AlixPartners

Pre-Filing Report of AlixPartners Restructuring, Inc. as Proposed Information Officer 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

November 12, 2026

Contents Page

1.0 INTRODUCTION....1

1.1 Purposes of this Report 4

1.2 Scope and Terms of Reference 6

1.3 Currency 7

2.0 ALIXPARTNERS' QUALIFICATIONS TO ACT AS INFORMATION OFFICER 7

3.0 BACKGROUND 7

3.1 The Company and its Business 7

3.1.2 Canadian Leases 9

3.1.3 Canadian Employees 10

3.2 Financial Position.....11

3.3 Integration of the Canadian Debtors with the U.S. Debtors 11

3.4 Capital Structure 11

3.5 Security Review 13

3.6 Cash Management System.....15

3.7 Intercompany Transactions 15

3.8 Centre of Main Interest 16

4.0 EVENTS PRECEDING THE CHAPTER 11 PROCEEDINGS 17

4.1 Restructuring Initiatives and the Sale Process.....18

4.2 The Store Closing Sales.....20

4.3 The Proposed DIP Financing.....22

5.0 FIRST DAY ORDERS 29

6.0 PROPOSED CHARGES.....36

6.1 Administration Charge.....37

6.2 Directors' Charge 37

6.3 DIP Charges 38

7.0 ACTIVITIES OF THE PROPOSED INFORMATION OFFICER 39

8.0 CONCLUSION AND RECOMMENDATION 40

Appendices

Appendix ..... Tab
Interim Stay Order dated November 9, 2026 ..... A
Endorsement of the Honourable Justice Black dated November 9, 2026 ..... B
Consent to Act of AlixPartners Restructuring, Inc. dated November 8, 2026 C
Consulting Agreement ..... D

AlixPartners

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

PRE-FILING REPORT OF ALIXPARTNERS RESTRUCTURING, INC. AS PROPOSED INFORMATION OFFICER

November 12, 2026

1.0 Introduction

1. On November 8, 2026 (the "**Petition Date**"), The Children's Place, Inc. ("**TCP, Inc.**"), and certain of its affiliates (collectively with TCP, Inc., the "**Chapter 11 Debtors**"), including TCP Investment Canada I Corp. ("**TCP Investment I**"), TCP Investment Canada II Corp. ("**TCP Investment II**") and The Children's Place (Canada), LP ("**TCP Canada LP**" and, together with TCP Investment I and TCP Investment II, the "**Canadian Debtors**") commenced proceedings (the "**Chapter 11 Proceedings**") in the United States Bankruptcy Court for the District of New Jersey (the "**U.S. Court**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") (Case No. 26-22682 (SLM)).[1]

2. On November 9, 2026, TCP, Inc., in its capacity as the then proposed foreign representative of the Chapter 11 Debtors in the Chapter 11 Proceedings, sought and obtained an order (the "**Interim Stay Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, from the Ontario Superior Court of Justice

[1] The Chapter 11 Debtors other than the Canadian Debtors are referred to in this Report as the "**U.S. Debtors**". The Chapter 11 Debtors, together with certain of their non-debtor affiliates, are referred to in this Report as the "**Company**".

(Commercial List) (the "**Court**"). Among other things, the Interim Stay Order granted an interim stay of proceedings in favour of the Chapter 11 Debtors and their respective property and business in Canada, as well as their directors and officers, pending the hearing of the Foreign Representative's (as defined below) application for the Initial Recognition Order and the Supplemental Order (each as defined below) (the "**Comeback Hearing**"), which is scheduled to be heard on November 13, 2026. Copies of the Interim Stay Order and the accompanying endorsement of the Honourable Justice Black dated November 9, 2026, are attached as Appendices "A" and "B", respectively.

3. The purpose of the Chapter 11 Proceedings and these recognition proceedings under Part IV of the CCAA (these "**Recognition Proceedings**") is to create a stabilized environment in which the Chapter 11 Debtors may preserve and maximize the value of their assets by continuing orderly store closing sales while, in parallel, pursuing a marketing process to solicit higher and better bids for the sale of their operational assets and intellectual property, including as a going concern. As described in Section 4.0 below, the Chapter 11 Debtors are pursuing these alternatives on a dual-track basis: store closing sales have commenced at all of the Company's retail stores in the United States and Canada, including all 56 of the Canadian stores, under the Consulting Agreement (as defined below), while the Chapter 11 Debtors and their investment banker continue to engage with prospective purchasers. The Consulting Agreement permits the Chapter 11 Debtors to withdraw stores from the store closing sales should a going-concern transaction become actionable. To obtain certain of the relief necessary to continue operating in the ordinary course and to facilitate such value-maximizing transactions, the Chapter 11 Debtors filed several first day motions in the Chapter 11 Proceedings on or about the Petition Date (collectively, the "**First Day Motions**").

4. Following a hearing of the First Day Motions on November 10, 2026 (the "**First Day Hearing**"), the U.S. Court entered the following orders, among others (collectively, the "**First Day Orders**"):

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

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

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

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

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

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

(g) Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage and the Surety Standby Letters of Credit Entered into Prepetition and Pay Related Prepetition Obligations, (B) Renew, Supplement, Modify, or Purchase Insurance, Surety Coverage, and Letters of Credit, and (C) Continue to Pay Broker Fees and Honor Obligations Under Premium Financing Agreements and (II) Granting Related Relief (the "**Interim Insurance Order**");

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

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

(j) 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 "**Interim Critical Vendors Order**");

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

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

(m) 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**");

(n) 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**"); and

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

5. As discussed below, TCP, Inc., in its capacity as the foreign representative of the Chapter 11 Debtors appointed pursuant to the Foreign Representative Order (in such capacity, the "**Foreign Representative**"), now seeks the Court's recognition of the Chapter 11 Proceedings as a "foreign main proceeding" and of TCP, Inc. as the "foreign representative" of the Chapter 11 Debtors, the recognition of certain of the First Day Orders pursuant to the CCAA, the appointment of AlixPartners Restructuring, Inc. ("**AlixPartners**") as the information officer in these Recognition Proceedings (if appointed in such capacity, the "**Information Officer**"), and the granting of certain super-priority charges.

6. This pre-filing report (this "**Report**") has been prepared and will be filed with the Court by AlixPartners in its capacity as the proposed information officer in these Recognition Proceedings (in such capacity, the "**Proposed Information Officer**").

1.1 Purposes of this Report

1. The purposes of this Report are to provide:

(a) the qualifications of AlixPartners to act as the Information Officer in these Recognition Proceedings;

(b) background information concerning the Chapter 11 Debtors, the Chapter 11 Proceedings and these Recognition Proceedings;

(c) the Proposed Information Officer's views regarding the Foreign Representative's application for an order (the "**Initial Recognition Order**"), among other things:

(i) declaring that the centre of main interests of each of the Chapter 11 Debtors, including the Canadian Debtors, is the United States;

(ii) recognizing the Chapter 11 Proceedings as a "foreign main proceeding" and TCP, Inc. as the "foreign representative" of the Chapter 11 Debtors in respect of the Chapter 11 Proceedings, as such terms are defined in section 45 of the CCAA; and

(iii) declaring that the Interim Stay Order shall be of no further force or effect upon the Initial Recognition Order and the Supplemental Order becoming effective;

(d) the Proposed Information Officer's views regarding the Foreign Representative's application for an order (the "**Supplemental Order**"), among other things:

(i) appointing AlixPartners as the Information Officer;

(ii) recognizing certain of the First Day Orders;

(iii) granting a stay of proceedings in favour of the Chapter 11 Debtors and their Property and Business (each as defined in the proposed Supplemental Order) in Canada, as well as the Chapter 11 Debtors' directors and officers;

(iv) granting a charge on the Property of the Canadian Debtors in Canada in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer, up to a maximum amount of USD$650,000, as security for their respective professional fees and disbursements incurred in these Recognition Proceedings (the "**Administration Charge**");

(v) granting a charge on the Property of the Canadian Debtors in Canada in favour of the directors and officers of the Canadian Debtors, up to a maximum amount of CAD$1,975,000, as security for the Canadian Debtors' indemnification obligations under the proposed Supplemental Order (the "**Directors' Charge**");

(vi) granting charges on the Chapter 11 Debtors' Property in Canada (other than the Property in Canada of The Children's Place (Barbados) Inc.) in favour of the DIP Agents (as defined below), for and on behalf of themselves and the other DIP Credit Parties (as defined in the Interim DIP Order), consistent with the liens and charges created by or set forth in the Interim DIP Order, to secure the obligations of the Chapter 11 Debtors under the DIP Facilities (as defined below) (collectively, the "DIP Charges"); and

(e) the Proposed Information Officer's recommendation that the Court grant the relief sought by the Foreign Representative.

1.2 Scope and Terms of Reference

1. In preparing this Report, the Proposed Information Officer has relied upon unaudited financial information prepared by the Chapter 11 Debtors' representatives, the Chapter 11 Debtors' books and records, the Morando Affidavit, the First Day Declaration, the Beers Declaration (as defined below) and the DIP Motion (each as defined below), and discussions with the Chapter 11 Debtors' Canadian counsel, Bennett Jones LLP ("**Bennett Jones**"), and the Chapter 11 Debtors' financial advisor, Berkeley Research Group, LLC ("**BRG**").

2. The Proposed Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants of Canada Handbook* (the "**Handbook**") and, accordingly, the Proposed Information Officer expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Additionally, the Proposed Information Officer has not examined or reviewed forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Handbook.

3. Future oriented financial information relied upon in this Report is based on the Chapter 11 Debtors' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

4. Additional detail regarding the Chapter 11 Debtors, their business, corporate structure, prepetition capital structure, indebtedness, interdependence and centralized management is provided in the Affidavit of Rudolph Morando sworn November 9, 2026 (the "**Morando Affidavit**") and the Declaration of Rudolph Morando dated November 9, 2026 filed in the Chapter 11 Proceedings (the "First Day Declaration"). The First Day Declaration, the First Day Motions, the First Day Orders and other information regarding the Chapter 11 Proceedings are available free of charge on the case website maintained by Omni Agent Solutions, Inc., the Chapter 11 Debtors' claims and noticing agent at https://cases.omniagentsolutions.com/?clientId=3814 (the "**Docket**"). If

AlixPartners is appointed as the Information Officer, it intends to establish a case website at https://cdncases.alixpartners.com/experience/case/tcp (the "**Case Website**"), to make available copies of the orders granted in these Recognition Proceedings, as well as other relevant materials, reports (including this Report) and other information.

1.3 Currency

1. All currency references in this Report are to U.S. dollars, unless otherwise stated.

2.0 AlixPartners' Qualifications to Act as Information Officer

1. AlixPartners is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended. AlixPartners has consented to act as the Information Officer if the Court grants the proposed Initial Recognition Order and Supplemental Order sought by the Foreign Representative. A copy of AlixPartners' consent to act as the Information Officer, dated November 8, 2026, is attached as Appendix "C".

2. AlixPartners[2] has extensive experience in domestic and cross-border restructuring proceedings under the CCAA, including as the Court-appointed information officer in the recognition proceedings commenced by Eddie Bauer LLC, De Cloet Greenhouse Mfg. Ltd., Revlon Inc., RGN-National Business Centers, Paladin Labs Inc. and KidKraft Inc. While not directly applicable to proceedings under Part IV of the CCAA, AlixPartners is not subject to any of the restrictions set out in subsection 11.7(2) of the CCAA and is not aware of any conflict of interest that would prevent it from acting as the Information Officer if so appointed.

3.0 Background

1. This section provides an overview of the Company and the Canadian Debtors' business and operations in Canada, the Chapter 11 Debtors' financial position and prepetition capital structure, the Cash Management System and the Intercompany Transactions (each as defined below), and the Chapter 11 Debtors' centre of main interests, in each case as described in the Morando Affidavit and the First Day Declaration.

3.1 The Company and its Business

1. Founded in 1969 and headquartered in Secaucus, New Jersey, the Company is one of the only pure-play children's specialty retailers in North America, operating under the flagship "The Children's Place" and "Gymboree" brands. "The Children's Place" is the Company's core value-oriented brand, and "Gymboree" provides a differentiated, more premium product offering. The Company designs, contracts to manufacture and sells apparel, accessories and footwear predominantly at value prices through

[2] KSV Restructuring Inc. was acquired by AlixPartners on June 1, 2026. Certain of the appointments referred to above were held by KSV Restructuring Inc. at the time of the applicable proceedings, and the personnel who carried out those mandates form part of the AlixPartners restructuring practice in Canada.

an omni-channel network comprising retail stores, digital storefronts, wholesale marketplaces and international franchise and wholesale partners. TCP, Inc., the ultimate parent of each of the Chapter 11 Debtors, is a Delaware corporation whose common stock trades on the Nasdaq Global Select Market under the symbol "PLCE". In 2024, Mithaq Capital SPC ("**Mithaq**"), a Cayman company, acquired more than 50% of the outstanding common stock of TCP, Inc. and became its controlling stockholder. At around the same time, Mithaq provided approximately $168.6 million of subordinated indebtedness to the Company, a portion of which was used to pay down indebtedness then owed to Wells Fargo (as defined below), and in 2025 Mithaq increased its holdings of common stock through a rights offering in exchange for a further reduction of its unsecured debt. Mithaq is TCP, Inc.'s largest stockholder, beneficially owning approximately 61.1% of its outstanding common stock as of August 14, 2026.

2. As of the Petition Date, the Company's global retail and wholesale network included two digital storefronts, 512 stores in North America, wholesale marketplaces and 323 international points of distribution in 13 countries through various international franchise and wholesale partners. As of the Petition Date, 56 of the Company's stores were located in Canada. The Company designs, sources and contracts to manufacture the substantial majority of its branded products through a network of sourcing offices operated by non-debtor foreign subsidiaries, and the Chapter 11 Debtors operate an approximately 700,000-square-foot distribution centre in Fort Payne, Alabama and utilize third-party distribution facilities to support e-commerce fulfilment and other operations, including a third-party distribution centre in Mississauga, Ontario that has historically supported Canadian e-commerce fulfilment.

3. The Canadian Debtors carry on the Company's business in Canada. The Proposed Information Officer understands that:

   (a) TCP Canada LP is a limited partnership formed under the *Limited Partnerships Act* (Ontario) with its declared principal place of business in Mississauga, Ontario. TCP Canada LP is the Company's sole operating entity in Canada: it operates all of the Company's retail stores in Canada, carries on the Company's Canadian e-commerce business, is the tenant under substantially all of the Canadian Leases (as defined below) and employs all of the Canadian Employees (as defined below);

   (b) TCP Investment II and TCP Investment I are Nova Scotia unlimited companies with registered offices in Halifax, Nova Scotia, and are, respectively, the general partner and the limited partner of TCP Canada LP. Each is a holding entity that does not carry on an operating business or have any employees, and each is a direct, wholly owned subsidiary of TCP Worldwide Holdings Limited, a non-debtor Hong Kong subsidiary of TCP, Inc. (and, accordingly, an indirect, wholly owned subsidiary of TCP, Inc.). TCP Investment II, as

general partner, executes leases and other agreements on behalf of TCP Canada LP.

4. Other than the operation of the Canadian retail stores, the Canadian Debtors have a limited corporate and administrative presence in Canada. TCP Canada LP's books and records are kept at the Chapter 11 Debtors' headquarters in Secaucus, New Jersey, and TCP Canada LP maintains a small office in Mississauga, Ontario. The directors of TCP Investment I and TCP Investment II are located in the United States.

3.1.2 Canadian Leases

1. As of the Petition Date, TCP Canada LP conducted business through 56 leased retail locations across nine provinces (Ontario (26), Alberta (8), Québec (8), British Columbia (5), Manitoba (3), Saskatchewan (3), Newfoundland and Labrador (1), Nova Scotia (1) and New Brunswick (1)) pursuant to leases with more than 25 third-party landlords (the "**Canadian Leases**"), including, among others, Primaris, Morguard, Cushman & Wakefield, JLL, Ivanhoé Cambridge and Cadillac Fairview. Of the Canadian retail locations, 21 are co-located "The Children's Place" and "Gymboree" stores and the remaining 35 operate under "The Children's Place" banner only; there are no standalone "Gymboree" stores in Canada. The Canadian Debtors do not own any real property. The aggregate monthly base rent under the Canadian Leases is approximately USD $750,000.

2. As is typical of retail leases in Canada, many of the Canadian Leases provide that the insolvency of the tenant, or the taking of steps to restructure or compromise its debts, is an event of default. The Proposed Information Officer understands that, in light of its liquidity position, TCP Canada LP did not pay the rent that fell due on November 1, 2026, under substantially all of the Canadian Leases,[3] and that the November rent for the Canadian stores is to be paid following the Petition Date (the "**Stub Rent**") in accordance with the orders of the U.S. Court and the Approved Budget (as defined below).

3. The Approved Budget contemplates that the Stub Rent will be paid in March 2027, and that all other rent will be paid current through the date of the applicable lease's rejection or termination. The timing for payment of the Stub Rent was raised by counsel to certain U.S. landlords at the First Day Hearing. The U.S. Court scheduled a status conference in the Chapter 11 Proceedings on November 23, 2026, with respect to the timing for payment of Stub Rent and did not order that such Stub Rent be paid immediately. Given that the Canadian landlords and U.S. landlords (which represent the vast majority of the Chapter 11 Debtors' retail locations) are being treated equally at this time, all Stub Rent is expected to be paid in March 2027, and the U.S. Court has scheduled a status conference in the very near term to address the payment of the Stub Rent, the proposed Information Officer is of the view that it is appropriate, at this time, to await the outcome of

[3] Under a small number of the Canadian Leases, rent for November is not payable until on or about November 15 or 20, 2026.

such status conference and any negotiations among the Chapter 11 Debtors and their landlords.

3.1.3 Canadian Employees

1. As of the Petition Date, the Company employed approximately 7,210 employees, approximately 6,911 of whom were employed by the Chapter 11 Debtors. As of October 27, 2026, 749 employees were employed by TCP Canada LP and located in Canada (collectively, the "**Canadian Employees**"). Substantially all of the Canadian Employees work in the Canadian retail stores (739 in store sales roles and six in field management roles), with a small number working remotely in regional management, human resources and information technology roles. Of the Canadian Employees, 140 are full-time and 609 are part-time, and 681 are paid hourly. None of the Canadian Employees are unionized or covered by a collective bargaining agreement.

2. The Proposed Information Officer understands that certain of the U.S. Debtors' employees were terminated prior to the Petition Date in connection with the Chapter 11 Debtors' cost-reduction initiatives and store closures and that, as of November 6, 2026, 16 such former U.S. employees were owed prepetition severance. The Proposed Information Officer further understands that no reductions to the Canadian workforce were implemented prior to the Petition Date.

3. Payroll for the Canadian Employees is processed through OneSource Virtual, a third-party payroll service provider that also processes the payroll for the Company's U.S. and Puerto Rico employees. The Canadian Employees are paid bi-weekly, approximately one week in arrears; the most recent Canadian payroll, paid on October 30, 2026, was approximately CAD$580,900 in gross wages, and the aggregate annualized base pay of all active Canadian Employees is approximately $13.7 million.

4. There is no registered pension plan for the Canadian Employees. TCP Canada LP offers eligible Canadian Employees a group registered retirement savings plan and deferred profit-sharing plan (together, the "**Canadian Retirement Plans**") and, for eligible full-time Canadian Employees, medical, dental and vision coverage (the "**Canadian Health Insurance Plans**") and short-term and long-term disability, life insurance and accidental death and dismemberment benefits (the "**Manulife Benefits**"), in each case administered by Manulife.

5. The Proposed Information Officer understands that all payroll is current, that TCP Canada LP is current on its required contributions to the Canadian Retirement Plans and that the Canadian Debtors have an estimated accrued vacation pay liability of approximately $252,357 in respect of full-time Canadian Employees as of the Petition Date.

3.2 Financial Position

1. As set out in the Morando Affidavit, the Company's net sales declined from approximately $1.386 billion in fiscal 2024 to approximately $1.209 billion in fiscal 2025, and comparable retail sales declined by approximately 8.4% during fiscal 2025. For the 26 weeks ended August 1, 2026, net sales declined by approximately 15.4% to approximately $457.0 million from approximately $540.1 million in the corresponding prior-year period. The Company recorded a net loss of approximately $84.1 million for the first half of fiscal 2026.

2. In fiscal 2025, Canadian sales were approximately $92.5 million, representing approximately 7.7% of the Company's consolidated net sales, of which approximately $52 million was generated through the Canadian retail stores and approximately $40.5 million through the Canadian e-commerce channel.

3. As of the Petition Date, the Company reported approximately $141.2 million of accounts payable on a consolidated basis. The Company also incurs material ordinary-course obligations to merchandise vendors, landlords, freight and logistics providers, payment processors, technology providers, taxing authorities and other counterparties. As of the date of the Morando Affidavit, the Canadian Debtors estimated that they owed approximately $1.3 million of unsecured claims to third parties.

3.3 Integration of the Canadian Debtors with the U.S. Debtors

1. The Chapter 11 Debtors function as a single commercial enterprise through common management, a centralized cash management system, coordinated purchasing and sourcing, shared logistics and centralized administrative functions. The Proposed Information Officer understands that the Canadian Debtors rely on the U.S. Debtors for the intercompany services necessary to operate and manage the Canadian business, including inventory procurement (such as production and design), executive management, finance, treasury, real estate, human resources, legal, information technology and merchandising services, and that the Canadian Debtors' strategic direction is set on a consolidated basis by the Chapter 11 Debtors' management team located in the United States.

2. The Canadian Debtors' principal intercompany relationships with the U.S. Debtors and with the Company's non-debtor affiliates, including the license of the Company's intellectual property to TCP Canada LP, the sourcing services provided to TCP Canada LP and the intercompany loans and balances between the Canadian Debtors and TCP, Inc., are described in Section 3.7 below.

3.4 Capital Structure

1. As set out in the Morando Affidavit and the First Day Declaration, the Chapter 11 Debtors' funded indebtedness as of November 6, 2026, may be summarized as follows:

Facility	Agent / Lender	Security	Approx. Amount Outstanding ($ million)
ABL Credit Facility	Wells Fargo Bank, National Association	First priority on substantially all assets (other than Term Priority Collateral); second priority on Term Priority Collateral	130.5
SLR Term Loan	Crystal Financial LLC d/b/a SLR Credit Solutions	First priority on Term Priority Collateral; second priority on ABL Priority Collateral	100.0
Mithaq Term Loans	Mithaq Capital SPC	Unsecured; subordinated to the Prepetition Credit Facilities	151.1
Total			381.6

2. The Chapter 11 Debtors' funded debt obligations consist of the following:

   (a) The ABL Credit Facility – TCP, Inc., The Children's Place Services Company, LLC, TCP Canada LP, TCP Brands, LLC and The Children's Place International, LLC, as borrowers, certain other Chapter 11 Debtors, as guarantors, Wells Fargo Bank, National Association ("**Wells Fargo**"), as administrative agent and collateral agent (in such capacity, the "**ABL Agent**"), and the lenders party thereto are parties to an Amended and Restated Credit Agreement originally dated as of May 9, 2019 (as amended through the Ninth Amendment thereto dated as of September 24, 2026, the "**ABL Credit Facility**"), which provides for a $350.0 million asset-based revolving credit facility. The Proposed Information Officer understands that the obligations under the ABL Credit Facility are secured on substantially all of the Chapter 11 Debtors' assets, and as it relates to priority, pursuant to an Intercreditor Agreement (as defined below), the security interest of the ABL Agent ranks first on all assets other than the Term Priority Collateral (as defined in the Intercreditor Agreement), in which Term Priority Collateral the ABL Agent holds a second priority security interest. As of November 6, 2026, the Debtors had approximately $110.6 million of outstanding borrowings and approximately $19.9 million of outstanding letters of credit under the ABL Credit Facility.

   (b) The SLR Term Loan – On December 16, 2025, the borrowers under the ABL Credit Facility entered into a term loan agreement with Crystal Financial LLC d/b/a SLR Credit Solutions ("**SLR**") and other affiliated SLR entities, as lenders, and SLR, as administrative agent and collateral agent (the "**Term Loan Agent**"), providing for a $100.0 million term loan (as amended through the First Amendment thereto dated as of September 24, 2026, the "**SLR Term Loan**" and,

together with the ABL Credit Facility, the "**Prepetition Credit Facilities**"), the net proceeds of which were used to partially pay down borrowings under the ABL Credit Facility. The SLR Term Loan matures on the earlier of December 16, 2030, and certain other dates specified therein, and is secured on substantially all of the Chapter 11 Debtors' assets and as it relates to priority, pursuant to the Intercreditor Agreement, the Term Loan Agent holds a first priority security interest in certain specified intellectual property, real estate, furniture, fixtures, equipment and equity interests, and a second priority security interest in the ABL Priority Collateral (as defined in the Intercreditor Agreement). As of the Petition Date, $100.0 million remained outstanding under the SLR Term Loan. The relative priority of the ABL Agent's and the Term Loan Agent's respective liens is governed by an Intercreditor Agreement dated as of December 16, 2025 (the "**Intercreditor Agreement**").

(c) The Mithaq Term Loans – The Chapter 11 Debtors are also party to a series of four unsecured and subordinated promissory notes with Mithaq dated February 29, 2024, April 16, 2024, July 1, 2026, and September 24, 2026 (collectively, the "**Mithaq Term Loans**"), the proceeds of which were used to partially pay down borrowings under the ABL Credit Facility, pay a portion of vendor accounts payable and fund working-capital requirements. In aggregate, approximately $151.1 million remained outstanding under the Mithaq Term Loans as of the Petition Date. The Mithaq Term Loans are subordinated in payment priority to the obligations under the Prepetition Credit Facilities pursuant to a Second Amended and Restated Subordination Agreement dated as of December 16, 2025, among Wells Fargo, SLR, Mithaq and the Chapter 11 Debtors (as amended through the First Amendment thereto dated as of September 24, 2026).

3. The Canadian Debtors' obligations in respect of the Chapter 11 Debtors' funded indebtedness may be summarized as follows:

(a) TCP Canada LP is a borrower, and each of TCP Investment I and TCP Investment II is a guarantor, under each of the Prepetition Credit Facilities. Each of them has granted security over all of its present and after-acquired personal property in favour of each of the ABL Agent and the Term Loan Agent, including: in the case of (i) TCP Canada LP, by way of hypothecs registered in Québec and (ii) TCP Investment II, by way of hypothecs registered in Quebec; and

(b) TCP Canada LP, TCP Investment I and TCP Investment II are guarantors under the Mithaq Term Loans, which are unsecured and subordinated in payment priority to the Prepetition Credit Facilities.

3.5 Security Review

1. In anticipation of these Recognition Proceedings, the Proposed Information Officer requested that its independent legal counsel, Stikeman Elliott LLP ("**Stikeman**"), review the loan and security documentation relating to each

of the ABL Credit Facility and the SLR Term Loan and provide opinions on the validity and enforceability of the security granted by the Canadian Debtors in favour of the ABL Agent and the Term Loan Agent, respectively, and on the personal property security registrations made against the Canadian Debtors in favour of each of them (collectively, the "**Security Opinions**"). For this purpose, Stikeman retained McInnes Cooper to act as local counsel in Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island, and MLT Aikins LLP to act as local counsel in Saskatchewan and Manitoba (collectively, **"Local Counsel"**) on behalf of the Proposed Information Officer.

2. Stikeman and Local Counsel have completed their review and provided the Security Opinions to the Proposed Information Officer which, subject to customary assumptions, qualifications and limitations, provide that:

   (a) the security agreements or hypothecs granted by each of the Canadian Debtors in favour of the ABL Agent and the Term Loan Agent, respectively, constitute legal, valid and binding obligations of the applicable Canadian Debtor, enforceable against it in accordance with their terms under the laws of the Province of Ontario (or, in the case of the hypothecs, the laws of the Province of Quebec) and the federal laws of Canada applicable therein;

   (b) such security agreements create valid security interests in favour of the ABL Agent and the Term Loan Agent, respectively, in the present and after-acquired personal property of the applicable Canadian Debtor described therein to which the Personal Property Security Act (Ontario) and the personal property security legislation in the Relevant Jurisdictions (as defined below) other than Quebec apply;

   (c) the moveable hypothecs creates valid hypothecs on the moveable property of the applicable Canadian Debtors stated to be charged thereunder in Quebec; and

   (d) registrations have been made in all public offices in Ontario, Alberta, British Columbia, Manitoba, Saskatchewan, Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island and Québec (collectively, the "**Relevant Jurisdictions**") where such registration is necessary at this time to perfect the security interests or hypothecs, as applicable, created by such security agreements and hypothecs.

3. The Proposed Information Officer understands that searches (the "**PPSA Searches**") were conducted between October 20 and November 11, 2026, against each of the Canadian Debtors under the *Personal Property Security Act* (Ontario), under the applicable personal property security legislation in each of the other Canadian provinces in which the Company operates (aside from Quebec) and under the Register of *Personal and Moveable Real Rights* of the province of Quebec. The PPSA Searches disclosed registrations against each of TCP Canada LP, TCP Investment I and TCP Investment II in favour of only two secured parties:

(a) the ABL Agent, in connection with the ABL Credit Facility, pursuant to registrations first made on or about May 2019 (with TCP Investment I added in or about September 2020), in each case as amended and renewed, together with hypothecs registered in Québec on May 1, 2019 and October 1, 2020, and, in Alberta, protective land charges registered on April 2, 2024; and

(b) SLR, as collateral agent under the SLR Term Loan, pursuant to registrations made on or about December 8, 2025, together with hypothecs registered in Québec on December 12, 2025.

4. Summaries of the results of the PPSA Searches are attached to the Morando Affidavit as Exhibit "D".

3.6 Cash Management System

1. As described in the Morando Affidavit and the First Day Declaration, the Chapter 11 Debtors maintain a centralized cash management system (the "**Cash Management System**") that is administered by the Chapter 11 Debtors' treasury team in the United States. TCP Canada LP maintains five bank accounts at The Toronto-Dominion Bank ("**TD**") in Toronto, Ontario, which form part of the Cash Management System and consist of: (i) a CAD operating account, which receives credit card settlements, PayPal and gift card receipts and store cash and cheque deposits, and processes CAD disbursements, including sales taxes, payroll, utilities and duties; (ii) a CAD concentration account, which holds the majority of the Canadian cash balances and into which excess funds from the operating account are swept; (iii) a CAD disbursement account, used to process vendor payments, including rent; (iv) a USD operating account, used to receive USD cheques, pay U.S. vendors and make intercompany transfers to the U.S. Debtors' accounts following foreign exchange transactions; and (v) a USD disbursement account.

2. The Interim Cash Management Order authorizes the Chapter 11 Debtors to continue to operate the Cash Management System, maintain their existing bank accounts (including the TD accounts) and business forms, and continue to perform intercompany transactions in the ordinary course, with administrative expense priority for postpetition intercompany claims among the Chapter 11 Debtors.

3.7 Intercompany Transactions

1. The Proposed Information Officer understands that the U.S. Debtors transact with each other and with the Canadian Debtors on a regular basis in the ordinary course of business (collectively, the "**Intercompany Transactions**") in order to, among other things, provide enterprise-wide support services, divide the costs of shared services, complete transactions with administrative ease and facilitate daily operations. Intercompany inventory transactions between the U.S. Debtors and the Canadian Debtors are recorded as trade accounts payable and receivable at an agreed-upon markup. There are no fixed terms of repayment; however, cash transfers

between the Canadian Debtors and the U.S. Debtors are applied against the outstanding balance.

2. The Chapter 11 Debtors' critical intercompany relationships and transactions involving the Canadian Debtors are described in the Morando Affidavit and not repeated herein.

3. The Interim Cash Management Order authorizes the Chapter 11 Debtors to continue to perform the Intercompany Transactions in the ordinary course and affords administrative expense priority to postpetition intercompany claims among the Chapter 11 Debtors.

4. The Proposed Information Officer understands that the Intercompany Transactions are expected to continue consistent with past practice during the Chapter 11 Proceedings. If appointed, the Chapter 11 Debtors will work cooperatively with the Information Officer to provide the information needed to review the Intercompany Transactions involving the Canadian Debtors to confirm that the Canadian Debtors are treated fairly and consistently with past practice, and will report to the Court on any material deviations.

3.8 Centre of Main Interest

1. As described in the Morando Affidavit, the Chapter 11 Debtors, including the Canadian Debtors, are managed from the United States and operate as an integrated group. In this regard, the Proposed Information Officer understands that:

   (a) the Canadian Debtors are indirect, wholly owned subsidiaries of TCP, Inc., a Delaware corporation and the ultimate parent of each of the Chapter 11 Debtors;

   (b) the Chapter 11 Debtors' senior leadership team, located in the United States, has authority to exercise primary strategic management and control of the Canadian Debtors, and the Canadian Debtors' overall financial position is managed on a consolidated basis by the Chapter 11 Debtors' management team in Secaucus, New Jersey, where TCP Canada LP's books and records are kept;

   (c) the directors of TCP Investment I and TCP Investment II (the general partner of TCP Canada LP) are located in the United States;

   (d) the Canadian Debtors are dependent on the U.S. Debtors for inventory procurement functions, including production and design, and on the Company's global sourcing network to source merchandise for the Canadian stores;

   (e) the U.S. Debtors provide corporate overhead functions to the Canadian Debtors, including executive management, finance, treasury, real estate, human resources, legal and information

technology services, and manage the Chapter 11 Debtors' digital commerce platform in Canada;

(f) the Canadian Debtors participate in the Cash Management System, which is overseen by the Chapter 11 Debtors' treasury team located in the United States;

(g) TCP Canada LP operates under a licence of the Company's intellectual property granted by a U.S. Debtor, and substantially all of the Company's Canadian trademark registrations are held by U.S. Debtors;

(h) payroll for the Canadian Employees is processed through the same third-party payroll provider used for the U.S. Debtors; and

(i) TCP Canada LP is a borrower, together with TCP, Inc. and certain of the other U.S. Debtors, under each of the Prepetition Credit Facilities, and each of the Canadian Debtors has granted security in favour of the ABL Agent and the Term Loan Agent.

2. The Proposed Information Officer notes that TCP Canada LP has its declared principal place of business in Ontario and that TCP Investment I and TCP Investment II have their registered offices in Nova Scotia. Based on the evidence set out in the Morando Affidavit, however, the Proposed Information Officer agrees with the Foreign Representative that the presumption in subsection 45(2) of the CCAA is rebutted in respect of the Canadian Debtors, that the Chapter 11 Debtors' centre of main interests is in the United States, and that it is appropriate in the circumstances to recognize the Chapter 11 Proceedings as a "foreign main proceeding" within the meaning of the CCAA.

4.0 Events Preceding the Chapter 11 Proceedings

1. The Proposed Information Officer understands that the Company has faced significant headwinds in recent years, including declining consumer demand in the value-oriented children's apparel segment, persistent cost inflation, elevated tariffs on imported goods, and intensified competitive and promotional pressure from both traditional retailers and e-commerce entrants. As described in Section 3.2 above, these challenges resulted in sustained declines in net sales and profitability, including a net loss of approximately $84.1 million for the first half of fiscal 2026.

2. Because the Company's store occupancy, distribution, technology and corporate costs could not be reduced proportionately or immediately as revenue declined, the Company's declining results placed significant strain on its liquidity. Accounts payable became increasingly past due as the Company sought to preserve cash, while the business continued to require substantial seasonal working capital to acquire inventory ahead of the back-to-school and holiday selling periods. The Company's liquidity was further strained when, on or about October 7, 2026, the Chapter 11 Debtors' secured lenders imposed a $15.0 million restructuring reserve

against availability under each of the ABL Credit Facility and the SLR Term Loan (for an aggregate reserve of $30.0 million) and, on each of October 21, October 28 and November 4, 2026, imposed an incremental reserve of $5.0 million under each facility (for aggregate incremental reserves of a further $30.0 million).

3. The Proposed Information Officer understands that the Company took several steps to address its financial challenges prior to the Petition Date, certain of which are discussed below.

4.1 Restructuring Initiatives and the Sale Process

1. In the period leading up to the Petition Date, the Chapter 11 Debtors, together with their professional advisors, undertook a number of initiatives aimed at addressing the challenges they faced, including:

   (a) refinancing and liquidity initiatives, including the December 2025 refinancing of the senior capital structure through amendments to the ABL Credit Facility and the new SLR Term Loan, and further advances from Mithaq of $15.0 million in July 2026 and $25.0 million in September 2026, the proceeds of which were used to reduce the then-existing asset-based revolving credit facility with Wells Fargo, pay vendor accounts payable and support working capital;

   (b) a comprehensive review of the Chapter 11 Debtors' cost structure and store footprint, through which the Company identified more than $100.0 million of run-rate actionable cost-saving opportunities across the business, including organizational redesign, store footprint rationalization, distribution and supply chain efficiencies, and corporate overhead reductions; and

   (c) inventory optimization, with inventory declining by more than $100.0 million between August 2, 2025 and August 1, 2026.

2. While these initiatives provided meaningful liquidity, certain of them remain ongoing and they did not offset the magnitude of the revenue decline and operating losses, and the Chapter 11 Debtors continued to carry substantial funded indebtedness, interest expense and fixed costs against deteriorating performance. The Proposed Information Officer understands that starting in September 2026, the Chapter 11 Debtors retained BRG as financial advisor, Cascadia Capital, LLC ("**Cascadia**") as investment banker, and White & Case LLP as U.S. restructuring counsel to assist in evaluating their restructuring options. With the assistance of these advisors, the Chapter 11 Debtors evaluated the full range of restructuring alternatives, including a standalone divestiture of the "Gymboree" brand and related intellectual property, a potential transaction whereby certain intellectual property assets would be retained in a new "IPCo" structure and licensed to wholesalers and retail store operators (with the other business assets liquidated or sold to a third party), and both going-concern and liquidation transactions involving all or substantially all of the Chapter 11 Debtors' assets. In parallel, the Chapter 11 Debtors commenced negotiations with their prepetition lenders regarding a consensual path forward, retained A&G Realty Partners, LLC to analyze their lease portfolio and support lease negotiations with landlords, and determined, in consultation with their advisors, that a substantial reduction of their store footprint was necessary to align their physical presence with current and projected customer demand and to preserve liquidity.

3. In September 2026, Cascadia, together with the Company's management, launched an extensive marketing process to solicit interest in a sale of the Chapter 11 Debtors' business, whether as a going concern or through a liquidation, or a standalone sale of discrete assets or revenue streams such as the "Gymboree" brand and the Chapter 11 Debtors' Amazon operations (the "**Sale Process**"). The Proposed Information Officer understands that Cascadia contacted approximately 33 strategic prospects and approximately 17 financial prospects, numerous of which executed confidentiality agreements and were granted access to an electronic data room. As a result of this process, the Chapter 11 Debtors received nine proposals relating to their assets, comprising six proposals for going-concern and intellectual property-related transactions and three "equity" liquidation proposals involving substantially all of the Chapter 11 Debtors' assets, as well as three fee-based liquidation bids for the liquidation of inventory and certain of the Chapter 11 Debtors' other assets. Because of their limited liquidity and the absence of a currently actionable going-concern bid, the Chapter 11 Debtors concluded that continuing the marketing process on a postpetition basis while the Store Closing Sales (as defined below) continue is in the best interests of their estates. The Proposed Information Officer understands that the Chapter 11 Debtors are in advanced discussions with various parties regarding a variety of transaction structures, including transactions involving their intellectual property, retail footprint and real estate assets, but had not selected a stalking horse bidder as of the date of the Morando Affidavit.

4. On November 3, 2026, the Proposed Information Officer understands that the board of directors of TCP, Inc. formed a supervisory committee (the "**Special Committee**") with full power and sole and exclusive decision-making authority with respect to certain specified matters, including financing and sale transactions involving the Company. After considering the Company's liquidity, projected cash needs and strategic options, the Chapter 11 Debtors determined that commencing the Chapter 11 Proceedings to continue the orderly store closing sales while pursuing, in parallel, a sale process for a viable going-concern transaction represented the best available path to maximize value for the Chapter 11 Debtors' estates and stakeholders.

5. To implement their sale strategy, the Chapter 11 Debtors have filed a motion (the "**Bidding Procedures Motion**") seeking, among other things, approval of bidding procedures and stalking horse bid protections to govern a postpetition marketing and sale process for their assets, including the "Gymboree" brand. The Bidding Procedures Order, as approved by the U.S. Court at the First Day Hearing, establishes the sale timeline summarized in Section 5.0 below, including a bid deadline of December 9, 2026, an auction on December 11, 2026 and a sale hearing on December 15, 2026, and permits the Chapter 11 Debtors to designate one or more stalking horse bidders by no later than November 17, 2026, after notice and an opportunity to object. The Proposed Information Officer notes that any sale of the Canadian Debtors' assets, or of other assets located in Canada, will remain subject to the granting by this Court of an order recognizing the U.S. Court's sale order and vesting such assets in the purchaser.

4.2 The Store Closing Sales

1. Given the upcoming holiday season, time was of the essence in commencing liquidation sales while the Chapter 11 Debtors' marketing efforts continued. After evaluation and discussion with their advisors and stakeholders, including their secured lenders, the Chapter 11 Debtors determined that engaging a liquidator to conduct an orderly liquidation of their inventory and store closures on a consulting, fee-based arrangement would maximize value for their estates.

2. The Chapter 11 Debtors received three proposals from national liquidation firms and, following further negotiations and with the approval of the Special Committee, TCP, Inc. and its subsidiaries (other than TCP Brands, LLC and GYM-IPCO, LLC), including TCP Canada LP, entered into a consulting agreement dated as of November 3, 2026 (the "**Consulting Agreement**") with Tiger Capital Group, LLC, SB360 Capital Partners, LLC and GA Retail Solutions, LLC (collectively, the "**Consultant**"), pursuant to which the Consultant is assisting with the liquidation of inventory and certain other assets and the closure of retail locations through store closing sales (the "**Store Closing Sales**") at all of the Company's retail stores in the United States and Canada, including all 56 of the Canadian stores (the "**Canadian Closing Stores**"), as well as through the Company's e-commerce platform.

3. The Store Closing Sales commenced on or about November 6, 2026 and are to conclude no later than February 28, 2027 (the "**Sale Termination Date**"), unless an earlier date is notified by the Chapter 11 Debtors or the date is extended by agreement among the Chapter 11 Debtors, the Consultant and the ABL Agent and the Term Loan Agent. A copy of the Consulting Agreement is attached as Appendix D and a summary of its key terms prepared by the Chapter 11 Debtors is included in the Chapter 11 Debtors motion for entry of interim and final orders (i) authorizing the Chapter 11 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, found at Docket No. 20.

4. Although all of the Canadian Closing Stores are currently included in the Store Closing Sales, the Consulting Agreement preserves the Chapter 11 Debtors' ability to pursue a going-concern transaction in parallel. In particular, the Consulting Agreement permits the Chapter 11 Debtors, on three days' notice to the Consultant and with the consent of the ABL Agent and the Term Loan Agent, to designate that one or more stores (or specific assets at a store) are no longer included in the Store Closing Sales, in which case the Consultant must cease sales at the affected location and is entitled to its fees only in respect of sales made prior to the withdrawal. Accordingly, the Canadian Closing Stores (or any of them) may be withdrawn from the Store Closing Sales if a going-concern transaction that includes those stores becomes actionable.

5. The Proposed Information Officer understands that the Chapter 11 Debtors and their advisors view the terms of the Consulting Agreement, including its percentage fee-based structure and this ability to halt store closures, as the most value-maximizing alternative for the conduct of asset sales and store closures.

6. The Proposed Information Officer has reviewed the Consulting Agreement and the Canadian Sale Guidelines (as defined below) and is of the view that their terms are reasonable in the circumstances and consistent with consulting agreements and sale guidelines approved in other retail liquidations in Canada. The Proposed Information Officer understands that counsel for certain Canadian landlords may have comments on the Canadian Sale Guidelines. The Proposed Information Officer will review and provide any additional comments or any proposed revisions to the Canadian Sale Guidelines upon receipt of same.

7. The Interim Stay Order prohibits the Chapter 11 Debtors from disposing of their Property in Canada outside the ordinary course of business without leave of the Court, but provides that this prohibition does not apply to sales or dispositions contemplated by the Consulting Agreement, including those commenced before the date of the Interim Stay Order, so that the Store Closing Sales have continued at the Canadian stores since the Petition Date.

4.3 The Proposed DIP Financing

1. Prior to the Petition Date, Cascadia commenced a marketing process for debtor-in-possession financing while, in parallel, the Company and its advisors negotiated with the ABL Agent and SLR and their respective advisors for potential additional funding and the use of cash collateral. The Proposed Information Officer understands that, following that process, the only viable option for postpetition funding was the financing proposed by the existing secured lenders.

2. On November 9, 2026, the Chapter 11 Debtors filed a motion in the Chapter 11 Proceedings (the "DIP Motion") seeking interim and final approval of senior secured super-priority debtor-in-possession financing consisting of:

   (a) an asset-based revolving credit facility in an aggregate principal amount of up to $166.0 million (the "**DIP ABL Facility**"), with Wells Fargo as administrative agent and collateral agent (in such capacities, the "**ABL DIP Agent**"); and

   (b) a term loan facility in an aggregate principal amount of up to $116.0 million (the "DIP Term Facility" and, together with the DIP ABL Facility, the "**DIP Facilities**"), with SLR as administrative agent and collateral agent (in such capacities, the "**Term DIP Agent**" and, together with the ABL DIP Agent and the lenders under the DIP Facilities, the "**DIP Lenders**").

3. The DIP Facilities provide for continued revolving credit availability under the DIP ABL Facility, $16.0 million of new money term loans under the DIP Term Facility and the refinancing of the obligations under the ABL Credit Facility and the SLR Term Loan through their roll-up into the DIP Facilities, as described below.

4. The DIP Facilities are intended to support the Chapter 11 Debtors' transition into the Chapter 11 Proceedings and to provide a framework for funding their operations and the administration of the Chapter 11 Proceedings and these Recognition Proceedings while the Chapter 11 Debtors pursue the Store Closing Sales and the Sale Process. The material terms of the DIP Facilities, as described in the DIP Motion, the Senior Secured Super-priority Debtor-in-Possession ABL Credit Agreement (the "DIP ABL Credit Agreement"), the Senior Secured Super-priority Debtor-in-Possession Term Loan Credit Agreement (the "DIP Term Credit Agreement" and, together with the DIP ABL Credit Agreement, the "DIP Credit Agreements") and the proposed form of Interim DIP Order, are summarized below:[4]

[4] The summaries and descriptions of the terms and conditions of the DIP Facilities in this Report are intended solely for informational purposes to provide the Court and parties-in-interest with an overview of their significant terms, and are qualified in their entirety by the DIP Credit Agreements and the Interim DIP Order.

5. **DIP ABL Facility** – The material terms of the DIP ABL Facility are as follows:

Term	Summary
Borrowers and guarantors	1. TCP, Inc. (as lead borrower); 2. The Children's Place Services Company, LLC, TCP Brands, LLC and The Children's Place International, LLC, as U.S. borrowers; 3. TCP Canada LP, as Canadian borrower; 4. TCP Investment I and TCP Investment II, as Canadian guarantors; and 5. thechildrensplace.com, inc., The Children's Place Canada Holdings, Inc., TCP IH II, LLC, TCP Real Estate Holdings, LLC, TCP International Product Holdings, LLC and AMASKIT, LLC, as U.S. guarantors. Each borrower also guarantees the obligations of the other loan parties. The Children's Place (Barbados) Inc. is not a borrower or guarantor under either DIP Facility.
Agents and lenders	Wells Fargo, as ABL DIP Agent, and the lenders party to the DIP ABL Credit Agreement.
Amount and availability	Aggregate revolving commitments of $166.0 million (of which up to $131.0 million may be outstanding at any one time under the Interim DIP Order pending entry of the Final DIP Order (as defined below)), including a letter of credit sublimit of $20.0 million (of which $1.0 million is a Canadian letter of credit sublimit).
Purpose	Working capital, authorized prepetition payments and other permitted expenses, including the costs of administering the Chapter 11 Proceedings and these Recognition Proceedings, in each case in accordance with the Approved Budget and the terms of the DIP Credit Agreements.
Interest	Loans bear interest at the applicable base rate, plus an applicable margin of 3.50% per annum, increasing by a further 2.00% per annum on overdue amounts and, following notice, while an event of default continues.
Fees	Unused line fee of 0.375% per annum (or 0.25% per annum where average unused commitments exceed 50% of commitments), letter of credit fees of 1.75% per annum (commercial) and 3.50% per annum (standby) plus a 0.125% per annum fronting fee, and the fees provided for in the fee letters.

Term	Summary
Roll-up	Following entry of the Interim DIP Order, collections on ABL collateral are applied first to repay the prepetition obligations under the ABL Credit Facility while advances under the DIP ABL Facility fund operations (a "creeping" roll-up); existing letters of credit, cash management obligations and bank product obligations become obligations under the DIP ABL Facility upon entry of the Interim DIP Order; and any remaining prepetition revolving obligations are rolled into the DIP ABL Facility no later than one business day after entry of the final DIP order (the "Final DIP Order").
Maturity	The earliest of (i) January 29, 2027, (ii) the effective date of a chapter 11 plan, (iii) the closing of a sale of all or substantially all of the loan parties' assets, (iv) 30 days after the Petition Date if the Final DIP Order has not been entered by such date, and (v) the dismissal or conversion of any of the Chapter 11 Proceedings, subject to earlier termination under the financing documents.
Collateral and priority	Liens on substantially all of the Chapter 11 Debtors' assets (including the Canadian Debtors' Property in Canada) and superpriority administrative expense claims, ranking first on the ABL Priority Collateral and second on the Term Priority Collateral (consistent with the Intercreditor Agreement and the lien priority annex to the Interim DIP Order), and subject to the Carve Out (as defined below), permitted prior liens and, in respect of collateral in Canada, the "CCAA Priority Charges" (being the Administration Charge up to USD$650,000, the Directors' Charge up to CAD$1,975,000 and any other charge granted by this Court that is expressly stated to rank in priority to the ABL DIP Charge and is consented to by the ABL DIP Agent).
Budget and reporting	A 13-week cash flow forecast and budget of the Chapter 11 Debtors (the "**Approved Budget**"), delivered on or prior to closing and updated every fifth week, with weekly variance reporting to the ABL DIP Agent, weekly calls with the DIP Lenders and their advisors and separate weekly calls with the Chapter 11 Debtors' financial advisor and the Consultant. Commencing November 28, 2026 and tested weekly, operating receipts must be at least 85% of budget and operating disbursements no more than 110% of budget (initially over a four-week period and thereafter over rolling three-week periods), and cumulative professional fees and expenses may not exceed 115% of budget. Use of the DIP ABL Facility and of cash collateral is limited to the Approved Budget, subject to these permitted variances.

Term	Summary
Milestones	Among others, entry of the Final DIP Order by December 15, 2026; entry of sale order(s) by December 17, 2026; closing of the sale(s) by December 31, 2026; granting of the Initial Recognition Order and the Supplemental Order within 5 business days of the Interim DIP Order's entry.
Conditions relating to Canada	Advances to TCP Canada LP after the Canadian Interim Order Date are conditional on the Initial Recognition Order and the Supplemental Order (recognizing the Interim DIP Order) being in full force and effect. The failure to obtain the Canadian recognition orders by the dates prescribed in the milestones constitutes an event of default.

6. **DIP Term Facility** – The material terms of the DIP Term Facility are as follows:

Term	Summary
Borrowers and guarantors	1. TCP, Inc. (as lead borrower) 2. The Children's Place Services Company, LLC, TCP Brands, LLC and The Children's Place International, LLC, as U.S. borrowers; 3. TCP Canada LP, as Canadian borrower; 4. TCP Investment I and TCP Investment II, as Canadian guarantors; and 5. thechildrensplace.com, inc., The Children's Place Canada Holdings, Inc., TCP IH II, LLC, TCP Real Estate Holdings, LLC, TCP International Product Holdings, LLC and AMASKIT, LLC, as U.S. guarantors Each borrower also guarantees the obligations of the other loan parties. The Children's Place (Barbados) Inc. is not a borrower or guarantor under either DIP Facility.
Agent and lenders	SLR (Crystal Financial LLC d/b/a SLR Credit Solutions), as administrative agent and collateral agent (the "Term DIP Agent"), and the lenders party to the DIP Term Credit Agreement.
Amount	Total commitments of $116.0 million, comprising 1. $16.0 million of new money term loans advanced on closing (the "Initial DIP Term Loan"); 2. the roll-up of $16.0 million of the SLR Term Loan upon entry of the Interim DIP Order and 3. the conversion of the remaining approximately $84.0 million of the SLR Term Loan upon entry of the Final DIP Order. The DIP Term Facility is not a revolving facility; amounts repaid or prepaid may not be redrawn.

Term	Summary
Purpose	Of the $16.0 million of new money, $15.0 million is to be applied to repay prepetition revolving loans under the ABL Credit Facility, with the balance available for the purposes provided for in the Approved Budget, including the costs of administering the Chapter 11 Proceedings and these Recognition Proceedings.
Interest	Three-month Term SOFR (with a 2.00% floor) plus an applicable margin of 8.25% per annum, payable monthly in arrears, increasing by a further 2.00% per annum on overdue amounts and, following notice, while an event of default continues.
Fees	The fees provided for in the fee letter, which are fully earned when paid and non-refundable.
Roll-up	$16.0 million of the SLR Term Loan is rolled up, on a cashless basis, into the DIP Term Facility on closing, and the remaining principal of the SLR Term Loan is converted into DIP term loans upon entry of the Final DIP Order, at which time the SLR Term Loan is treated as paid in full. Accrued prepetition interest, fees and expenses under the SLR Term Loan are paid in cash on closing. Each roll-up remains subject to the challenge rights preserved under the Interim DIP Order.
Maturity	The earliest of (i) March 1, 2027, (ii) the effective date of a chapter 11 plan, (iii) the closing of a sale of all or substantially all of the loan parties' assets, (iv) 30 days after the Petition Date if the Final DIP Order has not been entered by such date, and (v) the dismissal of any of the Chapter 11 Proceedings or conversion of the Chapter 11 Proceedings to a proceeding under Chapter 7 of the Bankruptcy Code, subject to earlier termination under the financing documents.
Collateral and priority	Liens on substantially all of the Chapter 11 Debtors' assets (including the Canadian Debtors' Property in Canada) and superpriority administrative expense claims, ranking first on the Term Priority Collateral and second on the ABL Priority Collateral (consistent with the Intercreditor Agreement and the lien priority annex to the Interim DIP Order), and subject to the Carve Out, permitted prior liens and, in respect of collateral in Canada, the CCAA Priority Charges (which are defined in the DIP Term Credit Agreement in the same manner as under the DIP ABL Credit Agreement, by reference to the Term DIP Charge).
Budget and reporting	The same Approved Budget, reporting requirements and variance tests as under the DIP ABL Facility, together with an additional test that cumulative total net cash flow may not be more than $10.0 million below the budgeted amount (excluding applicable professional fees). Minimum Excess Availability of $35.0 million, reduced by 50% of the net cash proceeds received from dispositions of intellectual property or real estate approved by the Term DIP Agent. The ABL DIP Agent has agreed to maintain a Term Loan Pushdown Reserve (as defined therein) against

Term	Summary
	the DIP ABL Facility borrowing base to the extent the principal balance of the DIP term loan together with the aggregate outstanding balance of the Prepetition Term Loan obligations exceeds the DIP term loan borrowing base.
Milestones	The same milestones as under the DIP ABL Facility (Schedule 6.23 to the DIP Term Credit Agreement and Exhibit C to the Interim DIP Order), including the Canadian recognition milestones.
Conditions relating to Canada	The same Canadian recognition conditions, events of default and restrictions on TCP Canada LP's operating account as under the DIP ABL Facility (with any funds repatriated by TCP Canada LP to a U.S. loan party to be remitted to the ABL DIP Agent's concentration account and, following the discharge of the DIP ABL Facility, to the Term DIP Agent's priority account).

7. TCP Canada LP is a borrower, and each of TCP Investment I and TCP Investment II is a guarantor, under each of the DIP ABL Facility and the DIP Term Facility, as they are under the Prepetition Credit Facilities. The Canadian Debtors are accordingly jointly and severally liable for the obligations under the DIP Facilities, including the prepetition obligations rolled up into the DIP Facilities (for which they are already liable as borrower and guarantors under the Prepetition Credit Facilities), and the Canadian Debtors' Property in Canada forms part of the collateral securing the DIP Facilities, subject to the priorities described above and to the Administration Charge and the Directors' Charge.

8. Interim approval of the DIP Facilities was sought at the First Day Hearing on November 10, 2026. The Interim DIP Order was entered on November 10, 2026, substantially in the form attached to the DIP Motion. The DIP Motion schedules the final hearing on the DIP Motion on December 15, 2026, and the milestones require entry of the Final DIP Order by that same date. The Proposed Information Officer understands that the Foreign Representative intends to return to this Court to seek recognition of the Final DIP Order once it has been entered.

9. Having reviewed the DIP Motion, the DIP Credit Agreements and the proposed form of Interim DIP Order, the Proposed Information Officer is supportive of the recognition of the Interim DIP Order and the granting of the DIP Charges, having regard to, among other things, the following:

   (a) the DIP Facilities are consistent with the remedial objectives of the CCAA, in that they provide the liquidity required for the Chapter 11 Debtors, including the Canadian Debtors, to continue operating while the Store Closing Sales and the Sale Process are pursued, thereby preserving the prospect of a going-concern outcome for all or part of the business and value for the Canadian Debtors' stakeholders, including the Canadian Employees;

(b) the Chapter 11 Debtors, including the Canadian Debtors, require the DIP Facilities to fund their operations. TCP Canada LP is dependent on the Cash Management System and on the U.S. Debtors for its funding and, without access to the DIP Facilities, the Chapter 11 Debtors would be unable to meet payroll, procure goods and services, conduct the Store Closing Sales or administer the Chapter 11 Proceedings and these Recognition Proceedings;

(c) the DIP Facilities enhance the liquidity available to the Chapter 11 Debtors in two principal ways: (i) the DIP ABL Facility provides for the release of certain reserves against the borrowing base (including freight and duty, landlord lien and one month's rent reserves, as listed in Exhibit D to the Interim DIP Order) that restricted the Company's ability to borrow under the ABL Credit Facility; and (ii) the DIP Term Facility provides $16.0 million of new money, $15.0 million of which is applied to repay prepetition revolving loans under the ABL Credit Facility, thereby creating corresponding availability under the DIP ABL Facility. Based on current borrowing base estimates, the DIP Motion indicates initial net availability of approximately $11.0 million under the DIP ABL Facility;

(d) the DIP Facilities were negotiated on an arm's-length basis with the ABL Agent and SLR following a marketing process for debtor-in-possession financing conducted by Cascadia and, as described in the Declaration of Lorie Beers filed in support of the DIP Motion (the "**Beers Declaration**"), no alternative source of financing was reasonably available to the Chapter 11 Debtors on better terms, which is a common outcome where, as here, substantially all of a debtor's assets are encumbered in favour of its existing lenders;

(e) the roll-up of the obligations under the Prepetition Credit Facilities (including the $16.0 million interim roll-up of the SLR Term Loan and the "creeping" roll-up of the ABL Credit Facility) does not, based on the Proposed Information Officer's current understanding, alter the relative priority of the secured interests in the Canadian Debtors' Property in Canada, as the obligations to be rolled up are already secured by the security reviewed in the Security Opinions and the Canadian Debtors are already liable for such obligations as borrower and guarantors under the Prepetition Credit Facilities, and the roll-ups remain subject to the challenge rights preserved under the Interim DIP Order;

(f) the proposed DIP Charges are consistent with the liens and charges granted under the Interim DIP Order and ranks behind the Administration Charge and the Directors' Charge;

(g) recognition of the Interim DIP Order in Canada is a condition of continued advances to TCP Canada LP under the DIP Facilities and a milestone under each of the DIP Credit Agreements, the failure of which would constitute an event of default and would be detrimental to the Canadian Debtors and their stakeholders;

(h) at the First Day Hearing, only the U.S. Trustee raised informal objections to the Interim DIP Order, which were overruled by the U.S. Court.

5.0 First Day Orders

1. Pursuant to the proposed Supplemental Order, the Foreign Representative is seeking recognition of certain of the First Day Orders entered by the U.S. Court in the Chapter 11 Proceedings. The First Day Orders proposed to be recognized are described in the Morando Affidavit and the First Day Declaration. Copies of such First Day Orders are attached to the affidavit of Brynne Dalmao sworn November 12, 2026, as Exhibits and are also available on the Docket.

2. The First Day Orders proposed to be recognized may be summarized as follows:

   (a) Foreign Representative Order – Among other things, the Foreign Representative Order authorizes TCP, Inc. to act as the Foreign Representative on behalf of the Chapter 11 Debtors' estates, including to seek recognition of the Chapter 11 Proceedings in Canada, to request that this Court lend assistance to the U.S. Court and, consistent with any orders of this Court, to retain and compensate Canadian professionals and pay the costs of the Information Officer and its counsel. The Foreign Representative Order also requests the aid and assistance of this Court to recognize the Chapter 11 Proceedings as a "foreign main proceeding" and TCP, Inc. as a "foreign representative" pursuant to the CCAA, and to give full force and effect in Canada to the orders of the U.S. Court in the Chapter 11 Proceedings.

   (b) Claims and Noticing Agent Order – The Claims and Noticing Agent Order authorizes the appointment of Omni Agent Solutions, Inc. as the Claims and Noticing Agent in the Chapter 11 Proceedings.

   (c) Interim NOL Order – Among other things, the Interim NOL Order approves, on an interim basis, procedures governing transfers of, and declarations of worthlessness with respect to, the common stock of TCP, Inc., in order to protect the value of the Chapter 11 Debtors' tax attributes.

   (d) Interim Cash Management Order – Among other things, the Interim Cash Management Order authorizes the Chapter 11 Debtors to: (i) continue to operate the Cash Management System and honour certain prepetition obligations related thereto; (ii) maintain their existing bank accounts (including the TD accounts), business forms and books and records; (iii) continue to perform the Intercompany Transactions in the ordinary course, with administrative expense priority for postpetition intercompany claims among the Chapter 11 Debtors and superpriority administrative expense status (junior only to the claims granted under the Interim DIP Order) for any postpetition

intercompany credit extended by a Chapter 11 Debtor to a non-debtor subsidiary; and (iv) obtain a 45-day extension of the time to comply with the deposit and investment requirements of section 345(b) of the Bankruptcy Code in respect of the TD accounts (with a waiver of those requirements to be sought on a final basis).

(e) Interim Wages Order – Among other things, the Interim Wages Order authorizes the Chapter 11 Debtors to pay prepetition wages, salaries, other compensation and reimbursable expenses, and to continue their employee benefits programs in the ordinary course, including the Canadian Health Insurance Plans, the Manulife Benefits and the Canadian Retirement Plans, together with related source deductions. The Interim Wages Order also authorizes the Chapter 11 Debtors to pay, on an interim basis, accrued vacation pay that Canadian federal or provincial law requires to be paid to Canadian Employees on termination or resignation, notwithstanding the U.S. statutory priority cap that otherwise applies to prepetition employee claims (payments above that cap are otherwise sought only under the final order). The Proposed Information Officer notes that unpaid vacation pay may give rise to director liability in Canada and is one of the components of the proposed Directors' Charge.

(f) Interim Taxes Order – Among other things, the Interim Taxes Order authorizes the Chapter 11 Debtors to remit and pay certain taxes and fees in the ordinary course, including prepetition amounts, which include GST/HST, provincial sales taxes and non-resident withholding taxes owing in Canada. The Proposed Information Officer notes that certain of these taxes may carry director liability in Canada.

(g) Interim Insurance Order – Among other things, the Interim Insurance Order authorizes the Chapter 11 Debtors to maintain their insurance policies, surety bond program and related standby letters of credit and to honour related prepetition obligations (including under their premium financing agreements), to renew, supplement, modify, extend, replace or purchase insurance and surety coverage and related letters of credit in the ordinary course, and to continue to pay broker fees.

(h) Interim Customer Programs Order – Among other things, the Interim Customer Programs Order authorizes the Chapter 11 Debtors to continue their customer programs in the ordinary course and to honour related undisputed prepetition obligations, including their loyalty, gift card, return and merchandise credit programs, including in Canada, and to modify, replace or terminate any customer program in the ordinary course.

(i) Interim Utilities Order – Among other things, the Interim Utilities Order approves the Chapter 11 Debtors' proposed adequate assurance of payment to utility providers and related procedures, and prohibits utility providers from altering, refusing or discontinuing service, which will help ensure continued access to utilities at the Canadian store locations.

(j) Interim Critical Vendors Order – Among other things, the Interim Critical Vendors Order authorizes the Chapter 11 Debtors to pay certain prepetition claims of critical vendors, foreign vendors, section 503(b)(9) claimants and lien claimants, conditional on such claimants providing favourable trade terms postpetition, and grants administrative expense priority to undisputed obligations on account of goods ordered or services provided prepetition that are not delivered until after the Petition Date.

(k) Interim Store Closing Order – Among other things, the Interim Store Closing Order authorizes the Chapter 11 Debtors to assume the Consulting Agreement, to continue the Store Closing Sales in accordance with the applicable sale guidelines, free and clear of all liens, claims and encumbrances, and to modify customer programs at the closing stores (including by honouring gift cards and loyalty rewards at the closing stores for 30 days and treating sales from November 6, 2026 as final). The relief extends to the Canadian Closing Stores (being all of the Company's stores in Canada), at which the Store Closing Sales are to be conducted in accordance with sale guidelines specific to Canada (the "**Canadian Sale Guidelines**"). The Canadian Sale Guidelines address, among other things, store hours, signage and advertising, the sale and removal of furniture, fixtures and equipment, and landlord access, and permit a landlord or the Chapter 11 Debtors to schedule a status hearing before this Court on two days' notice to resolve any dispute. A copy of the Canadian Sale Guidelines is included in Appendix D.

The Proposed Information Officer understands that the proceeds and eventual labour cost savings from the Store Closing Sales are expected to provide the Chapter 11 Debtors with much-needed liquidity. The Proposed Information Officer has reviewed the Canadian Sale Guidelines and understands that they are substantially consistent with the sale guidelines used and approved by this Court in other recent cross-border retail proceedings, including the recognition proceedings in respect of Eddie Bauer LLC (2026), in which AlixPartners (formerly KSV Restructuring Inc.) acted as information officer. The Proposed Information Officer understands that counsel to certain Canadian landlords may comment on the Canadian Sale Guidelines, and will review any such comments and propose revisions as appropriate.

The Proposed Information Officer further understands that the Consulting Agreement provides the Chapter 11 Debtors, in consultation with their secured lenders, with the flexibility to halt all

or a portion of the Store Closing Sales, including for the Canadian Closing Stores, should a feasible going-concern transaction for those stores become available.

(l) Rejection Procedures Order – Among other things, the Rejection Procedures Order approves procedures (the "**Contract Procedures**") to reject, assume, or assume and assign executory contracts and unexpired leases, including the Canadian Leases, and authorizes (but does not direct) the Chapter 11 Debtors to remove or abandon personal property remaining at premises subject to a rejected lease. Under the Contract Procedures, the Chapter 11 Debtors will serve a rejection notice on each affected counterparty (with notices to counterparties in Québec provided in English and French), which will have seven days to object, with any unresolved objection to be heard by the U.S. Court. The rejection of a lease of non-residential real property will not take effect until the later of the rejection date specified in the notice and the date on which the Chapter 11 Debtors surrender the premises to the landlord, at which time any of the Chapter 11 Debtors' personal property remaining at the premises will be deemed abandoned. A similar notice and objection process applies to the assumption, or assumption and assignment, of contracts and leases, including the proposed cure amount.

The Proposed Information Officer understands that the Chapter 11 Debtors anticipate relying on the Contract Procedures to exit the Canadian Leases for stores that close in the course of the Store Closing Sales, that landlords under the Canadian Leases will receive rejection notices directly and may assert claims for rejection damages in the Chapter 11 Proceedings, and that the conduct of the Store Closing Sales at the Canadian Closing Stores, including the sale and removal of furniture, fixtures and equipment, will continue to be governed by the Canadian Sale Guidelines.

(m) Bar Date Order – Among other things, the Bar Date Order establishes January 6, 2027, as the general deadline for creditors to submit proofs of claim (including requests for payment under section 503(b)(9) of the Bankruptcy Code) and May 7, 2027, as the deadline for governmental units, establishes an amended schedules bar date and a rejection damages bar date, and approves the related procedures, the proof of claim form and the form and manner of notice of the bar dates (the "**Bar Date Notice**"). If recognized, these deadlines would apply to creditors of the Canadian Debtors, including landlords under the Canadian Leases, trade creditors and Canadian Employees, and Canadian federal and provincial taxing authorities would have until the governmental bar date to file proofs of claim.

The Proposed Information Officer understands that known Canadian creditors will receive the Bar Date Notice directly, that the Bar Date Notice will be translated into French for known creditors in Québec, and that the Foreign Representative intends to cause the Bar Date Notice to be posted on the Case Website and published in Canada in

English in The Globe and Mail (National Edition) and, to the extent reasonably practicable, in French in Le Devoir (or such other French-language newspaper as the Chapter 11 Debtors deem appropriate).

(n) Bidding Procedures Order – Among other things, the Bidding Procedures Order: (i) approves bidding procedures to govern a postpetition marketing and sale process for the Chapter 11 Debtors' assets, including the "Gymboree" brand (the "**Bidding Procedures**"); (ii) authorizes the Chapter 11 Debtors to designate one or more stalking horse bidders by no later than November 17, 2026, and approves bid protections in favour of any such stalking horse bidders; (iii) schedules an auction and a sale hearing; (iv) approves the form and manner of notice; and (v) approves procedures for the assumption and assignment of executory contracts and unexpired leases.

As at the date of this Report, the Bidding Procedures Order has not yet been entered by the U.S. Court. The Proposed Information Officer understands that the key milestones proposed under the Bidding Procedures are as follows:

Date	Milestone
November 17, 2026	Deadline for the Chapter 11 Debtors to designate any stalking horse bidder(s)
December 8, 2026	Deadline to object to the proposed sale(s)
December 9, 2026	Bid deadline
December 11, 2026	Auction (if required); deadline for the Chapter 11 Debtors to file notice of contracts proposed to be assumed and assigned to any successful bidder
December 14, 2026	Deadline to object to proposed sale(s) (other than objections to assumption and assignment of contracts, cure cost amounts and adequate assurance)
December 15, 2026	Sale Hearing before the U.S. Court (together with the hearing on the Final DIP Order and other second day relief)
December 21, 2026	Deadline for counterparties to contracts to be assumed and assigned to object to such assignment or the applicable cure costs
December 29, 2026	Hearing on any outstanding objections relating to the assignment and assumption of contracts(including in respect of any backup bid)
December 31, 2026	Targeted outside date for closing of the sale(s)

The foregoing milestones remain subject to the entry of the Bidding Procedures Order and may be modified. Should any such timelines

change, the Proposed Information Officer will advise the Court by way of a supplemental report or oral submissions, as appropriate.

(o) Interim DIP Order – Among other things, the Interim DIP Order: (i) approves the DIP Facilities and authorizes the Chapter 11 Debtors to enter into the DIP Credit Agreements and, pending entry of the Final DIP Order, to borrow up to $131.0 million at any time under the DIP ABL Facility and up to $116.0 million (less outstanding prepetition term loans) under the DIP Term Facility; (ii) authorizes the use of cash collateral in accordance with the Approved Budget; (iii) grants the DIP Lenders liens on substantially all of the Chapter 11 Debtors' assets and superpriority administrative expense claims, subject to the Carve Out, the CCAA Priority Charges and the lien priority annex to the Interim DIP Order; (iv) approves the interim roll-ups described in Section 4.3 above; (v) grants adequate protection to the prepetition secured parties; (vi) modifies the automatic stay to the extent necessary to implement the DIP Facilities; (vii) schedules the final hearing for December 15, 2026; and (viii) contains the provisions relating to Canada described in Section 4.3 above, including that the orders of this Court govern in respect of the CCAA Priority Charges, the DIP Charges and collateral in Canada.

3. The Proposed Information Officer understands that certain of the First Day Motions seek relief on an interim basis for amounts required in the period immediately following the Petition Date and that, in such circumstances, the Foreign Representative intends to seek recognition of the interim orders granted at the First Day Hearing and expects to return to this Court to seek recognition of the final orders when they become available. The hearing of such final orders before the U.S. Court is currently scheduled for December 15, 2026.

4. The Proposed Information Officer understands that the Chapter 11 Debtors also filed certain First Day Motions that are administrative or procedural in nature and relate solely to the conduct of the Chapter 11 Proceedings before the U.S. Court, namely: (i) a motion for the joint administration of the Chapter 11 Proceedings for procedural purposes; (ii) an application for designation of the Chapter 11 Proceedings as a complex chapter 11 case; (iii) a motion to restate and enforce the worldwide automatic stay, anti-discrimination provisions and ipso facto protections of the Bankruptcy Code; (iv) an application for expedited consideration of the First Day Motions; (v) a motion to file a consolidated list of creditors and of the 30 largest unsecured creditors, redact certain personally identifiable information of individuals, serve certain parties by email and waive the requirement to file an equity list; and (vi) a motion to extend the time to file schedules of assets and liabilities and statements of financial affairs. The Proposed Information Officer understands that the Foreign Representative does not intend to seek recognition of the orders granted on those motions (Morando Affidavit, para. 110).

5. The Proposed Information Officer has reviewed the First Day Orders proposed to be recognized pursuant to the proposed Supplemental Order

and discussed the rationale for such orders with Stikeman and with Canadian counsel to the Chapter 11 Debtors. The Proposed Information Officer is supportive of the Foreign Representative's request for recognition of the above-referenced First Day Orders given, among other things, that:

(a) in the Proposed Information Officer's view, much of the relief contained in the First Day Orders is:

    (i) common in chapter 11 proceedings;

    (ii) save for certain exceptions, procedural or administrative in nature; and

    (iii) frequently recognized by Canadian courts in cross-border insolvency proceedings;

(b) the granting of the proposed Supplemental Order and recognition of the First Day Orders set out therein would be consistent with the principles of comity and facilitate the efficient coordination of the Chapter 11 Proceedings and these Recognition Proceedings;

(c) Canadian and U.S. stakeholders are treated in the same manner under each of the First Day Orders proposed to be recognized pursuant to the proposed Supplemental Order;

(d) with respect to the Interim Cash Management Order, the Canadian Debtors rely on the U.S. Debtors for services and merchandise, funds move regularly between the Canadian and U.S. accounts within the Cash Management System, and postpetition intercompany claims among the Chapter 11 Debtors are afforded administrative expense priority, and, if appointed, the Information Officer intends to review the Intercompany Transactions involving the Canadian Debtors;

(e) with respect to the Interim Wages Order and the Interim Taxes Order, the relief granted will allow the Chapter 11 Debtors to continue to pay the Canadian Employees (including any statutory vacation pay) and to remit Canadian sales taxes and source deductions in the ordinary course, certain of which carry director liability in Canada, thereby reducing the potential exposure under the Directors' Charge;

(f) with respect to the Interim Store Closing Order:

    (i) the Store Closing Sales are an integral feature of the Chapter 11 Debtors' restructuring strategy and are intended to preserve liquidity;

    (ii) the Consultant has considerable expertise and experience in retail liquidations, including in Canada;

    (iii) the terms of the Consulting Agreement, including its percentage fee-based structure, are, in the Proposed Information Officer's view, reasonable in the circumstances;

(iv) the Consulting Agreement permits the Chapter 11 Debtors to withdraw the Canadian Closing Stores (or any of them) from the Store Closing Sales should a going-concern transaction become actionable, thereby preserving the Chapter 11 Debtors' ability to pursue the Sale Process in parallel with the Store Closing Sales; and

(v) the Canadian Sale Guidelines are substantially consistent with sale guidelines approved by this Court in other recognition proceedings involving retail debtors;

(g) with respect to the Bidding Procedures Order:

(i) the Bidding Procedures facilitate the continuation of the Sale Process, which has been and will continue to be led by Cascadia and which is informed by Cascadia's prepetition marketing efforts and the proposals received to date;

(ii) the Bidding Procedures permit, but do not require, the designation of one or more stalking horse bidders by the Chapter 11 Debtors; and

(iii) any sale of the Canadian Debtors' assets, or of other assets located in Canada, will remain subject to a further order of this Court recognizing the U.S. Court's sale order and vesting such assets in the purchaser;

(h) with respect to the Interim DIP Order, the Proposed Information Officer's views are set out in Section 4.3 above; and

(i) the Proposed Information Officer is not aware of any objection having been filed in the Chapter 11 Proceedings by a Canadian stakeholder in respect of the First Day Orders for which recognition is sought pursuant to the proposed Supplemental Order.

6.0 Proposed Charges

1. Pursuant to the proposed Supplemental Order, the Foreign Representative seeks the granting of the Administration Charge, the Directors' Charge and the DIP Charges (collectively, the "**Charges**") over the Canadian Debtors' Property in Canada. The priorities of the Charges are proposed to be as follows:

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

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

(c) Third – the charge in favour of the ABL DIP Agent, for and on behalf of itself and the other DIP ABL Credit Parties (the "**ABL DIP Charge**"), and the charge in favour of the Term DIP Agent, for and

on behalf of itself and the other DIP Term Credit Parties (each as defined in the Interim DIP Order) (the "**Term DIP Charge**"), each having and subject to the relative priority of liens set forth in the Interim DIP Order on the Chapter 11 Debtors' Property in Canada.

2. The Proposed Information Officer's views on each of the Charges are set out below.

6.1 Administration Charge

1. The proposed Supplemental Order provides for an Administration Charge up to the maximum amount of USD$650,000 in favour of Bennett Jones, the Information Officer and counsel to the Information Officer, as security for their respective professional fees and disbursements incurred in respect of these Recognition Proceedings, both before and after the making of the proposed Supplemental Order. Each of the beneficiaries of the Administration Charge is expected to have a distinct role in these Recognition Proceedings and has contributed, and will continue to contribute, to the Canadian Debtors' restructuring efforts.

2. The quantum of the proposed Administration Charge was determined by the Chapter 11 Debtors in consultation with the Proposed Information Officer, having regard to the work required to prepare for and complete these Recognition Proceedings, and is consistent with the proposed Approved Budget under the DIP Facilities. The Proposed Information Officer is of the view that the quantum of the proposed Administration Charge is reasonable and commensurate with the nature, scope and complexity of these Recognition Proceedings and the professional costs expected to be incurred in respect of the Canadian Debtors. Further, the Proposed Information Officer believes that the proposed Administration Charge will ensure that the Chapter 11 Debtors have the benefit of the professional advice and expertise necessary for the success of these Recognition Proceedings. The proposed Supplemental Order also approves the retainers previously paid to Bennett Jones and the Proposed Information Officer.

6.2 Directors' Charge

1. The proposed Supplemental Order requires that the Canadian Debtors indemnify their directors and officers against obligations and liabilities that they may incur in their capacities as directors and officers of the Canadian Debtors following the commencement of these Recognition Proceedings. Such indemnity excludes any obligation or liability arising from a director's or officer's gross negligence or wilful misconduct. As security for such indemnity, the proposed Supplemental Order grants a charge over the Canadian Debtors' Property in Canada in the maximum amount of CAD$1,975,000 in favour of the Canadian Debtors' directors and officers.

2. The Proposed Information Officer understands that the directors and officers of the Canadian Debtors are potential beneficiaries of the directors' and officers' liability insurance maintained by TCP, Inc. for itself and its

subsidiaries (the "**D&O Insurance**"), comprising a primary policy and excess layers. However, the Proposed Information Officer also understands that the D&O Insurance is subject to exclusions and limitations and, as a result, may not provide adequate coverage to the Canadian Debtors' directors and officers during these Recognition Proceedings. The proposed Supplemental Order provides that the Directors' Charge may only be relied upon to the extent that the D&O Insurance is insufficient to cover the exposure of the directors and officers of the Canadian Debtors.

3. The quantum of the proposed Directors' Charge was determined by the Proposed Information Officer, in consultation with the Canadian Debtors, with reference to the Canadian Debtors' estimated bi-weekly payroll, accrued vacation pay, and sales tax and source deduction exposure, and was calculated as follows:

Component	**Amount (CAD$)**
Gross payroll, including source deductions	1,145,000
Vacation pay	356,000
Sales tax	474,000
Total	**1,975,000**

4. Considering the potential liabilities facing the Canadian Debtors' directors and officers in these Recognition Proceedings, the scope of the existing D&O Insurance, and the customary limitations on the directors' and officers' recourse to the proposed Directors' Charge, the Proposed Information Officer is of the view that the Directors' Charge is reasonable in the circumstances. The Directors' Charge is proposed to rank behind the Administration Charge and ahead of the DIP Charges.

6.3 DIP Charges

1. The proposed Supplemental Order provides for the ABL DIP Charge in favour of the ABL DIP Agent, for and on behalf of itself and the other DIP ABL Credit Parties, and the Term DIP Charge in favour of the Term DIP Agent, for and on behalf of itself and the other DIP Term Credit Parties, in each case over the Chapter 11 Debtors' Property in Canada (other than the Property in Canada of The Children's Place (Barbados) Inc.) and consistent with the liens and charges created by or set forth in the Interim DIP Order. The DIP Charges are proposed to rank behind the Administration Charge and the Directors' Charge, which is consistent with the treatment of those charges as "CCAA Priority Charges" under each of the DIP Credit Agreements, and, as between themselves, to have the relative priority of the liens set out in the Interim DIP Order.

2. The proposed Supplemental Order also provides that the DIP Charges shall not be enforced except in accordance with the Interim DIP Order. The Proposed Information Officer's views on the DIP Facilities and the proposed DIP Charges are set out in Section 4.3 above. The Proposed Information Officer is of the view that the DIP Charges are appropriate in the

circumstances having regard to, among other things, the Canadian Debtors' dependence on the DIP Facilities, the consistency of the DIP Charges with the liens granted under the Interim DIP Order, the subordination of the DIP Charges to the Administration Charge and the Directors' Charge, and the fact that the DIP Charges may only be enforced in accordance with the Interim DIP Order and the orders of this Court.

7.0 Activities of the Proposed Information Officer

1. The activities of the Proposed Information Officer to date have included, among others:

   (a) preparing for and attending the application for the Interim Stay Order;

   (b) reviewing the First Day Declaration, the First Day Motions and the First Day Orders in respect of which recognition is sought pursuant to the proposed Supplemental Order, and other materials filed in the Chapter 11 Proceedings;

   (c) reviewing the Consulting Agreement and the Canadian Sale Guidelines;

   (d) reviewing the DIP Motion, the DIP Credit Agreements and the proposed form of Interim DIP Order;

   (e) reviewing the draft cash flow forecasts in connection with the DIP Facilities and discussing the same with BRG;

   (f) instructing Stikeman and Local Counsel to review the security granted by the Canadian Debtors in favour of the ABL Agent and the Term Loan Agent and to provide the Security Opinions;

   (g) attending, virtually, the First Day Hearing;

   (h) corresponding with Bennett Jones, BRG and Stikeman regarding the Chapter 11 Proceedings and these Recognition Proceedings;

   (i) consulting with the Chapter 11 Debtors and Bennett Jones regarding the quantum of the Administration Charge and the Directors' Charge;

   (j) monitoring the Docket and reviewing the materials filed thereon; and

   (k) preparing this Report.

2. If granted, the proposed Initial Recognition Order and Supplemental Order will require the Information Officer to, among other things:

   (a) assist the Foreign Representative in causing to be published a notice substantially in the form attached as Schedule "A" to the proposed Initial Recognition Order, once a week for two consecutive weeks, in The Globe and Mail (National Edition) in English and in Le Devoir (or

such other French-language newspaper as the Information Officer may determine in consultation with the Foreign Representative) in French;

(b) establish and maintain the Case Website on which, among other things, all orders of the Court made in these Recognition Proceedings, the Information Officer's reports to the Court and such other materials as the Court may order will be posted;

(c) maintain a service list for these Recognition Proceedings;

(d) provide creditors of the Chapter 11 Debtors with non-confidential information provided by the Chapter 11 Debtors in response to reasonable written requests for such information;

(e) report to the Court at such times and intervals as the Information Officer considers appropriate with respect to the status of these Recognition Proceedings and the Chapter 11 Proceedings; and

(f) provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request.

8.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposed Information Officer recommends that this Court grant the relief sought by the Foreign Representative pursuant to the proposed Initial Recognition Order and the Supplemental Order.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC., SOLELY IN ITS CAPACITY AS PROPOSED INFORMATION OFFICER 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, AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

Appendix “A”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 9TH DAY
	)	
JUSTICE W.D. BLACK	)	OF NOVEMBER, 2026

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

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

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

Applicant

INTERIM STAY ORDER
(FOREIGN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, by The Children's Place, Inc. ("**TPC, Inc.**"), in its capacity as the proposed foreign representative (in such capacity, the "**Proposed Foreign Representative**") in respect of the proceedings commenced on November 8, 2026, in the United States Bankruptcy Court for the District of New Jersey pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application and the affidavit of Rudolph Morando sworn November 9, 2026 (the "**Morando Affidavit**"), filed,

AND UPON HEARING the submissions of counsel for the Proposed Foreign Representative, counsel for AlixPartners Restructuring, Inc., in its capacity as the proposed information officer (in such capacity, the "**Proposed Information Officer**"), and those other parties that were present and wished to be heard:

SERVICE & DEFINITIONS

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

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Morando Affidavit.

STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that from the date hereof until such date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of (i) TCP Investment Canada I Corp., TCP Investment Canada II Corp. and The Children's Place (Canada), LP (collectively, the "**Canadian Debtors**") or affecting their business (the "**Canadian Debtors' Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Canadian Debtors' Property**"), or (ii) TCP, Inc., The Children's Place Services Company, LLC, The Children's Place International, LLC, The Children's Place Canada Holdings, Inc., thechildrensplace.com, inc., TCP IH II, LLC, TCP Real Estate Holdings, LLC, TCP International Product Holdings, LLC, TCP Brands, LLC, AMASKIT, LLC, and The Children's Place (Barbados) Inc. (collectively with the Canadian Debtors, the "**Chapter 11 Debtors**") or affecting their business in Canada (together with the Canadian Debtors' Business, the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (together with the Canadian Debtors' Property, the "**Property**"), except with the

written consent of the applicable Chapter 11 Debtor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

4. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Chapter 11 Debtor, or with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada (including, without limitation, in the Foreign Proceeding), (ii) empower any Chapter 11 Debtor to carry on any business in Canada which such Chapter 11 Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

ADDITIONAL PROTECTIONS

6. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation, all licencing arrangements, manufacturing arrangements, computer software, communication and other data services,

centralized banking services, payroll services, insurance, transportation or logistics services, utility services, warehouse services, fuel services, maintenance services, customs broker services or other services provided in respect of the Property or Business of any of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Chapter 11 Debtors, and that each of the Chapter 11 Debtors shall be entitled to the continued use in Canada of its current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received in Canada after the date of this Order are paid by the Chapter 11 Debtors in accordance with normal payment practices of the Chapter 11 Debtors or such practices as may be agreed upon by the supplier or servicer provided and the Chapter 11 Debtors or as may be ordered by the Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

CASH MANAGEMENT

8. **THIS COURT ORDERS** that, subject to the Interim DIP Order, nothing herein restricts the continued operation of the Chapter 11 Debtors' cash management system, including any rights of Wells Fargo Bank National Association, as agent pursuant to the Amended and Restated Credit Agreement, dated May 9, 2019 with the Chapter 11 Debtors (as amended from time to time, the "**Prepetition Credit Agreement**"), to apply receipts and deposits made to the Chapter 11 Debtors' bank accounts against indebtedness owing under the Prepetition Credit Agreement in accordance with the terms of the Prepetition Credit Agreement.

NO SALE OF PROPERTY

9. **THIS COURT ORDERS** that, except with leave of this Court, each of the Chapter 11 Debtors is prohibited from selling or otherwise disposing of, outside of the ordinary course of its Business, any of its Property in Canada that relates to the Business, and any of its other Property in Canada; provided that, for greater certainty, nothing in this paragraph 9 shall prohibit (i) the sale or disposition of any Property in Canada of a Chapter 11 Debtor contemplated by the Consulting Agreement (as it may be amended from time to time in accordance with its terms), including any such sales or dispositions commenced prior to the date of this Order, or (ii) the Chapter 11 Debtors from seeking approval in the Foreign Proceeding or from this Court to sell or otherwise dispose of the Property.

SERVICE AND NOTICE

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

11. **THIS COURT ORDERS** that the Chapter 11 Debtors, the Proposed Foreign Representative and the Proposed Information Officer, and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Chapter 11 Debtors' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

12. **THIS COURT ORDERS** that if service or distribution of documents in accordance with the Guide is not practicable, the Chapter 11 Debtors, the Proposed Foreign Representative and the Proposed Information Officer, and each of their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors at their respective addresses (including e-mail addresses) as last shown in the books and records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (i) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (ii) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (iii) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

GENERAL

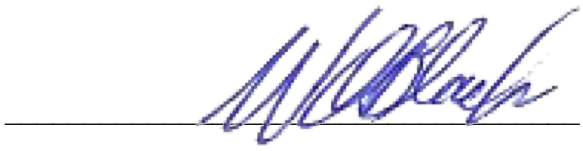
13. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise, including for directions in respect of this Order.

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Chapter 11 Debtors and the Proposed Foreign Representative, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors and the Proposed Foreign Representative as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors and the Proposed Foreign Representative, and their respective counsel and agents in carrying out the terms of this Order.

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

(including, without limitation, those parties identified on the service list established in these proceedings) or upon such other notice, if any, as this Court may order.

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



W.D. BLACK J.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No: _____

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

INTERIM STAY ORDER
(FOREIGN PROCEEDING)

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Lawyers for the Applicant

Appendix “B”

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: **CL-26-00000478-0000** **DATE:** **NOVEMBER 9, 2026**

NO. ON LIST: **5**

TITLE OF PROCEEDING: **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., THE CHILDRENS PLACE.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

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Sean Zweig	Counsel for Proposed Foreign Representative	zweigs@bennettjones.com
Joshua Foster	Counsel to the Applicant, The Children's Place, Inc.	fosterj@bennettjones.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Evan Cobb	Canadian Counsel to Wells Fargo Bank, National Association, as Collateral Agent	evan.cobb@nortonrosefulbright.com
Hannah Davis	Canadian Counsel to Crystal Financial LLC D/B/A SLR Credit Solutions, as Collateral Agent	hdavis@osler.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Maria Konyukhova Brittney Ketwaroo	Counsel to Proposed Information Officer, AlixPartners Restructuring, Inc.	mkonyukhova@stikeman.com bketwaroo@stikeman.com
Murtaza Tallat Noah Goldstein	Proposed Information Officer, AlixPartners Restructuring, Inc.	murtaza.tallat@alixpartners.com noah.goldstein@alixpartners.com

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ENDORSEMENT

[1] The Children's Place Inc. ("TCP, Inc." – in this endorsement I will use this and other terms as defined in TCP Inc.'s materials), in its capacity as Proposed Foreign Representative of itself and certain of its affiliates seeks an Interim Stay Order under Part IV of the CCAA and s. 106 of the CJA.

[2] The Interim Stay Order will provide what TCP Inc. asserts is an urgently required Interim Stay of proceedings in favour of the Chapter 11 Debtors and their respective businesses, property, directors and officers in Canada, pending the return of the Proposed Foreign Representative's application for an Initial Recognition Order and Supplemental Order.

[3] Founded in 1969, and headquartered in Secaucus, New Jersey, U.S.A., the Company is one of the only pure-play children's specialty retailers in North America, operating under its flagship "The Children's Place" and "Gymboree" brands. The Company's business in Canada is operated through the Children's Place (Canada) L.P., and its limited and general partners, TCP Canada I and TCP Canada II. The Canadian Debtors operate 56 brick-and-mortar retail stores across nine provinces and employs approximately 749 employees in Canada.

[4] The Chapter 11 Debtors, including the Canadian Debtors, are facing significant liquidity challenges, and accordingly filed voluntary Petitions to commence the Chapter 11 Cases in the United States Bankruptcy Court for the District of New Jersey pursuant to chapter 11 of title 11 of the United States Bankruptcy Code on November 8, 2026 (yesterday).

[5] The filing of the Petitions afforded the Chapter 11 Debtors an automatic stay of proceedings pursuant to the Bankruptcy Code.

[6] Contemporaneously with filing the Petitions, the Chapter 11 Debtors filed certain First Day Motions seeking various First Day Orders from the Bankruptcy Court with a view to preserving and maximizing

the value of their assets and estates. The First Day Orders include a Foreign Representative Order authorizing TCP Inc. to act as Foreign Representative of the Chapter 11 Debtors (if appointed), and an Interim DIP Order approving the DIP Facilities.

[7] Following the Bankruptcy Court's entry of the Foreign Representative Order, the Proposed Foreign Representative intends to seek the following orders under Part IV of the CCAA:

(a) An Initial Recognition Order recognizing the Proposed Foreign Representative as the foreign representative of the Chapter 11 Debtors and the Chapter 11 Cases as foreign main proceedings, in each case, as such terms are defined in s. 45 of the CCAA; and

(b) A Supplemental Order, among other things, recognizing certain of the First Day Orders, including the Foreign Representative Order and the Interim DIP Order, granting a stay of proceedings in respect of the Chapter 11 Debtors and their respective businesses, property and directors and officers in Canada, appointing AlixPartners Restructuring Inc. as the Information Officer in respect of these Recognition Proceedings and granting certain super-priority charges.

[8] The Proposed Foreign Representative seeks the Interim Stay Order to give effect to the automatic stay of proceedings afforded to the Chapter 11 Debtors in the Chapter 11 Cases, and thereby to maintain the status quo, to ensure equal treatment among the Company's stakeholders, and to preserve and protect the value of the Company's business and property in Canada until the Foreign Representative Order can be entered and the Initial Recognition Order and Supplemental Order can be granted.

[9] TCP Inc. asserts, and I agree, that the proposed Interim Stay Order is appropriate in the circumstances and consistent with this court's practice in recognition proceedings under Part IV of the CCAA, and with the principles of cooperation and comity.

[10] The facts underlying this application are set out in detail in the November 9, 2026 Morando Affidavit, and, given the limited purpose for today's attendance, I do not propose to review those facts in detail in this endorsement.

[11] I note, however, that the Company designs, contracts to manufacture and sells apparel, accessories and footwear, predominantly at value prices across an omni-channel network of brick-and-mortar stores, e-commerce platforms and wholesale channels. The Chapter 11 Debtors physical and digital stores target the wardrobe needs of babies, toddler girls and boys, and older children, while their wholesale business includes a relationship with Amazon, an important customer acquisition vehicle.

[12] As of the Petition Date, the Company employed approximately 7,210 individuals, including approximately 6,911 employed by the Chapter 11 Debtors, of which, as noted above, approximately 749 are employed in Canada.

[13] As of November 6, 2026, the Chapter 11 Debtors' funded indebtedness included:

(a) Approximately $130.5 million outstanding under a credit agreement with Wells Fargo as administrative and collateral agent, which provides for a $350 million asset-based revolving ABL Credit Facility, secured by a first-priority security interest in substantially all of the Chapter 11 Debtors' assets;

(b) Approximately $100 million under a term loan agreement with Crystal Financial LLC d/b/a SLR as administrative and collateral agent, secured by a first-priority interest in certain intellectual property, real estate, furniture, fixtures, equipment and equity interests, and a second-priority security interest in the ABL Priority Collateral;

(c) Approximately $151.1 million under a series of four unsecured promissory notes with Mithaq, under which the Canadian Debtors are guarantors.

[14] In addition to this funded indebtedness, the Company also reported approximately $141.2 million of accounts payable as of the Petition Date, of which approximately $1.3 million is estimated to be owed by the Canadian Debtors to third parties. The Company also incurs material ordinary course obligations to merchandise vendors, landlords, freight and logistics providers, payment processors, technology providers, taxing authorities and other parties.

[15] In recent years, the Company has faced declining consumer demand, persistent cost inflation, elevated tariffs on imported goods, and intensified competitive and promotional pressure from both traditional retailers and e-commerce entrants. These factors have had a material adverse effect on financial performance. Net sales have been progressively declining.

[16] The Company has pursued numerous refinancing and operational initiatives, which provided meaningful liquidity but did not offset the magnitude of the Company's revenue declines and operating losses, nor sufficiently reduce the Company's substantial funded indebtedness.

[17] In the circumstances the Company began to evaluate various restructuring and prepetition sale efforts, and determined that commencing the Chapter 11 Cases to continue orderly store closing sales while pursuing in parallel a value-maximizing sale transaction represents the best available path to maximize value for the Chapter 11 Debtors' estates and stakeholders.

[18] Pending the hearing of the First Day Motions and the granting of the Foreign Representative Order, the Proposed Foreign Representative seeks the Interim Stay Order to give effect to the automatic stay of proceedings afforded to the Chapter 11 Debtors in Canada and thereby maintain the status quo, ensuring equal treatment among the Company's stakeholders.

[19] Absent the proposed Interim Stay, the Chapter 11 Debtors' creditors, including TCP Canada's landlords and suppliers, may seek to terminate the Canadian Leases, seize or distrain against inventory in the Canadian stores, or exercise other value-destructive rights or remedies against the Chapter 11 Debtors' business and property in Canada.

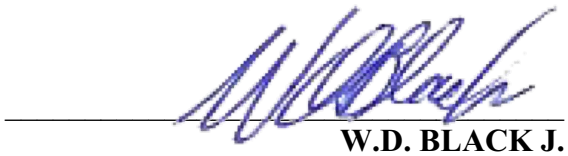
[20] In these circumstances, I am prepared to grant the Interim Stay Order sought.

[21] I am satisfied that the court has jurisdiction under Part IV of the CCAA where, as here, the Canadian Debtors have a substantial connection to Ontario.

[22] I also find that the Interim Stay Order is otherwise necessary and appropriate, and reflects the important overriding principles of cooperation and comity. The proposed Interim Stay Order squarely addresses the temporary gap between the filing of the Petitions and entry of the First Day Orders, and the prejudice that could result to the Chapter 11 Debtors and their creditors in the absence of a stay of proceedings in respect of their business and property in Canada.

[23] Accordingly, I am granting the Interim Stay Order sought, and have signed a copy thereof.

[24] The applicants and others will be attending before me again on November 13, 2026, to address the requests for an Initial Recognition Order and Supplemental Order.



W.D. BLACK J.

DATE: NOVEMBER 9, 2026

Appendix “C”

Court File No.:_____

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

CONSENT TO ACT AS INFORMATION OFFICER

ALIXPARTNERS RESTRUCTURING, INC. hereby consents to act as the information officer in respect of the above-captioned proceedings pursuant to the terms of the Supplemental Order (Foreign Main Proceeding) proposed by the Applicant.

Dated at Toronto, Ontario this 8th day of November, 2026.

ALIXPARTNERS RESTRUCTURING, INC.

Per: Noah Goldstein
Name: Noah Goldstein
Title: Partner and Managing Director

Appendix “D”

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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.

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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.

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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).

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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**

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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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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.

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

(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

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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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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)

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

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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

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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

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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

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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.

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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.

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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

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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.

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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. Broughton
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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

EXHIBIT A

(separately attached)

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The Children's Place
Store List
Exhibit A

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

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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

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

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

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The Children's Place
Store List
Exhibit A

Str	Name/Mall	Address	City	ST	Zip	US / CA
4256	Mystic Mall	170 EVERETT AVE	Chelsea	MA	2150	US
4258	The Shoppes at River Crossing	5080 RIVERSIDE DR	Macon	GA	31210	US
4259	Cypresswood Court	19507 NORTH FREEWAY	Spring	TX	77388	US
4263	Outlets of Mississippi	200 BASS PRO DRIVE	Pearl	MS	39208	US
4264	Tanger Outlets Houston	5885 GULF FWY	Texas City	TX	77591	US
4265	Fountains on the Lake	12520 FOUNTAIN LAKES CIR	Stafford	TX	77477	US
4269	Grand Central Mall	100 GRAND CENTRAL MALL	Vienna	WV	26105	US
4273	Huntington Mall	500 MALL ROAD & I-64	Barboursville	WV	25504	US
4287	San Francisco Premium Outlets	2774 LIVERMORE OUTLETS DR	Livermore	CA	94551	US
4290	Animas Valley Mall	4601 E MAIN ST	Farmington	NM	87402	US
4297	Gateway Center 2	501 GATEWAY DRIVE	Brooklyn	NY	11239	US
4299	Merrimack Premium Outlets	80 PREMIUM OUTLETS BOULEV	Merrimack	NH	3054	US
4308	The Outlet Shoppes at Atlanta	915 RIDGEWALK PKWY	Woodstock	GA	30188	US
4309	Gran Plaza Outlets	888 W 2ND ST	Calexico	CA	92231	US
4310	Outlets at Traverse Mountain	3700 CABELA'S BLVD	Lehi	UT	84048	US
4311	The Shoppes at Webb Gin	1350 SCENIC HWY S	Snellville	GA	)078-7907	US
4318	Charter Oak Marketplace	475 FLATBUSH AVE	Hartford	CT	3106-3601	US
4319	Tanger Outlets Palm Beach	1751 PALM BEACH LAKES BLVD	West Palm Beach	FL	33401	US
4320	Phoenix Premium Outlets	4976 PREMIUM OUTLET WAY	Chandler	AZ	85226	US
4324	Crabtree Valley Mall	4325 GLENWOOD AVE	Raleigh	NC	27612	US
4330	Tanger Outlets National Harbor	6800 OXON HILL RD	National Harbor	MD	20745	US
4331	Blue Star Shopping Center	1701 US-22	Watchung	NJ	'069-6512	US
4333	Firewheel Town Center	640 BEEBALM LANE	Garland	TX	75040	US
4355	Crossroads Mall	2 CROSSROADS MALL	Mount Hope	WV	25880	US
4362	St. Louis Premium Outlets	18521 OUTLET BOULEVARD	Chesterfield	MO	63005	US
4363	Southern Boulevard	963 SOUTHERN BOULEVARD	Bronx	NY	10459	US
4366	Charlotte Premium Outlets	5512 NEW FASHION WAY	Charlotte	NC	28217	US
4368	Parkway Place	2801 S MEMORIAL PKWY	Huntsville	AL	35801	US
4369	Ohio Valley Mall	67800 MALL RD	St Clairsville	OH	43950	US
4381	Outlets at Little Rock	11201 BASS PRO PARKWAY	Little Rock	AR	72210	US
4382	Tanger Asheville	800 BREVARD RD	Asheville	NC	28806	US
4385	Las Vegas South Premium Outlets	7400 LAS VEGAS BLVD S	Las Vegas	NV	89123	US
4388	The Outlet Shoppes of the Bluegrass	1155 BUCK CREEK RD	Simpsonville	KY	40067	US
4394	Springfield Town Center	6500 SPRINGFIELD MALL	Springfield	VA	22150	US
4402	Jerome Avenue	3451 JEROME AVENUE	Bronx	NY	10467	US
4403	The Outlet Shoppes at Laredo	1600 WATER ST	Laredo	TX	78040	US
4409	Tanger Outlets Fort Worth	15853 N FWY	Fort Worth	TX	76177	US
4412	Liberty Center	7100 FOUNDRY ROW	Liberty Township	OH	45069	US
4415	Christiana Mall	132 Christiana Mall	Newark	DE	19702	US
4417	Orlando Vineland Premium Outlets	8200 VINELAND AVE	Orlando	FL	32821	US
4440	Valencia Town Center	24201 VALENCIA BLVD	Valencia	CA	91355	US
4444	Mayfair	2500 N MAYFAIR RD	Wauwatosa	WI	53226	US
4450	Outlets at Tejon	5701 OUTLETS AT TEJON PKWY	Arvin	CA	93203	US
4454	Dolphin Mall	11401 NW 12th Street	Miami	FL	33172	US
4455	Houston Premium Outlets	29300 HEMPSTEAD RD	Cypress	TX	77433	US
4464	Woodfield Mall	5 WOODFIELD MALL	Schaumburg	IL	60173	US
4481	Sunvalley Mall	311 Sunvalley Mall	Concord	CA	94520	US
4484	Leesburg Premium Outlets	241 Fort Evans Road NE	Leesburg	VA	20176	US
4485	The SoNo Collection	100 N WATER ST	Norwalk	CT	6854	US
4492	Gloucester Premium Outlets	100 PREMIUM OUTLET DR	Blackwood	NJ	8012	US
4498	Broward Mall	8000 W BROWARD BLVD	Plantation	FL	33388	US
4499	Viewmont Mall	100 Viewmont Mall	Scranton	PA	18508	US
4501	Tanger Atlantic City	30 N. Michigan Avenue	Atlantic City	NJ	8401	US
4502	Tanger Charleston	4840 Tanger Outlets Boulevard	North Charleston	SC	29418	US
4503	Tanger Rehoboth	36470 Seaside Outlet Drive	Rehoboth Beach	DE	19971	US
4504	Tanger Riverhead	504 Tanger Mall Drive	Riverhead	NY	11901	US
4505	Tanger San Marcos	4015 Interstate 35 South	San Marcos	TX	78666	US
4506	Tanger Hilton Head	1414 Fording Island Road	Bluffton	SC	29910	US
4507	Tanger Pittsburgh	2200 Tanger Boulevard	Washington	PA	15301	US
4508	Tanger Foxwoods	455 Trolley Line Boulevard	Mashantucket	CT	6338	US
4509	Outlet Collection Seattle	1101 Outlet Collection Way SW	Auburn	WA	98001	US
4510	Outlets of Des Moines	567 Bass Pro Drive	Altoona	IA	50009	US
4511	Twin Cities Premium Outlets	3965 Eagan Outlets Parkway	Eagan	MN	55121	US
4512	Menlo Park Mall	55 Parsonage Road	Edison	NJ	8837	US
4513	Pleasant Prairie Premium	11211 120th Avenue	Pleasant Prairie	WI	53158	US
4514	Fashion Outlet Chicago	5220 Fashion Outlets Way	Rosemont	IL	60018	US
4515	Tanger Kansas City @ Legends	1843 Village West Parkway	Kansas City	KS	66111	US
4516	Tanger Outlets Locust Grove	1000 Tanger Drive	Locust Grove	GA	30248	US
4517	Tanger Columbus	400 S Wilson Road	Sunbury	OH	43074	US
4518	Florida Keys Outlet Marketplace	250 E Palm Dr	Florida City	FL	33034	US
4519	Albertville Premium Outlets	6415 Labeaux Avenue NE	Albertville	MN	55301	US
4520	Clarksburg Premium Outlets	22705 Clarksburg Road	Clarksburg	MD	20871	US
4521	Denver Premium Outlets	13801 Grant Street	Thornton	CO	80023	US
4522	Norfolk Premium Outlets	1600 Premium Outlets Boulevard	Norfolk	VA	23502	US
4523	Pismo Beach Premium Outlets	333 Five Cities Drive	Pismo Beach	CA	93449	US
4524	Queenstown Premium Outlets	441 Outlet Center Drive	Queenstown	MD	21658	US
4525	Seattle Premium Outlets	10600 Quil Ceda Blvd	Tulalip	WA	98271	US
4526	St. Augustine Premium Outlets	2700 State Road 16	St. Augustine	FL	32092	US
4527	Tampa Premium Outlets	2224 Grand Cypress Drive	Lutz	FL	33559	US
4528	Tucson Premium Outlets	6401 West Marana Center Blvd.	Tucson	AZ	85742	US
4529	Tulsa Premium Outlets	801 East Outlet Drive	Jenks	OK	74037	US
4530	Vacaville Premium Outlets	321 Nut Tree Road	Vacaville	CA	95687	US
7001	Garden State Plaza	One Garden State Plaza	Paramus	NJ	7652	US
7002	Desert Hills Premium	48400 Seminole Drive	Cabazon	CA	92230	US
7003	Las Vegas Premium North	785 South Grand Central Parkway	Las Vegas	NV	89106	US
7004	San Francisco Premium Outlets	2660 Livermore Outlets Drive	Livermore	CA	94551	US
7005	Wrentham Village Premium Outlets	1 Premium Outlets Boulevard	Wrentham	MA	2093	US

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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.

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EXHIBIT C

Consultant Expense Budget

(separately attached)

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EXHIBIT C
CONSULTANT EXPENSE BUDGET
FEB SALE TERMINATION

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

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EXHIBIT D-1

US Sale Guidelines

(separately attached)

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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

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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

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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.

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EXHIBIT D-2

Canadian Sale Guidelines

(separately attached)

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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.

Docusign Envelope ID: D1F70D9D-FBA4-8871-80B3-415972A411DA

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

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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

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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.

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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.