursement, Break Up Fees, "topping," termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for Expense

Reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

*See* Bid. Proc., at § IX.

e. **Modification of the Bidding Procedures**. The Debtors reserve their rights, in consultation with the Consultation Parties, to modify the Bidding Procedures in good faith to further the goal of attaining the highest or otherwise best offer or impose, at or prior to the Auction (if held), additional terms and conditions on the Sale Transaction(s) in any manner that will best promote the goals of the bidding process including, without limitation: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if held); (iv) canceling the Auction; (v) rejecting any or all Bids or Qualified Bids; and (vi) adjusting the applicable Minimum Overbid. Notwithstanding anything to the contrary herein, the Debtors may elect to consummate the Sale with the Successful Bidder or Successful Bidders under section 363 of the Bankruptcy Code (and the CCAA, if applicable) as opposed to pursuant to the Plan.

*See* Bid. Proc., at § XVI.

20. Importantly, the Bidding Procedures recognize and comply with the Debtors' fiduciary obligations to maximize value, and, as such, do not impair the Debtors' ability to consider all Qualified Bids and preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize the value of the Debtors' estates.

## II. The Proposed Schedule.

21. The Debtors are seeking approval of the Bidding Procedures and the proposed sale schedule (the "Schedule") set forth below to establish a clear and open process for the solicitation, receipt, and evaluation of Bids on an efficient timeline that allows the Debtors to consummate one or more Sale Transactions. Moreover, the Debtors, in their sound business judgment, reserve the right, in consultation with the Consultation Parties, to alter the timing of the Schedule as necessary under the circumstances, or to conduct multiple Sale Transactions across one or more than one Auction in order to maximize the value of the estates, in each case in accordance with the Bidding

Procedures. The Debtors respectfully request that the Court approve the Schedule, subject to the Court's availability.

| Action | Description | Deadline |
|---|---|---|
| **Stalking Horse Deadline** | The deadline by which the Debtors may choose a Stalking Horse Bidder and enter into a Stalking Horse APA. | November 17, 2026, at 5:00 p.m. prevailing Eastern Time. |
| **Bid Deadline** | The deadline by which any Acceptable Bidders must submit all binding Bids to be evaluated as Qualified Bids to participate in the Auction, if any. | December 9, 2026, at 5:00 p.m. prevailing Eastern Time. |
| **Auction (if necessary)** | The date and time of the Auction, if one is needed, which will be held at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020. | December 11, 2026, at 10:00 a.m. prevailing Eastern Time. |
| **Notice of Successful Bidder** | As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline), the Debtors will file on the docket, but not serve, a notice identifying the Successful Bidder (as defined in the Bidding Procedures), Assets, and key terms of the agreement. | As soon as reasonably practicable after the conclusion of the Auction (or, if no Auction is held, the Bid Deadline). |
| **Sale Objection Deadline** | The deadline by which objections to the entry of an order by the Court approving any Sale Transaction or objections to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease (the "Sale Objection Deadline") must be filed with the Court and served so as to be actually received by the appropriate notice parties. | December 14, 2026, at 5:00 p.m. prevailing Eastern Time. |
| **Sale Objection Reply Deadline** | Deadline for the Debtors and any other parties supporting the Sale Transaction(s) to respond to any objections to such Sale Transaction(s). | The Debtors and any other parties supporting the Sale Transaction(s) will respond to any objections to such Sale Transactions at the Sale Hearing. |
| **Sale Hearing** | Date for a hearing at which the Court will consider approving any Sale Transaction(s) to one or more prospective purchasers.<br><br>A hearing to consider approval of each Canadian Sale Order shall be scheduled following entry of the applicable Sale Order to the extent a Successful Bid includes Assets of the Canadian Debtors. | December 15, 2026, or such other date as may be scheduled by the Court, at a time to be announced. |

22. The Debtors believe that the proposed timeline provides the Debtors with sufficient opportunity to conclude their Prepetition Sale Process and pursue the highest or otherwise best offer(s) for the Assets without unduly burdening their estates. During the Debtors' Prepetition Sale Process, relevant information regarding the Debtors' business was made available in the Data Room, allowing potential bidders to conduct diligence on the Debtors' business prior to the Petition Date. To the extent any bidder has not previously conducted such diligence, such bidder will have immediate access to the information in the Data Room, subject to the execution of a confidentiality agreement.

23. Moreover, the Debtors will utilize the time prior to, and after, entry of the Bidding Procedures Order to actively market the Assets to solicit higher or otherwise better Bids. In light of the foregoing, the Debtors have determined that the proposed Schedule is in the best interests of the Debtors' estates, is essential for the Debtors' swift emergence from chapter 11 and preserving the value of the Debtors' estates, and will provide interested parties with sufficient opportunity to participate in the Sale Transaction(s).

**III. The Form and Manner of Auction Notice.**

24. The Auction, if needed, will be held on December 11, 2026, at 10:00 a.m., prevailing Eastern Time (or such other date as selected by the Debtors in consultation with the Consultation Parties) at the offices of the Debtors' proposed counsel: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

25. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served on the parties that receive notice of this Motion. In addition, as soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP and publish the Auction Notice, with any

modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any Assets of the Canadian Debtors or Assets that are located in Canada are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir in French (or such other French-language newspaper as the Debtors may select). Any information officer appointed by the Canadian Court in the Canadian Proceedings will also post the Auction Notice on its case website. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

26. The Auction Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale Transaction(s), including the date, time, and place of the Auction (if any), the Bidding Procedures, and the dates and deadlines related thereto. Accordingly, the Debtors request that the form and manner of the Auction Notice be approved and no other or further notice of the Auction be required.

## Basis for Relief

### I. The Relief Sought in the Bidding Procedures Order Is in the Best Interests of the Debtors' Estates and Should Be Approved.

27. "When conducting an asset sale, the ultimate responsibility of the debtor, and the primary focus of the bankruptcy court, is the maximization of the value of the assets sold." John J. Jerome & Robert D. Drain, *Bankruptcy Court is Newest Arena for M&A Action*, N.Y.L.J., June 3, 1991; *see In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (debtor-in-possession "had a fiduciary duty to protect and maximize the estate's assets"); *In re Adams Res. Expl. Corp.*, No. 17-10866, 2017 WL 5493616, at *12 (Bankr. D. Del. May 24, 2017) ("The relief requested in the Sale Motion is a necessary and appropriate step toward enabling the Debtor to maximize the value of its bankruptcy estate, and it is in the best interests of the

Debtor, its estate and its creditors."). To further that goal, bidding procedures and bid protections, such as those proposed here, may be used in court-supervised sales because they streamline the acquisition process, "help to provide an adequate basis by which to compare offers," and maximize value. Jerome & Drain (1991) at 8, col. 4; *see In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) ("The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate."); *In re O'Brien Env't Energy, Inc.*, 181 F.3d 527, 535 (3d Cir. 1999) (recognizing that bid protections "encourage a prospective bidder to do the due diligence that is the prerequisite to any bid by assuring the prospective bidder that it will receive compensation for that undertaking if it is unsuccessful"); *In re Dura Automotive Sys., Inc.*, No. 06-11202, 2007 WL 7728109, at *90 (Bankr. D. Del. Aug. 15, 2007) (recognizing that bidding procedures "intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy sales"); *Off. Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures and bid protections "are important tools to encourage bidding and to maximize the value of the debtor's assets"); *In re Metaldyne Corp.,* 409 B.R. 661, 670 (Bankr. S.D.N.Y. 2009) ("[b]idder protections are granted when a bidder provides a floor for bidding by expending resources to conduct due diligence and allowing its bid to be shopped around for a higher offer"). In overseeing a sale subject to an auction process, the bankruptcy court must weigh:

> on the one hand, providing for an orderly bidding process, recognizing the danger that absent such a fixed and fair process bidders may decline to participate in the auction; and, on the other hand, retaining the liberty to respond to differing circumstances so as to obtain the greatest return for the bankrupt estate.

*In re Fin. News Network, Inc.*, 980 F.2d 165, 166 (2d Cir. 1992). Because the bankruptcy court must perform this balancing act, "a bankruptcy judge's broad discretionary power in conducting

the sale of a debtor's assets should not be narrowed by technical rules mindlessly followed" that "reduce the broad discretion and flexibility a bankruptcy court must necessarily have to enhance the value of the estates before it." *Id.* at 169–70; *see Dura Automotive*, 2007 WL 7728109, at *90 ("The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate."). Where there is a court-approved auction process, the assets are presumed to sell for a full and fair price because the best way to determine value is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "sale transaction does not require an auction procedure[,] [t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

28. Approval of bidding procedures on or around the petition date following the first-day hearing is appropriate where the debtors have demonstrated that such approval will maximize estate value, and this Court has approved bidding procedures on such a timeline several times. *See, e.g., In re Invitae Corporation*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (approving bidding procedures entered one day after the first-day hearing); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (approving bidding procedures entered two days after the first-day hearing); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (approving bidding procedures entered one day after the first-day hearing); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. April 19, 2023) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 13, 2020) (approving bidding procedures entered three days after the first-day hearing).

29. Here, the Debtors submit that the Bidding Procedures are a valid exercise of their business judgment, fair and appropriate under the circumstances, consistent with procedures routinely approved by courts in this circuit, and in the best interest of their estates. Courts have consistently held that a debtor's business judgment is entitled to substantial deference with respect to selling an estate's assets, including with respect to the procedures used to solicit bids in connection with such sale. *See, e.g.*, *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) ("'In determining whether to authorize use, sale or lease of property of the estate under Section 363, courts require the [debtor] to show that a sound business purpose justifies such actions.' If the [debtor's] decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.") (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *Schipper*, 933 F.2d at 515 (internal citations and quotations omitted) ("Under Section 363, the debtor in possession can sell property of the estate . . . if he has an 'articulated business justification' . . . ."); *see Integrated Res.*, 147 B.R. at 656 (applying business judgment rule to bidding procedures and incentives and noting that "[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence").

30. The Debtors believe that the proposed Bidding Procedures will promote active bidding from seriously interested parties. The proposed Bidding Procedures will allow the Debtors to conduct an Auction in a controlled, fair, and open fashion that will encourage participation by financially capable bidders that can demonstrate the ability to consummate a Sale Transaction. In particular, the Bidding Procedures contemplate an open and public marketing process with minimum barriers to entry and provide potential purchasers with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed Bid.

31. The Debtors respectfully submit that the proposed Bidding Procedures will encourage competitive bidding, are appropriate under the relevant standards governing auction proceedings in bankruptcy proceedings, and are consistent with the controlling legal standard in the Third Circuit. Accordingly, the Debtors request that the Court approve the Bidding Procedures as a valid exercise of the Debtors' business judgment.

## II. The Stalking Horse Bid Protections Are Necessary and Appropriate and Should Be Approved.

32. In the event the Debtors seek to appoint a Stalking Horse Bidder, the Debtors seek authority to offer customary bid protections, including the Break-Up Fee, which shall not exceed three percent (3%) of the Purchase Price, and an Expense Reimbursement. The use of a stalking horse in a public auction process for the sale of a debtor's assets is a customary practice in chapter 11 cases, as the use of a stalking horse bid is, in many circumstances, the best way to maximize value in an auction process by "establish[ing] a framework for competitive bidding and facilitat[ing] a realization of that value." *Off. Comm. of Unsecured Creditors v. Interforum Holding LLC*, No. 11-CV-219, 2011 WL 2671254, at *1 (E.D. Wis. July 7, 2011).

33. Generally, bid protections such as a break-up fee and expense reimbursement are a normal and, in many cases, necessary component of stalking horse agreements for assets sold under the Bankruptcy Code. *See Integrated Res.*, 147 B.R. at 659–60 ("Break-up fees are important tools to encourage bidding and to maximize the value of the debtor's assets. . . . In fact, because the . . . corporation has a duty to encourage bidding, break-up fees can be ***necessary*** to discharge [such] duties to maximize value.") (emphasis added). As a result, courts routinely approve such bid protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re Energy Future Holdings Corp.*, 904 F.3d 298 (3d Cir. 2018) (holding that "[T]he allowability of break-up fees . . . depends upon the

requesting party's ability to show that the fees [a]re actually necessary to preserve the value of the estate.") (internal quotations omitted) (alterations in original); *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010); *O'Brien*, 181 F.3d 527. The Debtors believe that the allowance of the Stalking Horse Bid Protections is in the best interests of the Debtors' estates and their creditors, as a Stalking Horse Bidder, if designated, will establish a floor for further bidding that may increase the consideration obtained in exchange for the Assets for the benefit of the Debtors' estates.

34. In the Third Circuit, bid protections such as those proposed here are subject to the general standard used for administrative expenses under section 503 of the Bankruptcy Code. *Energy Future*, 904 F.3d at 313 (citing *O'Brien*, 181 F.3d at 535); *Reliant Energy*, 594 F.3d at 206 (holding that the general standard used for all administrative expenses applies to break-up fees). Thus, "the allowability of break-up fees, like that of other administrative expenses, depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Reliant Energy*, 594 F.3d at 206 (internal quotations omitted) (quoting *O'Brien*, 181 F.3d at 535).

35. The Debtors propose to pay the Stalking Horse Bid Protections only in the event they determine, after good faith, arm's-length negotiations, that designating one or more Stalking Horse Bidder(s) would be necessary and beneficial for the sale process. Without the ability to provide Stalking Horse Bid Protections, certain bidders may elect not to participate in the process at all. The Bidding Procedures do not require the payment of the Stalking Horse Bid Protections. Rather, the Debtors have the option of paying or otherwise incurring such obligations in the event that they determine in their business judgment that offering such Stalking Horse Bid Protections is necessary to foster a competitive bidding process and will create more value for the estates than

they will cost. Granting the Debtors the authority to offer the Stalking Horse Bid Protections sends a strong signal to the market that the Debtors are serious about running a competitive sale process aimed at generating the best result for the Debtors and their estates. To the extent any party objects to the Debtors' granting Stalking Horse Bid Protections, such party's ability to object is preserved, since there will be an objection deadline following the filing of the Stalking Horse Notice and an opportunity for a hearing.

36. The Break-Up Fee shall not exceed three percent (3%) of any proposed purchase price. This is an amount that is well within market for transactions of this type, and which has been routinely approved by courts in this district. *See, e.g.*, *In re Eddie Bauer LLC*, No. 26-11422 (SLM) (Bankr. D.N.J. Feb. 10, 2026) (approving stalking horse bid protections, including a break-up fee not to exceed three percent of the proposed purchase price and reasonable and documented expense reimbursements); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 18, 2023) (approving stalking horse bid protections, including a break-up fee and expense reimbursement, not to exceed three percent or three and a half percent, as applicable, of the proposed purchase price in the aggregate); *In re Cyxtera Tech., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (approving stalking horse bid protections, including a break-up fee not to exceed three percent of the proposed purchase price and reasonable and documented expense reimbursements); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. April 25, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. April 17, 2023) (same).[6]

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

37. Accordingly, for the reasons set forth above, the Debtors respectfully request that the Court grant the Debtors the authority to incur and pay the Stalking Horse Bid Protections to the extent they determine that such protections are necessary to preserve the value of the Debtors' estates.

## III. The Form and Manner of Notice Should Be Approved.

38. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide creditors with twenty-one (21) days' notice of the Auction. Pursuant to Bankruptcy Rule 2002(c), such notice must include the time and place of the Auction and the deadline for filing any objections to such a sale. As soon as reasonably practicable following entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served upon parties that receive notice of this Motion.

39. The Debtors submit that the Auction Notice constitutes good and adequate notice of the Auction and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002 and Local Rule 2002-1. Accordingly, no further notice is necessary and the Debtors request that this Court approve the form and manner of the Auction Notice.

## IV. The Assumption and Assignment Procedures Are Appropriate and Should be Approved.

40. As set forth in detail in Section III of the Bidding Procedures Order, any Sale Transaction will contemplate the assumption and assignment of Executory Contracts and Unexpired Leases (the "Assumed Contracts") to a Successful Bidder (including, for the avoidance of doubt, a Stalking Horse Bidder, if any). In connection with this process, the Debtors believe it is necessary to establish assumption and assignment procedures by which: (a) the Debtors and counterparties to the Executory Contracts or Unexpired Leases (the "Contract or Lease

Counterparties") can reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code; and (b) such Contract or Lease Counterparties can object to the assumption and assignment of the contracts and/or related cure payments in a streamlined and orderly manner. As set forth in the Bidding Procedures Order, the Debtors also request that any Contract or Lease Counterparty that fails to object to the proposed assumption and assignment of any Executory Contract or Unexpired Lease be deemed to consent to the assumption and assignment of the applicable Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code on the terms set forth in the Sale Order, along with the cure payments identified in the Assumption Notice (as defined in the Bidding Procedures Order). *See, e.g., In re Boy Scouts of Am.*, 642 B.R. 504, 569 (Bankr. D. Del. 2022) ("The lack of objection of a [creditor] is also consensual for purposes of § 363 and, again, permissible under § 363(f)(2)."); *In re Christ Hosp.*, No. CIV.A. 14-472 ES, 2014 WL 4613316, at *14 (D.N.J. Sept. 12, 2014) (same); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, at *1 (Bankr. D.N.J. May 11, 2007) (same); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same).

41. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign its executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to section 365 of the Bankruptcy Code, and rejecting test of whether

executory contract was burdensome in favor of whether rejection is within debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code"); *In re S.A. Holding Co., LLC*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (applying the business judgment test in determining whether to approve a contract rejection); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) ("Although the [Bankruptcy Code] does not provide the standard to be applied in determining the propriety of the [debtor's] decision [to assume or reject a contract], most Circuits, including the Third Circuit have adopted the business judgment test.").

42. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code, specifically that a debtor (a) cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract, (b) compensate parties for pecuniary losses arising therefrom, and (c) provide adequate assurance of future performance thereunder. *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988). This section "attempts to strike a balance between two sometimes competing interests, the right of the contracting non-debtor to get the performance it bargained for and the right of the debtor's creditors to get the benefit of the debtor's bargain." *Id.* (quoting *In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)).

43. Here, the Court should approve the decision to assume and assign the Assumed Contracts in connection with any Sale Transaction as a sound exercise of the Debtors' business judgment. ***First***, the Assumed Contracts are necessary to operate the Assets, integral to any

Sale Transaction, and, as such, are essential to inducing the best offer for the Assets. ***Second,*** it is unlikely that any purchaser would want to acquire the Assets unless the Executory Contracts and Unexpired Leases needed to manage the Debtors' day-to-day operations were included in the transaction. ***Third,*** proposed purchase agreements submitted by Potential Bidders likely will provide that the assumption and assignment of the Assumed Contracts is integral to, and inextricably integrated in, any proposed Sale Transaction. ***Finally,*** the Assumed Contracts will be assumed and assigned through the process approved by the Court pursuant to the Bidding Procedures Order and, thus, will be available for review by key constituents in these chapter 11 cases.

44. Moreover, the Debtors submit that the statutory requirements of section 365(b) will be promptly satisfied because (a) each Bid must provide for the payment of all Cure Payments, (b) the Assumption and Assignment Procedures (once approved) provide a clear process by which to resolve disputes over Cure Payments or other defaults, (c) the Debtors will evaluate the financial wherewithal of Potential Bidders to ensure that they can demonstrate adequate assurance of future performance, and (d) the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge proposed Cure Payments or the ability of the Successful Bidder to provide adequate assurance of future performance.

45. The Debtors believe that the Assumption and Assignment Procedures are fair and reasonable, provide sufficient notice to parties to the Executory Contracts and Unexpired Leases, and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtors request that the Court approve the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

## V. The Sale Transaction(s) and the Debtors' Entry into One or More Asset Purchase Agreements Should be Approved as an Exercise of Sound Business Judgment.

46. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification.") (citation omitted); *Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a good business reason).

47. The business judgment rule shields a debtor's decisions from judicial second-guessing. Once a debtor articulates a valid business justification, the business judgment rule "is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company." *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill. 1995) (citations omitted); *In re Filene's Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.") (citations omitted); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[A] presumption of reasonableness attaches to a debtor's management decisions."). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

48. Generally, courts in the Third Circuit have applied four factors in determining whether a sale of a debtor's assets should be approved: (a) whether a sound business purpose exists for the sale; (b) whether the proposed sale price is fair; (c) whether the debtor has provided adequate and reasonable notice; and (d) whether the buyer acted in good faith. *See In re Summit Glob. Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *9 (Bankr. D.N.J. Mar. 26, 2008) (citing *In re Exaeris, Inc*., 380 B.R. 741, 744 (Bankr. D. Del. 2008)); *see also In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 149–50 (3d Cir. 1986) (noting that the element of "good faith" is of particular importance in the Third Circuit); *In re Delaware & Hudson Ry.*, 124 B.R. 169, 176 (D. Del. 1991) ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

**A. A Sound Business Purpose Exists for the Sale Transaction(s).**

49. The Sale Transaction(s) are supported by a sound business purpose—maximizing the value of the Debtors' estates. As previously discussed, it is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold, as the best way to determine value is exposure to the market. *See 203 N. LaSalle St. P'ship*, 526 U.S. at 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 ("[I]t is worth noting that a [section] 363(b) sale transaction does not require an auction procedure. The auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction."). Consequently, the ultimately successful bid, after being subject to a "market check" in the form of the Auction, will constitute, in the Debtors' business judgment, the highest or otherwise best offer for the Assets and will provide a greater recovery for their estates than any known or practicably available alternative. *See, e.g., In re*

*Trans World Airlines, Inc.,* No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "[section] 363(b) sale transaction does not require an auction procedure[,] [t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

50. As noted above, prior to the Bid Deadline, Cascadia will continue to market the Assets, discuss bids with parties that have already been in the process, and solicit offers consistent with the Bidding Procedures. The Debtors will provide Acceptable Bidders with data room access and requested information, and Cascadia will otherwise assist the Debtors with all efforts to increase transaction value. The Debtors will submit additional evidence at the Sale Hearing if necessary to support the results of this process. All of these considerations, together, support the Debtors' pursuit of a Sale Transaction pursuant to the Bidding Procedures.

51. The Debtors' determination to sell the Assets through the competitive process outlined in the Bidding Procedures and subsequently to enter into a purchase agreement with the Successful Bidder is a valid and sound exercise of the Debtors' business judgment. Therefore, the Debtors request that the Court make a finding that the proposed sale of the Assets is a proper exercise of the Debtors' business judgment and is rightly authorized.

**B. Adequate and Reasonable Notice of the Auction and Sale Transactions Will Be Provided.**

52. The Auction Notice: (a) will be served in a manner that provides parties in interest notice of the date, time, and location of the Sale Hearing; (b) informs parties in interest of the deadlines for objecting to the Sale Transaction(s) or the assumption and assignment of the Executory Contracts and Unexpired Leases; and (c) otherwise includes all information relevant to parties interested in or affected by the Sale Transaction(s). Significantly, the form and manner of

the Auction Notice will have been approved by this Court pursuant to the Bidding Procedures Order after notice and a hearing before the Auction Notice is served on parties in interest.

### C. The Sale Transaction(s) Have Been Proposed in Good Faith Without Collusion, and the Successful Bidder Is a "Good-Faith Purchaser."

53. The Debtors request that the Court find the Successful Bidder is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the sale of Assets. Section 363(m) of the Bankruptcy Code provides, in pertinent part, that:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

54. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." *See id*. While the Bankruptcy Code does not define "good faith," courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g., In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)) ("Typically, the misconduct that would destroy a [buyer's] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders."); *In the Matter of Andy Frain Services, Inc.*, 798 F.2d 1113 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608,

610 (S.D.N.Y. 1988) (same) *abrogated on other grounds, Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380 (1993).

55. The Debtors submit that the Successful Bidder will be a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and that the Stalking Horse APA, if any, or the Form APA, and any marked versions thereof, would be a good-faith, arms'-length agreement entitled to the protections of section 363(m) of the Bankruptcy Code.[7]

56. ***First,*** as set forth in more detail above, the consideration to be received by the Debtors from a Successful Bidder will be substantial, fair, and reasonable. ***Second,*** any sale agreement with a Successful Bidder will be the culmination of a competitive Auction process in which all parties will be represented by counsel and all negotiations will be conducted on an arm's-length, good-faith basis. ***Third,*** there is no indication of any "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders," or similar conduct that would cause or permit the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code. *Abbotts Dairies of Pennsylvania*, 788 F.2d at 147 (citing *Rock Indus. Mach. Corp.*, 572 F.2d at 1198). With respect to potential bidders, the Bidding Procedures are designed to ensure that no party is able to exert undue influence over the process. ***Finally***, any Bids that the Debtors ultimately determine to be Successful Bids will have been evaluated and approved by the Debtors in consultation with their advisors and the Consultation Parties. Accordingly, the Debtors believe that the Successful Bidder, if any, and any purchase

[7] The Debtors believe that a finding of good faith within the meaning of section 363(m) of the Bankruptcy Code will be appropriate for any Successful Bidder. Pursuant to the Bidding Procedures, any Successful Bidder will have had to present a proposal in accordance with the Bidding Procedures. In addition, the Debtors will not choose as the Successful Bidder or Back-Up Bidder any entity whose good faith under section 363(m) of the Bankruptcy Code can reasonably be doubted and will be prepared to present the Court with sufficient evidence to allow the Court to find that the "good faith" standard of section 363(m) of the Bankruptcy Code has been satisfied.

agreement associated with a Successful Bid should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

**D. The Sale Transaction(s) Should be Approved "Free and Clear" under Section 363(f) of the Bankruptcy Code.**

57. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

58. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors' sale of the Assets free and clear of all encumbrances, except with respect to any interests that may be assumed liabilities under the applicable purchase agreement. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 354 (E.D. Pa. 1988) (holding that a sale "free and clear" may be approved provided the requirements of at least one subsection are met).

59. The Debtors submit that, to the extent that any interest in the Assets will not be an assumed liability, any such interest in the Assets satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, and any such interest will be adequately protected by either being paid in full at the Closing, or by having it attach to the net proceeds of such Sale Transaction(s), subject to any claims and defenses the Debtors may possess with respect thereto. The Debtors accordingly request authority to convey the Assets to the Successful Bidder

arising from the Auction, if any, free and clear of all encumbrances, with any such encumbrances to attach to the proceeds of the applicable Sale Transaction.

**Relief Under Bankruptcy Rules 6004(h) and 6006(d) Is Appropriate**

60. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." Additionally, Bankruptcy Rule 6006(d) provides that an "order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen (14) day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

61. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the fourteen (14) day stay period, the leading treatise on bankruptcy suggests that the fourteen (14) day stay should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to procedure." 10 *Collier on Bankruptcy* 6004.10 (15th rev. ed. 2006). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

62. To maximize the value received for the Assets, the Debtors seek to close the Sale Transaction(s) as soon as possible after a hearing on the Sale Order. Accordingly, the Debtors hereby request that the Court waive the fourteen (14) day stay period under Bankruptcy Rules 6004(h) and 6006(d).

**Disclosures Under Local Rule 6004-1**

63. Local Rule 6004-1 requires, among other things, that a debtor include the "material terms of the proposed sale" in a sale motion. As set forth in this Motion, the Debtors and their professionals are in the midst of marketing the Assets, the continuation of a process that began almost two months ago. Nevertheless, the Debtors do not, as yet, have a signed agreement. Moreover, because the Debtors continue to negotiate with parties in interest, they cannot, as yet, identify, with any reasonable specificity, the terms of the sale or sales of some or all of the Assets. Accordingly, the Debtors are unable, at this time, to make the disclosures required under Local Rule 6004-1. In the event the Debtors secure one or more Stalking Horse Bidder(s), the Debtors will file a Stalking Horse Agreement and make the requisite disclosures.

**Request for Waiver of Stay**

64. To the extent that the relief sought in this Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their business and preserve the value of their estates.

**Reservation of Rights**

65. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d)

an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien (contractual, common law, statutory, or otherwise) on, security interest in, or other encumbrance on property of the Debtors' estates and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

**No Prior Request**

66. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

67. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Wells Fargo Bank, National Association, as Prepetition ABL Agent; (d) Crystal Financial LLC d/b/a SLR Credit Solutions, as Prepetition Term Loan Agent; (e) Mithaq Capital SPC, as prepetition unsecured lender; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the parties that have expressed interest in purchasing the Assets; and (j) any party that

has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

**WHEREFORE**, the Debtors request that the Court enter an order in the form submitted herewith granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 9, 2026

*/s/ Michael D. Sirota*

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**Exhibit A**

**Proposed Bidding Procedures Order**

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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*Proposed Co-Counsel to the Debtors and*
*Debtors in Possession*

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

**ORDER (I) APPROVING THE BIDDING PROCEDURES AND STALKING HORSE BID PROTECTIONS, (II) SCHEDULING CERTAIN DATES AND DEADLINES WITH RESPECT THERETO, (III) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (IV) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, (V) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF ASSUMED CONTRACTS, (VI) AUTHORIZING THE SALE OF ASSETS, AND (VII) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through and including twenty (20), is **ORDERED**.

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

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Bidding Procedures Order"): (a) authorizing and approving the proposed marketing, auction, and bidding procedures (the "Bidding Procedures") attached hereto as **Exhibit 1**, by which the Debtors will solicit and, if value maximizing, will select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of their Assets; (b) approving the Stalking Horse Bid Protections relating to the Stalking Horse Bidder, if any; (c) establishing certain dates and deadlines related thereto and scheduling an Auction, if needed, to determine the highest or otherwise best Bid available; (d) approving the form and manner of notice of the Auction, if any, and any hearing to approve a sale of some, all, or substantially all of the Debtors' assets, as may be necessary; (e) approving procedures for the assumption and assignment of certain Executory Contracts and Unexpired Leases in connection with the Sale Transaction; and (f) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States

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

Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

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

2. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bidding Procedures, which are fair, reasonable, and appropriate under the circumstances. The Bidding Procedures are designed to maximize value for the benefit of the Debtors' estates, their creditors, and other parties, including with respect to the proposed procedures for providing Stalking Horse Bid Protections as determined by the Debtors in an exercise of their business judgment in accordance with the Bidding Procedures.

3. The Debtors' proposed notice of the Motion and the Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and

the Local Rules, and (iii) adequate and sufficient under the circumstances of these chapter 11 cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to all interested persons and entities.

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

**I. Important Dates and Deadlines.**

5. **The Final Bid Deadline**. December 9, 2026, at 5:00 p.m. prevailing Eastern Time, is the deadline by which all Qualified Bids must be ***actually received*** by the parties specified in the Bidding Procedures.

6. **Stalking Horse Bidders and Stalking Horse Bid Protections**. The Debtors, upon entry of this Order, shall be authorized, but are not obligated or directed, in an exercise of their reasonable business judgment, to designate one or more Stalking Horse Bidders, in consultation with the Consultation Parties, with respect to the applicable Assets and enter into a stalking horse agreement (the "Stalking Horse APA") by no later than November 17, 2026 at 5:00 p.m. (prevailing Eastern time).

7. In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse APA (the "Stalking Horse Notice") and serve the Stalking Horse Notice on

the Stalking Horse Bidder and the U.S. Trustee. The Stalking Horse Notice shall: (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Bid submitted by the Stalking Horse Bidder and what portion (if any) is cash; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Bid submitted by the Stalking Horse Bidder; (d) specify any proposed Stalking Horse Bid Protections (including the amount and calculation thereof); (e) the applicable Assets to which the Stalking Horse Bid relates; (f) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (g) set forth the deadline to object to the Stalking Horse Bidder designation and any Stalking Horse Bid Protections. If there are no objections to the Stalking Horse Notice within two (2) business days of filing with the Court (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party timely files an objection to the Stalking Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available.

8. Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA (the "Stalking Horse Order"), the Debtors, in consultation with the Consultation Parties, are authorized, but not directed, to incur and pay (a) the

Break Up Fee, not to exceed three percent (3%) of the Purchase Price, and (b) the Expense Reimbursement, to one or more Stalking Horse Bidders in accordance with the terms of such Stalking Horse Order and Stalking Horse APA. In accordance with any Stalking Horse Order and Stalking Horse APA, (a) the Stalking Horse Bidder shall provide copies of all invoices submitted in connection with the Expense Reimbursement to counsel to the U.S. Trustee and counsel to any statutory committee appointed in these chapter 11 cases, who shall have five (5) business days' from receipt to review the invoices for reasonableness; (b) in the event that the U.S. Trustee or any statutory committee files with this Court an objection to any such invoice within five (5) business days' of its receipt thereof, the undisputed portion of such invoice shall be paid without further order of the Court, and the portion of such invoice subject to such objection shall not be paid until resolution of such objection by the parties or this Court; and (c) in the event none of the U.S. Trustee or any statutory committee files with this Court an objection to any invoice within five (5) business days' of its receipt thereof, such invoice shall be paid in the manner and subject to the terms and conditions set forth in the Stalking Horse Order and Stalking Horse APA without further order of the Court and shall not be subject to any further review, challenge or disgorgement.

9. Except for the Stalking Horse Bid Protections provided to the Stalking Horse Bidder, if any, no person or entity shall be entitled to any expense reimbursement, break-up fees, "topping," termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for

break-up fees, expense reimbursement, or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

10. **The Auction**. The date and time of the Auction, if needed, is December 11, 2026, at 10:00 a.m. prevailing Eastern Time, which time may be modified by the Debtors, in consultation with the Consultation Parties, upon written notice with the Court. The Auction will be held at the offices of proposed co-counsel to the Debtors: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, or such other place as the Debtors determine. Only the Debtors, the Qualified Bidders, the Consultation Parties, the U.S. Trustee, any information officer appointed by the Canadian Court in the Canadian Proceedings and any other parties as the Debtors, in consultation with the Consultation Parties, may determine in their reasonable discretion, in each case, along with their representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will be entitled to make Overbids (as defined in the Bidding Procedures) at the Auction. The Debtors shall send written notice (e-mail being sufficient) of the date, time, and place of any Auction to the Qualified Bidders no later than two (2) business days before such Auction and will post notice of the date, time, and place of such Auction no later than two (2) business days before such Auction on the website of the Debtors' proposed notice, claims, and solicitation agent, Omni Agent Solutions, Inc. (the "Claims and Noticing Agent") at https://omniagentsolutions.com/TCP. The Debtors may suspend or terminate the auction at any time if the Debtors determine, in consultation with the Consultation Parties, in their reasonable

business judgment, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors.

11. **Notice of Successful Bidder**. As soon as reasonably practicable upon the conclusion of the Auction, if any (or, if no Auction is held, the Bid Deadline), the Debtors shall file a Notice of Successful Bidder.

12. **Sale Objection Deadline**. Objections to the Sale Transaction(s) and the Sale Order must: (a) be in writing and specify the nature of such objection; (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (c) be filed with the Court and served so as to be ***actually received*** by the Debtors by December 14, 2026, at 5:00 p.m., prevailing Eastern Time ("Sale Objection Deadline").

13. **Failure to Object**. If any party fails to timely file with the Court and serve an objection by the Sale Objection Deadline or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to any Sale Transaction(s), such party shall be barred from asserting, at the Sale Hearing or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of any Sale Transaction(s), including the transfer of the applicable Assets to a Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to the Sale Transaction(s) for the purposes of section 363(f) of the Bankruptcy Code; *provided*, that nothing in this Bidding Procedures Order or the Bidding Procedures shall (i)

constitute, or be deemed to constitute, the consent of the Prepetition Agents or any agent under a postpetition financing facility to a sale of any Assets free and clear of the any liens, or (ii) limit, waive, or impair any right of such parties under sections 363(f) or 363(k) of the Bankruptcy Code, or any order of the court, each of which rights are expressly reserved.

14. **The Sale Hearing**. December 15, 2026, at a time to be announced, subject to Court availability, or as soon thereafter as the Debtors may be heard, is the date and time for the hearing for the Court to consider approval of the Successful Bid or Successful Bids, if needed (the "Sale Hearing"). The Sale Hearing may be adjourned, in consultation with the Consultation Parties, in the Debtors' business judgment by announcement in open Court or on the Court's calendar without any further notice required.

## II. The Auction, Bidding Procedures, Auction Notice, and Related Relief.

15. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are incorporated herein and are approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Sale Transaction. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Bidding Procedures Order. The Debtors are authorized to take all actions necessary to implement the Bidding Procedures. Subject to the terms of the Bidding Procedures, the Debtors may modify the Bidding Procedures as necessary or appropriate to maximize the value of their estates.

16. Any deposit (including any Good Faith Deposit) provided by a Qualified Bidder shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement, the Bidding Procedures, or order of this Court, as applicable.

17. The Auction Notice, substantially in the form attached hereto as **Exhibit 2**, is approved. As soon as reasonably practicable following the entry of this Bidding Procedures Order, the Debtors will cause the Auction Notice to be served upon the parties that received notice of the Motion. In addition, as soon as practicable after entry of the Order, the Debtors shall post the Auction Notice on the website of the Debtors' proposed Claims and Noticing Agent, Omni Agent Solutions, Inc., at https://omniagentsolutions.com/TCP and shall publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any Assets of the Canadian Debtors or Assets that are located in Canada are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir in French (or such other French-language newspaper as the Debtors may select).

18. Pursuant to Local Rule 6004-2: (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any bad faith or collusion with respect to the bidding or the Sale Transaction, as set forth in the Bidding Procedures; (b) the Auction shall be

conducted openly and all parties in interest will be permitted to attend; and (c) the bidding at the Auction will be documented, recorded, or videotaped.

**III. The Assumption and Assignment Procedures.**

19. The procedures set forth in paragraph 20 below regarding the assumption and assignment of any Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Successful Bidder, if any, pursuant to section 365(f) of the Bankruptcy Code in connection with any Sale Transaction are approved to the extent set forth herein.

20. The Assumption and Assignment Procedures shall govern the assumption and assignment of all of the Debtors' Executory Contracts and Unexpired Leases to be assumed and assigned in connection with any Sale Transaction, subject to the payment of any amount necessary to satisfy all defaults and actual pecuniary loss to the counterparty resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds and monetary and non-monetary obligations that the relevant counterparty can assert under an Executory Contract or Unexpired Lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to an Executory Contract or Unexpired Lease (the foregoing amounts as stated in the Assumption Notice, the "Cure Payments"):

a. **Notice of Assumption**. As soon as reasonably practicable upon conclusion of any Auction (or, if no Auction is held, the Bid Deadline), the Debtors shall file on the docket and serve a notice of contracts assumed and assigned to any Successful Bidder, in substantially the form attached hereto as **Exhibit 3** (the "Assumption Notice"), via first-class mail on the Contract or Lease Counterparties. The Assumption Notice shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the Executory Contract or Unexpired Lease, (ii) the name of the Contract or Lease Counterparty, (iii) the Debtors' good faith estimates of the Cure Payments, if any, required in connection with the Executory Contract or Unexpired Lease, and (iv) the Sale Objection Deadline; *provided*, however, that service of an Assumption Notice shall not constitute an admission that any Executory Contracts and Unexpired Leases listed thereon is an executory contract or that such stated Cure Payment constitutes a claim against the Debtors or a right against any Successful Bidder, all rights with respect thereto being expressly reserved. Further, the inclusion of a contract on the Assumption Notice is not a guarantee that such contract will ultimately be assumed and assigned.

b. **Cure Payments**. The payment of the applicable Cure Payments by the Debtors and/or the Successful Bidder, as applicable, shall (i) effect a cure of all defaults existing thereunder, (ii) compensate the applicable Contract or Lease Counterparties for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the Executory Contract or Unexpired Lease by the Debtors and the assignment of such Executory Contract or Unexpired Lease to the Successful Bidder, constitute adequate assurance of future performance thereof.

c. **Supplemental Assumption Notice**. To the extent the Debtors, at any time after the Auction (or, if no Auction is held, the Bid Deadline) (i) identify additional Executory Contracts or Unexpired Leases that may be assumed by and assigned to the Successful Bidder, (ii) remove any Executory Contracts or Unexpired Leases from the list attached to the Assumption Notice, and/or (iii) modify the previously stated Cure Payment associated with any Executory Contract or Unexpired Lease, the Debtors will file with this Court and serve in accordance with the noticing procedures approved for the Assumption Notice attached hereto as **Exhibit 3**, a supplemental notice of contract or lease assumption (a "Supplemental Assumption

Notice") on each of the Contract or Lease Counterparties affected by the Supplemental Assumption Notice as soon as is reasonably practicable. Each Supplemental Assumption Notice will include the same information with respect to listed Executory Contracts or Unexpired Leases as was included in the Assumption Notice. Except as otherwise provided in any purchase agreement, the Debtors (in consultation with the Successful Bidder) may add or remove Executory Contracts and Unexpired Leases from the list of Executory Contracts and Unexpired Leases to be assumed in connection with the Sale Transaction(s) at any time up to and including two (2) business days prior to Closing.

d. **Objections**. Objections, if any, to the proposed assumption and assignment or the Cure Payment proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payment, state the Cure Payment alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon (a) proposed counsel to the Debtors, (b) counsel to the Successful Bidder, if any, (c) the Office of the United States Trustee for the District of New Jersey, and (d) any other party that has filed a notice of appearance in these chapter 11 cases, so as to be ***actually received*** **no later than December 14, 2026, at 5:00 p.m., prevailing Eastern Time, or the deadline set forth in a Supplemental Assumption Notice, as applicable**. The Debtors may modify the Sale Objection Deadline and the deadline set forth in a Supplemental Assumption Notice by filing a notice of such modification with the Court.

e. **Dispute Resolution**. In the event that the Debtors and a Contract or Lease Counterparty cannot resolve an objection to a Cure Payment, the Executory Contract or Unexpired Lease at issue may be assumed by the Debtors and assigned to the Successful Bidder; *provided* that the Debtors shall segregate the Cure Payment that the Contract or Lease Counterparty asserts is required to be paid, pending a resolution of the dispute by the Court or mutual agreement by the parties. If an objection to the proposed assumption and assignment of a contract or related Cure Payment proposed in connection with any Sale Transaction remains unresolved as of the Sale Hearing, the Debtors shall seek a hearing before this Court to determine such Cure

Payments, if any, and approve the assumption of the applicable Executory Contracts or Unexpired Leases.

f **Contract or Lease Assumption**. No Executory Contract or Unexpired Lease shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the later of (i) the date the Court has entered an order assuming and assigning such Executory Contract or Unexpired Lease or (ii) the date the Sale Transaction has closed.

21. Any party failing to timely file an objection to the Cure Payments or the proposed assumption and assignment of an Executory Contract or Unexpired Lease listed on the Assumption Notice or a Supplemental Assumption Notice is deemed to have consented to (a) such Cure Payment, (b) the assumption and assignment of such Executory Contract or Unexpired Lease, (c) the related relief requested in the Motion, (d) adequate assurance of future performance, and (e) the applicable Sale Transaction. Such party shall be forever barred and estopped from objecting to the Cure Payments, the assumption and assignment of the applicable Executory Contract or Unexpired Lease, adequate assurance of future performance, the relief requested in the Motion, whether or not applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code, and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder with respect to the applicable Executory Contract or Unexpired Lease.

22. The Debtors shall, at the request of the applicable Executory Contract or Unexpired Lease counterparty, provide evidence to such Executory Contract or Unexpired Lease counterparty that the proposed assignee has the ability to comply with the requirements of adequate assurance

of future performance; *provided* that any such evidence that constitutes nonpublic information shall be provided on a confidential basis. All Bidders are deemed to consent to the transmission of such evidence of adequate assurances of future performance on a confidential basis to counsel for the applicable Executory Contract or Unexpired Lease counterparties via e-mail with such information to be used only for purpose of assessing the applicable Bidder.

23. The inclusion of an Executory Contract or Unexpired Lease in the Assumption Notice or a Supplemental Assumption Notice will not obligate any Debtor to assume such Executory Contract or Unexpired Lease listed thereon or a Successful Bidder to take assignment of such assumed Executory Contract or Unexpired Lease. Only those Executory Contracts and Unexpired Leases that are included on a schedule of assumed and assigned contracts attached to the executed definitive asset purchase agreement with a Successful Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the applicable Successful Bidder. No Executory Contract or Unexpired Lease in the Assumption Notice or a Supplemental Assumption Notice shall be assumed other than in connection with (and concurrently with the effectiveness of) the assignment of such Executory Contract or Unexpired Lease to the applicable Successful Bidder.

**IV. Miscellaneous.**

24. Nothing in this Bidding Procedures Order or the Bidding Procedures shall be deemed a waiver of any rights, remedies or defenses that any party (including the Debtors and the

Stalking Horse Bidder, if any, or any other prospective purchaser) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, or related agreements or any letters of credit relating thereto, or any rights, remedies, or defenses of the Debtors with respect thereto, including seeking Bankruptcy Court relief with respect to the Auction, the Bidding Procedures, the Sale Transaction, and any related items (including, if necessary, to seek an extension of the Bid Deadline).

25. The Debtors, in consultation with the Consultation Parties, may modify any of the dates and deadlines set forth herein without further order of the Court; *provided* that the Debtors will serve notice (with e-mail from proposed co-counsel to the Debtors being sufficient) to any Qualified Bidder, as applicable and appropriate, informing them of such modification. The Debtors are further authorized, but not directed, to conduct multiple Sale Transactions and/or Auctions (as necessary) in substantial conformity with the Schedule and Bidding Procedures established through this Bidding Procedures Order.

26. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Bidding Procedures Order shall not diminish or impair the effectiveness or enforceability of such provision.

27. In the event of any inconsistencies between this Bidding Procedures Order and the Motion and/or the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

28. The Debtors may modify any Good Faith Deposit as necessary or appropriate, based on the Assets being sold.

29. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Bidding Procedures Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Bidding Procedures Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

30. Notwithstanding the relief granted in this Bidding Procedures Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or

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

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

32. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Bidding Procedures Order are immediately effective and enforceable upon its entry.

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

34. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

# Exhibit 1

## Bidding Procedures

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

**BIDDING PROCEDURES FOR THE SUBMISSION, RECEIPT, AND ANALYSIS OF BIDS IN CONNECTION WITH THE SALE OF THE DEBTORS' ASSETS**

On November 8, 2026, each of the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Court"). On November 9, 2026, THE CHILDREN'S PLACE, INC., as proposed foreign representative (if appointed in such capacity, the "Foreign Representative"), commenced ancillary proceedings in Canada (the "Canadian Proceedings") on behalf of the Debtors' estates under Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 the "CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court").

The Debtors propose to, through one or more transactions, sell or dispose of all, substantially all, or any portion of their assets to the highest or otherwise best bidder through a competitive bidding process (each, a "Sale Transaction") designed to generate maximum value for the Debtors, their estates, and other parties in interest followed by a court-supervised wind-down of the Debtors' remaining store operations.

On [__], 2026, the Court entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* (the "Bidding Procedures Order"),[2] approving, among other things, these

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

[2] Capitalized terms used but not defined herein have the meanings ascribed to them later in these Bidding Procedures, in the *Debtors' Motion for Entry of an Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* (the "Bidding Procedures

bidding procedures (the "Bidding Procedures"). These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a marketing process and, if necessary, an auction (the "Auction") for a sale of all, substantially all, or any portion of their assets pursuant to one or more Sale Transactions. On [__], 2026, the Canadian Court granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

Copies of the Bidding Procedures Order or any other documents in the Debtors' chapter 11 cases are available upon request to the Debtors' Claims and Noticing Agent, Omni Agent Solutions, Inc. by calling (866) 205-3149 (U.S. / Canada) or 1 (818) 510-4678 (International) or visiting the Debtors' restructuring website at (https://omniagentsolutions.com/TCP).

## I. The Assets to be Auctioned.

The Debtors seek to sell all, substantially all, or any portion of their assets to the person or entity making the highest or otherwise best Bid through the process outlined in these Bidding Procedures. These assets being marketed in the sale process include substantially all of the Debtors' assets, including, but not limited to, the Debtors' going-concern business, unexpired leases, executory contracts, real property, equipment, inventory, supplies, intellectual property, insurance proceeds, prepaid expenses and deposits, and books and records, in each case, free and clear of all liens, claims, interests, or other encumbrances (collectively, the "Assets").

## II. Public Announcement of the Auction.

As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors shall (a) cause (i) a notice of the Auction substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Auction Notice"), (ii) the Bidding Procedures Order, and (iii) these Bidding Procedures to be served on the parties that received notice of the Bidding Procedures Motion; (b) post the Auction Notice on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/TCP; and (c) publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition) and/or another national publication reasonably acceptable to the Debtors, including, if any Canadian Assets are implicated by the Auction, the *Globe and Mail* (National Edition) in English and in Le Devoir (or such other French-language newspaper as the Debtors may select). Any information officer appointed by the Canadian Court in the Canadian Proceedings will also post the Auction Notice on its case website.

## III. The Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, including to receive access to due diligence materials, a person or entity interested in purchasing some or all of the Assets (a "Potential Bidder") must deliver or have previously delivered to the Debtors and their advisors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

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Motion") filed contemporaneously herewith, or in the Bidding Procedures Order, as applicable.

a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

b. identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale Transaction;

c. a statement of the portion of the Assets that the Potential Bidder intends to acquire;

d. sufficient information to demonstrate that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of any portion, all, or substantially all of the Debtors' Assets, the adequacy of which must be acceptable to the Debtors; and

e. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid.

The Debtors, in consultation with their advisors, and in consultation with the Consultation Parties,[3] will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (such Potential Bidder, an "Acceptable Bidder"). For the avoidance of doubt, any party that has already executed a Confidentiality Agreement and submitted a non-binding indication of interest prior to the Petition Date and, in the judgment of the Debtors, and in consultation with the Consultation Parties, has provided adequate forms of the preliminary documentation requested above, shall be deemed to be an Acceptable Bidder and automatically be authorized to conduct due diligence and submit a Bid. An Acceptable Bidder shall not be eligible to participate in the Auction unless such Acceptable Bidder meets the requirements set forth in Section IV below.

## IV. The Qualified Bid Requirements.

To be eligible to participate in the Auction, an Acceptable Bidder must deliver to the Debtors and their advisors an irrevocable offer to purchase some or all of the Assets in the form of a document signed by the Acceptable Bidder (each, a "Bid"), and shall meet the following criteria, in each case, on or prior to the Bid Deadline:

a. ***Purchased Assets and Assumed Liabilities***. Each Bid must clearly state the following: (i) which particular Assets are to be included in the applicable Sale Transaction; (ii) if applicable, the liabilities and obligations to be assumed, including any cure costs to be assumed; and (iii) any executory contracts

[3] "Consultation Parties" means the Prepetition Agents, any agent under a postpetition financing facility, and any statutory committee appointed in these chapter 11 cases; *provided*, *however*, that to the extent any Prepetition Agent or agent under a postpetition financing facility submits any Bid (including a Credit Bid that is either revocable or subject to amendment) for any Assets, such Prepetition Agent or agent under a postpetition financing facility shall not be a Consultation Party.

(the "Executory Contracts") and unexpired leases (the "Unexpired Leases") proposed to be assumed by the Debtors and assigned to the Acceptable Bidder;

b. ***Good Faith Deposit***. Each Bid must be accompanied by a cash deposit equal to ten percent (10%) of the applicable Purchase Price, to be held in an escrow account to be identified and established by the Debtors (the "Good Faith Deposit"). To the extent that a Bid is modified to increase its proposed Purchase Price at or prior to the Auction, the applicable Acceptable Bidder must adjust its Good Faith Deposit such that it equals ten percent (10%) of the increased aggregate Purchase Price promptly and in no event later than one (1) business day following the conclusion of the Auction. Each Bid shall include a written acknowledgement from the bidder that, in the event of the Acceptable Bidder's breach of, or failure to perform under the applicable purchase agreement, the Debtors and their estates shall be entitled to retain the Good Faith Deposit as part of the damages to the Debtors and their estates resulting from such breach or failure to perform, and the Debtors shall be entitled to pursue all other available legal and equitable remedies that may be available to the Debtors. The Debtors' retention of a Good Faith Deposit shall not constitute a waiver of any of the Debtors' legal or equitable rights relating to a Successful Bidder's or Back-Up Bidder's breach or failure to perform, and all such rights and remedies are preserved;

c. ***Purchase Price***. Each Bid must: (i) clearly specify the purchase price to be paid for the applicable Assets (the "Purchase Price"); (ii) identify separately any cash and non-cash components of the Purchase Price; and (iii) indicate the allocation of the Purchase Price among the applicable Assets (including liabilities and obligations to be assumed in connection with any Sale Transaction), including an allocation of the Purchase Price to any Assets of the Canadian Debtors or other Assets located in Canada. The Purchase Price should be a single point value in U.S. dollars on a cash-free, debt-free basis. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all of the Assets or whether the Bid should be viewed as a separate Bid for one or more sets of Assets;

d. ***Sources of Financing***. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, such Bid must include evidence of committed financing from a reputable financing institution, documented to the satisfaction of the Debtors, that demonstrates that the Acceptable Bidder has received sufficient funding commitments to satisfy the Acceptable Bidder's obligations under the applicable Sale Transaction as well as any other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals and shall have covenants and conditions acceptable to the Debtors. The Debtors will view more positively Acceptable Bidders that have, or have immediate access to, the cash necessary to fund the Purchase Price directly themselves;

e. ***Bid Documents***. Each Bid must include duly executed and non-contingent transaction documents necessary to effectuate any Sale Transaction contemplated in the Bid (the "Bid Documents") and must be submitted by the Bid Deadline. The Bid Documents shall include, at a minimum: (i) a purchase agreement, the form of which will be provided to any Acceptable Bidder prior to the Bid Deadline (the "Form APA"), including the exhibits and schedules related thereto and any related material documents integral to such Bid pursuant to which the Acceptable Bidder proposes to effectuate any Sale Transaction, along with copies that are marked to reflect any amendments and modifications from the Form APA, which amendments and modifications may not be materially more burdensome than the Form APA or otherwise inconsistent with these Bidding Procedures; (ii) a schedule of Executory Contracts and Unexpired Leases proposed to be assumed by the Debtors and assigned to the Acceptable Bidder pursuant to the applicable Bid; (iii) a statement from the Acceptable Bidder specifying what, if any, other materials, conditions, due diligence, documents, exhibits, schedules, and/or ancillary materials are integral to such Bid or the Debtors' consideration thereof; (iv) any other material documents integral to such Bid; and (v) a statement from the Acceptable Bidder that (A) it is prepared to consummate the applicable Sale Transaction, subject to any necessary regulatory approvals, as specified by the Acceptable Bidder in such Bid Documents and (B) to the extent such Acceptable Bid is designated as a Qualified Bid pursuant to these Bidding Procedures, such Qualified Bid will be irrevocable (whether or not such Qualified Bid is selected as the Successful Bid or next highest or otherwise best bid (the "Back-Up Bid")) until the consummation of the applicable Sale Transaction;

f. ***No Qualified Bidder Bid Protections***: Unless such Qualified Bid is selected as a stalking horse bid (a "Stalking Horse Bid"), a Qualified Bid must include a statement that the bid does not entitle such bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement and a waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for the applicable Assets;

g. ***Employee Obligations***. Each Bid must indicate whether the Acceptable Bidder intends to hire all employees of the Debtors. If the Acceptable Bidder does not intend to hire all employees of the Debtors, the Acceptable Bidder must include a description of the Acceptable Bidder's intentions with respect to the relevant members of the Debtors' current management team and other employees who are employed primarily in connection with the applicable Assets, and a description of any contemplated incentive plan, to the extent applicable;

h. ***Contingencies; No Financing or Diligence Outs***. The Bid must not contain any contingencies as to the validity, effectiveness, or binding nature of the Bid, including, without limitation, contingencies for due diligence and inspection or financing of any kind (including any conditions pertaining to financial performance, conditions, or prospects), and all diligence must be completed

before the Bid Deadline;

i. ***Identity & Corporate Authority***. Each Bid must: (i) fully disclose the identity of each entity that will be participating in connection with such Bid (including any equity owners, sponsors, or other co-investors), and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the applicable Sale Transaction on the terms contemplated by the parties; and (ii) include contact information for the specific person(s) and counsel whom the Debtors' advisors should contact regarding such Bid. A Bid must also fully disclose any business relationships, affiliations, or agreements with the Debtors, any other known, potential, prospective bidder, Acceptable Bidder, or Qualified Bidder, or any officer, director, or equity security holder of the Debtors. Each Bid must contain evidence that the Acceptable Bidder has obtained all necessary authorizations or approvals from its shareholders and/or its board of managers or directors, or any other internal and other approvals, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;

j. ***As-Is, Where-Is***. Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the applicable Sale Transaction prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the applicable Assets in making its Bid; (iii) did not rely, is not relying, and will not rely, on or receive from any person or entity (including any of the Debtors or their advisors or other representatives, or any information officer appointed by the Canadian Court in the Canadian Proceedings) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, including regarding the completeness of any information provided in connection therewith, except as expressly stated in the Acceptable Bidder's proposed purchase agreement; and (iv) agrees that, upon Closing, the Debtors shall sell and transfer to the Successful Bidder, and the Successful Bidder shall accept, the Assets identified in the Successful Bidder's proposed purchase agreement, to the extent expressly provided in the Court's order approving the applicable Sale Transaction with respect to such Assets. Neither the Debtors nor any of their advisors will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining or relating to the Assets that the Debtors, any advisor, or any agent representing or purporting to represent the Debtors might have made or furnished, directly or indirectly, orally or in writing, to any person whatsoever unless (with respect to the Debtors only) specifically set forth in the Court's order approving a Sale Transaction with respect to such Assets;

k. ***Adequate Assurance of Future Performance and Information***. Each Bid must: (i) identify the Executory Contracts and Unexpired Leases to be assumed

or assumed and assigned in connection with the applicable Sale Transaction; (ii) provide for payment of Cure Payments (as defined in the Bidding Procedures Order) related to such Executory Contracts and Unexpired Leases by the Acceptable Bidder; (iii) be accompanied by financial and other information (the "Adequate Assurance Information") that, in the Debtors' business judgment, is sufficient and adequate to demonstrate that such Acceptable Bidder (A) has the financial wherewithal and ability to consummate the applicable Sale Transaction, and (B) can satisfy the adequate assurance requirements of sections 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code; and (iv) identify a contact person that parties may contact to obtain additional Adequate Assurance Information;

l. ***Privacy Policies***. The Acceptable Bidder must comply in all respects with the Debtors' consumer privacy practices, which do not restrict the transfer of the personally identifiable information of its customers, and, with respect to the personal information of individuals in Canada, with applicable Canadian federal and provincial privacy legislation, and each Bid must contain a statement acknowledging such compliance;

m. ***No Collusion***. The Acceptable Bidder must acknowledge in writing: (i) that it has not engaged in any collusion with respect to any Bids or the applicable Sale Transaction, including specifying that it did not agree with any Acceptable Bidders or Potential Bidders to control price; and (ii) agree not to engage in any collusion with respect to any Bids, the Auction, or the applicable Sale Transaction. For the avoidance of doubt, this requirement does not restrict Potential Bidder(s) from working with other Potential Bidder(s) with the Debtors' prior written consent (with e-mail from the Debtors' advisors being sufficient);

n. ***Joint Bids***. The Debtors will be authorized to approve joint Bids in their reasonable business judgment on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures;

o. ***Acknowledgement of Compliance with these Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, and Non-Bankruptcy Law***. Each Bid must acknowledge its compliance in all respects with these Bidding Procedures, the Bidding Procedures Order, the Bankruptcy Code, the CCAA and any orders of the Canadian Court in the Canadian Proceedings (if applicable), and any applicable non-bankruptcy law;

p. ***Good Faith Offer***. Each Bid must constitute a good faith, *bona fide* offer to consummate any Sale Transaction;

q. ***Back-Up Bid***. Each Bid shall provide that the Acceptable Bidder will serve as a Back-Up Bidder if the Acceptable Bidder's Bid is, in the Debtors' business judgment, the next highest or otherwise best bid for some or all of the Assets

after the Successful Bid and that, in the event such Bid is chosen as the Back-Up Bid, it shall remain irrevocable until the Debtors and the Successful Bidder consummate the applicable Sale Transaction;

r. ***Regulatory Approvals and Covenants***. Each Bid must set forth each regulatory and third-party approval, if any, required for the Acceptable Bidder to consummate the applicable Sale Transaction and the time period within which the Acceptable Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty days following execution and delivery of the applicable purchase agreement and/or confirmation of the Debtors' chapter 11 plan, those actions the Acceptable Bidder will take to ensure receipt of such approvals as promptly as possible), and any further information necessary for, or related to the likelihood of, obtaining such approvals;

s. ***Expected Closing Date***. Each Bid must state the Acceptable Bidder's expected date of closing of the applicable Sale Transaction (the "Closing"). A Bid by an Acceptable Bidder must be reasonably likely, in the Debtors' business judgment, to be consummated within a time frame acceptable to the Debtors;

t. ***No Fees***. Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed Sale Transaction, and by submitting its Bid(s) is agreeing to disclaim any right to receive any payments or amounts analogous to a break-up fee, expense reimbursement, termination fee, or other similar form of compensation; *provided* that the Debtors are authorized to provide the Stalking Horse Bid Protections (as defined below) to one or more Stalking Horse Bidders (as defined below) in accordance with these Bidding Procedures.

u. ***Adherence to Bidding Procedures***. By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after the conclusion of the Auction;

v. ***Consent to Jurisdiction***. Any Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, to the Auction, the Sale Transaction(s), and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, and the Closing, as applicable, and must also submit to the jurisdiction of the Canadian Court with respect to any matter relating to the Assets of the Canadian Debtors or other Assets located in Canada or any Canadian Sale Order;

w. ***Conditions to Closing***. Each Bid must identify with particularity any

conditions to Closing, including the Executory Contracts and Unexpired Leases for which assumption and assignment is required; and

x. ***Transition Services***. Each Bid must describe the types of transition services, if any, the Acceptable Bidder would require of and/or provide to the Debtors or any of the Debtors' non-Debtor affiliates, including an estimate of the time any such transition services would be required of and/or provided to the Debtors or any of the Debtors' non-Debtor affiliates, and that the Acceptable Bidder will be responsible for the actual costs of providing any such services.

Only Bids fulfilling all of the preceding requirements contained in this Section IV, or otherwise in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, may be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids, as determined in the Debtors' reasonable business judgment in consultation with the Consultation Parties, may be deemed to be "Qualified Bidders."

None of the Debtors, any information officer appointed by the Canadian Court in the Canadian Proceedings or any of their respective advisors or representatives are making or have at any time made any warranties or representations of any kind or character, express or implied, with respect to the Assets and any liabilities and obligations to be assumed in connection with any Sale Transaction, including, but not limited to, any warranties or representations as to operating history or projections, valuation, governmental approvals, the compliance of any Sale Transaction with governmental laws, the truth, accuracy, or completeness of any documents related to the Assets, or any other information provided by or on behalf of the Debtors to a bidder, or any other matter or thing regarding the Assets. All Acceptable Bidders must acknowledge and agree that upon closing the Debtors shall sell and transfer to the Successful Bidder and the Successful Bidder shall accept the applicable Assets, except to the extent expressly provided in the Court's Sale Order and the Canadian Court's Sale Order, if applicable. None of the Debtors, any information officer appointed by the Canadian Court in the Canadian Proceedings or any of their respective advisors or representatives will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining or relating to the Assets that the Debtors, any advisor, or any agent representing or purporting to represent the Debtors might have made or furnished, directly or indirectly, orally or in writing, to any person whatsoever unless (with respect to the Debtors only) specifically set forth in the Court's Sale Order and the Canadian Sale Order (as defined below), if applicable.

There shall be no communications between or among Potential Bidders and/or Acceptable Bidders unless the Debtors' advisors have authorized such communication in writing (with e-mail from the Debtors' advisors being sufficient). The Debtors reserve the right, in their business judgment, in consultation with the Consultation Parties, to disqualify any Potential Bidders or Acceptable Bidders that have made communications between or among themselves without the prior authorization of the Debtors. For the avoidance of doubt, the joining of Bids between Potential Bidders or Acceptable Bidders may be permitted by the Debtors in their business judgment, in consultation with the Consultation Parties.

In advance of the Auction, as is reasonably practicable, the Debtors shall determine which Acceptable Bidders are Qualified Bidders, in consultation with the Consultation Parties, and will

notify the Acceptable Bidders whether their Bids constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. The Debtors shall not consider any Bid that they deem is not a Qualified Bid; *provided* that, if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors, in consultation with the Consultation Parties, may provide (but shall not be obligated to provide) the applicable Acceptable Bidder with the opportunity to remedy any deficiencies prior to the Auction. The Debtors shall have the right, in their business judgment, to deem a Bid a Qualified Bid even if such Bid does not conform to one or more of the requirements above.

## V. The Right to Credit Bid.

Notwithstanding anything set forth in these Bidding Procedures, any Qualified Bidder who has a valid, perfected, and unavoidable lien on any Assets of the Debtors' estates (each, a "Secured Creditor") shall have the right, subject to any intercreditor subordination agreement enforceable under section 510(a) of the Bankruptcy Code, to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured (each, a "Credit Bid").

Any Credit Bid made by a Secured Creditor or their respective assignees, as applicable, will be deemed to be a cash Bid solely for purposes of evaluating Bids (including evaluating Qualified Bids and subsequent Bids). Any Secured Creditor who submits a Credit Bid that satisfies the requirements of these Bidding Procedures before the Bid Deadline shall be deemed to be an Acceptable Bidder, shall be deemed to have submitted a Qualified Bid, and may participate in any Auction with respect to any Assets constituting collateral of such Secured Creditor. For the avoidance of doubt, the Prepetition Agents and any agent under a postpetition financing facility may, to the extent permitted by their applicable loan documents and subject to the terms of the Intercreditor Agreement (as defined in the First Day Declaration), Credit Bid all or any portion of the outstanding Prepetition Obligations, and any obligations under such postpetition financing facility, as applicable. Any Credit Bid shall be a Qualified Bid without the need to provide any Deposit, and the Prepetition Agents and any agent under a postpetition financing facility shall each be a Qualified Bidder in connection with any such Credit Bid and shall not be required to satisfy the requirements of Section IV of these Bidding Procedures with respect to minimum bidding amounts, Good Faith Deposits, financing, or Adequate Assurance Information or any Back-up Bidder requirements. Notwithstanding the foregoing, any Credit Bid in respect of Assets of the Canadian Debtors or other property in Canada shall provide for the payment in cash on closing of all amounts secured by any charges granted by the Canadian Court in the Canadian Proceedings, and any other liens, charges, or encumbrances on such Assets, that rank in priority to the liens of the applicable Secured Creditor, unless otherwise agreed by the holders thereof.

## VI. Obtaining Due Diligence Access.

Only Acceptable Bidders shall be eligible to receive due diligence information, access to the Debtors' electronic data room, and additional non-public information regarding the Debtors; *provided* that such access may be terminated by the Debtors in their reasonable discretion, including if: (a) an Acceptable Bidder does not become a Qualified Bidder; (b) the Debtors determine any bidder is no longer an Acceptable Bidder; or (c) these Bidding Procedures are terminated. ***No Acceptable Bidder will be permitted to conduct any due diligence without entry***

***into a Confidentiality Agreement***. Beginning on the date the Debtors determine that a party is an Acceptable Bidder, or as soon as reasonably practicable thereafter, the Debtors will provide such Acceptable Bidder with access to an electronic data room and reasonable due diligence information, as requested by such Acceptable Bidder, as soon as reasonably practicable after such request.

Acceptable Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors. The due diligence period will end on the Bid Deadline, and after the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment, have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a Sale Transaction. For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, or otherwise presents a *bona fide* competitive or strategic concern, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

**A. Communications with Acceptable Bidders (including Qualified Bidders).**

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Acceptable Bidders (including any Qualified Bidders) shall be through the Debtors' proposed investment banker, Cascadia Capital, LLC ("Cascadia").

**The Debtors have designated Lorie Beers and Carl Comstock of Cascadia to coordinate all reasonable requests for additional information and due diligence access. They may be reached at lbeers@cascadiacapital.com and ccomstock@cascadiacapital.com.**

**B. Due Diligence from Acceptable Bidders (including Qualified Bidders).**

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors, in consultation with the Consultation Parties, regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated Sale Transaction. Failure by an Acceptable Bidder (including any Qualified Bidder, other than the Stalking Horse Bidder, if any) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, in consultation with the Consultation Parties, that such bidder is no longer an Acceptable Bidder or that a Bid made by such bidder is not a Qualified Bid.

## VII. The Bid Deadline.

Binding Bids must be submitted in writing to the following parties (the "Notice Parties") so as to be ***actually received*** no later than 5:00 p.m. (prevailing Eastern Time) on December 9, 2026 (the "Bid Deadline"): proposed co-counsel to the Debtors: (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten, Esq. (svanaalten@coleschotz.com), Justin R. Alberto, Esq. (jalberto@coleschotz.com), and Daniel J. Harris, Esq. (dharris@coleschotz.com); and Cascadia, 477 Madison Avenue, Floor 18, New York, New York 10022, Attn: Lorie Beers (lbeers@cascadiacapital.com) and Carl Comstock (ccomstock@cascadiacapital.com).

The Debtors may, in consultation with the Consultation Parties, extend the Bid Deadline for any reason whatsoever in their business judgment for all or certain Acceptable Bidders.

## VIII. Evaluation of Qualified Bids.

The Debtors shall evaluate Qualified Bids and identify the Qualified Bid, or combination of Qualified Bids that are, in the Debtors' business judgment, in consultation with the Consultation Parties, the highest or otherwise best Qualified Bid or combination of Qualified Bids for the Assets, as applicable (the "Starting Bid").

When determining the highest or otherwise best Qualified Bid or combination of Qualified Bids, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which may include, but is not limited to, assumed liabilities; (b) the number, type, and nature of any changes to the Form APA requested by each bidder in connection with each proposed asset purchase agreement, including the Assets to be acquired; (c) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (e) the Debtors' regulatory requirements; (f) the tax consequences of such Qualified Bid; (g) whether the Qualified Bid contemplates a Sale Transaction that would be consummated through a Plan or a sale pursuant to section 363 of the Bankruptcy Code (and the CCAA, if applicable); (h) the certainty of a Qualified Bid leading to a confirmed chapter 11 Plan, and (i) any other consideration that may impact the Debtors or their stakeholders. Prior to commencing the Auction, the Debtors shall notify the Stalking Horse Bidder, if any, and all Qualified Bidders as to which Qualified Bid is the Starting Bid for the Auction with respect to the applicable Assets. At such time, the Debtors shall also distribute copies of the Starting Bid to the Stalking Horse Bidder, if any, and each Qualified Bidder.

## IX. The Stalking Horse Bid Protections.

Pursuant to the Bidding Procedures Order, the Debtors may designate, in consultation with the Consultation Parties, one or more Bidders to be a stalking horse bidder (each a "Stalking Horse Bidder"), which are entitled to certain bid protections in the amounts set forth in, and in accordance

with the terms of the Bidding Procedures Order, consisting of (a) a break-up fee (the "Break-Up Fee") not to exceed three percent (3%) of the aggregate amount of the Purchase Price and/or (b) reimbursement of reasonable and documented out of pocket fees and expenses (the "Expense Reimbursement" and together with the Break-Up Fee, the "Stalking Horse Bid Protections"). For the avoidance of doubt, except for the Stalking Horse Bidder, and as otherwise set forth herein, no other party submitting an offer, a Bid, or a Qualified Bid shall be entitled to any Expense Reimbursement, Break-Up Fee, termination fee, or similar fee or payment.

In the event that the Debtors receive multiple Qualified Bids, at any time until November 17, 2026, at 5:00 p.m. (prevailing Eastern Time), the Debtors shall be authorized, but not obligated, in their reasonable business judgment, in consultation with the Consultation Parties, to (a) select one or more Acceptable Bidders to act as the Stalking Horse Bidder in connection with the Auction, and (b) in connection with any stalking horse agreement with a Stalking Horse Bidder (a "Stalking Horse APA") (i) agree to provide the Stalking Horse Bid Protections, consisting of (A) a Break-Up Fee not to exceed three percent (3%) of the Purchase Price and (B) reimbursement of the reasonable and documented out of pocket fees and expenses of such Stalking Horse Bidder(s).

In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two (2) business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse APA (the "Stalking Horse Notice") and serve the Stalking Horse Notice on the Stalking Horse Bidder and the U.S. Trustee. The Stalking Horse Notice shall: (a) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) set forth the amount of the Bid submitted by the Stalking Horse Bidder and what portion (if any) is cash; (c) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Bid submitted by the Stalking Horse Bidder; (d) specify any proposed Stalking Horse Bid Protections (including the amount and calculation thereof); (e) specify which Assets the Bid submitted by the Stalking Horse Bidder includes; (f) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (g) set forth the deadline to object to the Stalking Horse Bidder designation and any Stalking Horse Bid Protections. If there are no objections to the Stalking Horse Notice within two business days of filing with the Court (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party timely files an objection to the Stalking Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available.

Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA (the "Stalking Horse Order"), the Debtors, in consultation with the Consultation Parties, are authorized, but not directed, to incur and pay (a) the Break-Up Fee in an amount not to exceed three percent (3%) of the proposed Purchase Price and (b) the Expense Reimbursement to each Stalking Horse Bidder in accordance with the terms of such Stalking Horse Order and Stalking Horse APA.

Except as otherwise set forth herein, no person or entity, other than a Stalking Horse Bidder, shall be entitled to any Expense Reimbursement, Break-Up Fees, "topping," termination,

or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for Expense Reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

**X. No Qualified Bids.**

If no Qualified Bids other than a Bid submitted by a Stalking Horse Bidder, if any, are received for the Assets included in such Stalking Horse Bid by the applicable Bid Deadline, then the Debtors, in consultation with the Consultation Parties, may cancel the Auction with respect to such Assets. If any Stalking Horse Bid is the only Qualified Bid received by the applicable Bid Deadline, the Debtors may decide, in their business judgment, in consultation with the Consultation Parties, to designate such Stalking Horse Bid as the Successful Bid as to the applicable Assets and pursue entry of an order approving a Sale Transaction with respect to such Assets to the Stalking Horse Bidder pursuant to the Stalking Horse APA. The Debtors shall, as soon as reasonably practicable, file notice of any cancellation of the Auction and/or designation of the Stalking Horse Bid, where applicable, as the Successful Bid with the Court.

**XI. The Auction.**

Except as expressly set forth herein, if the Debtors receive more than one Qualified Bid for any particular Assets or portion of Assets by the Bid Deadline, the Debtors shall conduct the Auction to determine the Successful Bidder (or Back-Up Bidder, as applicable) in their reasonable business judgment with respect to such Assets or portion of Assets in accordance with the Auction Procedures.

The Auction, if necessary, shall commence on December 11, 2026 at 10:00 a.m. (prevailing Eastern Time), or such later time or other place as the Debtors determine. The Auction shall be held at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

The Auction, if necessary, will be conducted in accordance with the following procedures (the "Auction Procedures"):

a. except as otherwise provided herein, only Qualified Bidders shall be entitled to bid at the Auction;

b. the Qualified Bidders, including the Stalking Horse Bidder, if any, must appear in person or through duly authorized representatives at the Auction; *provided* that Qualified Bidders may appear through a duly authorized representative bearing a valid and enforceable power of attorney or other written proof evidencing their ability to bind the applicable Qualified Bidder, which document(s) shall be delivered to the Debtors and their advisors prior to the commencement of the Auction;

c. only the Debtors, Qualified Bidders, the Consultation Parties, the U.S. Trustee, if applicable, any information officer appointed by the Canadian Court in the Canadian Proceedings, and such parties' representatives and advisors may attend the Auction;

d. the Debtors, with the assistance of their advisors, shall direct and preside over any Auction;

e. at the commencement of the Auction, the Debtors may announce modified or additional procedures for conducting the Auction and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive bid(s), or otherwise modify these Bidding Procedures;

f. bidding shall begin with the Starting Bid;

g. subsequent bids (each, an "Overbid") may only be made at the Auction and shall be at least (i) a $250,000 increase in cash, cash equivalents, or other such consideration that the Debtors, in their reasonable business judgment, deem equivalent over the previous bid *plus* (ii) in the event that the Debtors have entered into a Stalking Horse APA to which the Overbid relates, the aggregate amount of Stalking Horse Bid Protections (including, for the avoidance of doubt, any Break-Up Fees and/or Expense Reimbursements) under such Stalking Horse APA (a "Minimum Overbid"), and each successive Overbid shall exceed the then-existing Overbid by an incremental amount that is not less than the Minimum Overbid. The Debtors may, in their reasonable business judgment, in consultation with the Consultation Parties, announce increases or reductions to the Minimum Overbid at any time during the Auction. For the avoidance of doubt, each successive Bid that a Qualified Bidder may submit at the Auction must contain a Purchase Price in cash, cash equivalents, or such other consideration that the Debtors, in their reasonable business judgment deem equivalent that exceeds the then existing highest Bid by at least the amount of the Minimum Overbid; *provided*, that a Credit Bid may be increased at the Auction on a dollar for dollar basis by additional Credit Bid amounts, and no credit bidder shall be required to include cash consideration in any overbid except as required by section 363(k) of the Bankruptcy Code or any order of the court, each of which rights are expressly reserved;

h. each Qualified Bidder will be permitted a reasonable time, as determined by the Debtors, to respond to previous bids at the Auction; *provided* that, unless the Debtors determine otherwise, a failure to respond and submit successive bid(s) at the Auction may result in disqualification from participating in the Auction;

i. during the course of the Auction, the Debtors shall, after the submission of each Overbid, promptly inform each Qualified Bidder of the terms of the previous bids and inform each Qualified Bidder which Overbid(s) reflect, in the Debtors' view, the highest or otherwise best bid(s) with respect to the Assets;

j. the Debtors may require each Qualified Bidder to submit an Overbid with respect to each round of bidding in order to remain eligible to participate in the Auction, and, to the extent a Qualified Bidder fails to submit an Overbid with respect to such round of bidding, the Debtors may disqualify such Qualified Bidder from continuing to participate in the Auction;

k. the Auction will be transcribed to ensure an accurate recording of the bidding at the Auction;

l. each Qualified Bidder will be required to confirm on the record that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Transaction. For the avoidance of doubt, this requirement does not restrict Qualified Bidder(s) from working with other Qualified Bidder(s) with the Debtors' prior written consent (with e-mail from the Debtors' advisors being sufficient);

m. each Qualified Bidder will be required to confirm on the record that its Bid is a good faith, *bona fide* offer and that it intends to consummate the applicable Sale Transaction if selected as the Successful Bid in accordance with these Bidding Procedures (as may be modified in accordance herewith at the Auction);

n. subject to each Debtor's fiduciary obligations, including as set forth herein, the Court and the Debtors will not consider Bids made after the Auction has concluded;

o. the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court approving a Successful Bid, any Bid that the Debtors determine is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures, the CCAA or any orders of the Canadian Court in the Canadian Proceedings (if applicable), or the terms and conditions of the applicable Sale Transaction; or (iii) contrary to the best interests of the Debtors, their estates, and/or their stakeholders;

p. the Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the Sale Transaction contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction;

q. the Debtors, in consultation with the Consultation Parties, may choose to adjourn the Auction one or more times to, among other things: (i) facilitate discussions between the Debtors and Qualified Bidders; (ii) allow Qualified Bidders the opportunity to consider how they wish to proceed; and (iii) allow Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Sale Transaction at the prevailing amount, or to clarify any Bid; and

r. the Debtors reserve the right to further amend, waive, or otherwise modify the Auction Procedures at any time, in consultation with the Consultation Parties.

For the avoidance of doubt, nothing in these Bidding Procedures, including the Auction Procedures, will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as determined by the Debtors in consultation with counsel).

## XII. Acceptance of the Successful Bid.

The Auction shall continue until: (a) there is only one Qualified Bid or a combination of Qualified Bids with respect to all or any portion of the Assets that the Debtors determine, in their reasonable business judgment and in a manner consistent with the exercise of their fiduciary duties and outlined below in further detail, and in consultation with the Consultation Parties, is the highest or otherwise best Bid to purchase the applicable Assets (each, a "Successful Bid"); and (b) the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors, at which point, the Auction will be closed.

When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which may include, but is not limited to, assumed liabilities; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (d) the Debtors' regulatory requirements; (e) the tax consequences of such Qualified Bid; (f) whether the Qualified Bid contemplates a Sale Transaction that would be consummated through a Plan or a sale pursuant to section 363 of the Bankruptcy Code (and the CCAA, if applicable); (g) the certainty of a Qualified Bid leading to a confirmed chapter 11 Plan, and (h) any other consideration that may impact the Debtors or their stakeholders.

Any Qualified Bidder that submits a Successful Bid will be deemed a "Successful Bidder" with respect to the Assets contemplated for purchase pursuant to such Successful Bid. The Debtors shall file notice of the Successful Bid and the Successful Bidder with the Court as soon as reasonably practicable after conclusion of the Auction (or if no Auction is held, the Bid Deadline). Following conclusion of the Auction and selection of one or more Successful Bidders, the Debtors shall present the results of the Auction at a hearing with the Court and shall seek the Sale Order, among other things, (a) making certain findings from the Court regarding the Auction, including, among other things, that (i) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure, and (iii) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the Assets and is in the best interests of the Debtors' estates, and (b) authorizing the applicable Debtors to enter into one or more binding purchase agreements with the Successful Bidder or Successful Bidders on the terms of the Successful Bid or Successful Bids; *provided* that, notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any Debtor to take or refrain from taking any action

that the Debtors determined, in consultation with counsel, would be inconsistent with applicable law or its fiduciary obligations under applicable law. If applicable, the Foreign Representative shall seek an Order of the Canadian Court (the "Canadian Sale Order") pursuant to section 49 of the CCAA, among other things, (x) recognizing and enforcing the Sale Order in Canada, and (y) if necessary, approving the sale of the Assets of the Canadian Debtors or Assets otherwise located in Canada to the applicable Successful Bidder or Successful Bidders in accordance with the applicable binding purchase agreement or binding purchaser agreements.

Within one business day of the selection of the Successful Bidder, such Successful Bidder (including both the Stalking Horse Bidder, if any, and Back-Up Bidder, if applicable) shall make a cash deposit, in addition to its Good Faith Deposit, in an amount calculated on the basis of the increased aggregate purchase price such that the Successful Bidder's total cash deposit is equal to ten percent (10%) of the aggregate purchase price contemplated in the Successful Bid, which amount shall be submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement. Each Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

**XIII. The Designation of a Back-Up Bidder.**

The party that submits the Back-Up Bid, if any, to purchase any applicable Assets (the "Back-Up Bidder") will be determined by the Debtors, in consultation with the Consultation Parties, at the conclusion of the Auction and will be announced at that time to all the Qualified Bidders participating in the Auction. The Debtors' selection of a Back-Up Bid shall be deemed final, and the Debtors shall not accept any further bids or offers to submit a bid after such selection. The Debtors will be authorized, but not required, to consummate the Sale Transaction with the Back-Up Bidder without further order of the Court (or the Canadian Court, if applicable), so long as such Back-Up Bid shall have been approved in connection with the Court's (and Canadian Court's, if applicable) approval of the Successful Bid, or, if not, subject to Court (and Canadian Court, if applicable) approval.

If, for any reason, a Successful Bidder fails to consummate the purchase of the applicable Assets within the time permitted, then the Back-Up Bidder will, unless otherwise determined by the Debtors in their business judgment, automatically be deemed to have submitted the Successful Bid, and the Back-Up Bidder shall be deemed a Successful Bidder and shall be required to consummate any Sale Transaction with the Debtors as soon as is reasonably practicable without further order of the Court (or Canadian Court, if applicable). To the extent any objections to such sale are raised and remain unresolved, the Court (and Canadian Court, if applicable) may schedule a hearing on an expedited basis to adjudicate such objections.

The Back-Up Bid shall remain open and irrevocable until the earliest to occur of (a) ninety days following the hearing to consider the applicable order approving the Sale Transaction(s) (the "Sale Order"), (b) the effective date of a chapter 11 Plan, (c) the consummation of the applicable Successful Bids, and (d) the release of such Back-Up Bid by the Debtors in writing (the "Back-Up Termination Date"). The Debtors shall return the Back-Up Bidder's deposit owed within five business days of the Back-Up Termination Date.

## XIV. Approval of the Sale Transaction(s).

A hearing to consider approval of each Sale Transaction (the "Sale Hearing"), is currently scheduled to take place on December 15, 2026, at a time to be announced, or as soon thereafter as the Debtors may be heard, before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey at 50 Walnut Street, Newark, New Jersey 07102, or conducted consistent with the procedures established pursuant to the Court's standing orders. A hearing to consider approval of each Canadian Sale Order shall be scheduled to the extent a Successful Bid includes Assets of the Canadian Debtors or Assets otherwise located in Canada.

At the Sale Hearing, the Debtors shall present the results of the Auction at a hearing and shall seek the Sale Order, among other things (a) making certain findings from the Court regarding the Auction, including, among other things, that (i) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure, and (iii) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the Assets and is in the best interests of the Debtors' estates, and (b) authorizing the applicable Debtors to enter one or more binding purchase agreements with the Successful Bidder or Successful Bidders on the terms of the Successful Bid or Successful Bids. **The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending notice to creditors or other parties in interest prior to, or by making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (including any Stalking Horse Bidder, if any). The Sale Hearing may be the confirmation hearing with respect to the Debtors' Plan**. If applicable, the Foreign Representative shall seek the Canadian Sale Order, from the Canadian Court in the Canadian Proceedings as soon as reasonably practicable following entry of the applicable Sale Order.

Objections to the Sale Transaction(s) and the Sale Order must: (a) be in writing and specify the nature of such objection; (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court; and (c) be filed with the Court and served so as to be ***actually received*** by the Debtors by December 14, 2026, at 5:00 p.m., prevailing Eastern Time.

## XV. Return of Good Faith Deposit.

The Good Faith Deposit(s) of the Successful Bidder or Successful Bidders, if any, will, upon consummation of the Successful Bid or Successful Bids, become property of the Debtors' estates and be credited to the portion of such Successful Bidder's or Successful Bidders' applicable Purchase Price.

If the Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable), if any, fails to consummate the Successful Bid or Successful Bids (or Back-Up Bid or Back-Up Bids, if applicable), then the Good Faith Deposit(s) of such Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to all rights, remedies, or causes of action that may be available to the Debtors.

The Good Faith Deposits of any unsuccessful Qualified Bidders (except for any Back-Up Bidder or Back-Up Bidders and any Stalking Horse Bidders) will be returned within five (5) business days after consummation of the applicable Sale Transaction or upon the permanent withdrawal of the applicable proposed Sale Transaction.

The Good Faith Deposit(s) of any Back-Up Bidder or Back-Up Bidders, if any, will be returned to such Back-Up Bidder or Back-Up Bidders no later than five business days of the Back-Up Termination Date.

The return of any Good Faith Deposits of any Stalking Horse Bidders will be subject to the terms of the applicable Stalking Horse APA. All such Good Faith Deposits shall be held in escrow and at no time shall be deemed property of the Debtors' estates absent further order of the Court.

**XVI. Reservation of Rights.**

The Debtors reserve their rights to modify these Bidding Procedures in good faith to further the goal of attaining the highest or otherwise best offer or impose, at or prior to the Auction (if held), additional terms and conditions on the Sale Transaction(s) in any manner that will best promote the goals of the bidding process including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if held); (d) canceling the Auction; (e) rejecting any or all Bids or Qualified Bids; and (f) adjusting the applicable Minimum Overbid. Notwithstanding anything to the contrary herein, the Debtors may elect to consummate the Sale with the Successful Bidder or Successful Bidders under section 363 of the Bankruptcy Code (and the CCAA, if applicable) as opposed to pursuant to the Plan.

**XVII. Consent to Jurisdiction.**

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the Sale Transaction(s), and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to any Sale Transaction if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties. Further, all Qualified Bidders at the Auction will also be deemed to have attorned to the jurisdiction of the Canadian Court with respect to any matter relating to the Assets of the Canadian Debtors or other property in Canada or any Canadian Sale Order.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Court on an expedited basis.

**XVIII. Fiduciary Out.**

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale Transaction or these Bidding Procedures, to the extent such Debtor, board of directors, board of managers, or such similar governing body determines, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, until the entry of the Sale Order, the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each, an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

**XIX. Commissions.**

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers shall be paid by the applicable Potential Bidder at such Potential Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale Transaction including the Assets.

**Exhibit 2**

**Auction Notice**

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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**NOTICE OF SALE BY AUCTION AND SALE HEARING**

**PLEASE TAKE NOTICE** that, on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order")[2] in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). On [_], 2026, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

**PLEASE TAKE FURTHER NOTICE** that the Debtors are soliciting offers for the purchase of all, substantially all, or any portion of their assets (the "Assets") consistent with the bidding procedures (the "Bidding Procedures") approved by the Court pursuant to the Bidding Procedures Order. **All interested bidders should carefully read the Bidding Procedures and the Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Bidding Procedures Order, the Bidding Procedures or the Bidding Procedures Order, as applicable, shall govern in all respects.

**PLEASE TAKE FURTHER NOTICE** that the deadline by which all binding bids must be actually received pursuant to the Bidding Procedures is **December 9, 2026, at 5:00 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the "Auction") of the Assets **on December 11, 2026, at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed co-counsel to the Debtors: White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

**PLEASE TAKE FURTHER NOTICE** that only the Debtors, the U.S. Trustee, the Qualified Bidders, the Consultation Parties, any information officer appointed by the Canadian Court in the Canadian Proceedings, and any other parties as the Debtors, in consultation with the Consultation Parties, may determine in their reasonable discretion, in each case, along with their representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will be entitled to make Overbids (as defined in the Bidding Procedures) at the Auction. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.** Copies of the Bidding Procedures, the Bidding Procedures Order, and any other related documents are available upon request to the Debtors' Claims and Noticing Agent, Omni Agent Solutions, Inc., by calling (866) 205-3149 (U.S. / Canada) or

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

(818) 510-4678 (International) or visiting the Debtors' restructuring website at https://omniagentsolutions.com/TCP.

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Sale Transaction(s) at a hearing scheduled to commence on December 15, 2026, at a time to be announced, subject to Court availability, or as soon thereafter as the Debtors may be heard (the "Sale Hearing") before the Honorable Stacey L. Meisel, United States Bankruptcy Judge, in Courtroom 3A of the United States Bankruptcy Court for the District of New Jersey at 50 Walnut Street, Newark, New Jersey 07102, or conducted consistent with the procedures established pursuant to the Court's standing orders. A hearing to consider approval of each Canadian Sale Order may be scheduled once the Debtors determine whether a Successful Bid is likely to include Assets of the Canadian Debtors or Assets otherwise located in Canada.

**PLEASE TAKE FURTHER NOTICE** that, except as otherwise set forth in the Bidding Procedures Order, objections to the consummation or approval of the Sale Transaction(s) and any objections to proposed cure payments or the assumption and assignment of Executory Contracts or Unexpired Leases, must (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** on or before **December 14, 2026, at 5:00 p.m., prevailing Eastern Ti**me, by the following parties: (i) the Debtors, THE CHILDREN'S PLACE, INC., 500 Plaza Drive, Secaucus, New Jersey 07094, Attn: [ ● ] ([●]); (ii) proposed co-counsel to the Debtors, (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine (wusatine@coleschotz.com), Seth Van Aalten, Esq. (svanaalten@coleschotz.com), Justin R. Alberto, Esq. (jalberto@coleschotz.com), and Daniel J. Harris, Esq. (dharris@coleschotz.com).

**CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION**

**ANY PARTY OR ENTITY THAT FAILS TO TIMELY MAKE AN OBJECTION TO A SALE TRANSACTION, ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE APPLICABLE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS MAY BE SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT OR THE PLAN, AS APPLICABLE.**

Dated: [●], 2026

*/s/ DRAFT*

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**Exhibit 3**

**Assumption Notice**

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**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

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

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

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** ATTACHED HERETO.

**PLEASE TAKE NOTICE** that on [●], 2026, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Approving the Bidding Procedures and Stalking Horse Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing the Sale of Assets, and (VII) Granting Related Relief* [Docket No. [__]] (the "Bidding Procedures Order")[2] in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). On [__], 2026, the Ontario Superior Court of Justice (Commercial List) granted an order, among other things, recognizing and enforcing the Bidding Procedures Order in Canada.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder the Executory Contracts and Unexpired Leases listed on **Exhibit A** to which you are a counterparty, upon approval of any Sale Transaction. The Debtors have conducted a review of their books and records and have determined that the Cure Payment under such Executory Contract or Unexpired Lease is as set forth on **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Payment, object to a proposed assignment to the Successful Bidder of your Executory Contract or Unexpired Lease, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Contract, your objection must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting Contract or Lease Counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served and **actually received no later than December 14, 2026, at 5:00 p.m. (prevailing Eastern Time) (the "Sale Objection Deadline")** by the Court and the following parties: (i) proposed co-counsel to the Debtors (A) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn.: Gregory F. Pesce (gregory.pesce@whitecase.com); Andrew F. O'Neill (aoneill@whitecase.com); Amanda Parra Criste (aparracriste@whitecase.com); and Varoon Sachdev (varoon.sachdev@whitecase.com), and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota (msirota@coleschotz.com); Warren A. Usatine

[2] Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

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**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Payments, the proposed assignment and assumption of any Executory Contract or Unexpired Lease, or adequate assurance of the Successful Bidder's ability to perform is filed by the Sale Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Executory Contract or Unexpired Lease, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of any Sale Transaction.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease or related Cure Payments in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing shall be heard at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the listing of any Executory Contract or Unexpired Lease on the Assumption Notice or any Supplemental Assumption Notice does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed or assumed and assigned by the Debtors, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-closing basis.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts or Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

Dated: [●], 2026

*/s/ DRAFT*

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**Exhibit A**

**Schedule of Assumed and Assigned Executory Contracts and Unexpired Leases**

**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

**APPLICATION RECORD**

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