SECURITIES AND EXCHANGE COMMISSION

# **FORM 10-Q**

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: 2010-08-20 | Period of Report: 2010-07-31 SEC Accession No. 0001193125-10-194060

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## **FILER**

#### **CASUAL MALE RETAIL GROUP INC**

CIK:813298| IRS No.: 042623104 | State of Incorp.:DE | Fiscal Year End: 0131 Type: 10-Q | Act: 34 | File No.: 001-34219 | Film No.: 101029833 SIC: 5651 Family clothing stores Mailing Address 555 TURNPIKE STREET CANTON MA 02021

Business Address 555 TURNPIKE STREET CANTON MA 02021 7818215900

# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## **FORM 10-Q**

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Quarterly Period Ended July 31, 2010

**Commission File Number 01-34219** 

# CASUAL MALE RETAIL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

555 Turnpike Street, Canton, MA (Address of principal executive offices) 04-2623104

(IRS Employer Identification No.)

02021

(Zip Code)

#### (781) 828-9300

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  $\boxtimes$  No  $\square$ 

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  $\square$  No  $\square$ 

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer		Accelerate	ed filer		X
Non-accelerated filer	$\Box$ (Do not check if a smaller reporting company)	Smaller re	porting co	ompany	
Indicate by check	mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Excha	nge Act).	Yes 🗆	No 🗵	
The number of sh	ares of common stock outstanding as of July 31, 2010 was 47,709,124.				

#### PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

## CASUAL MALE RETAIL GROUP, INC.

## CONSOLIDATED BALANCE SHEETS

#### (In thousands, except share data)

	July 31, 2010 (unaudited)	January 30, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	\$7,912	\$ 4,302
Accounts receivable	3,357	2,494
Inventories	94,241	89,977
Prepaid expenses and other current assets	8,858	8,380
Total current assets	114,368	105,153
Property and equipment, net of accumulated depreciation and amortization	39,023	41,888
Other assets:		
Intangible assets	32,553	32,809
Other assets	1,143	1,189
Total assets	\$187,087	\$ 181,039
LIABILITIES AND STOCKHOLDERS' EQUITY		

Current liabilities:

Current portion of long-term debt	\$4,874	\$ 4,874
Current portion of deferred gain on sale-leaseback	1,465	1,465
Accounts payable		
Income taxes payable	27,497	19,753
	1,447	1,485
Accrued expenses and other current liabilities	22,125	28,531
Notes payable		3,475
Total current liabilities	57,408	59,583
Long-term liabilities:	,	,
Deferred gain on sale-leaseback, net of current portion	21,249	21,981
Long-term debt, net of current portion	265	2,702
Deferred income taxes	1,153	769
Other long-term liabilities	2,781	2,781
Total liabilities		
Stockholders' equity:	82,856	87,816
Preferred stock, \$0.01 par value, 1,000,000 shares authorized, none issued at July 31, 2010 and		
January 30, 2010	_	_
Common stock, \$0.01 par value, 100,000,000 shares authorized, 58,586,563 and 58,046,235 issued at July 31, 2010 and January 30, 2010, respectively	586	580
Additional paid-in capital		
	289,535	288,367

Accumulated deficit		
	(94,232)	(103,982)
Treasury stock at cost, 10,877,439 shares at July 31, 2010 and January 30, 2010	(87,977 )	(87,977)
	(87,977)	(87,977)
Accumulated other comprehensive loss		
	(3,681)	(3,765)
Total stockholders' equity	104,231	93,223
Total liabilities and staal-halders' aquity		
Total liabilities and stockholders' equity	\$187,087	\$ 181,039

The accompanying notes are an integral part of the consolidated financial statements.

#### CONSOLIDATED STATEMENTS OF OPERATIONS

## (In thousands, except per share data)

## (Unaudited)

	For the three months ended		For the six months ended		
	July 31, 2010	August 1, 2009	July 31, 2010	August 1, 2009	
Sales	\$ 97,251	\$ 98,252	\$192,235	\$ 195,813	
Cost of goods sold, including occupancy	52,142	54,427	103,558	110,430	
Gross profit	45,109	43,825	88,677	85,383	
Expenses:					
Selling, general and administrative	35,431	35,513	71,062	72,664	
Depreciation and amortization	3,364	3,980	6,688	7,777	
Total expenses	38,795	39,493	77,750	80,441	
Operating income	6,314	4,332	10,927	4,942	
Other income, net	105	93	208	186	
Interest expense, net	(153)	(295)	(308)	(625 )	
Income before income taxes	6,266	4,130	10,827	4,503	
Provision for income taxes	670	504	1,077	541	
Net income	\$ 5,596	\$ 3,626	\$9,750	\$ 3,962	
Net income per share - basic	\$ 0.12	\$ 0.09	\$0.21	\$ 0.10	
Net income per share - diluted	\$ 0.12	\$ 0.09	\$0.21	\$ 0.10	

Copyright © 2012 www.secdatabase.com. All Rights Reserved. Please Consider the Environment Before Printing This Document Weighted average number of common shares outstanding

- basic	46,983	41,450	46,821	41,450
- diluted	47,494	41,926	47,384	41,638

The accompanying notes are an integral part of the consolidated financial statements.

## CASUAL MALE RETAIL GROUP, INC. CONSOLIDATED STATEMENTS OF CASH FLOWS (In thousands) (Unaudited)

	Six Months Ended		
	July 31, 2010	August 1, 200	
h flows from operating activities:			
Net income	\$ 9,750	\$ 3,962	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	6,688	7,777	
Amortization of deferred gain from sale-leaseback	(732)	(733	
Deferred income taxes, net of valuation allowance	384	_	
Stock based compensation expense	850	210	
Issuance of common stock to Board of Directors	20	_	
nges in operating assets and liabilities:			
Accounts receivable	(1,071 )	(79	
Inventories	(4,264 )	4,361	
Prepaid expenses	(478 )	(218	
Other assets	36	62	
Accounts payable			
Income taxes payable	7,744	(3,816	
	(38)	396	

Accrued expenses and other current liabilities	(6,322)	(3,825)
Net cash provided by operating activities	12,567	8,097
Cash flows from investing activities:		
Additions to property and equipment	(3,557 )	(2,246)
Net proceeds from sale of subsidiary, LP Innovations, Inc.	208	186
Net cash used for investing activities		
Cash flows from financing activities:	(3,349)	(2,060)
Net repayments under credit facility		
Principal payments on long-term debt	(3,475 )	(2,829)
Proceeds from the issuance of common stock under option program	(2,437 )	(2,437 )
	304	_
Net cash used for financing activities	(5,608)	(5,266)
Net change in cash and cash equivalents	3,610	771
Cash and cash equivalents:		
Beginning of the period	4,302	4,953
End of the period		
	\$7,912	\$ 5,724

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

For the six months ended July 31, 2010

(In thousands)

(Unaudited)

	Comm	on Stock	Additional	Treasu	ry Stock		Accumulated Other	
	Shares	Amounts	Paid-in Capital	Shares	Amounts	Accumulated Deficit	Comprehensive Income (Loss)	Total
Balance at January 30, 2010	58,046	<u>\$ 580</u>	\$288,367	(10,877)	<u>\$(87,977)</u>	<u>\$(103,982</u> )	<u>\$ (3,765</u> )	\$93,223
Stock based compensation expense			850					850
Issuance of restricted stock	282	3	(3)					_
Board of Directors compensation	6	_	20					20
Exercises under option programs	253	3	301					304
Accumulated other comprehensive income (loss):								
Unrecognized loss associated with pension plan							57	57
Foreign currency							27	27
Net income						9,750		9,750
Total comprehensive income								9,834
Balance at July 31, 2010	58,587	\$ 586	\$289,535	(10,877)	<u>\$(87,977)</u>	<u>\$(94,232</u> )	\$ (3,681 )	\$104,231

The accompanying notes are an integral part of the consolidated financial statements.

#### Notes to Consolidated Financial Statements

#### 1. Basis of Presentation

In the opinion of management of Casual Male Retail Group, Inc., a Delaware corporation (the "Company"), the accompanying unaudited consolidated financial statements contain all adjustments necessary for a fair presentation of the interim financial statements. These financial statements do not include all disclosures associated with annual financial statements and, accordingly, should be read in conjunction with the notes to the Company's audited consolidated financial statements for the fiscal year ended January 30, 2010 included in the Company's Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission on March 19, 2010.

The information set forth in these statements may be subject to normal year-end adjustments. The information reflects all adjustments that, in the opinion of management, are necessary to present fairly the Company's results of operations, financial position and cash flows for the periods indicated. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's business historically has been seasonal in nature, and the results of the interim periods presented are not necessarily indicative of the results to be expected for the full year.

The Company's fiscal year is a 52- or 53- week period ending on the Saturday closest to January 31. Fiscal 2010 is a 52-week period ending on January 29, 2011. Fiscal 2009 was a 52-week period which ended January 30, 2010.

#### Accounting Standards Codification

On July 1, 2009, the Financial Accounting Standards Board ("FASB") released the Accounting Standards Codification ("ASC"). The ASC became the single source of authoritative nongovernmental U.S. GAAP and is effective for all interim and annual periods ending after September 15, 2009. All existing accounting standards documents were superseded and any other literature not included in the ASC is considered non-authoritative. The adoption of the ASC did not have any impact on the Company's financial condition, results of operations and cash flows, as the ASC did not change existing U.S. GAAP. The adoption of the ASC changes the approach of referencing authoritative literature by topic (each a "Topic") rather than by type of standard. Accordingly, references to former FASB positions, statements, interpretations, opinions, bulletins or other pronouncements in the Company's Notes to Consolidated Financial Statements are now presented as references to the corresponding Topic in the ASC.

#### Segment Information

The Company reports its operations as one reportable segment, Big & Tall Men's Apparel, which consists of three operating segments–B&T Factory Direct, Casual Male XL and Rochester. The Company considers its operating segments to be similar in terms of economic characteristics, production processes and operations, and have therefore aggregated them into a single reporting segment.

#### **Other Intangibles**

The Company's trademarks are considered indefinite-lived intangible assets and must be tested annually for potential impairment. Both the Casual Male and Rochester trademarks were tested for potential impairment in December 2009, as part of the Company's annual impairment analysis. Utilizing an income approach with appropriate royalty rates applied, the Company concluded that the Casual Male trademark, with a carrying value of \$29.2 million, and the Rochester trademark, with a carrying value of \$1.5 million, were not impaired.

#### Stock-based Compensation

All share-based payments, including grants of employee stock options, are recognized as an expense in the statement of operations based on their fair values and vesting periods. The fair value of stock options is determined using the Black-Scholes valuation model and requires the input of subjective assumptions. These assumptions include estimating the length of time employees will retain their vested stock options before exercising them (the "expected term"), the estimated

#### Notes to Consolidated Financial Statements-(Continued)

volatility of the Company's common stock price over the expected term and the number of options that will ultimately not complete their vesting requirements ("forfeitures"). The Company reviews its valuation assumptions at each grant date and, as a result, is likely to change its valuation assumptions used to value employee stock-based awards granted in future periods. The values derived from using the Black-Scholes model are recognized as an expense over the vesting period, net of estimated forfeitures. The estimation of stock-based awards that will ultimately vest requires significant judgment. Actual results, and future changes in estimates, may differ from the Company's current estimates.

For the first six months of fiscal 2010 and fiscal 2009, the Company recognized total stock-based compensation expense of \$0.9 million and \$0.2 million, respectively. Approximately \$0.2 million of the \$0.9 million of stock-based compensation expense for the first six months of fiscal 2010 relates to the expense associated with the grant of equity awards pursuant to the Company's Long-Term Incentive Plan.

The total compensation cost related to non-vested awards not yet recognized as of July 31, 2010 is approximately \$1.5 million which will be expensed over a weighted average remaining life of 23 months.

#### Valuation Assumptions for Stock Options and Restricted Stock

During the first six months of fiscal 2010, the Company granted 308,550 shares of restricted stock which included 283,550 shares to members of management as a result of the Company's achievement of certain performance targets in fiscal 2009 pursuant to its Long-Term Incentive Plan. For the first six months of fiscal 2009, the Company granted 667,500 shares of restricted stock. Each restricted share of common stock was assigned a fair value equal to the closing price of the Company's common stock on the date of grant.

During the first six months of fiscal 2010, stock options to purchase 383,172 shares of common stock were granted. Of this amount, stock options to purchase 20,606 shares of common stock were issued pursuant to the Long-Term Incentive Plan for fiscal 2009. The fair value of each option granted is estimated on the date of grant using the Black-Scholes option-pricing model. The weighted-average grant date fair-value of stock options granted during the first six months of fiscal 2010 was \$1.07 per share. There were no stock options granted during the first six months of fiscal 2009.

The following assumptions were used for grants for the first six months of fiscal 2010. There were no assumptions for the first six months of fiscal 2009 because there were no stock option grants.

	July 31, 2010
Expected volatility	55.0%
Risk-free interest rate	1.14-1.55%
Expected life	2.1-3.0 yrs
Dividend rate	

Expected volatilities are based on historical volatilities of the Company's common stock; the expected life represents the weighted average period of time that options granted are expected to be outstanding giving consideration to vesting schedules and historical exercise patterns; and the risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option.

During the first six months of fiscal 2010, options for 252,500 shares of common stock were exercised with an intrinsic value of approximately \$0.5 million.

#### 2. Debt

#### Credit Agreement with Bank of America Retail Group, Inc.

At July 31, 2010, the Company had no outstanding borrowings under its credit facility, as most recently amended December 20, 2007, with Bank of America, N.A. (the "Credit Facility"). The maturity date of the Credit Facility is October 29, 2011. Outstanding standby letters of credit were \$2.1 million and outstanding documentary letters of credit were \$5.0 million. Average monthly borrowings outstanding under the Credit Facility during the first six months of fiscal 2010 were approximately \$5.3 million, resulting in an average unused excess availability of approximately \$59.7 million. Unused excess availability at July 31, 2010 was \$64.9 million. The Company's obligations under the Credit Facility are secured by a lien on all of its assets. The Company is not subject to any financial covenants pursuant to this Credit Facility.

#### Notes to Consolidated Financial Statements-(Continued)

The fair value of amounts outstanding under the Credit Facility approximates the carrying value at July 31, 2010. At the Company's option, any portion of the outstanding borrowings can be converted to LIBOR-based contracts; the remainder bears interest based at prime. At July 31, 2010, the prime-based interest rate was 3.25%. The Company had no outstanding borrowings at July 31, 2010.

#### Long-Term Debt with Banc of America Leasing & Capital, LLC

Pursuant to two Equipment Security Notes with Banc of America Leasing & Capital, LLC for equipment financing, the Company has \$5.1 million outstanding at July 31, 2010. The secured notes are due July 20, 2011 and January 16, 2012. Both secured notes accrue interest at a per annum rate of 1.75% plus the rate of interest equal to the 30-day published LIBOR rate. Principal and interest, in arrears, are payable monthly, commencing one month after issuance of such note.

Both notes are secured by a security interest in all of the Company's rights, title and interest in and to certain equipment. The Company is not subject to any financial covenants pursuant to these notes.

#### 3. Equity

#### Earnings per Share

The following table provides a reconciliation of the number of shares outstanding for basic and diluted earnings per share:

	For the three	For the three months ended		For the six months ended	
	July 31, 2010	July 31, 2010 August 1, 2009		August 1, 2009	
(in thousands)					

#### **Common Stock Outstanding**

Basic weighted average common shares outstanding	46,983	41,450	46,821	41,450
Common Stock Equivalents-Stock options, restricted stock and warrants	511	476	563	188
Diluted weighted average common shares Outstanding	47,494	41,926	47,384	41,638

The following potential common stock equivalents were excluded from the computation of diluted earnings per share in each period because the exercise price of such options and warrants was greater than the average market price per share of common stock for the respective periods.

	For the three months ended		For the six months ended	
	July 31, 2010	August 1, 2009	July 31, 2010	August 1, 2009
(in thousands, except exercise prices)				
Options	3,289	3,407	3,289	3,510

Warrants					
	-	1,058	-	1,058	
Range of exercise prices of such options and warrants	\$3.88 - \$10.26	\$2.37 - \$10.26	\$3.88 - \$10.26	\$1.25 - \$10.26	

The above options, which were outstanding at July 31, 2010, expire from May 25, 2011 to May 3, 2020.

#### 4. Income Taxes

At July 31, 2010, the Company had total deferred tax assets of approximately \$52.5 million, with a corresponding valuation allowance of \$52.5 million and a total deferred tax liability of approximately \$1.2 million. The deferred tax assets primarily relate to net operating loss carryforwards that expire through 2029 and to a lesser extent book/tax timing differences.

#### Notes to Consolidated Financial Statements-(Continued)

The Company's effective tax rate for the first six months of fiscal 2010 has been reduced from the statutory rate due to the utilization of the Company's fully reserved net operating loss carryforwards.

A tax position is recognized as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. The charge for taxation is based on the results for the year as adjusted for items that are non-assessable or disallowed. The charge is calculated using tax rates that have been enacted or substantively enacted by the balance sheet date. Pursuant to Topic 740, *Income Taxes*, the Company will recognize the benefit from a tax position only if it is more likely than not that the position would be sustained upon audit based solely on the technical merits of the tax position. At July 31, 2010, the Company had no material unrecognized tax benefits.

The Company is subject to U.S. federal income tax as well as income tax of multiple state and foreign jurisdictions. The Company has concluded all U.S. federal income tax matters for years through fiscal 1997, with remaining fiscal years subject to income tax examination by federal tax authorities.

The Company's policy is to recognize accrued interest and penalties related to unrecognized tax benefits in its income tax provision. The Company has not accrued or paid interest or penalties which were material to its results of operations for the second quarter and first six months of fiscal 2010.

#### 5. Recently Issued Accounting Pronouncements

The Company has reviewed accounting pronouncements and interpretations thereof that have effective dates during the periods reported and in future periods. The Company believes that the following impending standards may have an impact on its future filings. The applicability of any standard will be evaluated by the Company and is still subject to review by the Company.

In January 2010, the FASB issued Accounting Standards Update ("ASU") No. 2010-04–Accounting for Various Topics–Technical Corrections to Various SEC Paragraphs. This update represents technical corrections to SEC paragraphs. The adoption of ASU No. 2010-04 will not have a material impact on the Company's financial statements.

In January 2010, the FASB issued ASU No. 2010-06–Fair Value Measurements and Disclosures (Topic 820)–Improving Disclosures about Fair Value Measurements. This update affects all entities that are required to make disclosures about recurring or nonrecurring fair value measurements. This update provides amendments to Subtopic 820-10 that requires new disclosures and clarifies existing disclosures. The adoption of ASU No. 2010-06 will not have a material impact on the Company's financial statements.

In February 2010, the FASB issued ASU No. 2010-08–Technical Corrections to Various Topics. This update's purpose is to eliminate GAAP inconsistencies, update outdated provisions and provide needed clarifications. The adoption of ASU No. 2010-08 will not have a material impact on the Company's financial statements.

In February 2010, the FASB issued ASU No. 2010-09–Subsequent Events (Topic 855)–Amendments to Certain Recognition and Disclosure Requirements. This update addresses both the interaction of the requirements of this Topic with the SEC's reporting requirements and the intended breadth of the reissuance disclosure provision related to subsequent events (paragraph 855-10-50-4). The adoption of ASU No. 2010-09 will not have a material impact on the Company's financial statements.

#### Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

#### FORWARD-LOOKING STATEMENTS

Certain statements contained in this Quarterly Report on Form 10-Q constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995. In some cases, forward-looking statements can be identified by the use of forward-looking terminology such as "may," "will," "estimate," "intend," "plan," "continue," "believe," "expect" or "anticipate" or the negatives thereof, variations thereon or similar terminology. The forward-looking statements contained in this Quarterly Report are generally located in the material set forth under the heading "Management' s Discussion and Analysis of Financial Condition and Results of Operations," but may be found in other locations as well. These forward-looking statements generally relate to plans and objectives for future operations and are based upon management' s reasonable estimates of future results or trends. The forward-looking statements in this Quarterly Report should not be regarded as a representation by us or any other person that our objectives or plans will be achieved. Numerous factors could cause our actual results to differ materially from such forward-looking statements. We encourage readers to refer to Part I, Item 1A of our Annual Report on Form 10-K for the year ended January 30, 2010, filed with the Securities and Exchange Commission on March 19, 2010, and Part II, Item 1A of this Quarterly Report which identify certain risks and uncertainties that may have an impact on our future earnings and the direction of our Company.

All subsequent written and oral forward-looking statements attributable to us or to persons acting on our behalf are expressly qualified in their entirety by the foregoing. These forward-looking statements speak only as of the date of the document in which they are made. We disclaim any obligation or undertaking to provide any updates or revisions to any forward-looking statement to reflect any change in our expectations or any change in events, conditions or circumstances in which the forward-looking statement is based.

#### BUSINESS SUMMARY

Casual Male Retail Group, Inc. together with our subsidiaries is the largest specialty retailer of big & tall men's apparel with retail operations throughout the United States, Canada and London, England. As of July 31, 2010, we operated 451 Casual Male XL retail and outlet stores, 1 Destination XL store and 19 Rochester Clothing stores and a direct to consumer business, which includes several catalogs and e-commerce sites.

Unless the context indicates otherwise, all references to "we," "ours," "our," "us" and "the Company" refer to Casual Male Retail Group, Inc. and its consolidated subsidiaries. We refer to our fiscal years which end on January 29, 2011 and January 30, 2010 as "fiscal 2010" and "fiscal 2009," respectively.

When discussing sales growth, we refer to the term "comparable sales." Comparable sales for all periods discussed include our retail stores that have been open for at least one full year together with our e-commerce and catalog sales. Stores that may have been remodeled, expanded or re-located during the period are also included in our determination of comparable sales. We include our direct businesses as part of our calculation of comparable sales because we are a multi-channel retailer, offering our customers convenient alternatives for their shopping. The method of calculating comparative sales varies across the retail industry and, as a result, our calculation of comparable sales is not necessarily comparable to similarly titled measures reported by other companies.

#### **RESULTS OF OPERATIONS**

#### **Financial Summary**

Although our total sales for the second quarter and first six months of fiscal 2010 were down 1.0% and 1.8%, respectively, we continue to see gradual improvement in our comparable sales. For the second quarter of fiscal 2010, our comparable sales increased 0.8% from the second quarter of fiscal 2009 as compared to decreases in the immediate past three quarters of -0.7%, -8.2% and -10.6% for the first quarter of fiscal 2010 and fourth and third quarters of fiscal 2009, respectively, as compared to the corresponding period of the applicable prior fiscal year. The sales performance in the second quarter and first six months of fiscal 2010 was largely achieved with improved sales productivity despite negative traffic trends which continue to decline in the high single digit level. Of equal importance, our gross margin rates continued to improve by 180 basis points for the second quarter and by 250 basis points for the first six months of fiscal 2010, in each case, as

compared to the corresponding period of fiscal 2009, as a result of strong merchandise margins and realization of cost savings from renegotiated leases. As a result, our net income, per diluted share, for the second quarter and first six months of fiscal 2010 significantly improved to \$0.12 and \$0.21 from last year's \$0.09 and \$0.10, respectively. Our primary focus for the remainder of fiscal 2010 will continue to be on improving operating income and optimizing our free cash flow, as our sales base gradually recovers over the longer term.

During the second quarter of fiscal 2010, we also continued to manage our inventory levels prudently. Our aggressive approach in managing our inventory has been a key component to optimizing our merchandise margins, enabling us to avoid excessive promotional and clearance activity. We have also reduced our total indebtedness at July 31, 2010 by 88.8% from August 1, 2009. In addition, at July 31, 2010 we have approximately \$64.9 million of availability and no outstanding borrowings under our credit facility.

With this restructured operating model intended to optimize operating margins, we believe that our existing business will remain stable, generating positive cash flow. However, we do not believe that new store growth in our current formats will produce the level of market share growth we hope to achieve. Given that, during fiscal 2009, we started to pursue new strategies to grow our business and increase our market share within the big & tall market. We believe that in order to be successful and to become a growth business, we need to develop more compelling and convenient ways for our customers to shop, while attracting a largely untapped segment of the big & tall market– the smaller waist customer (with waist sizes 42" to 46"). We believe that we have a significant opportunity to substantially grow our market share in this area of the big & tall market.

#### <u>New Store Concept - Destination XL<sup>M</sup></u>

Our target customer group is a very diverse group, and we currently try to cater to them in individual groups through our various channels and brands, such as B&T Factory Direct for our value-oriented customers, Casual Male XL for our moderate-priced customer and Rochester Clothing for our high-end customers. Our new concept will merge all of our brands under one roof, making it easier for our customers to find the merchandise they are looking for without having to shop several stores.

During the second quarter of fiscal 2010, we began testing our new concept, the Destination XL store. In July 2010, we opened our first Destination XL store in Schaumburg, Illinois. Our Destination XL store concept is a supercenter, averaging 11,000 square feet, offering a full assortment from all of our core brands, including Casual Male XL, Rochester Clothing and B&T Factory Direct, as well as expanded assortments of Shoes XL and Living XL. All of our brands, across all channels, are represented in our new store utilizing a good, better, best pricing structure. Our family-friendly destination store will offer our customers one-stop shopping for all of their apparel needs while providing them with a comfortable and entertaining atmosphere, complete with interactive elements. This new store concept is the first of its kind in the big & tall market.

Subsequent to the end of the second quarter of fiscal 2010, we opened two additional Destination XL stores located in Memphis, Tennessee and Las Vegas, Nevada. Our fourth store in Houston, Texas is expected to open during the third quarter of fiscal 2010.

The economic proposition for the Destination XL concept consists of greater efficiencies in serving the market area resulting in higher operating margins, and potentially greater sales volumes with increased market share in each market by either (a) gaining a larger share of our existing customers' annual expenditures on apparel, or (b) increasing our market penetration with our customers whose waist size is between 42" and 46", or both. Accordingly, the expectation is enhanced returns on capital and operating income from each market compared to our existing locations.

The performance of the DXL<sup>™</sup> stores, although still early, has been consistent with our expectations. Customer reaction to the new store format, which has almost triple the product assortments of an average Casual Male store, has been positive, and our transaction levels have significantly increased similar to those experienced with our hybrid stores. With an expectation of four stores opened by the end of August 2010, we have no current plans for any additional store openings for this fiscal year and we will continue to monitor the DXL stores performance before formulating any future plans for the DXL format.

In conjunction with our new store concept, we will also be launching a cross-channel e-commerce site, combining all of our existing ecommerce sites into one enhanced website–DestinationXL, with state-of-the-art features and best practices. The DestinationXL website is expected to launch in early fiscal 2011. This will enable our customers to shop across all of our brands and product extensions with ease and will bring all of our customers under one concept. Their classification as a "Rochester" customer or a "Casual Male" customer will no longer limit their ability to access our full-product assortment.

#### Fiscal 2010 Outlook

We are continuing to see gradual improvements throughout the retail industry, but because of our specific market, where the expectation is that the rebound in consumer spending will be over an extended period of time, we expect our sales volumes for fiscal 2010 to be relatively flat to fiscal 2009. With estimated total sales of approximately \$390.0 - \$395.0 million, we expect to make continued improvements in gross margins of between 110 and 140 basis points and selling, general and administrative ("SG&A") costs to decline approximately 2% from 2009 levels.

Based on the operating results for the first six months of fiscal 2010 and the Company's recent trends, we are raising our earnings expectations for fiscal 2010 by an additional \$0.03 per diluted share. At the end of the first quarter of fiscal 2010, we stated that we expected earnings to be between \$0.26 and \$0.29 per diluted share. We have raised that range to \$0.29 to \$0.32 per diluted share. For the second half of fiscal 2010, we expect to see improvements in earnings consistent with the expected 2010 annual improvement to 2009.

From a liquidity perspective, we expect to generate free cash flow of approximately \$24.0 million (up from our previously disclosed expectation of \$20.0 million), which represents cash flow from operations of \$34.0 million less budgeted capital expenditures of approximately \$10.0 million. See "Presentation of Non-GAAP Measure" below for calculation and reconciliation of non-GAAP free cash flow. Our capital expenditure projects for fiscal 2010 are primarily related to our Destination XL store concept and the corresponding enhancement and launching of our cross-channel e-commerce site.

The free cash flow we generate in fiscal 2010 is being utilized to reduce amounts outstanding from time to time under our existing credit facility. At the end of fiscal 2010, we expect to have cash balances of between \$15.0 and \$20.0 million and only approximately \$3.0 million in outstanding debt for a term note maturing in 2011. We expect that the availability under our revolver, which will not expire until October 2011, will be over \$60 million by the end of the fiscal year. Accordingly, we expect to maintain a level of free cash flow and balance sheet liquidity to support and finance our current long term strategic plans.

## Presentation of Non-GAAP Measure

The presentation of non-GAAP free cash flow is not a measure determined by generally accepted accounting principles ("GAAP") and should not be considered superior to or as a substitute for net income or cash flows from operating activities or any other measure of performance derived in accordance with GAAP. In addition, all companies do not calculate non-GAAP financial measures in the same manner and, accordingly, "free cash flows" presented in this report may not be comparable to similar measures used by other companies. We calculate free cash flows as cash flow from operating activities, less capital expenditures and discretionary store asset acquisitions. We believe that inclusion of this non-GAAP measure helps investors gain a better understanding of our cash flow performance, especially when comparing such results to previous periods. The following table reconciles our non-GAAP free cash flow measure:

	For the six months ended:		<b>Projected Cash Flow</b>	
<u>(in millions)</u>	July 31, 2010	August 1, 2009	Fiscal 2010	
Cash flow from operating activities	\$ 12.6	\$ 8.1	\$ 34.0	
Less: Capital expenditures	(3.6)	(2.2 )	(10.0)	
Free Cash Flow	<u>\$ 9.0</u>	\$ 5.9	<u>\$</u> 24.0	

#### Sales

For the second quarter of fiscal 2010, total sales decreased by 1.0% to \$97.3 million when compared to total sales of \$98.3 million for the second quarter of fiscal 2009. Comparable sales for the second quarter increased 0.8% when compared to the same period of the prior year. This increase consisted of a 0.3% increase in sales from our Casual Male XL business offset by a 2.2% decrease in our Rochester business.

Our comparable sales increase for the second quarter of fiscal 2010 is primarily attributable to improvements in our conversion rate (the percentage of store customers who make a purchase) of 5.3%, as well as an increase in dollars spent per transaction. Both of these metrics have contributed to mitigating the reduced traffic flow which was down approximately 6.3% for the second quarter of fiscal 2010 as compared to the second quarter of fiscal 2009. Sales across our direct businesses increased by 5.2% while comparable sales from our retail channel decreased 0.2% for the second quarter of fiscal 2010 as compared to the prior year's second quarter.

For the first six months of fiscal 2010, total sales decreased 1.8% to \$192.2 million as compared to total sales of \$195.8 million for the first six months of fiscal 2009. Comparable sales for the first six months of fiscal 2010 increased 0.1% when compared to the first six months of fiscal 2009. This increase consisted of a 1.2% increase in our Rochester business offset by a 1.0% decrease in our Casual Male XL business. Our Rochester business was most affected by the economic recession; as a result, we are seeing improvements in our Rochester business as our higher-end customers start returning. Sales from our direct businesses increased by 2.9% while sales from our retail channel dropped by 0.6% for the first six months of fiscal 2010 as compared to the first six months of the prior year.

We expect that sales will likely rebound very slowly, especially considering that although the overall economy has shown signs of improvement, unemployment rates, which have a direct impact on consumer spending, remain high. Accordingly, although we are seeing signs of improvement, we are planning sales volumes for fiscal 2010 to remain flat to fiscal 2009 at approximately \$390.0 to \$395.0 million, with comparable sales to approximate between flat to +1%.

#### **Gross Profit Margin**

For the second quarter of fiscal 2010, our gross margin rate, inclusive of occupancy costs, was 46.4% as compared to a gross margin rate of 44.6% for the second quarter of fiscal 2009. The increase of 180 basis points was the result of increased merchandise margins for the second quarter of fiscal 2010 of 100 basis points plus an increase of 80 basis points in occupancy costs as a result of lower occupancy costs.

For the first six months of fiscal 2010, our gross margin rate, inclusive of occupancy costs, was 46.1% as compared to 43.6% for the first six months of fiscal 2009. The increase of 250 basis points was the result of increased merchandise margins for the first six months of fiscal 2010 of 190 basis points plus an increase of 60 basis points in occupancy costs.

Our merchandise margin continues to benefit from our improved inventory management and reduced markdown activity. In addition, our merchandise margin for the first six months of fiscal 2009 was negatively impacted by some residual fourth quarter 2008 clearance merchandise. Occupancy costs for the first six months of fiscal 2010 also improved despite the lower sales base. On a dollar basis, occupancy costs for the first six months of fiscal 2010 decreased by \$1.8 million as compared to the first six months of fiscal 2009 as a result of our on-going rent reduction efforts with various landlords.

During fiscal 2009, we were successful in re-negotiating existing lease terms with many of our landlords, enabling us to reduce future occupancy costs by approximately \$9.0 million, which will be recognized over the remaining lease terms of those respective leases. As a result, we expect to leverage occupancy costs by approximately 50 to 60 basis points in fiscal 2010. In addition, we expect to continue with our aggressive management of inventory levels during fiscal 2010 to ensure a healthy inventory position and, accordingly, strong merchandise margins, with improvements of 60 to 80 basis points. Therefore, for fiscal 2010, we are expecting that gross margin will improve by approximately 110 to 140 basis points, which represents an increase of 15 to 35 basis points from our previous guidance.

#### Selling, General and Administrative Expenses

SG&A expenses for the second quarter of fiscal 2010 were 36.4% of sales as compared to 36.1% for the second quarter of fiscal 2009. On a dollar basis, SG&A expenses were flat for the second quarter of fiscal 2010 as compared to the second quarter of fiscal 2009.

For the first six months of fiscal 2010, SG&A expenses were 37.0% of sales as compared to 37.1% of sales for the first six months of fiscal 2009. On a dollar basis, SG&A expenses decreased \$1.6 million, or 2.2%, for the first six months of fiscal 2010 as compared to the first six months of fiscal 2009.

During the first six months of fiscal 2010, we continued to benefit from the cost reductions that we took during the first half of fiscal 2009. Approximately two-thirds of the savings were the result of store payroll reductions and store operating efficiencies with the remaining cost savings resulting from reduced marketing costs.

Similar to fiscal 2009, we plan to limit our SG&A growth rates, except for certain programs to support our growth activities, unanticipated cost increases by our suppliers and unanticipated costs that are necessary to support our overall activities. For fiscal 2010, we expect our SG&A costs to decrease by approximately 2% over fiscal 2009 primarily related to the annualization of our 2009 cost reduction initiatives. These savings will be partially offset by an increase in marketing and other expenditures during the second half of fiscal 2010 to support our Destination XL concept.

#### Interest Expense, Net

Net interest expense was \$0.2 million for the second quarter of fiscal 2010 as compared to \$0.3 million for the second quarter of fiscal 2009. For the first six months of fiscal 2010, net interest expense was \$0.3 million as compared to \$0.6 million for the first six months of fiscal 2009. The reduction in interest costs for the first six months of fiscal 2010 as compared to the prior year was due to an overall reduction of 88.8% in total debt as of the end of the second quarter of fiscal 2010 as compared to the end of the second quarter of fiscal 2010. We had no outstanding borrowings under our Credit Facility at July 31, 2010.

#### Income Taxes

At July 31, 2010, our total deferred tax assets were approximately \$52.5 million, with a corresponding valuation allowance of \$52.5 million and a deferred tax liability of approximately \$1.2 million. The deferred tax assets principally relate to federal net operating loss ("NOL") carryforwards that expire through 2029.

The effect of the weakened economy on our retail business, especially in fiscal 2008, had a significant impact upon our revenue and profitability. Further, the conditions of the economy also negatively impacted our market value as a result of the deterioration of the capital markets and resulted in substantial impairments in fiscal 2008. Accordingly, due to our cumulative operating losses as well as our uncertainty regarding the economy and our ability to generate future taxable income to realize all of our deferred tax assets, in the fourth quarter of fiscal 2008, we established a valuation allowance against our deferred tax assets.

Our effective tax rate for the second quarter and first six months of fiscal 2010 has been reduced from the statutory rate due to the utilization of fully reserved NOL carryforwards. Assuming an effective tax rate of approximately 41.0%, this benefit resulted in a reduction in the income tax provision for the second quarter and first six months of fiscal 2010 of approximately \$1.8 million, or \$0.04 per diluted share, and \$3.4 million, or \$0.08 per diluted share, respectively.

#### Net Income

For the second quarter of fiscal 2010, we had net income of \$5.6 million, or \$0.12 per diluted share, as compared to net income of \$3.6 million, or \$0.09 per diluted share, for the second quarter of fiscal 2009. For the first six months of fiscal 2010, net income was \$9.8 million, or \$0.21 per diluted share, as compared to net income of \$4.0 million, or \$0.10 per diluted share, for the first six months of fiscal 2009.

#### Inventory

At July 31, 2010, total inventory was \$94.2 million compared to \$90.0 million at January 30, 2010 and \$94.3 million at August 1, 2009.

We continue to make a concerted effort to manage our inventory levels and as a result our merchandise margins continue to improve. We have successfully reduced our inventory levels over the past two fiscal years without sacrificing our broad selection of core basic merchandise and current fashion items. Because of the upcoming Fall selling season, our inventory levels are typically higher when compared to year-end balances.

#### SEASONALITY

Historically, and consistent with the retail industry, we have experienced seasonal fluctuations as it relates to our operating income and net income. Traditionally, a significant portion of our operating income and net income is generated in the fourth quarter, as a result of the "Holiday" season.

#### LIQUIDITY AND CAPITAL RESOURCES

Our primary cash needs are for working capital (essentially inventory requirements) and capital expenditures. As discussed below, our capital expenditure program for fiscal 2010 is \$10.0 million, which is greater than fiscal 2009 primarily due to the launch of our Destination XL stores as well as the upgrading of our e-commerce sites to a multi-brand format.

We currently believe that our existing cash generated by operations together with our availability under our credit facility will be sufficient within current forecasts for us to meet our foreseeable liquidity requirements. For the first six months of fiscal 2010, free cash flow, which we define as cash flow from operating activities, less capital expenditures and discretionary store acquisitions, if any, improved by \$3.1 million to \$9.0 million from \$5.9 million for the first six months of fiscal 2009. See "Presentation of Non-GAAP Measures" above regarding non-GAAP free cash flow. The primary reason for the improvement in free cash flow of \$3.1 million in the first six months of fiscal 2010 was the improvement in cash flow from operations of \$4.5 million offset slightly by the increase in capital expenditures. The improvement in cash flow from operations was primarily due to improved operating results.

In addition to cash flow from operations, our other primary source of working capital is our Credit Facility which has a total commitment of \$110.0 million, although the amount that can be borrowed is limited to the borrowing base as defined by the Credit Facility, which is comprised primarily of the liquidation value of our inventory. The maturity date of the Credit Facility is October 29, 2011. At July 31, 2010, our borrowing base under our Credit Facility was \$67.1 million. Borrowings under the Credit Facility bear interest at variable rates based on Bank of America's prime rate or the London Interbank Offering Rate ("LIBOR") and vary depending on our levels of excess availability. Our Credit Facility is described in more detail in Note 2 to the Notes to the Consolidated Financial Statements.

At July 31, 2010, we had no outstanding borrowings under the Credit Facility. Outstanding standby letters of credit were \$2.1 million and outstanding documentary letters of credit were \$5.0 million. Average monthly borrowings outstanding under this facility during the first six months of fiscal 2010 were approximately \$5.3 million, resulting in an average unused excess availability of approximately \$59.7 million. Unused excess availability at July 31, 2010 was \$64.9 million. Our obligations under the Credit Facility are secured by a lien on all of our assets.

At July 31, 2010, we have reduced our total debt, including our long-term debt, by \$40.8 million, or 88.8%, to \$5.1 million from \$45.9 million at August 1, 2009.

#### **Capital Expenditures**

The following table sets forth the stores open and related square footage at July 31, 2010 and August 1, 2009, respectively:

	At July 31, 2010		At August 1, 2009	
Store Concept	Number of Stores	Square Footage	Number of Stores	Square Footage
(square footage in thousands)				

#### Casual Male XL

	451	1,615	467	1,668
Destination XL	1	12	_	_
Rochester Clothing	19	155	20	161
Total Stores	471	1,782	487	1,829

Total cash outlays for capital expenditures for the first six months of fiscal 2010 and fiscal 2009 were \$3.6 million and \$2.2 million, respectively.

For fiscal 2010, our capital expenditures are expected to be approximately \$10.0 million. The budget includes approximately \$3.4 million related to the opening of our 4 new Destination XL concept stores and approximately \$5.0 million for continued information technology projects, including the launch of our enhanced cross-channel e-commerce site, with the remainder for general overhead projects.

Below is a summary of store openings and closings since January 30, 2010:

	Casual Male XL	Destination XL	Rochester Big &Tall	Total stores
At January 30, 2010	460	_	19	479
New outlet stores	_	_	_	_
New retail stores	_	1	_	1
Closed stores	9			9
At July 31, 2010	451	1	19	471

#### **CRITICAL ACCOUNTING POLICIES**

There have been no material changes to the critical accounting policies and estimates disclosed in our Annual Report on Form 10-K for the year ended January 30, 2010 filed with the SEC on March 19, 2010.

#### Item 3. Quantitative and Qualitative Disclosures About Market Risk.

In the normal course of business, our financial position and results of operations are routinely subject to a variety of risks, including market risk associated with interest rate movements on borrowings and foreign currency fluctuations. We regularly assess these risks and have established policies and business practices to protect against the adverse effects of these and other potential exposures.

#### Interest Rates

We utilize cash from operations and from our Credit Facility to fund our working capital needs. Our Credit Facility is not used for trading or speculative purposes. In addition, we have available letters of credit as sources of financing for our working capital requirements. Borrowings under the Credit Facility, which expires October 29, 2011, bear interest at variable rates based on Bank of America's prime rate or LIBOR. At July 31, 2010, the interest rate for any prime based borrowings was 3.25%. At July 31, 2010, the Company had no outstanding borrowings. Based upon a sensitivity analysis as of July 31, 2010, assuming average outstanding borrowing during the first six months of fiscal 2010 of \$5.3 million, a 50 basis point increase in interest rates would have resulted in a potential increase in interest expense of approximately \$26,000 on an annualized basis.

#### Foreign Currency

Our Sears Canada catalog operations conduct business in Canadian dollars and our Rochester Clothing store located in London, England conducts business in British pounds. Our international e-commerce sites conduct business in Euros and British pounds. If the value of the Canadian dollar, British pound or Euro against the U.S. dollar weakens, the revenues and earnings of these operations will be reduced when they are translated or remeasured to U.S. dollars. Also, the value of these assets to U.S. dollars may decline. As of July 31, 2010, sales from our Sears Canada operations, our London Rochester Clothing store and our international e-commerce sites were immaterial to consolidated

sales. As such, we believe that movement in foreign currency exchange rates will not have a material adverse affect on our financial position or results of operations.

#### Item 4. Controls and Procedures.

#### **Evaluation of Disclosure Controls and Procedures**

As required by Rule 13a-15 under the Exchange Act, our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of July 31, 2010. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of July 31, 2010, our disclosure controls and procedures were effective.

#### Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended July 31, 2010 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

#### PART II. OTHER INFORMATION

#### Item 1. Legal Proceedings.

We are subject to various legal proceedings and claims that arise in the ordinary course of business. We believe that the resolution of these matters will not have an adverse impact on our operations or financial position.

#### Item 1A. Risk Factors.

There have been no material changes to the risk factors as previously disclosed in Part I, Item 1A ("Risk Factors") of our Annual Report on Form 10-K for the year ended January 30, 2010 filed with the SEC on March 19, 2010.

#### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

#### Item 3. Defaults Upon Senior Securities.

None.

#### Item 4. Reserved.

#### Item 5. Other Information.

None.

#### Item 6. Exhibits.

- 10.1 Casual Male Retail Group, Inc. 2006 Incentive Compensation Plan, as amended.
- 10.2\* Fifth Amended and Restated Loan and Security Agreement dated December 28, 2006, by and among Bank of America, N.A., as Administrative Agent and Collateral Agent, the Lenders identified therein, the Company, as Borrowers' Representatives, and the Company and CMRG Apparel LLC. (formerly Designs Apparel, Inc.), as Borrowers.
- 10.3 Equipment Security Note Number 17608-70001 to the Master Loan and Security Agreement dated July 20, 2007 between the Company and Banc of America Leasing & Capital, LLC.
- 10.4 Equipment Security Note Number 17608-70002 to the Master Loan and Security Agreement dated January 16, 2008 between the Company and Banc of America Leasing & Capital, LLC.
- 10.5 Casual Male Retail Group, Inc. Amended and Restated Long-Term Incentive Plan.
- 31.1 Certification of the Chief Executive Officer of the Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
- 31.2 Certification of the Chief Financial Officer of the Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
- 32.1 Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- \* Portions of this Exhibit have been omitted pursuant to a request for confidential treatment.

#### SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CASUAL MALE RETAIL GROUP, INC.

Date: August 20, 2010

By: /s/ PETER H. STRATTON, JR.

Peter H. Stratton, Jr. Senior Vice President of Finance, Corporate Controller and Chief Accounting Officer

#### 2006 INCENTIVE COMPENSATION PLAN

(as amended and restated effective as of August 5, 2010)

## 2006 INCENTIVE COMPENSATION PLAN

## (as amended and restated effective as of August 5, 2010)

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#### 2006 INCENTIVE COMPENSATION PLAN

1. *Purpose*. The purpose of this CASUAL MALE RETAIL GROUP, INC. 2006 INCENTIVE COMPENSATION PLAN (the "Plan") is to assist CASUAL MALE RETAIL GROUP, INC., a Delaware corporation (the "Company") and its Related Entities (as hereinafter defined) in attracting, motivating, retaining and rewarding high-quality executives and other employees, officers, directors, consultants and other persons who provide services to the Company or its Related Entities by enabling such persons to acquire or increase a proprietary interest in the Company in order to strengthen the mutuality of interests between such persons and the Company's shareholders, and providing such persons with performance incentives to expend their maximum efforts in the creation of shareholder value. The Plan was originally adopted effective as of July 31, 2006, was amended effective as of August 27, 2009, and was further amended effective as of August 5, 2010.

2. *Definitions*. For purposes of the Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1 hereof.

(a) "*Award*" means any Option, Stock Appreciation Right, Restricted Stock Award, Deferred Stock Award, Share granted as a bonus or in lieu of another Award, Dividend Equivalent, Other Stock-Based Award or Performance Award, together with any other right or interest, granted to a Participant under the Plan.

(b) "*Award Agreement*" means any written agreement, contract or other instrument or document evidencing any Award granted by the Committee hereunder.

(c) "*Beneficiary*" means the person, persons, trust or trusts that have been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the benefits specified under the Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted under Section 10(b) hereof. If, upon a Participant's death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive such benefits.

(d) "*Beneficial Owner*" shall have the meaning ascribed to such term in Rule 13d-3 under the Exchange Act and any successor to such Rule.

(e) "Board" means the Company's Board of Directors.

(f) "*Cause*" shall, with respect to any Participant, have the meaning specified in the Award Agreement. In the absence of any definition in the Award Agreement, "Cause" shall have the equivalent meaning or the same meaning as "cause" or "for cause" set forth in any employment, consulting, or other agreement for the performance of services between the Participant and the Company or a Related Entity or, in the absence of any such agreement or any such definition in such agreement, such term shall mean (i) the failure by the Participant to perform, in a reasonable manner, his or her duties as assigned by the Company or a Related

Entity, (ii) any violation or breach by the Participant of his or her employment, consulting or other similar agreement with the Company or a Related Entity, if any, (iii) any violation or breach by the Participant of any non-competition, non-solicitation, non-disclosure and/or other similar agreement with the Company or a Related Entity, (iv) any act by the Participant of dishonesty or bad faith with respect to the Company or a Related Entity, (v) use of alcohol, drugs or other similar substances in a manner that adversely affects the Participant's work performance, or (vi) the commission by the Participant of any act, misdemeanor, or crime reflecting unfavorably upon the Participant or the Company or any Related Entity. The good faith determination by the Committee of whether the Participant's Continuous Service was terminated by the Company for "Cause" shall be final and binding for all purposes hereunder.

(g) "Change in Control" means a Change in Control as defined in Section 9(b) of the Plan.

(h) "*Code*" means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

(i) "*Committee*" means a committee designated by the Board to administer the Plan; provided, however, that if the Board fails to designate a committee or if there are no longer any members on the committee so designated by the Board, then the Board shall serve as the Committee. The Committee shall consist of at least two directors, and each member of the Committee shall be (i) a "non-employee director" within the meaning of Rule 16b-3 (or any successor rule) under the Exchange Act, unless administration of the Plan by "non-employee directors" is not then required in order for exemptions under Rule 16b-3 to apply to transactions under the Plan, (ii) an "outside director" within the meaning of Section 162(m) of the Code, and (iii) "Independent".

(j) "*Consultant*" means any person (other than an Employee or a Director, solely with respect to rendering services in such person's capacity as a director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(k) "*Continuous Service*" means the uninterrupted provision of services to the Company or any Related Entity in any capacity of Employee, Director, Consultant or other service provider. Continuous Service shall not be considered to be interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entities, or any successor entities, in any capacity of Employee, Director, Consultant or other service provider, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director, Consultant or other service provider, Director, Consultant or other service provider (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(1) "*Covered Employee*" means an Eligible Person who is a "covered employee" within the meaning of Section 162(m)(3) of the Code, or any successor provision thereto.

(m) "*Deferred Stock*" means a right to receive Shares, including Restricted Stock, cash measured based upon the value of Shares or a combination thereof, at the end of a specified deferral period.

(n) "Deferred Stock Award" means an Award of Deferred Stock granted to a Participant under Section 6(e) hereof.

(o) "Director" means a member of the Board or the board of directors of any Related Entity.

(p) "*Disability*" means a permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee.

(q) "*Dividend Equivalent*" means a right, granted to a Participant under Section 6(g) hereof, to receive cash, Shares, other Awards or other property equal in value to dividends paid with respect to a specified number of Shares, or other periodic payments.

(r) "Effective Date" means the effective date of the Plan, which shall be the Shareholder Approval Date.

(s) "*Eligible Person*" means each officer, Director, Employee, Consultant and other person who provides services to the Company or any Related Entity. The foregoing notwithstanding, only employees of the Company, or any parent corporation or subsidiary corporation of the Company (as those terms are defined in Sections 424(e) and (f) of the Code, respectively), shall be Eligible Persons for purposes of receiving any Incentive Stock Options. An Employee on leave of absence may be considered as still in the employ of the Company or a Related Entity for purposes of eligibility for participation in the Plan.

(t) "*Employee*" means any person, including an officer or Director, who is an employee of the Company or any Related Entity. The payment of a director's fee by the Company or a Related Entity shall not be sufficient to constitute "employment" by the Company.

(u) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.

(v) "*Fair Market Value*" means the fair market value of Shares, Awards or other property as determined by the Committee, or under procedures established by the Committee. Unless otherwise determined by the Committee, the Fair Market Value of a Share as of any given date shall be the closing sale price per Share reported on a consolidated basis for stock listed on the principal stock exchange or market on which Shares are traded on the date immediately preceding the date as of which such value is being determined or, if there is no sale on that date, then on the last previous day on which a sale was reported.

(w) "*Good Reason*" shall, with respect to any Participant, have the meaning specified in the Award Agreement. In the absence of any definition in the Award Agreement, "Good Reason" shall have the equivalent meaning or the same meaning as "good reason" or "for good reason" set forth in any employment, consulting or other agreement for the performance of services between the Participant and the Company or a Related Entity or, in the absence of any

such agreement or any such definition in such agreement, such term shall mean (i) the assignment to the Participant of any duties inconsistent in any material respect with the Participant's duties or responsibilities as assigned by the Company or a Related Entity, or any other action by the Company or a Related Entity which results in a material diminution in such duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or a Related Entity to comply after receipt of notice thereof given by the Participant; (ii) any material failure by the Company or a Related Entity to comply with its obligations to the Participant as agreed upon, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company or a Related Entity or (iii) the Company's or Related Entity's requiring the Participant to be based at any office or location outside of fifty miles from the location of employment or service as of the date of Award, except for travel reasonably required in the performance of the Participant's responsibilities.

(x) "*Incentive Stock Option*" means any Option intended to be designated as an incentive stock option within the meaning of Section 422 of the Code or any successor provision thereto.

(y) "*Independent*", when referring to either the Board or members of the Committee, shall have the same meaning as used in the rules of the Nasdaq Stock Market or any national securities exchange on which any securities of the Company are listed for trading, and if not listed for trading, by the rules of the Nasdaq Stock Market.

(z) "Incumbent Board" means the Incumbent Board as defined in Section 9(b)(ii) of the Plan.

(aa) "*Option*" means a right granted to a Participant under Section 6(b) hereof, to purchase Shares or other Awards at a specified price during specified time periods.

(bb) "*Optionee*" means a person to whom an Option is granted under this Plan or any person who succeeds to the rights of such person under this Plan.

(cc) "Other Stock-Based Awards" means Awards granted to a Participant under Section 6(i) hereof.

(dd) "*Participant*" means a person who has been granted an Award under the Plan which remains outstanding, including a person who is no longer an Eligible Person.

(ee) "Performance Award" shall mean any Award of Performance Shares or Performance Units granted pursuant to Section 6(h).

(ff) "*Performance Period*" means that period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are to be measured.

(gg) "*Performance Share*" means any grant pursuant to Section 6(h) of a unit valued by reference to a designated number of Shares, which value may be paid to the Participant by delivery of such property as the Committee shall determine, including cash, Shares, other property, or any combination thereof, upon achievement of such performance goals during the Performance Period as the Committee shall establish at the time of such grant or thereafter.

(hh) "*Performance Unit*" means any grant pursuant to Section 6(h) of a unit valued by reference to a designated amount of property (including cash) other than Shares, which value may be paid to the Participant by delivery of such property as the Committee shall determine, including cash, Shares, other property, or any combination thereof, upon achievement of such performance goals during the Performance Period as the Committee shall establish at the time of such grant or thereafter.

(ii) "*Person*" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, and shall include a "group" as defined in Section 13(d) thereof.

(jj) "Prior Plan" means the Company' s 1992 Stock Incentive Plan, as amended.

(kk) "*Related Entity*" means any Subsidiary, and any business, corporation, partnership, limited liability company or other entity designated by Board in which the Company or a Subsidiary holds a substantial ownership interest, directly or indirectly.

(11) "*Restricted Stock*" means any Share issued with the restriction that the holder may not sell, transfer, pledge or assign such Share and with such risks of forfeiture and other restrictions as the Committee, in its sole discretion, may impose (including any restriction on the right to vote such Share and the right to receive any dividends), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Committee may deem appropriate.

(mm) "Restricted Stock Award" means an Award granted to a Participant under Section 6(d) hereof.

(nn) "*Rule 16b-3*" means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act.

(oo) "*Shareholder Approval Date*" means the date on which this Plan is approved shareholders of the Company eligible to vote in the election of directors, by a vote sufficient to meet the requirements of Code Sections 162(m) (if applicable) and 422, Rule 16b-3 under the Exchange Act (if applicable), applicable requirements under the rules of any stock exchange or automated quotation system on which the Shares may be listed on quoted, and other laws, regulations and obligations of the Company applicable to the Plan.

(pp) "*Shares*" means the shares of common stock of the Company, par value \$.01 per share, and such other securities as may be substituted (or resubstituted) for Shares pursuant to Section 10(c) hereof.

#### (qq) "Stock Appreciation Right" means a right granted to a Participant under Section 6(c) hereof.

(rr) "*Subsidiary*" means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors or in which the Company has the right to receive 50% or more of the distribution of profits or 50% or more of the assets on liquidation or dissolution.

(ss) "*Substitute Awards*" shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, Awards previously granted, or the right or obligation to make future Awards, by a company acquired by the Company or any Related Entity or with which the Company or any Related Entity combines.

#### 3. Administration.

(a) *Authority of the Committee.* The Plan shall be administered by the Committee, except to the extent the Board elects to administer the Plan, in which case the Plan shall be administered by only those directors who are Independent Directors, in which case references herein to the "Committee" shall be deemed to include references to the Independent members of the Board. The Committee shall have full and final authority, subject to and consistent with the provisions of the Plan, to select Eligible Persons to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all other matters relating to, Awards, prescribe Award Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan, construe and interpret the Plan and Award Agreements and correct defects, supply omissions or reconcile inconsistencies therein, and to make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. In exercising any discretion granted to the Committee under the Plan or pursuant to any Award, the Committee shall not be required to follow past practices, act in a manner consistent with past practices, or treat any Eligible Person or Participant in a manner consistent with the treatment of other Eligible Persons or Participants.

(b) *Manner of Exercise of Committee Authority.* The Committee, and not the Board, shall exercise sole and exclusive discretion on any matter relating to a Participant then subject to Section 16 of the Exchange Act with respect to the Company to the extent necessary in order that transactions by such Participant shall be exempt under Rule 16b-3 under the Exchange Act. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, its Related Entities, Participants, Beneficiaries, transferees under Section 10(b) hereof or other persons claiming rights from or through a Participant, and shareholders. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to officers or managers of the Company or any Related Entity, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions, including administrative functions as the Committee may determine to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company and will not cause Awards intended to qualify as "performance-based compensation" under Code Section 162(m) to fail to so qualify. The Committee may appoint agents to assist it in administering the Plan.

(c) *Limitation of Liability.* The Committee and the Board, and each member thereof, shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or Employee, the Company's independent auditors, Consultants or any other agents assisting in the administration of the Plan. Members of the Committee and the Board, and any officer or Employee acting at the direction or on behalf of the Committee or the Board, shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

#### 4. Shares Subject to Plan.

(a) *Limitation on Overall Number of Shares Available for Delivery Under Plan.* Subject to adjustment as provided in Section 10(c) hereof, the total number of Shares reserved and available for delivery under the Plan shall be 5,750,000; provided, however, that the maximum number of Shares issued or available for issuance under the Plan with respect to Awards other than Options and Stock Appreciation Rights shall not exceed 3,750,000. Any Shares delivered under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares.

(b) *Application of Limitation to Grants of Award.* No Award may be granted if the number of Shares to be delivered in connection with such an Award or, in the case of an Award relating to Shares but settled only in cash (such as cash-only Stock Appreciation Rights), the number of Shares to which such Award relates, exceeds the number of Shares remaining available for delivery under the Plan, minus the number of Shares deliverable in settlement of or relating to then outstanding Awards. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or substitute awards) and make adjustments if the number of Shares actually delivered differs from the number of Shares previously counted in connection with an Award.

#### (c) Availability of Shares Not Delivered under Awards and Adjustments to Limits.

(i) If any Shares subject to an Award are forfeited, expire or otherwise terminate without issuance of such Shares, or any Award is settled for cash or otherwise does not result in the issuance of all or a portion of the Shares subject to such Award, the Shares shall, to the extent of such forfeiture, expiration, termination, cash settlement or non-issuance, again be available for Awards under the Plan, subject to Section 4(c)(v) below.

(ii) Awards that are settled or exercised through the payment of Shares shall be counted in full against the number of Shares available for award under the Plan, regardless of the number of Shares actually issued upon settlement or exercise of any such Award.

(iii) Substitute Awards shall not reduce the Shares authorized for grant under the Plan or authorized for grant to a Participant in any period. Additionally, in the event that a company acquired by the Company or any Related Entity or with which the Company or any Related Entity combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for delivery pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for delivery under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

(iv) Any Share that again becomes available for delivery pursuant to this Section 4(c) shall be added back as one (1) Share.

(v) Notwithstanding anything in this Section 4(c) to the contrary and solely for purposes of determining whether Shares are available for the delivery of Incentive Stock Options, the maximum aggregate number of shares that may be granted under this Plan shall be determined without regard to any Shares restored pursuant to this Section 4(c) that, if taken into account, would cause the Plan to fail the requirement under Code Section 422 that the Plan designate a maximum aggregate number of shares that may be issued.

(d) No Further Awards Under Prior Plan. In light of the adoption of this Plan, no further awards shall be made under the Prior Plan after the Effective Date.

5. *Eligibility; Per-Person Award Limitations.* Awards may be granted under the Plan only to Eligible Persons. Subject to adjustment as provided in Section 10(c), in any fiscal year of the Company during any part of which the Plan is in effect, no Participant may be granted Awards that are not Performance Units with respect to more than 1,000,000 Shares. In addition, the maximum dollar value payable to any one Participant with respect to Performance Units is (x) \$3,000,000 with respect to any 12 month Performance Period (pro-rated for any Performance Period that is less than 12 months based upon the ratio of the number of days in the Performance Period as compared to 365), and (y) with respect to any Performance Period that is more than 12 months, \$3,000,000 multiplied by the number of full 12 month periods that are in the Performance Period.

### 6. Specific Terms of Awards.

(a) *General.* Awards may be granted on the terms and conditions set forth in this Section 6. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 10(e)), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of the Participant's Continuous Service and terms permitting a Participant to make elections relating to his or her Award. The

Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is not mandatory under the Plan. Except in cases in which the Committee is authorized to require other forms of consideration under the Plan, or to the extent other forms of consideration must be paid to satisfy the requirements of Delaware law, no consideration other than services may be required for the grant (but not the exercise) of any Award.

(b) Options. The Committee is authorized to grant Options to any Eligible Person on the following terms and conditions:

(i) *Exercise Price*. Other than in connection with Substitute Awards, the exercise price per Share purchasable under an Option shall be determined by the Committee, provided that such exercise price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of the Option and shall not, in any event, be less than the par value of a Share on the date of grant of the Option. If an Employee owns or is deemed to own (by reason of the attribution rules applicable under Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and an Incentive Stock Option is granted to such employee, the exercise price of such Incentive Stock Option (to the extent required by the Code at the time of grant) shall be no less than 110% of the Fair Market Value a Share on the date such Incentive Stock Option is granted. Other than pursuant to Section 10(c), (A) the terms of outstanding Options may not be amended to reduce the exercise price per Share of such Options, (B) an outstanding Option may not be cancelled, exchanged, substituted, bought out or surrendered in exchange for (i) cash or other Awards, in each case, having a Fair Market Value in excess of the amount by which the Fair Market Value of the Shares underlying such Option exceeds the aggregate exercise price of such Option or (ii) Options with an exercise price per Share that is less than the exercise price per Share of the original Option and (C) the Committee shall not be permitted to take any other action with respect to an Option that may be treated as a repricing, in each case, without approval of the Company's shareholders.

(ii) *Time and Method of Exercise.* Subject to the maximum term of any Option set forth in Section 7(b), the Committee shall determine the time or times at which or the circumstances under which an Option may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the time or times at which Options shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the methods by which the exercise price may be paid or deemed to be paid (including in the discretion of the Committee a cashless exercise procedure), the form of such payment, including, without limitation, cash, Shares, other Awards or Awards granted under other plans of the Company or a Related Entity, or other property (including notes or other contractual obligations of Participants to make payment on a deferred basis provided that such deferred payments are not in violation of the Sarbanes-Oxley Act of 2002, or any rule or regulation adopted thereunder or any other applicable law), and the methods by or forms in which Shares will be delivered or deemed to be delivered to Participants.

(iii) *Incentive Stock Options*. The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Anything in the Plan to the contrary notwithstanding, no term of the Plan relating to Incentive Stock Options (including any Stock Appreciation Right issued in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify either the Plan or any Incentive Stock Option under Section 422 of the Code, unless the Participant has first requested, or consents to, the change that will result in such disqualification. Thus, if and to the extent required to comply with Section 422 of the Code, Options granted as Incentive Stock Options shall be subject to the following special terms and conditions:

(A) the Option shall not be exercisable more than ten years after the date such Incentive Stock Option is granted; provided, however, that if a Participant owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and the Incentive Stock Option is granted to such Participant, the term of the Incentive Stock Option shall be (to the extent required by the Code at the time of the grant) for no more than five years from the date of grant; and

(B) The aggregate Fair Market Value (determined as of the date the Incentive Stock Option is granted) of the Shares with respect to which Incentive Stock Options granted under the Plan and all other option plans of the Company (and any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) during any calendar year exercisable for the first time by the Participant during any calendar year shall not (to the extent required by the Code at the time of the grant) exceed \$100,000.

(c) *Stock Appreciation Rights*. The Committee may grant Stock Appreciation Rights to any Eligible Person in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option (a "Tandem Stock Appreciation Right"), or without regard to any Option (a "Freestanding Stock Appreciation Right"), in each case upon such terms and conditions as the Committee may establish in its sole discretion, not inconsistent with the provisions of the Plan, including the following:

(i) *Right to Payment*. A Stock Appreciation Right shall confer on the Participant to whom it is granted a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one Share on the date of exercise over (B) the grant price of the Stock Appreciation Right as determined by the Committee. The grant price of a Stock Appreciation Right shall not be less than the Fair Market Value of a Share on the date of grant, in the case of a Freestanding Stock Appreciation Right, or less than the associated Option exercise price, in the case of a Tandem Stock Appreciation Right. Other than pursuant to Section 10(c), (A) the terms of outstanding Stock Appreciation Rights may not be amended to reduce the exercise price per Share of such Stock Appreciation Rights, (B) an outstanding Stock Appreciation Right may not be cancelled, exchanged, substituted, bought out or surrendered in exchange for (i) cash or other Awards, in each case, having a Fair Market Value in excess of the amount by which the Fair Market Value of the Shares underlying such Stock Appreciation Right exceeds the aggregate exercise price per Share of such Stock Appreciation Right or (ii) Stock Appreciation Rights with an exercise price per Share that is less than the exercise price per Share of the original Stock Appreciation Right and (C) the Committee shall not be permitted to take any other action with respect to a Stock Appreciation Right that may be treated as a repricing, in each case, without approval of the Company's shareholders.

(ii) *Other Terms.* Subject to the maximum term of any Stock Appreciation Right set forth in Section 7(b), the Committee shall determine at the date of grant or thereafter, the time or times at which and the circumstances under which a Stock Appreciation Right may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the time or times at which Stock Appreciation Rights shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which Shares will be delivered or deemed to be delivered to Participants, whether or not a Stock Appreciation Right shall be in tandem or in combination with any other Award, and any other terms and conditions of any Stock Appreciation Right.

(iii) *Tandem Stock Appreciation Rights.* Any Tandem Stock Appreciation Right may be granted at the same time as the related Option is granted or, for Options that are not Incentive Stock Options, at any time thereafter before exercise or expiration of such Option. Any Tandem Stock Appreciation Right related to an Option may be exercised only when the related Option would be exercisable and the Fair Market Value of the Shares subject to the related Option exceeds the exercise price at which Shares can be acquired pursuant to the Option. In addition, if a Tandem Stock Appreciation Right exists with respect to less than the full number of Shares covered by a related Option, then an exercise or termination of such Option shall not reduce the number of Shares to which the Tandem Stock Appreciation Right applies. Any Option related to a Tandem Stock Appreciation Right shall no longer be exercisable to the extent the Tandem Stock Appreciation Right has been exercised, and any Tandem Stock Appreciation Right shall no longer be exercisable to the extent the related Option has been exercised.

(d) *Restricted Stock Awards*. The Committee is authorized to grant Restricted Stock Awards to any Eligible Person on the following terms and conditions:

(i) *Grant and Restrictions*. Restricted Stock Awards shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, or as otherwise provided in this Plan, covering a period of time specified by the Committee (the "Restriction Period"). The terms of any Restricted Stock Award granted under the Plan shall be set forth in a written Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Plan. The restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of grant or thereafter. Except to the extent restricted under the terms of the Plan and any Award Agreement relating to a Restricted Stock Award, a Participant granted Restricted Stock shall have all of the rights of a shareholder, including the right to vote the Restricted Stock and the right to receive dividends thereon (subject to any mandatory reinvestment or other requirement imposed by the Committee). During the Restriction Period, subject to Section 10(b) below, the Restricted Stock may not be sold, transferred, pledged, hypothecated, margined or otherwise encumbered by the Participant.

(ii) *Forfeiture*. Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable Restriction Period, the Participant's Restricted Stock that is at that time subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall be forfeited and reacquired by the Company; provided that the Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to Restricted Stock Awards shall be waived in whole or in part in the event of terminations resulting from specified causes.

(iii) *Certificates for Stock.* Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock.

(iv) *Dividends and Splits.* As a condition to the grant of a Restricted Stock Award, the Committee may require or permit a Participant to elect that any cash dividends paid on a Share of Restricted Stock be automatically reinvested in additional Shares of Restricted Stock or applied to the purchase of additional Awards under the Plan. Unless otherwise determined by the Committee, Shares distributed in connection with a stock split or stock dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed.

(e) *Deferred Stock Award.* The Committee is authorized to grant Deferred Stock Awards to any Eligible Person on the following terms and conditions:

(i) *Award and Restrictions*. Satisfaction of a Deferred Stock Award shall occur upon expiration of the deferral period specified for such Deferred Stock Award by the Committee (or, if permitted by the Committee, as elected by the Participant). In addition, a Deferred Stock Award shall be subject to such restrictions (which may include a risk of forfeiture) as the Committee may impose, if any, which restrictions may lapse at the expiration of the deferral period or at earlier specified times (including based on achievement of performance goals and/or future service requirements), separately or in combination, in installments or otherwise, as the Committee may determine. A Deferred Stock Award may be satisfied by delivery of Shares, cash equal to the Fair Market Value of the specified number of Shares covered by the Deferred Stock, or a combination thereof, as determined by the Committee at the date of grant or thereafter. Prior to satisfaction of a Deferred Stock Award, a Deferred Stock Award carries no voting or dividend or other rights associated with Share ownership.

(ii) *Forfeiture*. Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable deferral period or portion thereof to which forfeiture conditions apply (as provided in the Award Agreement

evidencing the Deferred Stock Award), the Participant's Deferred Stock Award that is at that time subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall be forfeited; provided that the Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to a Deferred Stock Award shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of any Deferred Stock Award.

(iii) *Dividend Equivalents*. Unless otherwise determined by the Committee at date of grant, any Dividend Equivalents that are granted with respect to any Deferred Stock Award shall be either (A) paid with respect to such Deferred Stock Award at the dividend payment date in cash or in Shares of unrestricted stock having a Fair Market Value equal to the amount of such dividends, or (B) deferred with respect to such Deferred Stock Award and the amount or value thereof automatically deemed reinvested in additional Deferred Stock, other Awards or other investment vehicles, as the Committee shall determine or permit the Participant to elect.

(f) *Bonus Stock and Awards in Lieu of Obligations.* The Committee is authorized to grant Shares to any Eligible Persons as a bonus, or to grant Shares or other Awards in lieu of obligations to pay cash or deliver other property under the Plan or under other plans or compensatory arrangements, provided that, in the case of Eligible Persons subject to Section 16 of the Exchange Act, the amount of such grants remains within the discretion of the Committee to the extent necessary to ensure that acquisitions of Shares or other Awards are exempt from liability under Section 16(b) of the Exchange Act. Shares or Awards granted hereunder shall be subject to such other terms as shall be determined by the Committee.

(g) *Dividend Equivalents.* The Committee is authorized to grant Dividend Equivalents to any Eligible Person entitling the Eligible Person to receive cash, Shares, other Awards, or other property equal in value to the dividends paid with respect to a specified number of Shares, or other periodic payments. Dividend Equivalents may be Awarded on a free-standing basis or in connection with another Award. The Committee may provide that Dividend Equivalents shall be paid or distributed when accrued or shall be deemed to have been reinvested in additional Shares, Awards, or other investment vehicles, and subject to such restrictions on transferability and risks of forfeiture, as the Committee may specify. Notwithstanding the foregoing, in no event shall Dividend Equivalents be paid in connection with the grant of a Performance Award until such time as the Committee has certified that the performance goals with respect to such Performance Award have been achieved for the relevant Performance Period.

(h) *Performance Awards*. The Committee is authorized to grant Performance Awards to any Eligible Person payable in cash, Shares, or other Awards, on terms and conditions established by the Committee, subject to the provisions of Section 8 if and to the extent that the Committee shall, in its sole discretion, determine that an Award shall be subject to those provisions. The performance criteria to be achieved during any Performance Period and the length of the Performance Period shall be determined by the Committee upon the grant of each Performance Award. Except as provided in Section 9 or as may be provided in an Award Agreement, Performance Awards will be distributed only after the end of the relevant

Performance Period. The performance goals to be achieved for each Performance Period shall be conclusively determined by the Committee and may be based upon the criteria set forth in Section 8(b), or in the case of an Award that the Committee determines shall not be subject to Section 8 hereof, any other criteria that the Committee, in its sole discretion, shall determine should be used for that purpose. The amount of the Award to be distributed shall be conclusively determined by the Committee. Performance Awards may be paid in a lump sum or in installments following the close of the Performance Period or, in accordance with procedures established by the Committee, on a deferred basis.

(i) *Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant to any Eligible Person such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares, as deemed by the Committee to be consistent with the purposes of the Plan. Other Stock-Based Awards may be granted to Participants either alone or in addition to other Awards granted under the Plan, and such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 6(i) shall be purchased for such consideration, (including without limitation loans from the Company or a Related Entity provided that such loans are not in violation of the Sarbanes Oxley Act of 2002, or any rule or regulation adopted thereunder or any other applicable law) paid for at such times, by such methods, and in such forms, including, without limitation, cash, Shares, other Awards or other property, as the Committee shall determine.

#### 7. Certain Provisions Applicable to Awards.

(a) *Stand-Alone, Additional, Tandem, and Substitute Awards.* Awards granted under the Plan may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution or exchange for, any other Award or any award granted under another plan of the Company, any Related Entity, or any business entity to be acquired by the Company or a Related Entity, or any other right of a Participant to receive payment from the Company or any Related Entity. Such additional, tandem, and substitute or exchange Awards may be granted at any time. If an Award is granted in substitution or exchange for another Award or award, the Committee shall require the surrender of such other Award or award in consideration for the grant of the new Award. In addition, Awards may be granted in lieu of cash compensation, including in lieu of cash amounts payable under other plans of the Company or any Related Entity, in which the value of Stock subject to the Award is equivalent in value to the cash compensation (for example, Deferred Stock or Restricted Stock), or in which the exercise price, grant price or purchase price of the Award in the nature of a right that may be exercised is equal to the Fair Market Value of the underlying Stock minus the value of the cash compensation surrendered (for example, Options or Stock Appreciation Right granted with an exercise price or grant price "discounted" by the amount of the cash compensation surrendered).

(b) *Term of Awards.* The term of each Award shall be for such period as may be determined by the Committee; provided that in no event shall the term of any Option or Stock Appreciation Right exceed a period of ten years (or in the case of an Incentive Stock Option such shorter term as may be required under Section 422 of the Code).

(c) *Form and Timing of Payment Under Awards; Deferrals.* Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or a Related Entity upon the exercise of an Option or other Award or settlement of an Award may be made in such forms as the Committee shall determine, including, without limitation, cash, Shares, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis. Any installment or deferral provided for in the preceding sentence shall, however, be subject to the Company's compliance with the provisions of the Sarbanes-Oxley Act of 2002, the rules and regulations adopted by the Securities and Exchange Commission thereunder, and all applicable rules of the Nasdaq Stock Market or any national securities exchange on which the Company's securities are listed for trading and, if not listed for trading on either the Nasdaq Stock Market or a national securities exchange, then the rules of the Nasdaq Stock Market. The settlement of any Award may be accelerated, and cash paid in lieu of Shares in connection with such settlement, in the discretion of the Committee or upon occurrence of one or more specified events (in addition to a Change in Control). Installment or deferred payments may be required by the Committee (subject to Section 10(e) of the Plan, including the consent provisions thereof in the case of any deferral of an outstanding Award not provided for in the original Award Agreement) or permitted at the election of the Participant on terms and conditions established by the Committee. Payments may include, without limitation, provisions for the payment or crediting of a reasonable interest rate on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Shares.

(d) *Exemptions from Section 16(b) Liability.* It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt from Section 16 pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award Agreement does not comply with the requirements of Rule 16b-3 then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b).

#### (e) Code Section 409A.

The following provisions shall apply to any Award that is or may potentially be subject to the requirements of Section 409A of the Code.

(i) The Award Agreement for any Award that the Committee reasonably determines to be a "non-qualified deferred compensation plan" under Section 409A of the Code (a "Section 409A Plan"), and the provisions of the Plan applicable to that Award, shall be construed in a manner consistent with, the applicable requirements of Section 409A of the Code, and the Committee, in its sole discretion and without the consent of any Participant, may amend any Award Agreement (and the provisions of the Plan applicable thereto) if and to the extent that the Committee determines that such amendment is necessary or appropriate to comply with the requirements of Section 409A of the Code.

(ii) If any Award constitutes a Section 409A Plan, then the Award shall be subject to the following additional requirements, if and to the extent required to comply with Section 409A of the Code:

(A) Payments under the Section 409A Plan may not be made earlier than the first to occur of (u) the Participant's s "separation from service", (v) the date the Participant becomes "disabled", (w) the Participant's death, (x) a "specified time (or pursuant to a fixed schedule)" specified in the Award Agreement at the date of the deferral of such compensation, (y) a "change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets" of the Company, or (z) the occurrence of an "unforeseeable emergency";

(B) The time or schedule for any payment of the deferred compensation may not be accelerated, except to the extent provided in applicable Treasury Regulations or other applicable guidance issued by the Internal Revenue Service;

(C) Any elections with respect to the deferral of such compensation or the time and form of distribution of such deferred compensation shall comply with the requirements of Section 409A(a)(4) of the Code; and

(D) In the case of any Participant who is "specified employee", a distribution on account of a "separation from service" may not be made before the date which is six months after the date of the Participant's "separation from service" (or, if earlier, the date of the Participant's death).

For purposes of the foregoing, the terms in quotations shall have the same meanings as those terms have for purposes of Section 409A of the Code, and the limitations set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A of the Code that are applicable to the Award.

(iii) Notwithstanding the foregoing, the Company does not make any representation to any Participant or Beneficiary that any Awards made pursuant to this Plan are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless the Participant or any Beneficiary for any tax, additional tax, interest or penalties that the Participant or any Beneficiary may incur in the event that any provision of this Plan, or any Award Agreement, or any amendment or modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A.

#### 8. Code Section 162(m) Provisions.

(a) *Covered Employees.* The Committee, in its discretion, may determine at the time an Award is granted to an Eligible Person who is, or is likely to be, as of the end of the tax year in which the Company would claim a tax deduction in connection with such Award, a Covered Employee, that the provisions of this Section 8 shall be applicable to such Award.

(b) Performance Criteria. If an Award is subject to this Section 8, then the lapsing of restrictions thereon and the distribution of cash. Shares or other property pursuant thereto, as applicable, shall be contingent upon achievement of one or more objective performance goals. Performance goals shall be objective and shall otherwise meet the requirements of Section 162(m) of the Code and regulations thereunder including the requirement that the level or levels of performance targeted by the Committee result in the achievement of performance goals being "substantially uncertain." One or more of the following business criteria for the Company, on a consolidated basis, and/or for Related Entities, or for business or geographical units of the Company and/or a Related Entity (except with respect to the total shareholder return and earnings per share criteria), shall be used by the Committee in establishing performance goals for such Awards: (1) earnings per share: (2) revenues or margins: (3) cash flow: (4) operating margin: (5) return on net assets. investment, capital, or equity; (6) economic value added; (7) direct contribution; (8) net income; pretax earnings; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; earnings after interest expense and before extraordinary or special items: operating income: income before interest income or expense, unusual items and income taxes, local, state or federal and excluding budgeted and actual bonuses which might be paid under any ongoing bonus plans of the Company; (9) working capital; (10) management of fixed costs or variable costs: (11) identification or consummation of investment opportunities or completion of specified projects in accordance with corporate business plans, including strategic mergers, acquisitions or divestitures; (12) total shareholder return; and (13) debt reduction. Any of the above goals may be determined on an absolute or relative basis or as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor's 500 Stock Index or a group of companies that are comparable to the Company. Except as otherwise specified by the Committee at the time the goals are set, the Committee shall exclude the impact of: (i) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges. (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, (iii) a change in accounting standards required by generally accepted accounting principles, or (iv) any other item or event specified by the Committee at the time the goals are set.

(c) *Performance Period; Timing For Establishing Performance Goals.* Achievement of performance goals in respect of such Performance Awards shall be measured over a Performance Period no shorter than 12 months and no longer than 5 years, as specified by the Committee. Performance goals shall be established not later than 90 days after the beginning of any Performance Period applicable to such Performance Awards, or at such other date as may be required or permitted for "performance-based compensation" under Code Section 162(m).

(d) *Adjustments.* The Committee may, in its discretion, reduce the amount of a settlement otherwise to be made in connection with Awards subject to this Section 8, but may not exercise discretion to increase any such amount payable to a Covered Employee in respect of an Award subject to this Section 8. The Committee shall specify the circumstances in which such Awards shall be paid or forfeited in the event of termination of Continuous Service by the Participant prior to the end of a Performance Period or settlement of Awards.

(e) *Committee Certification.* No Participant shall receive any payment under the Plan that is subject to this Section 8 unless the Committee has certified, by resolution or other appropriate action in writing, that the performance criteria and any other material terms previously established by the Committee or set forth in the Plan, have been satisfied to the extent necessary to qualify as "performance based compensation" under Code Section 162(m).

#### 9. Change in Control.

(a) *Effect of "Change in Control."* If and only to the extent provided in the Award Agreement, or to the extent otherwise determined by the Committee, upon the occurrence of a "Change in Control," as defined in Section 9(b):

(i) Any Option or Stock Appreciation Right that was not previously vested and exercisable as of the time of the Change in Control, shall become immediately vested and exercisable, subject to applicable restrictions set forth in Section 10(a) hereof.

(ii) Any restrictions, deferral of settlement, and forfeiture conditions applicable to a Restricted Stock Award, Deferred Stock Award or an Other Stock-Based Award subject only to future service requirements granted under the Plan shall lapse and such Awards shall be deemed fully vested as of the time of the Change in Control, except to the extent of any waiver by the Participant and subject to applicable restrictions set forth in Section 10(a) hereof.

(iii) With respect to any outstanding Award subject to achievement of performance goals and conditions under the Plan, the Committee may, in its discretion, deem such performance goals and conditions as having been met as of the date of the Change in Control.

(b) *Definition of "Change in Control"*. Unless otherwise specified in an Award Agreement, a "Change in Control" shall mean the occurrence of any of the following:

(i) The acquisition by any Person of Beneficial Ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than fifty percent (50%) of either (A) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities) (the foregoing Beneficial Ownership hereinafter being referred to as a "Controlling Interest"); provided, however, that for purposes of this Section 9(b), the following acquisitions shall not constitute or result in a Change of Control: (v) any acquisition directly from the Company; (w) any acquisition by the Company; (x) any acquisition by any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest; (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; or (z) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) below; or

(ii) During any period of two (2) consecutive years (not including any period prior to the Effective Date) individuals who constitute the Board on the Effective Date (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for

this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership. immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination or any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest) beneficially owns, directly or indirectly, fifty percent (50%) or more of the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the Board of Directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

#### 10. General Provisions.

(a) *Compliance With Legal and Other Requirements.* The Company may, to the extent deemed necessary or advisable by the Committee, postpone the issuance or delivery of Shares or payment of other benefits under any Award until completion of such registration or qualification of such Shares or other required action under any federal or state law, rule or regulation, listing or other required action with respect to any stock exchange or automated quotation system upon which the Shares or other Company securities are listed or quoted, or compliance with any other obligation of the Company, as the Committee, may consider appropriate, and may require any Participant to make such representations, furnish such information and comply with or be subject to such other conditions as it may consider appropriate in connection with the issuance or delivery of Shares or payment of other benefits in compliance with applicable laws, rules, and regulations, listing requirements, or other obligations.

(b) *Limits on Transferability; Beneficiaries.* No Award or other right or interest granted under the Plan shall be pledged, hypothecated or otherwise encumbered or subject to any lien, obligation or liability of such Participant to any party, or assigned or transferred by such Participant otherwise than by will or the laws of descent and distribution or to a Beneficiary upon the death of a Participant, and such Awards or rights that may be exercisable shall be exercised during the lifetime of the Participant only by the Participant or his or her guardian or legal representative, except that Awards and other rights (other than Incentive Stock Options and Stock Appreciation Rights in tandem therewith) may be transferred to one or more Beneficiaries or other transferees during the lifetime of the Participant, and may be exercised by such transferees in accordance with the terms of such Award, but only if and to the extent such transfers are permitted by the Committee pursuant to the express terms of an Award Agreement (subject to any terms and conditions which the Committee may impose thereon). A Beneficiary, transferee, or other person claiming any rights under the Plan from or through any Participant shall be subject to all terms and conditions of the Plan and any Award Agreement applicable to such Participant, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee.

#### (c) Adjustments.

(i) Adjustments to Awards. In the event that any extraordinary dividend or other distribution (whether in the form of cash, Shares, or other property), recapitalization, forward or reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects the Shares and/or such other securities of the Company or any other issuer such that a substitution, exchange, or adjustment is determined by the Committee to be appropriate, then the Committee shall, in such manner as it may deem equitable, substitute, exchange or adjust any or all of (A) the number and kind of Shares which may be delivered in connection with Awards granted thereafter, (B) the number and kind of Shares by which annual per-person Award limitations are measured under Section 5 hereof, (C) the number and kind of Shares subject to or deliverable in respect of outstanding Awards. (D) the exercise price, grant price or purchase price relating to any Award and/or make provision for payment of cash or other property in respect of any outstanding Award, and (E) any other aspect of any Award that the Committee determines to be appropriate. Notwithstanding the foregoing, in the case of any "equity restructuring" (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation - Stock Compensation, formerly known as Financial Accounting Standards Board Statement of Financial Accounting Standards No. 123 (revised 2004) or any other applicable accounting standard), the Committee shall make such adjustments to Awards on account of such equity restructuring as shall be necessary in order that the "fair value" of the adjusted Award immediately following the equity restructuring shall be equal to the "fair value" of the original Award immediately prior to the equity restructuring, based on the Share price and other pertinent factors on the effective date of the equity restructuring. For purposes of the preceding sentence, "fair value" shall be determined in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation - Stock Compensation or any other applicable accounting standard.

#### (ii) Adjustments in Case of Certain Corporate Transactions.

(A) In the event of any merger, consolidation or other reorganization in which the Company does not survive, or in the event of any Change in Control, any outstanding Awards may be dealt with in accordance with any of the following approaches, as determined by the agreement effectuating the transaction or, if and to the extent not so determined, as determined by the Committee: (1) the continuation of the outstanding Awards by the Company, if the Company is a surviving corporation, (2) the assumption or substitution for, the outstanding Awards by the surviving corporation or its parent or subsidiary, (3) full exercisability or vesting and accelerated expiration of the outstanding Awards, or (4) settlement of the value of the outstanding Awards in cash or cash equivalents or other property followed by cancellation of such Awards (which value, in the case of Options or Stock Appreciation Rights, shall be measured by the amount, if any, by which the Fair Market Value of a Share exceeds the exercise or grant price of the Option or Stock Appreciation Right as of the effective date of the transaction). The Committee shall give written notice of any proposed transaction referred to in this Section 10(c)(ii) a reasonable period of time prior to the closing date for such transaction (which notice may be given either before or after the approval of such transaction), in order that Participants may have a reasonable period of time prior to the closing date of such transaction within which to exercise any Awards that are then exercisable (including any Awards that may become exercisable upon the closing date of such transaction). A Participant may condition his exercise of any Awards upon the consummation of the transaction.

(B) For purposes of this Section 10(c)(ii), an Option, Stock Appreciation Right, Restricted Stock Award, Deferred Stock Award or Other Stock-Based Award shall be considered assumed or substituted for if following the Change in Control the Award confers the right to purchase or receive, for each Share subject to the Option, Stock Appreciation Right, Restricted Stock Award, Deferred Stock Award or Other Stock-Based Award immediately prior to the Change in Control, on substantially the same vesting and other terms and conditions as were applicable to the Award immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) received in the transaction constituting a Change in Control by holders of Shares for each Share held on the effective date of such transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the transaction constituting a Change in Control is not solely common stock of the successor company or its parent or subsidiary, the Committee may, with the consent of the successor company or its parent or subsidiary, provide that the consideration to be received upon the exercise or vesting of an Option, Stock Appreciation Right, Restricted Stock Award, Deferred Stock Award or Other Stock-Based Award, for each Share subject thereto, will be solely common stock of the successor company or its parent or subsidiary substantially equal in fair market value to the per share consideration received by holders of Shares in the transaction constituting a Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.

(iii) *Other Adjustments.* The Committee (and the Board if and only to the extent such authority is not required to be exercised by the Committee to comply with Section 162(m) of the Code) is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards (including Performance Awards, or performance goals relating thereto) in recognition of unusual or nonrecurring events (including, without limitation, acquisitions and dispositions of businesses and assets) affecting the Company, any Related Entity or any business unit, or the financial statements of the Company or any Related Entity, or in response to changes in applicable laws, regulations, accounting principles, tax rates and regulations or business conditions or in view of the Committee's assessment of the business strategy of the Company, any Related Entity and any other circumstances deemed relevant, provided that no such adjustment shall be authorized or made if and to the extent that such authority or the making of such adjustment would cause Options, Stock Appreciation Rights, Performance Awards granted pursuant to Section 8(b) hereof to Participants designated by the Committee as Covered Employees and intended to qualify as "performance-based compensation" under Code Section 162(m) and regulations thereunder.

(d) *Taxes.* The Company and any Related Entity are authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from a distribution of Shares, or any payroll or other payment to a Participant, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company or any Related Entity and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Shares or other property and to make cash payments equal in value to the Shares withheld or received from the Participant in satisfaction of a Participant's tax obligations, either on a mandatory or elective basis in the discretion of the Committee.

(e) *Changes to the Plan and Awards.* The Board may amend, alter, suspend, discontinue or terminate the Plan, or the Committee's authority to grant Awards under the Plan, without the consent of shareholders or Participants, except that any amendment or alteration to the Plan shall be subject to the approval of the Company's shareholders not later than the annual meeting next following such Board action if such shareholder approval is required by any federal or state law or regulation (including, without limitation, Rule 16b-3 or Code Section 162(m)) or the rules of any stock exchange or automated quotation system on which the Shares may then be listed or quoted, and the Board may otherwise, in its discretion, determine to submit other such changes to the Plan to shareholders for approval; provided that, without the consent of an affected Participant, no such Board action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted and any Award Agreement relating thereto, except as otherwise provided in the Plan; provided that, without the consent of an affected Participant, no such Committee or the Board action may materially and adversely affect the rights of such Participant under such Committee or the Board action may materially and adversely affect the rights of such Participant, no such Committee or the Board action may materially and adversely affect the rights of such Participant under such Committee or the Board action may materially and adversely affect the rights of such Participant under such Award.

(f) *Limitation on Rights Conferred Under Plan.* Neither the Plan nor any action taken hereunder or under any Award shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or a Related Entity; (ii) interfering in any way with the right of the Company or a Related Entity to terminate any Eligible Person's or Participant's Continuous Service at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and Employees, or (iv) conferring on a Participant any of the rights of a shareholder of the Company including, without limitation, any right to receive dividends or distributions, any right to vote or act by written consent, any right to attend meetings of shareholders or any right to receive any information concerning the Company's business, financial condition, results of operation or prospects, unless and until such time as the Participant is duly issued Shares on the stock books of the Company in accordance with the terms of an Award. None of the Company, its officers or its directors shall have any fiduciary obligation to the Participant with respect to any Shares awarded pursuant to this Plan unless and until the Participant is duly issued Shares on the stock books of the Company in accordance with the terms of an Award. Neither the Company nor any of the Company's officers, directors, representatives or agents are granting any rights under the Plan to the Participant whatsoever, oral or written, express or implied, other than those rights expressly set forth in this Plan or the Award Agreement.

(g) *Unfunded Status of Awards; Creation of Trusts.* The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant or obligation to deliver Shares pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided that the Committee may authorize the creation of trusts and deposit therein cash, Shares, other Awards or other property, or make other arrangements to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify and in accordance with applicable law.

(h) *Nonexclusivity of the Plan.* Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable including incentive arrangements and awards which do not qualify under Section 162(m) of the Code.

(i) *Payments in the Event of Forfeitures; Fractional Shares.* Unless otherwise determined by the Committee, in the event of a forfeiture of an Award with respect to which a Participant paid cash or other consideration, the Participant shall be repaid the amount of such cash or other consideration. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(j) *Governing Law.* The validity, construction and effect of the Plan, any rules and regulations under the Plan, and any Award Agreement shall be determined in accordance with the laws of the State of Delaware without giving effect to principles of conflict of laws, and applicable federal law.

(k) *Non-U.S. Laws.* The Committee shall have the authority to adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of foreign countries in which the Company or its Subsidiaries may operate to assure the viability of the benefits from Awards granted to Participants performing services in such countries and to meet the objectives of the Plan.

(1) *Plan Effective Date and Shareholder Approval; Termination of Plan.* The Plan shall become effective on the Effective Date, which is the date the Plan was approved by shareholders of the Company eligible to vote in the election of directors, by a vote sufficient to meet the requirements of Code Sections 162(m) (if applicable) and 422, Rule 16b-3 under the Exchange Act (if applicable), applicable requirements under the rules of any stock exchange or automated quotation system on which the Shares may be listed or quoted, and other laws, regulations, and obligations of the Company applicable to the Plan. Awards may be granted subject to shareholder approval, but may not be exercised or otherwise settled in the event the shareholder approval is not obtained. The Plan shall terminate at the earliest of (a) such time as no Shares remain available for issuance under the Plan, (b) termination of this Plan by the Board, or (c) the tenth anniversary of the Effective Date. Awards outstanding upon expiration of the Plan shall remain in effect until they have been exercised or terminated, or have expired.

Confidential Treatment Requested as to certain information contained in this Exhibit and filed separately with the Securities and Exchange Commission.

Exhibit 10.2

## FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

BANK OF AMERICA, N.A. As Administrative Agent and Collateral Agent

# LENDERS NAMED HEREIN

## WELLS FARGO FOOTHILL, LLC. As Syndication Agent

NATIONAL CITY BUSINESS CREDIT, INC. AS DOCUMENTATION AGENT

#### CASUAL MALE RETAIL GROUP, INC.

THE BORROWERS' REPRESENTATIVE FOR:

CASUAL MALE RETAIL GROUP, INC. DESIGNS APPAREL, INC.

December 28, 2006

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# FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

# Bank of America, N.A. Administrative and Collateral Agent

December 28, 2006

## THIS FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the "Agreement") is made amongst

Bank of America, N.A. (in such capacity, the "Administrative Agent"), a national banking association with an office at 40 Broad Street, Boston, Massachusetts 02109, as Administrative Agent for the benefit of (i) the Collateral Agent, (ii) the "Lenders" who are, at present, those financial institutions identified on the signature pages of this Agreement and any Person who becomes a "Lender" in accordance with the provisions of this Agreement, and (iii) other Secured Parties.

and

Bank of America, N.A. (in such capacity, the "**Collateral Agent**"), a national banking association with an office at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agent for the benefit of (i) the Administrative Agent, (ii) the Lenders, and (iii) other Secured Parties.

and

The Revolving Credit Lenders;

and

The Last Out Revolving Lenders

and

Casual Male Retail Group, Inc. (in such capacity, the "**Borrowers**' **Representative**"), a Delaware corporation with its principal executive offices at 555 Turnpike Street, Canton, Massachusetts 02021, as agent for Casual Male Retail Group, Inc., and Designs Apparel, Inc. (individually, a "**Borrower**" and collectively, the "**Borrowers**").

WHEREAS, on October 29, 2004, the Borrowers, Fleet Retail Group, Inc. as Administrative Agent and Collateral Agent, Revolving Credit Lenders, and Bank of America, N.A. as Tranche B Lender entered into a Fourth Amended and Restated Loan and Security Agreement (as amended and in effect, the "**Original Agreement**"), pursuant to which, among other things, the Revolving Credit Lenders agreed to make Revolving Loans to the Borrowers and Bank of America, N.A. agreed to make a Tranche B Loan to the Borrowers;

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WHEREAS, the Tranche B Loan to Bank of America, N.A. has been paid in full;

WHEREAS, the Borrowers have requested that the Agent and Revolving Credit Lenders amend the Original Agreement in certain respects in order to, among other thing, add a new Last Out Revolving Loan, and otherwise amend the Original Agreement;

WHEREAS, the Agent and Revolving Credit Lenders are willing to amend the Original Agreement on the terms set forth herein; and

WHEREAS, the parties hereto desire to amend and restate the Original Agreement in its entirety.

NOW THEREFORE, the Agent, Lenders, and Borrowers hereby agree that the Original Agreement shall be amended and restated in its entirety as follows:

### WITNESSETH:

# **ARTICLE 1 - DEFINITIONS:**

As used herein, the following terms have the following meanings or are defined in the section of this Agreement so indicated:

"Acceleration": The making of demand or declaration that any indebtedness, not otherwise due and payable, is due and payable. Derivations of the word "Acceleration" (such as "Accelerate") are used with like meaning in this Agreement.

"Acceleration Notice": Written notice as follows:

(a) From the Administrative Agent to the Collateral Agent and the Lenders, as provided in Section 13.1(a).

(b) From the SuperMajority Lenders to the Administrative Agent, as provided in Section 13.1(b).

"Account Debtor": Has the meaning given that term in the UCC.

"Accounts" and "Accounts Receivable" include, without limitation, "accounts" as defined in the UCC, and also all: accounts, accounts receivable, receivables, and rights to payment (whether or not earned by performance) for: property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; services rendered or to be rendered; a policy of insurance issued or to be issued; a secondary obligation incurred or to be incurred; energy provided or to be provided; for the use or hire of a vessel; arising out of the use of a credit or charge card or information contained on or used with that card; winnings in a lottery or other game of chance; and also all Inventory which gave rise thereto, and all rights associated with such Inventory, including the right of stoppage in transit; all reclaimed, returned, rejected or repossessed Inventory (if any) the sale of which gave rise to any Account.

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"ACH": Automated clearing house.

"Acquisition": The purchase or other acquisition, by a Loan Party (no matter how structured in one transaction or in a series of transactions), of: (a) equity interests in any other Person which would constitute or which results in a Change in Control of such other Person (as if such Person were Casual Male, as used in the definition of "Change of Control"), or (b) such of the assets of any Person as would permit a Loan Party to operate one or more retail locations of such Person or to conduct other business operations with such assets (provided, however, none of the following shall constitute an "Acquisition": purchases of inventory in the ordinary course of a Loan Party's business; purchases, leases or other acquisitions of Equipment in the ordinary course of a Loan Party's business; and Capital Expenditures permitted hereunder).

"Administrative Agent": Defined in the Preamble.

"Administrative Agent' s Cover": Defined in Section 12.3(c)(i).

"Administrative Agent' s Fee": Defined in Section 2.17.

"Affiliate": The following:

(a) With respect to any two Persons, a relationship in which (i) one holds, directly or indirectly, not less than twenty five percent (25%) of the capital stock, beneficial interests, partnership interests, or other equity interests of the other; or (ii) one has, directly or indirectly, the right, under ordinary circumstances, to vote for the election of a majority of the directors (or other body or Person who has those powers customarily vested in a board of directors of a corporation); or (iii) not less than twenty five percent (25%) of their respective ownership is directly or indirectly held by the same third Person.

(b) Any Person which: is a parent, brother-sister or Subsidiary of a Loan Party; could have such enterprise's tax returns or financial statements consolidated with that Loan Party's; could be a member of the same controlled group of corporations (within the meaning of Section 1563(a)(1), (2) and (3) of the Internal Revenue Code of 1986, as amended from time to time) of which any Loan Party is a member; or controls or is controlled by any Loan Party.

"Agent": When not preceded by "Administrative" or "Collateral", the term "Agent" refers collectively and individually to the Administrative Agent and the Collateral Agent.

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"Agents' Rights and Remedies": Defined in Section 11.7.

"Aggregate Availability" means the aggregate of Availability and Last Out Availability.

"Aggregate Excess Availability" means the aggregate of Excess Availability and Last Out Availability.

"Applicable Inventory Advance Rate": means 90%.

"Applicable Law": As to any Person: (i) All statutes, rules, regulations, orders, or other requirements having the force of law and (ii) all court orders and injunctions, arbitrator's decisions, and/or similar rulings, in each instance ((i) and (ii)) of or by any federal, state, municipal, and other governmental authority, or court, tribunal, panel, or other body which has or claims jurisdiction over such Person, or any property of such Person, or of any other Person for whose conduct such Person would be responsible.

"Applicable Margin": The following percentages for Base Margin Loans and Libor Loans based upon the following criteria:

	REVOLVI				NG		LAST OUT REVOLVING LOANS			
LEVEL	AVERAGE EXCESS AVAILABILITY		CREDIT							
			LOANS							
		Equal to Or			BASE		LIBOR		BASE	
	Less Than	Greater Than	LIBOR MARGIN		MARGIN		MARGIN		MARGIN	
I										
		\$50,000,000	1.00	%	0	%	2.75	%	0.00	%
II										
	\$50,000,000	\$25,000,000	1.25	%	0	%	2.75	%	0.00	%
III	# <b>3</b> 5 000 000		1.50	0/	0	0./	0.75	0/	0.00	0 (
	\$25,000,000		1.50	%	0	%	2.75	%	0.00	%

The Applicable Margin shall be set on the Closing Date based upon the Average Excess Availability for the three (3) months immediately preceding the Closing Date. Thereafter, the Applicable Margin shall be adjusted quarterly on the first day of each calendar quarter based upon the Average Excess Availability during the prior quarter. Upon the occurrence of an Event of Default and for so long as such Event of Default continues in existence, the Applicable Margin may, at the option of the Administrative Agent, be immediately increased to the percentages set forth in Level III (even if the Average Excess Availability requirements for another Level have been met) and interest shall be determined in the manner set forth in Section 2.14(f).

"Appraised Inventory Liquidation Value": The product of (a) the Cost of Eligible Inventory (net of Inventory Reserves) of the Casual Male Companies and RBT, *multiplied* by (b) that percentage, determined from the then most recent appraisal of the Loan Parties' Inventory undertaken at the request of the Administrative Agent, to reflect the appraiser's estimate of the net recovery on the Loan Parties' Inventory in the event of an in-store liquidation of that Inventory.

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"Arrangement Fee": shall have the meaning set forth in the Fee Letter.

"Assignee Lender": Defined in Section 16.1.

"Assigning Lender": Defined in Section 16.1.

"Assignment and Acceptance": Defined in Section 16.2.

"Availability": The lesser of (a) or (b) where:

- (a) is the result of
  - (i) The Revolving Credit Commitments

Minus

(ii) The aggregate outstanding Revolving Credit Loans and SwingLine Loans

Minus

(iii) The aggregate undrawn Stated Amount of all then outstanding L/Cs (less the amount of any cash collateral held by any Agent or Lender in respect of such L/Cs).

Minus

(iv) The aggregate of the Availability Reserves.

(b) is the result of

(i) The Borrowing Base

Minus

(ii) The aggregate outstanding Revolving Credit Loans and SwingLine Loans

#### Minus

(iii) The aggregate undrawn Stated Amount of all then outstanding L/Cs (less the amount of any cash collateral held by any Agent or Lender in respect of such L/Cs).

Minus

(iv) The aggregate of the Availability Reserves.

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"Availability Block" means ten percent (10%) of the lesser of (a) the Last Out Borrowing Base; or (b) the Total Commitments.

"Availability Reserves": Such reserves as the Administrative Agent from time to time determines in the Administrative Agent's reasonable discretion as being appropriate to reflect the impediments to the Collateral Agent's ability to realize upon the Collateral. Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) reserves based on the following:

- (i) Rent (but only if a landlord's waiver, acceptable to the Administrative Agent, has not been received by the Administrative Agent).
- (ii) Customer Credit Liabilities.
- (iii) Taxes and other governmental charges, including, ad valorem, personal property, and other taxes which might have priority over the Collateral Interests of the Collateral Agent in the Collateral.
- (iv) L/C Landing Costs.
- (v) the Availability Block.

"Average Excess Availability": means the average daily Aggregate Excess Availability for the immediately preceding quarter.

"**Bank of America**": means Bank of America, N.A., a national banking association and its Subsidiaries, Affiliates, branches, and their respective successors with offices at 40 Broad Street, Boston, Massachusetts 02109.

"Bankruptcy Code": Title 11, U.S.C., as amended from time to time.

"BAS": Is defined in Section 2.15.

"**Base**": means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1% and (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate." The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Margin": As determined from the definition of Applicable Margin.

"Base Margin Loan": Each Loan while bearing interest at the Base Margin Rate.

"Base Margin Rate": The aggregate of Base plus the then Base Margin.

"Blocked Account": Any deposit account, including, without limitation, any DDA, over which one or more of the Agents exercise control pursuant to a Blocked Account Agreement.

"Blocked Account Agreement": An agreement, in form satisfactory to the Administrative Agent, which recognizes the Collateral Agent's Collateral Interest in the contents of the deposit account which is the subject of such agreement and provides that such contents shall be transferred only to the Concentration Account or as otherwise instructed by the Collateral Agent.

"Borrower" and "Borrowers": Defined in the Preamble.

"Borrowers' Representative": Defined in the Preamble.

"Borrowing Base": The aggregate of the following:

(a) The Applicable Inventory Advance Rate multiplied by the Appraised Inventory Liquidation Value.

Plus

(b) The face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

"Borrowing Base Certificate": Is defined in Section 5.4.

"**Business Day**": Any day other than (a) a Saturday or Sunday; (b) any day on which banks in Boston, Massachusetts generally are not open to the general public for the purpose of conducting commercial banking business; or (c) a day on which the principal office of the Administrative Agent is not open to the general public to conduct business.

"**Business Plan**": The Loan Parties' business plan dated December 6, 2006, as updated from time to time by the Borrowers' Representative pursuant to this Agreement.

"Canton Lease": The lease and related documents entered into by and among Casual Male and Spirit SPE Canton, LLC dated as of February, 2006.

"Capital Expenditures": The expenditure of funds or the incurrence of liabilities which may be capitalized in accordance with GAAP.

"Capital Lease": Any lease which may be capitalized in accordance with GAAP.

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"Casual Male": Casual Male Retail Group, Inc.

### "Casual Male Companies": The Persons listed on EXHIBIT 1.0(a) annexed hereto.

"Change in Control": The occurrence of any of the following:

(a) The acquisition, by any group of persons (within the meaning of the Securities Exchange Act of 1934, as amended) or by any Person, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission) of 35% or more of the issued and outstanding capital stock of Casual Male having the right, under ordinary circumstances, to vote for the election of directors of Casual Male.

(b) At any time, (a) occupation of a majority of the seats (other than vacant seats) on the board of directors of Casual Male by Persons who were neither (i) nominated by the board of directors of Casual Male nor (ii) appointed by directors so nominated.

(c) The persons who are directors of Casual Male as of the Closing Date cease, for any reason other than death, disability, or resignation in the ordinary course (and not in connection with a proxy contest or similar occurrence), to constitute a majority of the board of directors of Casual Male.

(d) The failure by Casual Male (i) to own directly 100% of the issued and outstanding capital stock of Designs Apparel, Inc. and RBT or (ii) to own, directly or indirectly, 100% of the issued and outstanding capital stock or membership interests of all other Loan Parties.

"Chattel Paper": Has the meaning given that term in the UCC.

"Closing Date": December 28, 2006.

"Collateral": Defined in Section 8.1.

"Collateral Agent": Defined in the Preamble.

"Collateral Interest": Any interest in property to secure an obligation, including, without limitation, a security interest, mortgage, and deed of trust.

"Commitment Fee": Defined in Section 2.16.

"Concentration Account": Defined in Section 7.3.

"**Consent**": Actual consent given by the Lender from whom such consent is sought; or the passage of seven (7) Business Days from receipt of written notice to a Lender from an Agent of a proposed course of action to be followed by an Agent without

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such Lender's giving that Agent written notice of that Lender's objection to such course of action, *provided that* all Agents may rely on such passage of time as consent by a Lender only if such written notice states that consent will be deemed effective if no objection is received within such time period.

"**Consolidated**": When used to modify a financial term, test, statement, or report, refers to the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of the Loan Parties.

"Convertible Notes": The 5% Convertible Senior Subordinated Notes due January 1, 2024 issued pursuant to the Indenture in the aggregate principal amount of up to \$94,749,000.

"Cost": The lower of

(a) the calculated cost of purchases, as determined from invoices received by Design Apparel, Inc., its purchase journal or stock ledger, based upon its accounting practices, known to the Administrative Agent, which practices are in effect on the date on which this Agreement was executed; or

(b) the lowest ticketed or promoted price at which the subject inventory is offered to the public by any Loan Party, after all mark-downs (whether or not such price is then reflected on a Loan Party's accounting system).

"Cost" does not include inventory capitalization costs or other non-purchase price charges used in a Loan Party's calculation of cost of goods sold (other than freight, which may be capitalized consistent with GAAP and such Loan Party's prior practices).

"Costs of Collection": Includes, without limitation, all reasonable attorneys' fees and reasonable out-of-pocket expenses incurred by any Agent's attorneys, and all reasonable out-of-pocket costs incurred by any Agent in the administration of the Liabilities and/or the Loan Documents, including, without limitation, reasonable costs and expenses associated with travel on behalf of any Agent, where such costs and expenses are directly or indirectly related to or in respect of any Agent's: administration and management of the Liabilities; negotiation, documentation, and amendment of any Loan Document; or efforts to preserve, protect, collect, or enforce the Collateral, the Liabilities, and/or the Agents' Rights and Remedies and/or any of the rights and remedies of any Agent against or in respect of any guarantor or other person liable in respect of the Liabilities (whether or not suit is instituted in connection with such efforts). "Costs of Collection" also includes the reasonable fees and expenses of Lenders' Special Counsel. The Costs of Collection are Liabilities, and at the Administrative Agent's option may bear interest at the then effective Base Margin Rate.

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"Credit Card Advance Rate": 90%

"Credit Facilities": Is defined in Section 2.1.

"Customer Credit Liability": Gift certificates, gift cards, customer deposits, merchandise credits, layaway obligations, discounts, credits and similar items earned by customers in respect of frequent shopping programs, and similar liabilities of any Loan Party to its retail customers and prospective customers.

"DDA": Any store level checking, demand daily depository account or other bank or like account maintained by any Loan Party for the purpose of depositing store receipts and paying *de minimis* store level expenses, as to which the applicable bank or depository has received notification of the Collateral Agent's Collateral Interest in such account, including, on the date of this Agreement, the accounts listed on **EXHIBIT 7.1** hereto, but excluding, however, any Exempt DDA.

"**Default**": Any occurrence, circumstance, or state of facts with respect to a Loan Party which (a) is an Event of Default; or (b) would become an Event of Default if any requisite notice were given and/or any requisite period of time were to run and such occurrence, circumstance, or state of facts were not cured within any applicable grace period.

"Delinquent Lender": Defined in Section 12.3(c).

"Deposit Account": Has the meaning given that term in the UCC.

"Documents": Has the meaning given that term in the UCC.

"Documents of Title": Has the meaning given that term in the UCC.

"**Dollar Commitments**": The Revolving Credit Dollar Commitment and/or Last Out Revolving Credit Dollar Commitment, as applicable.

"Eligible Assignee": With respect to an assignee of a Lender, a bank, insurance company, or company engaged in the business of making commercial loans having a combined capital and surplus in excess of \$300 Million or any Affiliate of any Lender, or any Person to whom a Lender assigns its rights and obligations under this Agreement as part of a programmed assignment and transfer of such Lender's rights in and to a material portion of such Lender's portfolio of asset based credit facilities.

"Eligible Credit Card Receivables": Under five (5) Business Day Accounts due on a non-recourse basis from major credit card processors (which, if due on account of a private label credit card program, are deemed in the discretion of the Administrative Agent to be eligible).

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"Eligible In-Transit Inventory": "Eligible In-Transit Inventory" will be calculated at 75% of the Cost value of such of the Inventory of the Casual Male Companies and RBT (in each case, without duplication as to Eligible Inventory and Eligible In-Transit Inventory), in each case in which title has passed to a Loan Party and which is then being shipped from a foreign location for receipt, within 45 days, at a warehouse of one of the Loan Parties, *provided that* 

(a) Such Inventory is of such types, character, qualities and quantities (net of Inventory Reserves) as the Administrative Agent in its discretion from time to time determines to be eligible for borrowing;

(b) If applicable, the documents which relate to such shipment names the Collateral Agent as consignee of the subject Inventory and the Collateral Agent has control over the documents which evidence ownership of the subject Inventory (such as by the providing to the Collateral Agent of a Customs Brokers Agreement in form reasonably satisfactory to the Collateral Agent); and

(c) The Collateral Agent has a first priority perfected security interest in such Inventory.

"Eligible Inventory": The following (without duplication):

(a) Such of the Loan Parties' Inventory, at such locations, and of such types, character, qualities and quantities, as the Administrative Agent, in its sole discretion from time to time determines to be acceptable for borrowing, as to which Inventory, the Collateral Agent has a perfected security interest which is prior and superior to all security interests, claims, and encumbrances.

- (b) Eligible L/C Inventory.
- (c) Eligible In-Transit Inventory.

Without limiting the foregoing, "Eligible Inventory" shall not include (i) direct shipment inventory; (ii) inventory which cannot be sold including, without limitation, any non-merchandise inventory (such as labels, bags, and packaging materials, etc.); (iii) "dummy warehouse inventory"; (iv) damaged goods, return to vendor merchandise, packaways, consigned inventory, samples and other similar categories; (v) inventory which is the subject of a store closing, liquidation, going-out-of-business or similar sale, as to which in each case, any Loan Party has received an initial payment of the guaranteed price from the Person conducting the sale; and (vi) inventory in locations outside the United States or Canada (except for Eligible L/C Inventory) and in locations in the

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United States or Canada not under any Loan Party's control (unless waivers acceptable to the Agents are obtained), <u>provided</u>, however, in no event shall Inventory in locations outside of the United States be Eligible Inventory unless the Agent has a first priority perfected security interest in such Inventory, has established applicable advance rates and Reserves in connection therewith, and has otherwise determined in its discretion that such Inventory is eligible to be included in the Borrowing Base.

"Eligible L/C Inventory": "Eligible L/C Inventory" will be calculated at 75% of the Cost value of such of the Inventory of the Casual Male Companies and RBT (in each case, without duplication as to Eligible Inventory and Eligible In-Transit Inventory), in each case the purchase of which is supported by a documentary L/C then having an initial expiry of forty-five (45) or less days, *provided that* 

(a) Such Inventory is of such types, character, qualities and quantities (net of Inventory Reserves) as the Administrative Agent in its discretion from time to time determines to be eligible for borrowing; and

(b) The documentary L/C supporting such purchase names the Collateral Agent as consignee of the subject Inventory and the Collateral Agent has control over the documents which evidence ownership of the subject Inventory (such as by the providing to the Collateral Agent of a Customs Brokers Agreement in form reasonably satisfactory to the Collateral Agent).

# "Employee Benefit Plan": As defined in ERISA.

"Encumbrance": A Collateral Interest or agreement to create or grant a Collateral Interest; the interest of a lessor under a Capital Lease, conditional sale or other title retention agreement; sale of accounts receivable or chattel paper; or other arrangement pursuant to which any Person is entitled to any preference or priority with respect to the property or assets of another Person or the income or profits of such other Person; and each of the foregoing whether consensual or non-consensual and whether arising by way of agreement, operation of law, legal process or otherwise.

"End Date": The date upon which all of the following conditions are met: (a) all Liabilities (other than continuing representations, warranties and indemnity obligations) have been paid in full; (b) all obligations of any Lender to make loans and advances and to provide other financial accommodations to the Borrowers hereunder shall have been irrevocably terminated; and (c) the arrangements regarding L/Cs described in Section 18.2(b) have been made.

# "Environmental Laws": All of the following:

(a) Applicable Law which regulates or relates to, or imposes any standard of conduct or liability on account of or in respect to environmental protection matters, including, without limitation, Hazardous Materials, as are now or hereafter in effect.

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(b) The common law relating to damage to Persons or property from Hazardous Materials.

"Equipment": Includes, without limitation, "equipment" as defined in the UCC, and also all furniture, store fixtures, motor vehicles, rolling stock, machinery, office equipment, plant equipment, tools, dies, molds, and other goods, property, and assets which are used and/or were purchased for use in the operation or furtherance of a Person's business, and any and all accessions or additions thereto, and substitutions therefor.

"ERISA": The Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate": Any Person which is under common control with a Loan Party within the meaning of Section 4001 of ERISA or is part of a group which includes any Loan Party and which would be treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended.

"Events of Default": Defined in Article 10. An "Event of Default" shall be deemed to have occurred and to be continuing unless and until that Event of Default has been duly waived by the requisite Lenders or by the Administrative Agent, as applicable.

"Excess Availability": The result of (a) Availability *minus* (b) all then past due obligations of the Loan Parties including accounts payable which are beyond customary trade terms and rent obligations which are beyond applicable grace periods.

"Excess Availability Ratio": At any time, the ratio, expressed as a percentage, of (a) the Excess Availability at such time, to (b) the lesser of (i) the Revolving Credit Commitments at such time or (ii) the Borrowing Base at such time.

"Exempt DDA": A depository account maintained by any Loan Party, the only contents of which may be transfers *from* the Operating Account and actually used solely (i) for petty cash purposes; or (ii) for payroll.

"Farm Products": Has the meaning given that term in the UCC.

"Fee Letter": The letter dated December 4, 2006 between Borrowers' Representative and the Administrative Agent as such letter may from time to time be amended.

"**Fiscal**": When followed by "month" or "quarter", it refers to the relevant fiscal period based on the Loan Parties' fiscal year and accounting conventions (e.g. reference to the Loan Parties' "Fiscal June, 2007" is to the Loan Parties' fiscal month of June in the calendar year 2006). When followed by reference to a

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specific year, it refers to the fiscal year which ends in a month of the year to which reference is being made (e.g. if the Loan Parties' fiscal year ends in January 2007 reference to that year would be to the Loan Parties' "Fiscal 2007").

"5% Subordinated Note": Collectively, (i) the Designs, Inc. 5% Subordinated Note due April 26, 2007 in the original principal amount of \$1,000,000 made by Designs, Inc. to the Kellwood Company, and (ii) the Designs, Inc. 5% Subordinated Note due April 26, 2007 in the original principal amount of \$10,000,000 made by Designs, Inc. to the Kellwood Company.

"Fixtures": Has the meaning given that term in the UCC.

"GAAP": Principles which are consistent with those promulgated or adopted by the Financial Accounting Standards Board and its predecessors (or successors) in effect and applicable to that accounting period in respect of which reference to GAAP is being made, *provided, however,* in the event of a Material Accounting Change, then unless otherwise specifically agreed to by the Administrative Agent, the Borrowers' Representative shall include, with its monthly, quarterly, and annual financial statements a schedule, certified by the Borrowers' Representative's chief financial officer, on which the effect of such Material Accounting Change on that statement shall be described.

"General Intangibles": Includes, without limitation, "general intangibles" as defined in the UCC; and also all: rights to payment for credit extended; deposits; amounts due to any Person; credit memoranda in favor of any Person; warranty claims; tax refunds and abatements; insurance refunds and premium rebates; all means and vehicles of investment or hedging, including, without limitation, options, warrants, and futures contracts; records; customer lists; telephone numbers; goodwill; causes of action; judgments; payments under any settlement or other agreement; literary rights; rights to performance; royalties; license and/or franchise fees; rights of admission; licenses; franchises; license agreements, including all rights of any Person to enforce same; permits, certificates of convenience and necessity, and similar rights granted by any governmental authority; patents, patent applications, patents pending, and other intellectual property; internet addresses and domain names; developmental ideas and concepts; proprietary processes; blueprints, drawings, designs, diagrams, plans, reports, and charts; catalogs; manuals; technical data; computer software programs (including the source and object codes therefor), computer records, computer software, rights of access to computer record service bureaus, service bureau computer contracts, and computer data; tapes, disks, semi-conductors chips and printouts; trade secrets rights, copyrights, mask work rights and interests, and derivative works and interests; user, technical reference, and other manuals and materials; trade names, trademarks, service marks, and all goodwill relating thereto; applications for registration of the foregoing; and all other general intangible property of any Person in the nature of intellectual property; proposals; cost estimates, and reproductions on paper, or otherwise, of any and all

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concepts or ideas, and any matter related to, or connected with, the design, development, manufacture, sale, marketing, leasing, or use of any or all property produced, sold, or leased, by any or credit extended or services performed, by any Person, whether intended for an individual customer or the general business of any Person, or used or useful in connection with research by any Person.

"Goods": Has the meaning given that term in the UCC, and also includes all things movable when a Collateral Interest therein attaches and also all computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such manner that it customarily is considered part of the goods or (ii) by becoming the owner of the goods, a Person acquires a right to use the program in connection with the goods.

"Guarantor" and "Guarantors": Each Person named on EXHIBIT 1.0(b) annexed hereto individually, and the Persons named on EXHIBIT 1.0(b) annexed hereto, collectively.

"Guarantor Agreement": Each instrument and document executed by a Guarantor of the Liabilities to evidence or secure the Guarantor's guaranty thereof.

"Guarantor Default": Default or breach or the occurrence of any event of default under any Guarantor Agreement.

"Hazardous Materials": Any (a) substance which is defined or regulated as a hazardous material in or under any Environmental Law and (b) oil in any physical state.

"Hedge Agreement" means any and all transactions, agreements or documents now existing or hereafter entered into, which provides for an interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging the Borrowers' exposure to fluctuations in interest or exchange rates, loan, credit exchange, security or currency valuations or commodity prices and not for speculative purposes.

"Hedge Exposure" means, on any Business Day, the amount, if any, estimated by the Lender or its Affiliate which is party to a Hedge Agreement with a Loan Party in good faith and in a commercially reasonable manner (for which calculations and computations will be provided to such Loan Party at its request) pursuant to methodology set forth in the applicable Hedge Agreement, which would be payable to such Lender or its Affiliate if the Hedge Agreement were terminated as of such Business Day as a result of an event of default (as defined in the Hedge Agreement) with respect to the Loan Party and a payment were due thereunder to the Lender or its Affiliate.

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"Incremental Availability": The additional amount available to be borrowed by the Borrowers based upon the difference between the Last Out Borrowing Base and the Borrowing Base, as reflected on the most recent Borrowing Base Certificate delivered by the Borrowers to the Administrative Agent pursuant to Section 5.4 hereof, but in no event an amount greater than the Last Out Commitments.

"Indebtedness": All indebtedness and obligations of or assumed by any Person on account of or with respect to any of the following:

(a) In respect of money borrowed (including any indebtedness which is non-recourse to the credit of such Person but which is secured by an Encumbrance on any asset of such Person) whether or not evidenced by a promissory note, bond, debenture or other written obligation to pay money.

(b) In connection with any letter of credit or acceptance transaction (including, without limitation, the face amount of all letters of credit and acceptances issued for the account of such Person or reimbursement on account of which such Person would be obligated).

(c) In connection with the sale or discount of accounts receivable or chattel paper of such Person.

(d) On account of deposits or advances (but not including any liabilities with respect to Customer Credit Liabilities including gift cards, gift certificates, merchandise credits and/or frequent shopper or other consumer loyalty programs).

(e) As lessee under Capital Leases.

(f) In connection with any sale and leaseback transaction.

"Indebtedness" of any Person also includes:

(x) Indebtedness of others secured by an Encumbrance on any asset of such Person, whether or not such Indebtedness is assumed by such Person.

(y) Any guaranty, endorsement, suretyship or other undertaking pursuant to which that Person may be liable on account of any obligation of any third party other than on account of the endorsement of checks and other items in the ordinary course.

(z) The Indebtedness of a partnership or joint venture for which such Person is liable as a general partner or joint venturer.

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"Indemnified Person": Defined in Section 19.12.

"Indenture": the Indenture dated as of November 18, 2003 with respect to the 5% Convertible Senior Subordinated Notes Due January 1, 2024.

"Instruments": Has the meaning given that term in the UCC.

"Interest Payment Date": With reference to:

Each Libor Loan: The last day of the Interest Period relating thereto (and on the last day of the third month for any such loan which has a six (6) month or twelve (12) month Interest Period); the Termination Date; and the End Date.

Each Base Margin Loan: The first day of each month; the Termination Date; and the End Date.

"Interest Period": The following:

(a) With respect to each Libor Loan: Subject to Subsection (c), below, the period commencing on the date of the making or continuation of, or conversion to, the subject Libor Loan and ending one, two, three or six months, and if available to all Lenders, seven or fourteen days or twelve months thereafter, as the Borrowers' Representative may elect by notice (pursuant to Section 2.7) to the Administrative Agent.

(b) With respect to each Base Margin Loan: Subject to Subsection (c), below, the period commencing on the date of the making or continuation of or conversion to such Base Margin Loan and ending on that date (i) as of which the subject Base Margin Loan is converted to a Libor Loan, as the Borrowers' Representative may elect by notice (pursuant to Section 2.7) to the Administrative Agent, or (ii) on which the subject Base Margin Loan is paid by the Borrowers.

(c) The setting of Interest Periods is in all instances subject to the following:

(i) Any Interest Period for a Base Margin Loan which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day.

(ii) Any Interest Period for a Libor Loan which would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day, unless that succeeding Business Day is in the next calendar month, in which event such Interest Period shall end on the last Business Day of the month during which the Interest Period ends.

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(iii) Subject to Subsection (iv), below, any Interest Period applicable to a Libor Loan, which Interest Period begins on a day for which there is no numerically corresponding day in the calendar month during which such Interest Period ends, shall end on the last Business Day of the month during which that Interest Period ends.

- (iv) Any Interest Period which would otherwise end after the Termination Date shall end on the Termination Date.
- (v) The number of Interest Periods in effect at any one time is subject to Section 2.14(d) hereof.

"Inventory": Includes, without limitation, "inventory" as defined in the UCC and also all: (a) Goods which are leased by a Person as lessor; are held by a Person for sale or lease or to be furnished under a contract of service; are furnished by a Person under a contract of service; or consist of raw materials, work in process, or materials used or consumed in a business; (b) Goods of said description in transit; (c) Goods of said description which are returned, repossessed and rejected; (d) packaging, advertising, and shipping materials related to any of the foregoing; (e) all names, marks, and General Intangibles affixed or to be affixed or associated thereto; and (f) Documents and Documents of Title which represent any of the foregoing.

"Inventory Purchase Agreement": The Inventory Purchase Agreement dated October 29, 2004 by and between Designs Apparel, Inc. and the other Loan Parties.

"**Inventory Reserves**": Such Reserves as may be established from time to time by the Administrative Agent in the Administrative Agent's reasonable discretion with respect to the determination of the saleability, at Retail, of the Eligible Inventory or which reflect such other factors affecting the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on the following:

- (i) Obsolescence (based upon Inventory on hand beyond a given number of days).
- (ii) Seasonality.
- (iii) Shrinkage.
- (iv) Imbalance.
- (v) Change in Inventory character.
- (vi) Change in Inventory composition

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- (vii) Change in Inventory mix.
- (viii) Point of sale markdowns and, to the extent not reflected in Retail, permanent markdowns
- (ix) Retail markons and markups inconsistent with prior period practice and performance; industry standards; current business plans; or advertising calendar and planned advertising events.
- (x) Consigned Inventory.

"Investment Property": Has the meaning given that term in the UCC.

"Issuer": Bank of America, N.A. or any of its successors.

"Last Out Advance Percentage": At the relevant time of reference thereto, (a) from the Closing Date through but excluding the first anniversary of the Closing Date, 10%, and (b) on and after the first anniversary of the Closing Date, 5%.

"Last Out Borrowing Base": The sum of the Borrowing Base at such time, <u>plus</u> (ii) the applicable Last Out Advance Percentage multiplied by the Appraised Inventory Liquidation Value.

"Last Out Commitments": The aggregate of each Last Out Revolving Lender's Last Out Revolving Credit Dollar Commitment which as of the Closing Date are in the aggregate sum of \$10,000,000.00 and as subject to the change in accordance with the provisions of this agreement.

"Last Out Availability": At any time of determination, the amount that Borrowers are entitled to borrow as Last Out Revolving Loans, being the result of (a) the lesser of (i) the Last Out Commitments and (ii) the Incremental Availability <u>minus</u> (b) the outstanding principal balance of all Last Out Revolving Loans then outstanding.

"Last Out Lenders Fees": The Last Out Commitment Fee, Last Out Unused Line Fee and all other fees (such as a fee (if any) on account of the execution of an amendment of any Loan Document) payable by any Borrower in respect of the Last Out Revolving Loan other than any amount payable to an Agent as reimbursement for any cost or expense incurred by that Agent on account of the discharge of that Agent's duties under the Loan Documents.

"Last Out Revolving Commitment Percentage": The percentage set forth on EXHIBIT 2.25 hereto as such Last Out Revolving Lender's percentage of the aggregate Last Out Revolving Commitments of all the Last Out Revolving Lenders.

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"Last Out Revolving Credit Dollar Commitment" As to each Last Out Revolving Lender, the amount set forth on EXHIBIT 2.25, annexed hereto (as such amounts may change in accordance with the provisions of this Agreement).

"Last Out Revolving Lender" Each Lender with a Last Out Revolving Credit Dollar Commitment.

"Last Out Revolving Loans": Loans made by Last Out Revolving Lenders under the Credit Facilities.

"Last Out Revolving Note": Defined in Section 2.12.

"Last Out Unused Line Fee": Is defined in Section 2.18.

"L/C": Any letter of credit, the issuance of which is procured by the Administrative Agent for the account of any Borrower and any acceptance made on account of such letter of credit.

"L/C Landing Costs": To the extent not included in the Stated Amount of an L/C, customs, duty, freight, and other out-of-pocket costs and expenses which will be expended to "land" the Inventory, the purchase of which is supported by such L/C.

"Lease": Any lease or other agreement, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space.

"Leasehold Interest": Any interest of a Loan Party as lessee under any Lease.

"Lender": Collectively and each individually, each Revolving Credit Lender and each Last Out Revolving Lender.

"Lenders' Special Counsel": A single counsel selected by Lenders holding more than 51% of the Total Commitments (other than any Loan Commitments held by Delinquent Lenders) following the occurrence of an Event of Default to represent their interests in connection with the enforcement, attempted enforcement, or preservation of any rights and remedies under this, or any other Loan Document.

"Letter-of-Credit Right": Has the meaning given that term in the UCC and also refers to any right to payment or performance under any letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

"Liabilities": (a) Any and all direct and indirect liabilities, debts, and obligations of each Borrower to any Agent, any Lender, or any Secured Party, each of every kind, nature, and description owing on account of this Agreement or any other Loan Document, whether now existing or hereafter arising under this Agreement or under any of the other Loan Documents, including, without limitation, the following:

(i) Each obligation to repay any loan, advance, indebtedness, note, obligation, overdraft, or amount now or hereafter owing by any Borrower to any Agent or any Lender (including all future advances whether or not made pursuant to a commitment by any Agent or any Lender), whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which any Agent or any Lender may hold against any Borrower.

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(ii) All notes and other obligations of each Borrower now or hereafter assigned to or held by any Agent or any Lender, each of every kind, nature, and description

(iii) All debts, liabilities and obligations now or hereafter arising from or in connection any and all Hedge Agreements, including but not limited any Hedge Exposure.

(iv) All interest, fees, and charges and other amounts which may be charged by any Agent or any Lender to any Borrower and/or which may be due from any Borrower to any Agent or any Lender from time to time.

(v) All costs and expenses incurred or paid by any Agent in respect of any agreement between any Borrower and any Agent or instrument furnished by any Borrower to any Agent (including, without limitation, Costs of Collection, reasonable attorneys' fees, and all court and litigation costs and expenses).

(vi) Any and all covenants of each Borrower to or with any Agent or any Lender and any and all obligations of each Borrower to act or to refrain from acting in accordance with any agreement between that Borrower and any Agent or any Lender or instrument furnished by that Borrower to any Agent or any Lender.

(vii) Each of the foregoing as if each reference to "any Agent or any Lender" were to each Affiliate of the Administrative Agent.

(b) Any and all direct or indirect liabilities, debts, and obligations of each Borrower to any Agent or any Affiliate of any Agent, each of every kind, nature, and description owing on account of any service or accommodation provided to, or for the account of any Borrower pursuant to this or any other Loan Document, including cash management services and the issuances of L/C' s.

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"Libor Business Day": Any day which is both a Business Day and a day on which the principal interbank market for Libor deposits in London in which Bank of America participates is open for dealings in United States Dollar deposits.

"Libor Loan": Any Loan which bears interest at a Libor Rate.

"Libor Margin": As determined from the definition of Applicable Margin.

"Libor Offer Rate": That rate of interest (rounded upwards, if necessary, to the next 1/100 of 1%) determined by the Administrative Agent in good faith to be the highest prevailing rate per annum at which deposits on U.S. Dollars are offered to Bank of America by first-class banks in the London interbank market in which Bank of America participates at or about 10:00 AM (Boston Time) two (2) Libor Business Days before the first day of the Interest Period for the subject Libor Loan, for a deposit approximately in the amount of the subject loan for a period of time approximately equal to such Interest Period.

"Libor Rate": That per annum rate which is the aggregate of the Libor Offer Rate *plus* the Libor Margin *except that*, in the event that the Administrative Agent determines in good faith that any Lender may be subject to the Reserve Percentage, the "Libor Rate" shall mean, with respect to any Libor Loans then outstanding (from the date on which that Reserve Percentage first became applicable to such loans), and with respect to all Libor Loans thereafter made so long as any Lender is subject to the Reserve Percentage, an interest rate per annum equal the sum of (a) plus (b), where:

(a) is the decimal equivalent of the following fraction:

# Libor Offer Rate

# 1 minus Reserve Percentage

(b) is the applicable Libor Margin.

"Liquidation": The exercise, by the Collateral Agent, of those rights accorded to the Collateral Agent under the Loan Documents as a creditor of the Loan Parties following and on account of the occurrence of an Event of Default looking towards the realization on the Collateral. Derivations of the word "Liquidation" (such as "Liquidate") are used with like meaning in this Agreement.

"Loan": A Revolving Credit Loan or Last Out Revolving Loan.

"Loan Account": Is defined in Section 2.10.

"Loan Commitment": With respect to each Revolving Credit Lender, that respective Revolving Credit Lender's Revolving Credit Dollar Commitment. With respect to each Last Out Revolving Lender, that respective Last Out Revolving Lender's Last Out Revolving Credit Dollar Commitment.

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"Loan Documents": This Agreement, each instrument and document executed as contemplated by the Original Agreement and by Article 4, below, and each other instrument or document from time to time executed and/or delivered in connection with the arrangements contemplated hereby or in connection with any transaction with the Administrative Agent or the Collateral Agent or any Affiliate of the Administrative Agent or the Collateral Agent, including, without limitation, any transaction which arises out of any cash management, depository, investment, letter of credit, interest rate protection, or equipment leasing services provided by the Administrative Agent or the Collateral Agent or any Affiliate of the Administrative Agent or the Collateral Agent or any Affiliate of the Administrative Agent or the Collateral Agent or any Affiliate of the Administrative Agent or the Collateral Agent, as each may be amended from time to time.

"Loan Party and Loan Parties": Each Borrower and each Guarantor.

"**Majority Lenders**": Lenders (other than Delinquent Lenders) holding 51% or more of the Total Commitments (other than any Loan Commitments held by Delinquent Lenders).

"Material Accounting Change": Any change in GAAP applicable to accounting periods subsequent to the Loan Parties' Fiscal year most recently completed prior to the execution of this Agreement, which change has a material effect on the Loan Parties' Consolidated financial condition or operating results, as reflected on financial statements and reports prepared by or for the Loan Parties, when compared with such condition or results as if such change had not taken place or where preparation of the Loan Parties' statements and reports in compliance with such change.

"Maturity Date": October 29, 2008.

"Moody' s" means Moody' s Investors Service, Inc. and any successor thereto.

"Nominee": A business entity (such as a corporation or limited partnership) formed by the Collateral Agent to own or manage any Post Foreclosure Asset.

"NonConsenting Lender": Defined in Section 15.11.

"Operating Account": Defined in Section 7.3.

"Original Agreement:": Defined in the Preamble.

"OverLoan": A loan, advance, or providing of credit support (such as the issuance of any L/C) to the extent that, immediately after its having been made, Availability is less than zero.

"Participant": Is defined in Section 19.15, hereof.

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"**Payment Intangible**": Has the meaning given that term in the UCC and also refers to any general intangible under which the Account Debtor's primary obligation is a monetary obligation.

"Percentage Commitments": The Revolving Credit Commitment Percentage and/or the Last Out Revolving Commitment Percentage as applicable.

"Permitted Acquisition": An Acquisition complying with the following:

(A) Such Acquisition shall be of assets ancillary, incidental or necessary to the retail sale of apparel and related activities, or of 100% of the stock of a corporation whose assets consist substantially of such assets, or through the merger of such a corporation with a Loan Party (with a Loan Party as the surviving corporation), or with a Subsidiary of a Loan Party where, after giving effect to such merger, such corporation becomes a wholly-owned Subsidiary of a Loan Party;

(B) If such Acquisition includes the acquisition of assets by, or the merger of, a Loan Party, there shall have been no change in the identity of the president, chief financial officer or any executive vice president of such Loan Party as a consequence of such acquisition, or if there has been such a change, the Administrative Agent shall have consented in writing to such change in identity within thirty (30) days thereafter (which consent shall not be unreasonably withheld or delayed); and

(C) If a new Subsidiary is formed or acquired as a result of such Acquisition, such Subsidiary shall execute documentation, reasonably satisfactory in form and substance to the Administrative Agent, guarantying payment and performance of the Liabilities and granting a first lien, subject only to Permitted Encumbrances, in its assets in favor of the Collateral Agent, for the ratable benefit of the Lenders.

"**Permitted Asset Disposition**": A sale or other disposition of the assets of any Loan Party in the ordinary course, so long as the following conditions are satisfied:

(a) The sale, liquidation or other disposition of Inventory at any locations from which a Loan Party determines to cease the conduct of its business, (i) shall be on terms satisfactory to the Administrative Agent and (ii) notwithstanding the Administrative Agent's furnishing of any such consent, the Administrative Agent may, in the exercise of its reasonable discretion, impose Inventory Reserves as a result of the occurrence of any such sale, liquidation, or disposition;

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(b) The aggregate of all such sales or other dispositions of assets during the term of this Agreement shall not exceed five percent (5%) of the value of all assets of Casual Male as of the Closing Date;

(c) Each such sale or other disposition shall be for fair consideration in an arm's length transaction; and

(d) On the date on which any sale or other disposition of assets is consummated, no Default shall have occurred and be continuing or will occur as a result of such consummation.

#### "Permitted Encumbrances": The following:

#### (a) Encumbrances described on EXHIBIT 1.1 hereto.

(b) Encumbrances on properties to secure taxes, assessments and other government charges or claims for labor, material or supplies in respect of obligations not then overdue; deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations; Encumbrances on property hereafter acquired (either in connection with purchase money encumbrances, rental purchase agreements, including Capital Leases, or conditional sale or other title retention agreements), which are restricted to the property so acquired and do not secure Indebtedness exceeding the fair value (at the time of acquisition) thereof; Encumbrances of carriers, warehousemen, mechanics and materialmen, and other like Encumbrances in existence less than 90 days from the date of creation thereof in respect of obligations not overdue; and Encumbrances on properties consisting of easements, rights of way, zoning restrictions, restrictions on the use of real property and defects and irregularities in the title thereto, landlord's or lessor's Encumbrances under leases to which any Loan Party is a party, and other minor Encumbrances or encumbrances one of which interferes materially with the use of the property affected in the ordinary conduct of the business of the Loan Parties, which defects do not individually or in the aggregate have a materially adverse effect on the business of any Loan Party individually or of the Loan Parties as a whole or which are being actively contested in good faith by appropriate proceedings as to which the Loan Parties have established reasonable reserves, *it being understood, however*, that the filing of a tax lien which includes any Inventory or Accounts does not constitute a "Permitted Encumbrance", even if being so contested.

## "Permitted Indebtedness": The following Indebtedness:

(a) Indebtedness on account of the Credit Facilities.

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- (b) Indebtedness on account of the Subordinated Indebtedness, or Indebtedness on account of refinancing of the Subordinated Indebtedness, which Indebtedness is on similar terms as the existing Subordinated Indebtedness, is subordinate to the payment of the Liabilities upon terms acceptable to the Administrative Agent in its reasonable discretion, and is otherwise acceptable to the Administrative Agent in its reasonable discretion.
- (c) Indebtedness on account of the Convertible Notes, or Indebtedness on account of refinancing of the Convertible Notes, which Indebtedness is on similar terms as the Indenture, is subordinate to the payment of the Liabilities, and is otherwise acceptable to the Administrative Agent in its reasonable discretion.
- (d) Rochester Indebtedness
- (e) Capital Leases and purchase money Indebtedness secured by Permitted Encumbrances.
- (f) Indebtedness assumed in connection with Permitted Acquisitions pursuant to Section 4.21 (it being understood that the principal amount so assumed shall be deemed part of the purchase price of any such Permitted Acquisition) and any refinancing or replacement thereof on terms and conditions (including, without limitation, interest rate and providing that, in any event, the principal amount thereof shall not exceed that outstanding on the date of refinance or replacement) at least as favorable as those being refinanced or replaced.
- (g) Intercompany Indebtedness permitted under Section 4.22.
- (h) Indebtedness arising with respect to any Hedge Agreement.
- (i) Indebtedness arising from a guaranty by a Loan Party of the Indebtedness of a Borrower with respect to a Borrower's ordinary course trade payables.
- (j) Indebtedness on account of the Canton Lease.

# "Permitted Investments": Any or all of the following:

(a) marketable direct full faith and credit obligations of, or marketable obligations guaranteed by, the United States of America; <u>provided</u> that such securities, as a group, may not, on the date of determination, have a remaining weighted average maturity of more than five years;

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(b) marketable direct full faith and credit obligations of States of the United States or of political subdivisions or agencies; <u>provided</u> that such securities, as a group, may not, on the date of determination, have a remaining weighted average maturity of more than five years; and <u>provided</u>, <u>further</u>, that such obligations carry a rating of "A" or better by a Rating Service;

(c) certificates of deposit and bankers acceptances maturing within one year after the acquisition thereof issued by (i) Bank of America; or (ii) any commercial bank organized under the laws of the United States of America or of any political subdivision thereof the long term obligations of which are rated "A" or better by a Rating Service;

(d) Eurodollar certificates of deposit maturing within one year after the acquisition thereof issued by any commercial bank having combined capital, surplus and undivided profits of at least \$1 billion;

(e) tax-exempt bonds or notes which have a remaining maturity at the time of purchase of no more than five years issued by any State of the United States or the District of Columbia, or any political subdivision thereof; <u>provided</u>, that such obligations carry a rating of "A" or better by a Rating Service;

(f) the Term Note made payable by LP Innovations Acquisition Corp. to LP Innovations, Inc. dated as of April 25, 2006 in the original principal amount of \$2,200,000.00, which note is currently held by Canton PL liquidating Corp.; and

(g) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(h) fully collateralized repurchase agreements with a term of not more than thirty (30) days for securities described in clause (a) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (c) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(i) Investments, classified in accordance with GAAP as current assets of the Loan Parties, in any money market fund, mutual fund, or other investment companies that are registered under the Investment

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Company Act of 1940, as amended, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and which invest substantially in one or more of the types of securities described in clauses (a), (b), (c) or (g) above.

"Permitted Protective OverAdvance" Is defined in Section 15.3(a).

"Permitted Renurchase": The repurchase, repayment, redemption, or acquisition by the Borrowers of Casual Male's capital stock or the Convertible Notes, provided, that (i) as of the date of such repurchase, repayment, redemption, or acquisition, and immediately after giving effect thereto, there exists no Default; (ii) as of the date of such repurchase, repayment, redemption, or acquisition and immediately after giving effect thereto, the Total Facility Usage Ratio does not exceed 80% as determined by the Agent based upon the most recent Borrowing Base Certificate delivered to the Agent pursuant to Section 5.4 of the Loan Agreement; and (iii) the Borrowers' Representative has delivered to the Agent contemporaneously with the quarterly officers certificate delivered pursuant to Section 5.6 of the Loan Agreement pro forma financial projections on a monthly basis demonstrating immediately after giving effect to all repurchases, repayments, redemptions, or acquisitions, the Total Facility Usage Ratio would not exceed 80% as determined on a pro forma basis over the twelve (12) months next following the month during which the repurchase, repayment, redemption, or acquisition, occurs which projections are in form and substance satisfactory to the Agent and are based on reasonable projections of the financial performance of the Borrowers and are accompanied by a certificate of the Borrowers' Representative's Chief Executive Officer, President or Chief Financial Officer certifying that such projections are accurate and complete, provided, that at any time the actual repurchases, repayments, redemptions, or acquisitions, made during any Fiscal quarter exceed those projected to be made for such Fiscal quarter as set forth in the certificate described in clause (iii) hereof. Borrowers' Representatives shall promptly deliver to the Agent updated monthly pro forma financial projections demonstrating compliance with the requirements set forth in clause (iii) hereof based on the actual repurchases, repayments, redemptions, or acquisitions made together with a certificate of the Borrowers' Representative's Chief Executive Officer. President or Chief Financial Officer certifying the updated projections as accurate and complete.

"Person": Any natural person, and any corporation, limited liability company, trust, partnership, joint venture, or other enterprise or entity.

"**Post Foreclosure Asset**": All or any part of the Collateral, ownership of which is acquired by the Collateral Agent or a Nominee on account of the "bidding in" at a disposition as part of a Liquidation or by reason of a "deed in lieu" type of transaction.

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"Proceeds": Includes, without limitation, "Proceeds" as defined in the UCC and each type of property described in Section 8.1 hereof.

"Pro-Rata": A proportional distribution based upon a Lender's percentage claim to the overall aggregate amount being distributed.

"**Protective OverAdvances**": Revolving Credit Loans which are OverLoans, but as to which each of the following conditions is satisfied: (a) the Revolving Credit Commitments are not exceeded; (b) when aggregated with all other Protective OverAdvances, such Revolving Credit Loans do not aggregate more than 5% of the aggregate of the Borrowing Base; and (c) such Revolving Credit Loans are made or undertaken in the Agents' discretion to protect and preserve the interests of the Lenders.

"RBT": Collectively Casual Male RBT, LLC and Casual Male RBT (U.K.), LLC.

"Receipts": All cash, cash equivalents, money, checks, credit card slips, receipts and other Proceeds from any sale of the Collateral.

"Register": Is defined in Section 16.2(c).

"Requirements of Law": As to any Person:

- (a) Applicable Law.
- (b) That Person' s organizational documents.
- (c) That Person's by-laws and/or other instruments which deal with corporate or similar governance, as applicable.

"Reserve Percentage": The decimal equivalent of that rate applicable to any Lender under regulations issued from time to time by the Board of Governors of the Federal Reserve System for determining the maximum reserve requirement of Lender with respect to "Eurocurrency liabilities" as defined in such regulations. The Reserve Percentage applicable to a particular Libor Loan shall be based upon that in effect during the subject Interest Period, with changes in the Reserve Percentage which take effect during such Interest Period to take effect (and to consequently change any interest rate determined with reference to the Reserve Percentage) if and when such change is applicable to such loans.

"Reserves": The following: Availability Reserves and Inventory Reserves.

"**Retail**": As reflected in a Loan Party's stock ledger, being the current ticket price aggregated by SKU, except that to the extent that Eligible Inventory is not reflected in the stock ledger, in which case "Retail" shall be determined as tracked on such non stock ledger inventory systems of a Loan Party which are deemed adequate for such purpose by the Administrative Agent in the exercise of the Administrative Agent's discretion.

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"**Revolving Credit Commitments**": The aggregate of each Revolving Credit Lender's Revolving Credit Dollar Commitment which as of the Closing Date is \$100,000,000.00.

"**Revolving Credit Dollar Commitment**": As to each Revolving Credit Lender, the amount set forth on **EXHIBIT 2.25**, annexed hereto (as such amounts may change in accordance with the provisions of this Agreement).

"**Revolving Credit Fees**": The Revolving Credit Unused Line Fee, Commitment Fee, fees for L/C's which are specifically for the account of the Revolving Credit Lenders and all other fees (such as a fee (if any) on account of the execution of an amendment of a Loan Document) payable by any Borrower in respect of the Revolving Credit Loans other than any amount payable to an Agent as reimbursement for any cost or expense incurred by that Agent on account of the discharge of that Agent's duties under the Loan Documents.

"**Revolving Credit Lenders**": Each Revolving Credit Lender to which reference is made in the Preamble and any other Person who becomes a "Revolving Credit Lender" in accordance with the provisions of this Agreement.

"Revolving Credit Loans": Loans made by the Revolving Credit Lenders under the Credit Facilities.

"Revolving Credit Note": Is defined in Section 2.11.

"**Revolving Credit Obligations**": The aggregate of the Borrowers' liabilities, obligations, and indebtedness of any character on account of or in respect of the Revolving Credit Loans under the Credit Facilities.

"**Revolving Credit Percentage Commitment**": As to each Revolving Credit Lender, the amount set forth on **EXHIBIT 2.25**, annexed hereto (as such amounts may change in accordance with the provisions of this Agreement).

"Revolving Credit Unused Line Fee": Is defined in Section 2.18

"**Rochester Acquisition**": The acquisition by Casual Male and certain of its Affiliates of substantially all of the assets of Rochester Big and Tall in accordance with the terms of the Rochester Acquisition Agreement.

"**Rochester Acquisition Agreement**": The Asset Purchase Agreement dated as of August 18,2004 among Rochester Big and Tall and certain of its Affiliates and Casual Male and certain of its Affiliates, as amended from time to time with the consent of the Agent.

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"Rochester Big and Tall": Rochester Big and Tall Clothing, Inc.

"Rochester Indebtedness": Indebtedness under Section 2.5.3 of the Rochester Acquisition Agreement.

"SEC": The Securities and Exchange Commission.

"Secured Parties": Collectively and each individually, the Lenders, the Agent, and Issuer.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto

"Stated Amount": The maximum amount for which an L/C may be honored.

"Store": Each location at which a Loan Party regularly offers Inventory for sale to the public.

"Subordinated Indebtedness": Includes (i) the Indebtedness evidenced by the 5% Subordinated Note; and (ii) the Indebtedness evidenced by the Convertible Notes.

"**Subordination Agreements**": The several Subordinated Agreements between the holders of the 5% Subordinated Note, on the one hand, and Fleet Retail Group, Inc, and the Borrowers, on the other hand, each dated as of May 14, 2002.

"Subsidiary": With respect to any Person, any corporation, partnership or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

"SuperMajority Lenders": Lenders (other than Delinquent Lenders) holding 66 <sup>2</sup>/3% or more of the Total Commitments (other than Loan Commitments held by a Delinquent Lender).

"SuperMajority Revolving Credit Lenders": Revolving Credit Lenders (other than Delinquent Lenders) holding 66-2/3% or more of the Revolving Credit Commitments (other than such Loan Commitments held by a Delinquent Lender).

"Supporting Obligation": Has the meaning given that term in UCC and also refers to a Letter-of-Credit Right or secondary obligation which supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

"SwingLine": The facility pursuant to which the SwingLine Lender may advance Revolving Credit Loans aggregating up to the SwingLine Loan Ceiling.

"SwingLine Lender": Bank of America, N.A.

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"SwingLine Loan Ceiling": \$15,000,000.

"SwingLine Loans": Defined in Section 2.9.

"**Termination Date**": The earliest of (a) the Maturity Date; or (b) the Administrative Agent's notice to the Borrowers' Representative setting the Termination Date on account of the occurrence of any Event of Default; or (c) a date, irrevocable written notice of which is provided by the Borrowers' Representative to the Administrative Agent, which is at least ninety (90) days after the date of such written notice.

"Total Commitments": means the aggregate of the Last Out Commitments and the Revolving Credit Commitments.

"**Total Facility Usage**": At any time, the sum of the Revolving Credit Loans outstanding, the SwingLine Loans outstanding, the aggregate undrawn Stated Amount of all then outstanding L/Cs and the Last Out Revolving Loans outstanding.

"**Total Facility Usage Ratio**": The ratio, expressed as a percentage, of (a) at any time when any Last Out Revolving Loans are outstanding, (i) the Total Facility Usage at such time, to (ii) the lesser of (A) the Total Commitments at such time, or (B) the Last Out Borrowing Base at such time and (b) at all other times, (i) the Total Revolving Facility Usage at such time, to (ii) the lesser of (A) the Revolving Loan Commitments at such time or (B) the Borrowing Base at such time.

"**Total Revolving Facility Usage**": At any time, the sum of the Revolving Credit Loans outstanding, the aggregate undrawn Stated Amount of all then outstanding L/Cs and the SwingLine Loans outstanding.

"**Transfer**": Wire transfer pursuant to the wire transfer system maintained by the Board of Governors of the Federal Reserve Board, or as otherwise may be agreed to from time to time by the Administrative Agent making such Transfer and the subject Revolving Credit Lender. Wire instructions may be changed in the same manner that Notice Addresses may be changed (Section 17.1), except that no change of the wire instructions for Transfers to any Revolving Credit Lender shall be effective without the consent of the Administrative Agent.

"Type": As to any Loan, its nature as a Base Rate Loan or a LIBOR Rate Loan.

"UCC": The Uniform Commercial Code as in effect from time to time in Massachusetts.

"Unanimous Consent": Consent of Lenders (other than Delinquent Lenders) holding 100% of the Total Commitments (other than Loan Commitments held by a Delinquent Lender).

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"Unused Line Fee": Is defined in Section 2.18.

### **ARTICLE 2 - COMMITMENTS AND CREDIT EXTENSIONS:**

#### 2.1. ESTABLISHMENT OF CREDIT FACILITIES.

(a) The Lenders hereby establish the revolving line of credit and the last out revolving credit facility (collectively, the "**Credit Facilities**") in the Borrowers' favor pursuant to which each Lender, subject to, and in accordance with, this Agreement, acting through the Administrative Agent, shall make loans and advances and otherwise provide financial accommodations to and for the account of the Borrowers as provided herein.

(b) Loans, advances, and financial accommodations under the Credit Facilities shall be subject to Availability and Last Out Availability, as applicable. The Borrowing Base, Last Out Borrowing Base, Availability and Last Out Availability shall be determined by the Administrative Agent by reference to Borrowing Base Certificates furnished as provided in Section 5.4, below, and shall be subject to the following:

(i) Such determination shall take into account such Reserves as the Administrative Agent may determine as being applicable thereto.

(ii) The Cost of Eligible Inventory will be calculated in a manner consistent with current tracking practices, based on stock ledger inventory at Cost.

(c) The commitment of each Lender to provide such loans, advances, and financial accommodations is subject to Section 2.25.

(d) The proceeds of borrowings under the Credit Facilities shall be used solely as follows:

(i) For the Borrowers' working capital needs and general corporate purposes.

(ii) For advances by the Borrowers to Guarantors to finance the purchases by Guarantors of Inventory pursuant to the Inventory Purchase Agreement and to permit such Guarantors to pay ordinary course operating expenses (including, without limitation, rent, utilities and taxes).

(iii) For Capital Expenditures to the extent permitted by this Agreement.

(iv) For Permitted Repurchases in accordance with the terms and conditions of this Agreement.

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## 2.2. ADVANCES IN EXCESS OF BORROWING BASE (OVERLOANS).

(a) No Revolving Credit Lender has any obligation to make any loan or advance, or otherwise to provide any credit to or for the benefit of the Borrowers where the result of such loan, advance, or credit is an OverLoan.

(b) The Revolving Credit Lenders' obligations, among themselves, are subject to Section 12.3(a) (which relates to each Revolving Credit Lender's making amounts available to the Administrative Agent) and to Section 15.3(a) (which relates to Protective OverAdvances).

(c) The Revolving Credit Lenders' providing of an OverLoan on any one occasion does not affect the obligations of each Borrower hereunder (including each Borrower's obligation to immediately repay any amount which otherwise constitutes an OverLoan) nor obligate the Revolving Credit Lenders to do so on any other occasion.

# 2.3. INITIAL RESERVES. CHANGES TO RESERVES.

(a) At the execution of this Agreement, the only Reserves are as reflected on the Borrowing Base Certificate, a specimen of which is annexed hereto as **EXHIBIT 5.4**.

(b) The Administrative Agent shall provide not less than seven (7) days prior notice to the Borrowers' Representative of the establishment of any Reserve (other than those established at the execution of this Agreement) *except that* the following may be undertaken without such prior notice:

(i) a change to the amount of a then existing Reserve (as distinguished from a change by which such Reserve is measured or determined), which change reflects the Administrative Agent's reasonable determination of changed circumstances (e.g. the amount of the Reserve for Customer Credit Liability will change based on the aggregate of Customer Credit Liability at any one time); and

(ii) the creation of, or a change to an existing, Reserve on account of circumstances which the Administrative Agent determines as having a material adverse change on the maintenance of loan to collateral values.

**2.4. RISKS OF VALUE OF COLLATERAL.** The Administrative Agent's reference to a given asset in connection with the making of loans, credits, and advances and the providing of financial accommodations under the Credit Facilities and/or the monitoring of compliance with the provisions hereof shall not be deemed a determination by the Administrative Agent or any Lender relative to the actual value of the asset in question. All risks concerning the value of the Collateral are and remain upon the Borrowers. All Collateral secures the prompt, punctual, and faithful performance of the Liabilities whether or not relied upon by the Administrative Agent in connection with the making of loans, credits, and advances and the providing of financial accommodations under the Credit Facilities.

**2.5. COMMITMENT TO MAKE REVOLVING CREDIT LOANS AND SUPPORT LETTERS OF CREDIT.** Subject to the provisions of this Agreement, the Revolving Credit Lenders shall make a loan or advance under the Credit Facilities and the Administrative Agent shall cause L/C' s to be issued for the account of the Borrowers' Representative, in each instance if duly and timely requested by the Borrowers' Representative as provided herein *provided that:* 

(a) No OverLoan is then outstanding and none will result therefrom.

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(b) No Default has occurred and is continuing or will occur as a result of the borrowing of such loan or advance or the issuance of such L/C.

(c) Notwithstanding the foregoing, (a) the Borrowers shall not request, and the Revolving Credit Lenders shall not advance, any Revolving Credit Loans (other than (x) SwingLine Loans and (y) Revolving Credit Loans used to reimburse a draw on a Letter of Credit) at any time when (i) the Excess Availability Ratio is less than 50% and (ii) there exists any Last Out Availability and (b) at any time when any Last Out Revolving Loans are outstanding, the Borrowers shall not request, and the Revolving Credit Lenders shall not advance, any additional Revolving Credit Loans unless the Last Out Availability equals zero.

# 2.6. COMMITMENT TO MAKE LAST OUT REVOLVING LOANS.

Subject to the terms and conditions set forth in this Agreement, each of the Last Out Revolving Lenders agrees to lend to the Borrowers and the Borrowers may borrow, repay (subject to Section 2.13), and reborrow such Last Out Revolving Loans up to a maximum aggregate amount outstanding (after giving effect to all amounts requested) at any one time equal to such Last Out Revolving Lender's Last Out Revolving Credit Dollar Commitment, provided that (in each case, after giving effect to all amounts requested) (a) the Last Out Availability shall not be less than zero, and (b) the Aggregate Availability shall not be less than zero.

(a) The Borrowers shall borrow Last Out Revolving Loans in an amount equal to the Last Out Availability at any time when (a) the Excess Availability Ratio is less than 50% and (b) there exists any Last Out Availability, prior to any additional borrowings of Revolving Credit Loans, SwingLine Loans or the issuance or amendment of an L/C. If at any time when Last Out Revolving Loans are outstanding and Last Out Availability is great than zero, the Borrowers shall borrow additional Last Out Revolving Loans in an amount required so that the Last Out Availability equals zero.

(b) The Last Out Revolving Loans shall be made pro rata in accordance with each Last Out Revolving Lender's Last Out Revolving Commitment Percentage.

### 2.7. LOAN REQUESTS.

(a) Requests for loans and advances under this Agreement or for the continuance or conversion of an interest rate applicable to a Loan may be requested by the Borrowers' Representative in such manner as may from time to time be reasonably acceptable to the Administrative Agent.

(b) Subject to the provisions of this Agreement, the Borrowers' Representative may request a Loan and elect an interest rate and Interest Period to be applicable to that Loan by giving notice to the Administrative Agent by no later than the following:

(i) If such Loan is to be or is to be converted to a Base Margin Loan: By 1:00 PM on the Business Day prior to the Business Day on which the subject Revolving Credit Loan is to be made or is to be so converted. Base Margin Loans requested by the Borrowers' Representative, other than those resulting from the conversion of a Libor Loan, shall not be less than \$100,000.00.

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(ii) If such Loan is to be, or is to be continued as, or converted to, a Libor Loan: By 1:00 PM three (3) Libor Business Days before the commencement of any new Interest Period or the end of the then applicable Interest Period. Libor Loans and conversions to Libor Loans shall each be not less than \$1,000,000.00 and in increments of \$100,000.00 in excess of such minimum.

(iii) Any Libor Loan which matures while a Default has occurred and is continuing shall be converted, at the option of the Administrative Agent, to a Base Margin Loan notwithstanding any notice from the Borrowers' Representative that such Loan is to be continued as a Libor Loan.

(c) Any request for a Loan or for the continuance or conversion of an interest rate applicable to a Loan which is made after the applicable deadline therefore, as set forth above, shall be deemed to have been made at the opening of business on the then next Business Day or Libor Business Day, as applicable. Each request for a Loan or for the conversion of a Loan shall be made in such manner as may from time to time be acceptable to the Administrative Agent.

(d) The Borrowers' Representative may request that the Administrative Agent cause the issuance by the Issuer of L/C' s for the account of a Borrower as provided in Section 2.20.

(e) The Administrative Agent may rely on any request for a loan or advance, or other financial accommodation under the Agreement which the Administrative Agent, in good faith, believes to have been made by a Person duly authorized to act on behalf of the Borrowers' Representative and may decline to make any such requested loan or advance, or issuance, or to provide any such financial accommodation pending the Administrative Agent's being furnished with such documentation concerning that Person's authority to act as reasonably may be satisfactory to the Administrative Agent.

(f) A request by the Borrowers' Representative for a loan or advance, or other financial accommodation under this Agreement shall be irrevocable and shall constitute certification by each Borrower that as of the date of such request, each of the following is true and correct:

(i) There has been no material adverse change in the Loan Parties' financial condition (taken as a whole) from the most recent financial information furnished Administrative Agent or any Lender pursuant to this Agreement.

(ii) Each representation, not relating to a specific date, which is made herein or in any of the Loan Documents is then true and correct in all material respects as of and as if made on the date of such request (except (A) to the extent of changes resulting from transactions contemplated or permitted by this Agreement or the other Loan Documents and changes occurring in the ordinary course of business which singly or in the aggregate are not materially adverse and (B) to the extent that such representations and warranties expressly relate to a then earlier date).

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(iii) Unless accompanied by the Certificate of the Borrowers' Representative's Chief Executive Officer, President, or Chief Financial Officer describing (in reasonable detail) the facts and circumstances thereof and the steps (if any) being taken to remedy such condition, no Default has occurred and is continuing.

(g) If, at any time or from time to time, a Default shall occur:

(i) The Administrative Agent may suspend the Borrowers right to request Loans, SwingLine Loans, or L/Cs immediately, in which event, neither the Administrative Agent nor any Lender shall be obligated during such suspension, to make any loan or advance, or to provide any financial accommodation hereunder or to seek the issuance of any L/C.

(ii) The Administrative Agent may suspend the right of the Borrowers' Representative to request any Libor Loan or to convert any Base Margin Loan to a Libor Loan.

## 2.8. MAKING OF LOANS.

(a) A loan or advance under this Agreement shall be made by the transfer of the proceeds of such loan or advance to the Operating Account or as otherwise instructed by the Borrowers' Representative.

(b) A loan or advance shall be deemed to have been made under this Agreement (and the Borrowers shall be indebted to the Administrative Agent and the Lenders for the amount thereof immediately) at the following:

(i) The Administrative Agent's initiation of the transfer of the proceeds of such loan or advance in accordance with the Borrowers' Representative's instructions (if such loan or advance is of funds requested by the Borrowers' Representative).

(ii) The charging of the amount of such loan to the Loan Account (in all other circumstances).

(c) There shall not be any recourse to or liability of any Agent or any Lender on account of:

(i) Any delay, beyond the reasonable control of the Agents and the Lenders, in the making of any loan or advance requested under this Agreement.

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(ii) Any delay, beyond the reasonable control of the Agents and the Lenders, by any bank or other depository institution in treating the proceeds of any such loan or advance as collected funds.

(iii) Any delay in the receipt, and/or any loss, of funds which constitute a loan or advance under this Agreement, the wire transfer of which was properly initiated by the Administrative Agent in accordance with wire instructions provided to the Administrative Agent by the Borrowers' Representative.

### 2.9. SWINGLINE LOANS.

(a) For ease of administration, Base Margin Loans may be made by the SwingLine Lender (in the aggregate, the "SwingLine Loans") in accordance with the procedures set forth in this Agreement for the making of loans and advances under the Credit Facilities. The unpaid principal balance of the SwingLine Loans shall not at any one time be in excess of the SwingLine Loan Ceiling.

(b) The aggregate unpaid principal balance of SwingLine Loans shall bear interest at the rate applicable to Base Margin Loans and shall be repayable as a Revolving Credit Loan.

(c) The Borrowers' obligation to repay SwingLine Loans shall be evidenced by a Note in the form of **EXHIBIT 2.9**, annexed hereto, executed by the Borrowers, and payable to the SwingLine Lender. Neither the original nor a copy of that Note shall be required, *however*, to establish or prove any Liability. The Borrowers shall execute a replacement of any SwingLine Note which has been lost, mutilated, or destroyed thereof and deliver such replacement to the SwingLine Lender.

(d) For all purposes of this Loan Agreement, the SwingLine Loans and the Borrowers' obligations to the SwingLine Lender constitute Revolving Credit Loans and are secured as "Liabilities".

(e) SwingLine Loans may be subject to periodic settlement with the Revolving Credit Lenders as provided in this Agreement.

## 2.10. THE LOAN ACCOUNT.

(a) An account ("Loan Account") shall be opened on the books of the Administrative Agent in which a record shall be kept of all loans and advances made under the Credit Facilities.

(b) The Administrative Agent shall also keep a record (either in the Loan Account or elsewhere, as the Administrative Agent may from time to time elect) of all interest, fees, service charges, costs, expenses, and other debits owed to the Administrative Agent and each Lender on account of the Liabilities and of all credits against such amounts so owed.

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(c) All credits against the Liabilities shall be conditional upon final payment to the Administrative Agent for the account of each Lender of the items giving rise to such credits. The amount of any item credited against the Liabilities which is charged back against the Administrative Agent or any Lender for any reason or is not so paid shall be a Liability and, if arising under the Credit Facilities, shall be added to the Loan Account, whether or not the item so charged back or not so paid is returned.

(d) Except as otherwise provided herein, all fees, service charges, costs, and expenses for which any Borrower is obligated hereunder are payable on demand. In the determination of Availability or Aggregate Availability, the Administrative Agent may deem fees, service charges, accrued interest, and other payments which will be due and payable between the date of such determination and the first day of the then next succeeding month as having been advanced under the Credit Facilities whether or not such amounts are then due and payable.

(e) The Administrative Agent, without the request of the Borrowers' Representative, may advance under the Credit Facilities any interest, fee, service charge, or other payment to which any Agent or any Lender is entitled from any Borrower pursuant hereto and may charge the same to the Loan Account notwithstanding that an OverLoan may result thereby. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and each Borrower's obligations under Section 2.13(b). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.10(e) shall bear interest at the interest rate then and thereafter applicable to Base Margin Loans.

(f) In the absence of manifest error, a statement rendered by the Administrative Agent or any Lender to the Borrowers' Representative concerning the Liabilities shall be considered correct and accepted by each Borrower and shall be conclusively binding upon each Borrower unless the Borrowers' Representative provides the Administrative Agent with written objection thereto within thirty (30) days from the mailing of such statement, which written objection shall indicate, with particularity, the reason for such objection. In the absence of manifest error, the Loan Account and the Administrative Agent's books and records concerning the loan arrangement contemplated herein and the Liabilities shall be prima facie evidence and proof of the items described therein.

**2.11. THE REVOLVING CREDIT NOTES.** The Borrowers' obligation to repay Revolving Credit Loans with interest as provided herein, shall be evidenced by notes (each, a "**Revolving Credit Note**") in the form of **EXHIBIT 2.11**, annexed hereto, executed by each Borrower, one payable to each Revolving Credit Lender. Neither the original nor a copy of any Revolving Credit Note shall be required, *however*, to establish or prove any Liability. Upon the Borrowers' Representative's being provided with an affidavit, from the Administrative Agent to the effect that any Revolving Credit Note has been lost, mutilated, or destroyed, the Borrowers shall execute a replacement thereof and deliver such replacement to the Administrative Agent.

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**2.12. THE LAST OUT REVOLVING NOTES.** The Borrowers' obligation to repay the Last Out Revolving Loans, with interest as provided herein, shall be evidenced by notes (each, a "**Last Out Revolving Note**") in the form of **EXHIBIT 2.12**, annexed hereto, executed by each Borrower, one payable to each Last Out Revolving Lender. Neither the original nor a copy of any Last Out Revolving Note shall be required, *however*, to establish or prove any Liability. Upon the Borrowers' Representative's being provided with an affidavit, from the Administrative Agent to the effect that any Last Out Revolving Note has been lost, mutilated, or destroyed, the Borrowers shall execute a replacement thereof and deliver such replacement to the Administrative Agent.

## 2.13. PAYMENT OF THE LOAN ACCOUNT.

(a) The Borrowers *may* repay all or any portion of the principal balance of the Loan Account from time to time until the Termination Date. Unless the Borrowers' Representative otherwise advises the Administrative Agent, such payments shall be applied first to Base Margin Loans and only then to Libor Loans.

(b) The Borrowers, without notice or demand from the Administrative Agent or any Lender, *shall* pay the Administrative Agent that amount, from time to time, which is necessary so that there is no OverLoan outstanding.

(c) The Borrowers *shall* repay the then entire unpaid balance of the Loan Account and all other Liabilities on the Termination Date.

(d) The Administrative Agent shall endeavor to cause the application of payments (if any), pursuant to Sections 2.13(a) and 2.13(b) against Libor Loans then outstanding in such manner as results in the least cost to the Borrowers, but shall not have any affirmative obligation to do so nor liability on account of the Administrative Agent's failure to have done so. In no event shall action or inaction taken by the Administrative Agent excuse any Borrower from any indemnification obligation under Section 2.13(e).

(e) The Borrowers shall indemnify the Administrative Agent and each Lender and hold the Administrative Agent and each Lender harmless from and against any loss, cost or expense (including loss of anticipated profits and amounts payable by the Administrative Agent or such Lender on account of "breakage fees" (so-called)) which the Administrative Agent or such Lender may sustain or incur (including, without limitation, by virtue of acceleration after the occurrence of any Event of Default) as a consequence of the following:

(i) Default by any Borrower in payment of the principal amount of or any interest on any Libor Loan as and when due and payable, including any such loss or expense arising from interest or fees payable by such Lender in order to maintain its Libor Loans.

(ii) Default by any Borrower in making a borrowing or conversion after the Borrowers' Representative has given (or is deemed to have given) a request for a Loan or a request to convert a Loan from one applicable interest rate to another.

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(iii) The making of any payment on a Libor Loan or the making of any conversion of any such Loan to a Base Margin Loan on a day that is not the last day of the applicable Interest Period with respect thereto.

## 2.14. INTEREST ON LOANS.

(a) Each Loan shall bear interest at the Base Margin Rate unless timely notice is given (as provided in Section 2.7) that the subject Loan (or a portion thereof) is, or is to be converted to, a Libor Loan.

(b) Each Loan which consists of a Libor Loan shall bear interest at the applicable Libor Rate.

(c) Subject to, and in accordance with, the provisions of this Agreement, the Borrowers' Representative may cause all or a part of the unpaid principal balance of the Loan Account to bear interest at the Base Margin Rate or the Libor Rate as specified from time to time by notice to the Administrative Agent. For ease of reference and administration, each part of the Loan Account which bears interest at the same interest and for the same Interest Period is referred to herein as if it were a separate "Loan".

(d) The Borrowers' Representative shall not select, renew, or convert any interest rate for a Loan such that, in addition to interest at the Base Margin Rate, there are more than seven (7) Libor Rates applicable to the Loans at any one time, <u>provided</u>, that no more than two (2) Libor Rate Loans having an Interest Period of less than one (1) month may be selected by the Borrowers' Representative in any thirty day period.

(e) The Borrowers shall pay accrued and unpaid interest on each Loan in arrears as follows:

(i) On the applicable Interest Payment Date for that Loan.

(ii) On the Termination Date and on the End Date.

(iii) Following the occurrence of any Event of Default, with such frequency as may be determined by the Administrative Agent.

(f) Following the occurrence of any Event of Default (and whether or not the Administrative Agent exercises the Administrative Agent's rights on account thereof), all Loans shall bear interest, at the option of the Administrative Agent or at the instruction of the SuperMajority Lenders, at a rate which is the aggregate of the rate applicable to Base Margin Loans *plus* three percent (3%) per annum.

### 2.15. ARRANGEMENT FEE.

In consideration of the Agent and Bank of America Securities LLC ("**BAS**") having arranged the Credit Facilities for the Borrowers, there has been earned by BAS and the Borrowers shall pay the "Arrangement Fee" to BAS in the amount and payable as provided in the Fee Letter.

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**2.16. FEE.** In consideration of the commitment to make loans and advances to the Borrowers under this Agreement, and to maintain sufficient funds available for such purpose, there has been earned by the Lenders and the Borrowers shall pay the "**Commitment Fee**" (so referred to herein) to the Administrative Agent on behalf of the Lenders in the amount and as payable as provided in the Fee Letter.

**2.17. ADMINISTRATIVE AGENT' S FEE.** In addition to any other fee or expense to be paid by the Borrowers on account of the Credit Facilities, the Borrowers shall pay the Administrative Agent the "Administrative Agent' s Fee" at the times and in the amounts as set forth in the Fee Letter.

**2.18.** UNUSED LINE FEE. In addition to any other fee to be paid by the Borrowers on account of the Credit Facilities, the Borrowers shall pay the Administrative Agent (i) the "**Revolving Credit Unused Line Fee**" (so referred to herein) of 0.25% per annum of the average difference, during the quarter just ended (or relevant period with respect to the payment being made on the Termination Date) between the Revolving Credit Commitments and the aggregate of the unpaid principal balance of the Revolving Credit Loans and the undrawn Stated Amount of L/C's outstanding during the relevant period; and (ii) the "**Last Out Unused Line Fee**" (so referred to herein) of 0.375% per annum of the average difference, during the quarter just ended (or relevant period with respect to the payment being made on the Termination Date) between the Last Out Credit Commitments and the aggregate of the unpaid principal balance of the Last Out Revolving Loans outstanding during the relevant period (the Revolving Credit Unused Line Fee and the Last Out Unused Line Fee shall be collectively referred to herein as the "**Unused Line Fee**"). The Unused Line Fee shall be paid in arrears, on the first day of each quarter after the execution of this Agreement and on the Termination Date.

### 2.19. AGENTS' AND LENDERS' DISCRETION.

(a) Each reference in the Loan Documents to the exercise of discretion, reasonable discretion, or the like by any Agent or any Lender shall be to such Person's reasonable exercise of its judgment, in good faith (which shall be rebuttably presumed), based upon such Person's consideration of any such factors as that Agent or that Lender, taking into account information of which that Person then has actual knowledge, reasonably believes:

(i) Will or reasonably could be expected to affect, in more than a *de minimis* manner, the value of the Collateral, the enforceability of the Collateral Agent's Collateral Interests therein, or the amount which the Collateral Agent would likely realize therefrom (taking into account delays which may possibly be encountered in the Collateral Agent's realizing upon the Collateral and likely Costs of Collection).

(ii) Indicates that any report or financial information delivered to any Agent or any Lender by or on behalf of any Loan Party is incomplete, inaccurate, or misleading in any material manner or was not prepared in accordance with the requirements of this Agreement.

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(iii) That a Default has occurred and is continuing.

(b) In the exercise of such judgment, each Agent or each Lender reasonably also may take into account any of the following factors:

(i) Those included in, or tested by, the definitions of "Eligible Accounts" and "Eligible Inventory".

(ii) The current financial and business climate of the industry in which each Loan Party competes (having regard for that Loan Party's position in that industry).

(iii) General macroeconomic conditions which have a material effect on the Loan Parties' cost structure.

(iv) Material changes in or to the mix of the Borrowers' Inventory.

(v) Seasonality with respect to the Borrowers' Inventory and patterns of retail sales.

(vi) Such other factors as each Agent and each Lender reasonably determine as having a material bearing on credit risks associated with the providing of loans and financial accommodations to the Borrowers.

(c) The burden of establishing the failure of any Agent or any Lender to have acted in a reasonable manner in such Person's exercise of such discretion shall be the Loan Parties' and may be made only by clear and convincing evidence.

#### 2.20. PROCEDURES FOR ISSUANCE OF L/C' S.

(a) The Borrowers' Representative may request that the Administrative Agent cause the issuance by the Issuer of L/C's for the account of a Borrower. Each such request shall be in such manner as may from time to time be reasonably acceptable to the Administrative Agent.

(b) The Administrative Agent will endeavor to cause the issuance of any L/C so requested by the Borrowers' Representative, *provided that*, at the time that the request is made, the Credit Facilities have not been suspended as provided in Section 2.7(g) and if so issued:

(i) The aggregate Stated Amount of all L/C's then outstanding, does not exceed \$20,000,000.

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(ii) The expiry of the L/C is not later than the earlier of thirty (30) days prior to the Maturity Date or the following:

(A) Standby' s: One (1) year from initial issuance.

(B) Documentaries: one hundred (100) days from issuance.

(iii) If the expiry of an L/C is later than the Maturity Date, it is 103% cash collateralized at its issuance.

(iv) An OverLoan will not result from the issuance of the subject L/C.

(c) Each Borrower shall execute such documentation to apply for and support the issuance of an L/C as may be required by the Issuer.

(d) There shall not be any recourse to, nor liability of, any Agent or any Lender on account of

(i) Any delay or refusal by an Issuer to issue an L/C;

(ii) Any action or inaction of an Issuer on account of or in respect to, any L/C except where there is a specific finding in a judicial proceeding (in which the Administrative Agent has had an opportunity to be heard), from which finding no further appeal is available, that the subject action or omission to act had been in actual bad faith or grossly negligent or constituted willful misconduct.

(e) The Borrowers shall reimburse the Issuer for the amount of any honoring of a drawing under an L/C on the same day on which such honoring takes place. The Administrative Agent, without the request of any Borrower, may make the Revolving Credit Loans (and charge to the Loan Account) the amount of any honoring of any L/C and other amount for which any Borrower, the Issuer, or the Revolving Credit Lenders become obligated on account of, or in respect to, any L/C. Such advance shall be made whether or not any Default has occurred and is continuing or such advance would result in an OverLoan. Such action shall not constitute a waiver of the Administrative Agent's rights under Section 2.13(b) hereof.

## 2.21. FEES FOR L/C' S.

(a) The Borrowers shall pay to the Administrative Agent the following per annum fees on account of L/C's, the issuance of which had been procured by the Administrative Agent monthly in arrears, and on the Termination Date and on the End Date based on the weighted average Stated Amount of L/C's outstanding during the period in respect of which such fee is being paid *except that*, following the occurrence and during the continuance of any Event of Default (and whether or not the Administrative Agent exercises the Administrative Agent's rights on account thereof), such fees, at the option of the Administrative Agent or the direction of the SuperMajority Revolving Credit Lenders, shall be the respective aggregate of those set forth below *plus* three percent (3%) per annum.

(i) Documentaries: The Libor Margin then in effect minus 50 basis points.

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(ii) Standbys: The Libor Margin then in effect.

(b) In addition to the fee to be paid as provided in Subsection 2.21(a) above, the Borrowers shall pay to the Administrative Agent (or to the Issuer, if so requested by Administrative Agent), on demand, all customary issuance, processing, negotiation, amendment, and administrative fees and other amounts charged by the Issuer on account of, or in respect to, any L/C.

(c) If any change in Applicable Law shall either:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirements against letters of credit heretofore or hereafter issued by any Issuer or with respect to which any Revolving Credit Lender or any Issuer has an obligation to lend to fund drawings under any L/C; or

(ii) impose on any Issuer any other condition or requirements relating to any such letters of credit;

and the result of any event referred to in Section 2.21(c)(i) or 2.21(c)(ii), above, shall be to increase the cost to any Revolving Credit Lender or to any Issuer of issuing or maintaining any L/C (which increase in cost shall be the result of such Issuer's reasonable allocation among that Revolving Credit Lender's or Issuer's letter of credit customers of the aggregate of such cost increases resulting from such events), then, upon demand by the Administrative Agent and delivery by the Administrative Agent to the Borrowers' Representative of a certificate of an officer of the subject Revolving Credit Lender or the subject Issuer describing such change in law, executive order, regulation, directive, or interpretation thereof, its effect on such Revolving Credit Lender or such Issuer, and the basis for determining such increased costs and their allocation, the Borrowers shall immediately pay to the Administrative Agent, from time to time as specified by the Administrative Agent, such amounts as shall be sufficient to compensate the subject Revolving Credit Lender or the subject Issuer for such increased cost. In the absence of manifest error, any Revolving Credit Lender's or any Issuer's determination of costs incurred under Sections 2.21(c)(i) or 2.21(c)(ii), above, and the allocation, if any, of such costs among the Borrowers and other letter of credit customers of such Revolving Credit Lender or such Issuer, if done in good faith and made on an equitable basis and in accordance with such officer's certificate, shall be conclusive and binding on the Borrowers.

### 2.22. CONCERNING L/CS.

(a) None of the Issuer, the Issuer's correspondents, any Lender, any Agent, or any advising, negotiating, or paying bank with respect to any L/C shall be responsible in any way for:

(i) The performance by any beneficiary under any L/C of that beneficiary's obligations to any Borrower.

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(ii) The form, sufficiency, correctness, genuineness, authority of any person signing; falsification; or the legal effect of; any documents called for under any L/C if (with respect to the foregoing) such documents on their face appear to be in order.

(b) The Issuer may honor, as complying with the terms of any L/C and of any drawing thereunder, any drafts or other documents otherwise in order, but signed or issued by an administrator, executor, conservator, trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, liquidator, receiver, or other legal representative of the party authorized under such L/C to draw or issue such drafts or other documents.

(c) Unless otherwise agreed to, in the particular instance, each Borrower hereby authorizes any Issuer to:

(i) Select an advising bank, if any.

(ii) Select a paying bank, if any.

(iii) Select a negotiating bank, if any.

(d) All directions, correspondence, and funds transfers relating to any L/C are at the risk of the Borrowers. The Issuer shall have discharged the Issuer's obligations under any L/C which, or the drawing under which, includes payment instructions, by the initiation of the method of payment called for in, and in accordance with, such instructions (or by any other commercially reasonable and comparable method). None of the Agent, the Lenders, or the Issuer shall have any responsibility for any inaccuracy, interruption, error, or delay in transmission or delivery by post, telegraph or cable, or for any inaccuracy of translation.

(e) Each Agent's, each Lender's and the Issuer's rights, powers, privileges and immunities specified in or arising under this Agreement are in addition to any heretofore or at any time hereafter otherwise created or arising, whether by statute or rule of law or contract.

(f) Except to the extent otherwise expressly provided hereunder or agreed to in writing by the Issuer and the Borrowers' Representative, documentary L/C' s will be governed by the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication No. 500, and standby L/C' s will be governed by International Standby Practices ISP98 (adopted by the International Chamber of Commerce on April 6, 1998) and any respective subsequent revisions thereof.

(g) The obligations of the Borrowers under this Agreement with respect to L/C's are absolute, unconditional, and irrevocable and shall be performed strictly in accordance with the terms hereof under all circumstances, whatsoever including, without limitation, the following:

(i) Any lack of validity or enforceability or restriction, restraint, or stay in the enforcement of this Agreement, any L/C, or any other agreement or instrument relating thereto.

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(ii) Any Borrower's consent to any amendment or waiver of, or consent to the departure from, any L/C.

(iii) The existence of any claim, set-off, defense, or other right which any Borrower may have at any time against the beneficiary of any L/C.

(iv) Any good faith honoring of a drawing under any L/C, which drawing possibly could have been dishonored based upon a strict construction of the terms of the L/C.

(h) Each Issuer shall be deemed to have agreed as follows:

(i) That any action taken or omitted by that Issuer, that Issuer's correspondents, or any advising, negotiating or paying bank with respect to any L/C and the related drafts and documents, shall be done in good faith and in compliance with foreign or domestic laws.

(ii) That the Borrowers shall not be required to indemnify the Issuer, the Issuer's correspondents, or any advising, negotiating or paying bank with respect to any L/C for any claims, damages, losses, liabilities, costs or expenses to the extent, caused by (x) the willful misconduct or gross negligence of the Issuer, the Issuer's correspondents, or any advising, negotiating or paying bank with respect to any L/C in determining whether a request presented under any Letter of Credit complied with the terms of such Letter of Credit or (y) the Issuer's failure to pay under any Letter of Credit after the presentation to it of a request strictly complying with the terms and conditions of such Letter of Credit.

## 2.23. CHANGED CIRCUMSTANCES.

(a) The Administrative Agent may advise the Borrowers' Representative (in reasonable detail as to the facts and circumstances thereof) that the Administrative Agent has made the good faith determination (which determination, in the absence of manifest error, shall be final and conclusive) of any of the following:

(i) Adequate and fair means do not exist for ascertaining the rate for Libor Loans.

(ii) The continuation of or conversion of any Loan to a Libor Loan has been made impracticable or unlawful by the occurrence of a contingency that materially and adversely affects the applicable market or the compliance by the Administrative Agent or any Lender in good faith with any Applicable Law.

(iii) The indices on which the interest rates for Libor Loans are based shall no longer represent the effective cost to the Administrative Agent or any Revolving Credit Lender for U.S. dollar deposits in the interbank market for deposits in which it regularly participates.

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(b) In the event that the Administrative Agent advises the Borrowers' Representative of an occurrence described in Section 2.23(a), then, until the Administrative Agent notifies the Borrowers' Representative that the circumstances giving rise to such notice no longer apply:

(i) The obligation of the Agent or each Lender to make loans of the type affected by such changed circumstances or to permit the Borrowers' Representative to select the affected interest rate as otherwise applicable to any Loans shall be suspended.

(ii) Any notice which the Borrowers' Representative had given the Administrative Agent with respect to any Libor Loan, the time for action with respect to which has not occurred prior to the Administrative Agent's having given notice pursuant to Section 2.23(a), shall be deemed at the option of the Administrative Agent to not having been given.

## 2.24. DESIGNATION OF BORROWERS' REPRESENTATIVE AS BORROWERS' AGENT.

(a) Each Borrower hereby irrevocably designates and appoints the Borrowers' Representative as that Borrower's agent to obtain loans and advances under the Credit Facilities, the proceeds of which shall be available to each Borrower for those uses set forth in this Agreement. As the disclosed principal for its agent, each Borrower shall be obligated to the Agents and each Lender on account of loans and advances so made as if made directly by the Lenders to that Borrower, notwithstanding the manner by which such loans and advances are recorded on the books and records of the Borrowers' Representative and of any Borrower. In addition, each Loan Party other than the Borrowers hereby irrevocably designates and appoints the Borrowers' Representative as that Loan Party's agent to represent such Loan Party in all respects under this Agreement and the other Loan Documents.

(b) Each Borrower recognizes that credit available to it under the Credit Facilities is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower hereby assumes and agrees to discharge all Liabilities of each of the other Borrowers as if the Borrower which is so assuming and agreeing was each of the other Borrowers.

(c) The Borrowers' Representative shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Borrowers' Representative has requested a Loan.

(d) The proceeds of each loan and advance provided under the Credit Facilities which is requested by the Borrowers' Representative shall be deposited into the Operating Account or as otherwise indicated by the Borrowers' Representative. The Borrowers' Representative shall cause the transfer of the proceeds thereof to the (those) Borrower(s) on whose behalf such loan and advance was obtained. Neither the Agent nor any Lender shall have any obligation to see to the application of such proceeds.

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### 2.25. LENDERS' COMMITMENTS.

(a) Subject to Section 16.1 (which provides for assignments and assumptions of commitments), each Revolving Credit Lender's "**Revolving Credit Percentage Commitment**", and "**Revolving Credit Dollar Commitment**" (respectively so referred to herein) is set forth on **EXHIBIT 2.25**, annexed hereto.

(b) Subject to Section 16.1 (which provides for assignments and assumptions of commitments), each Last Out Revolving Lender's "Last Out Revolving Commitment Percentage", and "Last Out Revolving Credit Dollar Commitment" (respectively so referred to herein) is set forth on EXHIBIT 2.25, annexed hereto.

(c) The obligations of each Revolving Credit Lender are several and not joint. No Revolving Credit Lender shall have any obligation to make any loan or advance under the Credit Facilities in excess of either of the following:

(i) That Revolving Credit Lender's Revolving Credit Percentage Commitment of the subject loan or advance or of Availability.

(ii) That Revolving Credit Lender's Revolving Credit Dollar Commitment.

(d) The obligations of each Last Out Revolving Lender are several and not joint. No Last Out Revolving Lender shall have any obligation to make any loan or advance under the Credit Facilities in excess of either of the following:

(i) That Last Out Revolving Lender's Last Out Revolving Commitment Percentage of the subject loan or advance or of Last Out Availability.

(ii) That Last Out Revolving Lender's Last Out Revolving Credit Dollar Commitment.

(e) No Lender shall have any liability to the Borrowers on account of the failure of any other Lender to provide any loan or advance under the Credit Facilities nor any obligation to make up any shortfall which may be created by such failure.

(f) The Revolving Credit Dollar Commitments, Revolving Credit Commitment Percentages, Last Out Revolving Credit Dollar Commitment, Last Out Revolving Commitment Percentage, and identities of the Lenders (but not the Revolving Credit Commitments or Last Out Commitments) may be changed, from time to time by the reallocation or assignment of Dollar Commitments and Commitment Percentages amongst the Lenders or with other Persons who determine to become a Lender; *provided, however* unless an Event of Default has occurred (in which event, no consent of any Borrower is required) any assignment to a Person not then a Lender shall be subject to the prior consent of the Borrowers' Representative (not to be unreasonably withheld), which consent will be deemed given unless the Borrowers' Representative provides the Administrative Agent with written objection not more than five (5) Business Days after the Administrative Agent shall have given the

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Borrowers' Representative written notice of a proposed assignment, such notice to state that consent will be deemed given by the Borrowers' Representative if written objection is not received by the Administrative Agent within such five (5) Business Days.

(g) Upon written notice given the Borrowers' Representative from time to time by the Administrative Agent of any assignment or allocation referenced in Section 2.25(f):

(i) Each Borrower shall execute one or more replacement Notes to reflect such changed Dollar Commitments, Commitment Percentages, and identities and shall deliver such replacement Notes to the Administrative Agent (which promptly thereafter shall deliver to the Borrowers' Representative the Notes so replaced) *provided however*, in the event that a Note is to be exchanged following its acceleration or the entry of an order for relief under the Bankruptcy Code with respect to any Borrower, the Administrative Agent, in lieu of causing the Borrowers to execute one or more new Notes, may issue the Administrative Agent's Certificate confirming the resulting Dollar Commitments and Percentage Commitments.

(ii) Such change shall be effective from the effective date specified in such written notice and any Person added as a Lender shall have all rights, privileges, and obligations of a Lender hereunder thereafter as if such Person had been a signatory to this Agreement and any other Loan Document to which a Lender is a signatory and any Person removed as a Lender shall be relieved of any obligations or responsibilities of a Lender hereunder thereafter.

**2.26. REFERENCES TO ORIGINAL AGREEMENT.** The terms "Loan and Security Agreement," "this Agreement," "Loan Agreement," and similar references as used in the documents, instruments and agreements executed and/or delivered in connection with the Original Agreement, shall mean the Original Agreement as amended and restated hereby in its entirety, and each of such documents, instruments and agreements is hereby so amended. Except as specifically agreed herein or in any of the Loan Documents executed concurrently herewith, each of the Loan Documents executed and delivered in connection with the Original Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its terms. Without limitation of the foregoing, the Loan Parties hereby confirm that the Collateral Interests granted under the Original Agreement and each other applicable Loan Document continue to secure all of the Liabilities.

#### **ARTICLE 3 - CONDITIONS PRECEDENT:**

As a condition to the effectiveness of this Agreement, the establishment of the Credit Facilities, the making of the first loan under the Credit Facilities, each of the documents respectively described in Sections 3.1 through and including 3.11, (each in form and substance satisfactory to the Administrative Agent) shall have been delivered to the Administrative Agent, and the conditions respectively described in Sections 3.5 through and including 3.11, shall have been satisfied:

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## **3.1. DUE DILIGENCE.**

(a) Certificates of good standing for each Loan Party, respectively issued by the Secretary of State for the state in which that Loan Party is organized.

(b) Certificates of due qualification, in good standing, issued by the Secretary of State for the Commonwealth of Massachusetts for those Loan Parties required to file to do business in the Commonwealth of Massachusetts.

(c) Certificates of each Loan Party's clerk or secretary, as applicable, of the due adoption, continued effectiveness, and setting forth the texts of, each resolution adopted in connection with the establishment of the loan arrangement contemplated by the Loan Documents and attesting to the true signatures of each Person authorized as a signatory to any of the Loan Documents.

3.2. OPINION. One or more reasonable and customary opinions of counsel to the Loan Parties

**3.3. ADDITIONAL DOCUMENTS.** Such additional instruments and documents as the Administrative Agent or its counsel reasonably may require or request.

**3.4. OFFICERS' CERTIFICATES.** Certificates executed by (a) either the President or the Chief Executive Officer and (b) the Chief Financial Officer of the Borrowers' Representative and stating that the representations and warranties made by the Loan Parties to the Agents and the Lenders in the Loan Documents are true and complete in all material respects as of the date of such Certificate, and that no event has occurred which is or which, solely with the giving of notice or passage of time (or both) would be an Event of Default.

**3.5. Representations and Warranties.** Each of the representations made by or on behalf of each Loan Party in this Agreement or in any of the other Loan Documents or in any other report, statement, document, or paper provided by or on behalf of each Loan Party shall be true and complete in all material respects as of the date as of which such representation or warranty was made.

**3.6. ALL FEES AND EXPENSES PAID.** All fees due at or immediately after the first funding under the Credit Facilities and all costs and expenses incurred by the Administrative Agent, and the Collateral Agent in connection with the establishment of the credit facilities contemplated hereby (including the reasonable fees and expenses of counsel to the Administrative Agent, and the Collateral Agent), shall have been paid in full.

## **3.7. COLLATERAL, ETC.**

(a) Each document (including, without limitation, Uniform Commercial Code financing statements) required by law or requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Collateral Agent a first priority perfected security interest in the Collateral shall have been properly filed, registered or recorded in each jurisdiction where required and the Collateral Agent shall have a first priority perfected security interest in the Collateral, subject only to Permitted Encumbrances.

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(b) All accounts payable of the Loan Parties shall be within invoice terms (subject only to good faith disputes).

(c) The Inventory Purchase Agreement shall have been executed and delivered by all the Loan Parties, shall be in full force and effect and shall be satisfactory to the Administrative Agent.

## 3.8. No Default.

(a) No Default shall have occurred and be continuing.

(b) Except as specifically set forth on **EXHIBIT 3.8(b)**, no default shall have occurred and be continuing under any material contract or other agreement to which any Loan Party is a party.

## 3.9. Financial Statements; Legal Due Diligence; No Adverse Change.

(a) The Administrative Agent shall be satisfied that all financial statements and projections delivered to it fairly present the Consolidated business and financial condition of the Borrowers and their Consolidated Subsidiaries.

(b) No event shall have occurred or failed to occur, which occurrence or failure is or could have a materially adverse effect upon any Loan Party's financial condition when compared with the financial condition of such Loan Party as reflected in its most recent interim management prepared financial statements, annual report(s), public filings and projections provided to the Administrative Agent or any Lender.

(c) The Administrative Agent shall be satisfied that no information or materials supplied by or on behalf of the Loan Parties contain material misstatements or omissions which could be materially misleading.

(d) The Administrative Agent shall be satisfied that no materially adverse change in any governmental regulations or policies affecting any Loan Party or Agent shall have occurred.

**3.10.** NO LITIGATION. The Administrative Agent and its counsel shall have received evidence satisfactory to each that there are no actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority now pending or threatened against any Loan Party the result of which is reasonably likely to have a material adverse effect on such Loan Party or its businesses or assets.

**3.11. BENEFIT OF CONDITIONS PRECEDENT.** The conditions set forth in this Article 3 are for the sole benefit of each Agent and each Lender and may be waived by the Administrative Agent, in whole or in part, without prejudice to any Agent or any Lender.

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No document shall be deemed delivered to the Administrative Agent, the Collateral Agent, or any Lender until received and accepted by the Administrative Agent at its offices in Boston, Massachusetts. Under no circumstances shall this Agreement take effect until executed and accepted by the Administrative Agent at said offices.

## **ARTICLE 4 - GENERAL REPRESENTATIONS, COVENANTS AND WARRANTIES:**

To induce each Lender to establish the Credit Facilities contemplated herein and to induce the Lenders to provide loans and advances hereunder (each of which loans shall be deemed to have been made in reliance thereupon), respectively, as contemplated hereby, the Loan Parties, in addition to all other representations, warranties, and covenants made by any Loan Party in any other Loan Document, make those representations, warranties, and covenants included in this Agreement.

**4.1. PAYMENT AND PERFORMANCE OF LIABILITIES.** The Borrowers shall pay each payment Liability when due (or when demanded, if payable on demand) and shall promptly, punctually, and faithfully perform each other Liability.

## 4.2. DUE ORGANIZATION. AUTHORIZATION. NO CONFLICTS.

(a) Each Loan Party presently is and hereafter shall remain in good standing under the laws of the State in which it is organized, as set forth in the Preamble and is and shall hereafter remain duly qualified and in good standing in every other State in which, by reason of the nature or location of such Loan Party's assets or operation of such Loan Party's business, such qualification is necessary, except where the failure to so qualify could not reasonably be expected to have a material adverse effect on the business or assets of that Loan Party.

(b) Each Loan Party's respective organizational identification number assigned to it by the State of its organization and its respective federal employer identification number is stated on **EXHIBIT 4.2**, annexed hereto.

(c) No Loan Party shall change its State of organization; any organizational identification number assigned to that Loan Party by that State; or that Loan Party's federal taxpayer identification number on less than sixty (60) days prior written notice (in reasonable detail) to the Administrative Agent.

(d) Each Affiliate of the Loan Parties is listed on **EXHIBIT 4.2**. The Borrowers' Representative shall provide the Administrative Agent with prior written notice of any entity's becoming or ceasing to be an Affiliate.

(e) Each Loan Party has all requisite power and authority to execute and deliver all Loan Documents to which that Loan Party is a party and has and will hereafter retain all requisite power to perform all Liabilities.

(f) The execution and delivery by each Loan Party of each Loan Document to which it is a party; each Loan Party's consummation of the transactions contemplated by such Loan Documents (including, without limitation, the creation of Collateral Interests by that Loan Party to secure the Liabilities); each Loan Party's performance under those of the Loan Documents to which it is a party; the borrowings hereunder; and the use of the proceeds thereof:

(i) Have been duly authorized by all necessary action.

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(ii) Do not, and will not, contravene in any material respect any provision of any Requirement of Law or obligation of that Loan Party, where such contravention would have a material adverse effect on that Loan Party.

(iii) Will not result in the creation or imposition of, or the obligation to create or impose, any Encumbrance upon any assets of that Loan Party pursuant to any Requirement of Law or obligation, except pursuant to or as permitted by the Loan Documents.

(g) The Loan Documents have been duly executed and delivered by each Loan Party and are the legal, valid and binding obligations of each Loan Party, enforceable against each Loan Party in accordance with their respective terms, except as such enforceability may be subject to limitations on the rights and remedies of secured creditors generally imposed under bankruptcy or insolvency law and that the availability of equitable relief is subject to the discretion of the court from which such relief is sought.

#### 4.3. TRADE NAMES.

(a) **EXHIBIT 4.3**, annexed hereto, is a listing of:

(i) All names under which any Loan Party conducted its business during the five (5) years preceding the date of this Agreement.

(ii) All Persons with whom any Loan Party consolidated or merged, or from whom any Loan Party acquired in a single transaction or in a series of related transactions substantially all of such Person's assets, in each case during the five (5) years preceding the date of this Agreement.

(b) The Borrowers' Representative will provide the Administrative Agent with not less than twenty-one (21) days prior written notice (with reasonable particularity) of any change to any Loan Party's name from that under which that Loan Party is conducting its business at the execution of this Agreement and will not effect such change unless each Loan Party is then in compliance with all provisions of this Agreement.

#### 4.4. INFRASTRUCTURE.

(a) Each Loan Party has and will maintain a sufficient infrastructure to conduct its business as presently conducted and as contemplated to be conducted following its execution of this Agreement.

(b) To the Borrowers' knowledge, except as set forth in **EXHIBIT 4.4(b)**, each Loan Party owns and possesses, or has the right to use (and will hereafter own, possess, or

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have such right to use) all patents, industrial designs, trademarks, trade names, trade styles, brand names, service marks, logos, copyrights, trade secrets, know-how, confidential information, and other intellectual or proprietary property of any third Person necessary for that Loan Party's conduct of that Loan Party's business except where the failure to own, possess, or have such right or use will not have more than a *de minimis* adverse effect on any Loan Party.

(c) To the Borrowers' knowledge, the conduct by each Loan Party of that Loan Party's business does not presently infringe (nor will any Loan Party conduct its business in the future so as to infringe) the patents, industrial designs, trademarks, trade names, trade styles, brand names, service marks, logos, copyrights, trade secrets, know-how, confidential information, or other intellectual or proprietary property of any third Person except where such infringement will not have no more than a *de minimis* adverse effect on that Loan Party.

## 4.5. LOCATIONS.

(a) The Collateral, and the books, records, and papers of the Loan Parties pertaining thereto, are kept and maintained solely at the following locations:

(i) The Borrowers' Representative's chief executive offices which are at 555 Turnpike Street, Canton, Massachusetts 02021.

(ii) Those locations which are listed on **EXHIBIT 4.5**, annexed hereto, which EXHIBIT includes, with respect to each such location, the name and address of the landlord on the Lease which covers such location (or an indication that a Loan Party owns the subject location) and of all service bureaus with which any such records are maintained and the names and addresses of each Loan Party's landlord(s).

(b) No Loan Party shall remove any of the Collateral from said chief executive office or those locations listed on **EXHIBIT 4.5** except for the following purposes:

(i) To accomplish sales of Inventory in the ordinary course of business or sales permitted by Section 4.14(d).

(ii) To move Inventory from one such location to another such location.

(iii) To utilize such of the Collateral as is removed from such locations in the ordinary course of business (such as motor vehicles).

(c) Except where caused by a force majeure or as otherwise agreed by the Administrative Agent, and except with respect to the locations referred to in Section 4.14(d) as to which five (5) days notice shall be deemed sufficient, no Loan Party shall cease the conduct of business at any of its present or future Stores for more than fifteen (15) consecutive days without first furnishing the Administrative Agent with not less than thirty (30) days (or such lesser period as the Administrative Agent may agree) prior written notice thereof.

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## 4.6. STORES.

(a) No Loan Party is or may commit to or become legally obligated to open additional Stores where such commitment, obligation, or opening is prohibited by, or would result in a breach of, this Agreement.

(b) Except for in-transit Inventory, no tangible personal property of any Loan Party (beyond a *de minimis* amount of such property) is in the care or custody of any third party or stored or entrusted with a bailee or other third party *other than* as otherwise consented to in writing by the Administrative Agent.

## 4.7. TITLE TO ASSETS.

(a) The Loan Parties are, and shall hereafter remain, the owners of the Collateral free and clear of all Encumbrances with the exceptions of the following:

(i) Encumbrances in favor of the Collateral Agent.

(ii) Permitted Encumbrances.

(b) Except as disclosed on **EXHIBIT 4.7(b)**, annexed hereto, the Loan Parties do not have possession of any property on consignment to the Loan Parties and will not have possession of property on consignment hereafter.

(c) No Loan Party shall acquire or obtain the right to use any Equipment in which any third party has an interest, except for:

(i) Equipment which is merely incidental to the conduct of that Loan Party's business; or

(ii) Equipment, the acquisition or right to use of which has been consented to by the Administrative Agent, which consent may be conditioned solely upon the Administrative Agent's receipt of an agreement, substantially in the form of **EXHIBIT 4.7(c)(ii)**, annexed hereto with the third party which has an interest in such Equipment; or

(iii) Equipment subject to Leases, Capital Leases or licenses otherwise permitted hereunder.

(d) No Affiliate (other than a Loan Party) which is owned, directly or indirectly, by a Loan Party has, and none will acquire, any assets other than assets of nominal value, unless (i) such acquisition of assets is not prohibited by another provision of this Agreement and (ii) the ownership interests of such Affiliate shall have been pledged to the Collateral Agent for the benefit of the Lenders as their interests may appear and the Collateral Agent has a first priority, perfected security interest in such ownership interests.

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## 4.8. INDEBTEDNESS.

(a) The Loan Parties do not, and shall not hereafter, have any Indebtedness with the exception of Permitted Indebtedness and shall not make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Indebtedness except Permitted Indebtedness; *provided*, *however*, that the Loan Parties will not make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of the Rochester Indebtedness or principal of or interest on any Subordinated Indebtedness except for the following:

(i) with respect to the 5% Subordinated Note, (x) regularly scheduled payments of interest and (y) commencing with May 14, 2003, regularly scheduled payments of principal (the aggregate of principal payments during any twelve month period not in any event to exceed 33,000,000), so long as in the case of any payment under clause (x) or (y), as of the date of such payment, and after giving effect thereto, there exists no Default; and

(ii) with respect to the Rochester Indebtedness the amount of the contingent purchase price, if any, as and when due pursuant to Section 2.5.3 of the Rochester Acquisition Agreement so long as on the date of any such payment, and after giving effect thereto,(x) there exist no Default; and (y) Excess Availability is greater than \$12,500,000.00;

(iii) with respect to the Convertible Notes (a) regularly scheduled payments of interest so long as of the date of such payment, and after giving effect thereto, there exists no Default; (b) payment, prepayment and/or retirement of Indebtedness in connection with a Permitted Repurchase.

The terms and conditions (including without limitation, the payment terms thereunder (including, without limitation, the timing thereof)) of the Rochester Acquisition Agreement, the Convertible Notes, the Indenture, the 5% Subordinated Note, and Subordination Agreements may not be amended, modified or supplemented in any respect without the prior written consent of the Administrative Agent, and SuperMajority Lenders.

## 4.9. INSURANCE.

(a) **EXHIBIT 4.9**, annexed hereto, is a schedule of all insurance policies owned by the Loan Parties or under which any Loan Party is the named insured. Each of such policies is in full force and effect. Neither the issuer of any such policy nor any Loan Party is in default or violation of any such policy.

(b) The Loan Parties shall have and maintain at all times insurance covering such risks, in such amounts, containing such terms, in such form, for such periods, and written by such companies as may be satisfactory to the Administrative Agent.

(c) All insurance carried by the Loan Parties shall provide for a minimum of thirty (30) days' prior written notice of cancellation to the Administrative Agent and all such insurance which covers the Collateral shall include an endorsement in favor of the Agents, which endorsement shall provide that the insurance, to the extent of the Agent's respective

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interest therein, shall not be impaired or invalidated, in whole or in part, by reason of any act or neglect of any Loan Party or by the failure of any Loan Party to comply with any warranty or condition of the policy, and shall not include an endorsement in favor of any other Person except for endorsements naming one or more of the sellers under the Casual Male Acquisition Agreement as additional insureds to the extent required or contemplated by such Casual Male Acquisition Agreement.

(d) The coverage reflected on **EXHIBIT 4.9** presently satisfies the foregoing requirements, *it being recognized by each Loan Party, however,* that such requirements may hereafter be modified as required by the Administrative Agent in its reasonable discretion to reflect changing circumstances.

(e) The Borrowers' Representative shall furnish the Administrative Agent from time to time with certificates or other evidence satisfactory to the Administrative Agent regarding compliance by the Loan Parties with the foregoing requirements.

(f) In the event of the failure by the Loan Parties to maintain insurance as required herein, the Administrative Agent, at its option, may obtain such insurance, *provided, however*, the Administrative Agent's obtaining of such insurance shall not constitute a cure or waiver of any Event of Default occasioned by the Loan Parties' failure to have maintained such insurance.

**4.10. LICENSES.** Each license, distributorship, franchise, and similar agreement issued to, or to which any Loan Party is a party, is in full force and effect, except where the failure thereof to be in full force and effect could not reasonably be expected to have a material adverse effect on the Loan Parties. Neither the Borrowers nor, to the best knowledge of the Borrowers, any other party to any such license or agreement is in default or violation thereof. No Loan Party has received any notice or threat of cancellation of any such license or agreement.

**4.11. LEASES. EXHIBIT 4.11**, annexed hereto, is a schedule of all presently effective Capital Leases. Exhibit 4.5 includes a list of all other presently effective Leases. Each of such Leases and Capital Leases is in full force and effect. Neither the Borrower nor, to the best knowledge of the Borrowers, any other party to any such Lease or Capital Lease is in default or violation of any such Lease or Capital Lease and no Loan Party has received notice or a threat of cancellation of any such Lease or Capital Lease. Each Loan Party hereby authorizes the Administrative Agent at any time and from time to time, with the consent of the Borrowers' Representative and at any time following the occurrence of an Event of Default, to contact any of the Loan Parties' respective landlords in order to confirm the Loan Parties' continued compliance with the terms and conditions of the Lease(s) between the subject Loan Party and that landlord and to discuss such issues, concerning the subject Loan Party's occupancy under such Lease(s), as the Administrative Agent may determine.

**4.12. REQUIREMENTS OF LAW.** Each Loan Party is in compliance with, and shall hereafter comply with and use its assets in compliance with, all Requirements of Law except where the failure of such compliance will not have more than a *de minimis* adverse effect on the Loan Party's business. No Loan Party has received any notice of any violation of any

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Requirement of Law (other than of a violation which has no more than a *de minimis* adverse effect on the Loan Party's business or assets), which violation has not been cured or otherwise remedied.

## 4.13. LABOR RELATIONS.

(a) Except as disclosed on **EXHIBIT 4.13(a)**, annexed hereto, no Loan Party is presently a party to any collective bargaining or other labor contract.

(b) There is not presently pending and, to any Loan Party's knowledge, there is not threatened any of the following:

(i) Any strike, slowdown, picketing, work stoppage, or material employee grievance process.

(ii) Any proceeding against or affecting any Loan Party relating to the alleged violation of any Applicable Law pertaining to labor relations or before National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable governmental body, organizational activity, or other labor or employment dispute against or affecting any Loan Party, which, if determined adversely to that Loan Party could have more than a *de minimis* adverse effect on that Loan Party.

(iii) Any lockout of any employees by any Loan Party (and no such action is contemplated by any Loan Party).

(iv) Any application for the certification of a collective bargaining agent.

(c) To the knowledge of the Borrowers' Representative and each Loan Party, no material event has occurred or circumstance exists which could provide the basis for any work stoppage or other labor dispute.

(d) Each Loan Party:

(i) Has complied in all material respects with all Applicable Law relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing.

(ii) Is not liable for the payment of more than a *de minimis* amount of compensation, damages, taxes, fines, penalties, or other amounts, however designated, for that Loan Party's failure to comply with any Applicable Law referenced in Section 4.13(d)(i).

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#### 4.14. MAINTAIN PROPERTIES. The Loan Parties shall:

- (a) Keep the Collateral in good order and repair (ordinary reasonable wear and tear and insured casualty excepted).
- (b) Not suffer or cause the waste or destruction of any material part of the Collateral.
- (c) Not use any of the Collateral in violation of any policy of insurance thereon.
- (d) Not sell, lease, or otherwise dispose of any of the Collateral, other than the following:
  - (i) The sale of Inventory in compliance with this Agreement.

(ii) The disposal of Equipment which is obsolete, worn out, or damaged beyond repair, which Equipment is replaced to the extent necessary to preserve or improve the operating efficiency of any Loan Party.

- (iii) The turning over to the Administrative Agent of all Receipts as provided herein.
- (iv) Permitted Asset Dispositions.

## 4.15. TAXES.

(a) The Loan Parties, in compliance with all Applicable Law, have properly filed the Loan Party's tax returns due to be filed up to the date of this Agreement. All federal and state taxes and other amounts in the nature of taxes for which any Loan Party is liable or obligated are presently due and payable without penalty; or have been paid or settled.

(b) The Loan Parties shall: pay, as they become due and payable, all taxes and unemployment contributions and other charges of any kind or nature levied, assessed or claimed against any Loan Party or the Collateral by any Person whose claim could result in an Encumbrance upon any asset of any Loan Party or by any governmental authority; properly exercise any trust responsibilities imposed upon any Loan Party by reason of withholding from employees' pay or by reason of any Loan Party's receipt of sales tax or other funds for the account of any third party; timely make all contributions and other payments as may be required pursuant to any Employee Benefit Plan now or hereafter established by any Loan Party; and timely file all tax and other returns and other reports with each governmental authority to whom any Loan Party is obligated to so file except where failure to file could not reasonably be expected to have a material adverse effect *provided however*, nothing included in this Section 4.15(b) shall prevent the Loan Parties from contesting, in good faith and by appropriate proceedings, any tax liability claimed against any Loan Party, but only *provided that* and so long as no tax lien is filed with respect thereto.

(c) At its option, with prior notice to the Borrowers' Representative, the Administrative Agent may pay any tax, charge levied, assessed, or claimed upon any Loan

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Party or the Collateral by any Person, or entity or governmental authority, and make any payments on account of any Loan Party's Employee Benefit Plan as the Administrative Agent, in the Administrative Agent's discretion, may deem necessary or desirable, to protect the Agents' Rights and Remedies.

## 4.16. NO MARGIN STOCK NOT INVESTMENT COMPANY.

(a) No Loan Party is engaged in the business of extending credit for the purpose of purchasing or carrying any margin stock (within the meaning of Regulations U, T, and X of the Board of Governors of the Federal Reserve System of the United States). No part of the proceeds of any borrowing hereunder will be used at any time to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock.

(b) No Loan Party or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

### 4.17. ERISA.

(a) Neither any Loan Party nor any ERISA Affiliate has ever:

(i) Violated or failed to be in full compliance with any Employee Benefit Plan maintained by any Loan Party.

(ii) Failed timely to file all reports and filings required by ERISA to be filed by any Loan Party.

(iii) Engaged in any nonexempt "prohibited transactions" or "reportable events" (respectively as described in ERISA).

(iv) Engaged in, or committed, any act such that a tax or penalty could be imposed upon any Loan Party on account thereof pursuant to ERISA.

(v) Accumulated any material cumulative funding deficiency within the meaning of ERISA.

(vi) Terminated any Employee Benefit Plan such that a lien could be asserted against any assets of any Loan Party on account thereof pursuant to ERISA.

(vii) Been a member of, contributed to, or had any obligation under any Employee Benefit Plan which is a multiemployer plan within the meaning of Section 4001(a) of ERISA.

(b) Neither any Loan Party nor any ERISA Affiliate shall ever engage in any action of the type described in Section 4.17(a).

## 4.18. HAZARDOUS MATERIALS.

(a) No Loan Party has ever: (i) been legally responsible for any release or threat of release of any Hazardous Material or(ii) received notification of the incurrence of any expense in connection with the assessment, containment, or removal of any Hazardous Material for which that Loan Party would be responsible.

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(b) Each Loan Party shall: (i) dispose of any Hazardous Material only in compliance with all Environmental Laws and (ii) have possession of any Hazardous Material only in the ordinary course of that Loan Party's business and in compliance with all Environmental Laws.

**4.19. LITIGATION.** Except as described in **EXHIBIT 4.19**, annexed hereto, there is not presently pending or to the knowledge of the Borrowers, threatened in writing, by or against any Loan Party, any suit, action, proceeding, or investigation which if determined adversely to such Loan Party, would have a material adverse effect upon the Loan Parties' financial condition or the ability of the Loan Parties to conduct their business as such business is presently conducted or is contemplated to be conducted in the foreseeable future.

## 4.20. DIVIDENDS. INVESTMENTS. ENTITY ACTION. No Loan Party shall:

(a) Pay any cash dividend or make any other distribution in respect of any class of their respective capital stock or other ownership interests, other than payments to another Loan Party.

(b) Redeem, retire, purchase, or acquire any of Casual Male's capital stock, other than pursuant to a Permitted Repurchase.

(c) Invest in or purchase any stock or securities or other ownership interests, or rights to purchase any such stock or securities or other ownership interests, of any corporation or other Person, except for

(i) Permitted Investments,

(ii) Permitted Acquisitions subject to the provisions of Section 4.21,

(iii) Investments in new wholly owned Subsidiaries formed in connection with any such Permitted Acquisition, subject to the provisions of Section 4.21(e).

(d) Merge or consolidate or be merged or consolidated with or into any other corporation or other entity; provided that nothing in this Agreement shall prevent any Loan Party from merging into any other Loan Party.

(e) Consolidate any of that Loan Party's operations with those of any other corporation or other entity other than another Loan Party.

(f) Subordinate any debts or obligations owed to that Loan Party by any third party to any other debts owed by such third party to any other Person.

(g) Engage in any interest rate swaps, caps, or similar activities, or any hedging activities, other than in the ordinary course and conduct of that Loan Party's business and then only with a Lender or any Affiliate of a Lender.

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**4.21. PERMITTED ACQUISITIONS.** The Loan Parties may make Permitted Acquisitions without the consent of the Agent or the Lenders; provided that:

(a) Not less than fifteen (15) days prior written notice (with reasonable particularity as to the facts and circumstances in respect of which such notice is being given) of such Permitted Acquisition is given to the Administrative Agent.

(b) As of the date of such Permitted Acquisition immediately after giving effect thereto, the Total Facility Usage Ratio does not exceed 80% as determined by the Agent based upon the most recent Borrowing Base Certificate delivered to the Agent pursuant to Section 5.4 of the Loan Agreement;

(c) Together with the notice required by clause (a) of this Section, the Borrowers' Representative has delivered to the Agent pro forma financial projections on a monthly basis demonstrating immediately after giving effect to the Permitted Acquisition, the Total Facility Usage Ratio would not exceed 80% as determined on a pro forma basis over the twelve (12) months next following the month during which the Permitted Acquisition is consummated, which projections are in form and substance satisfactory to the Agent and are based on reasonable projections of the financial performance of the Borrowers and are accompanied by a certificate of the Borrowers' Representative's Chief Executive Officer, President or Chief Financial Officer certifying that such projections are accurate and complete.

(d) No Event of Default then exists or would result from any such Permitted Acquisition.

(e) With respect, to and in the event of any Permitted Acquisition which consists of, or results in the creation of, a Subsidiary, the Administrative Agent shall be provided with such Subsidiary's Guarantor Agreement (in form and substance satisfactory to the Administrative Agent), which Guarantor Agreement shall be secured by first perfected security interests and liens on substantially all of the assets of such Subsidiary, subject to the same limitations set forth in Section 8.1 hereof and subject to Permitted Encumbrances.

(f) The Agent and the Lenders shall have no obligation to include any Inventory acquired in such Permitted Acquisition (or Inventory of a similar type and nature acquired after the Permitted Acquisition) as Eligible Inventory.

**4.22.** LOANS. The Loan Parties shall not make any loans to, nor acquire the Indebtedness of, any Person, *provided, however,* the foregoing does not prohibit any of the following:

(a) Subject to such conditions respectively as apply thereto, the making of Permitted Investments.

(b) Advance payments made to a Loan Party's suppliers in the ordinary course.

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(c) Advances to a Loan Party's officers, employees, and salespersons with respect to reasonable expenses to be incurred by such officers, employees, and salespersons for the benefit of a Loan Party, which expenses are properly substantiated by the person seeking such advance and properly reimbursable by a Loan Party.

(d) Loans to a Loan Party's officers and employees not exceeding \$400,000 in the aggregate at any one time outstanding, provided that each such loan is for a term of not more than 90 days from the date on which it is made and is paid within such 90-day period; provided that, all amounts due on account of loans permitted under this clause (d) shall constitute Collateral and shall be pledged to the Collateral Agent for the benefit of the Lenders; and

(e) Advances to contractors for the construction or renovation of stores, buildings or improvements for use in the business of a Loan Party.

(f) Loans by Casual Male or Designs Apparel, Inc. to Guarantors to finance the purchases by Guarantors of Inventory pursuant to the Amended and Restated Inventory Purchase Agreement and to permit such Guarantors to pay ordinary course operating expenses (including, without limitation, rent, utilities and taxes) so long as in each case such intercompany loans shall be evidenced by, and subject to, such documentation (including, without limitation, notes and pledge agreements) as the Collateral Agent may require.

**4.23. RESTRICTIONS ON SALE OF COLLATERAL; LICENSE AGREEMENTS.** To the Loan Parties' knowledge, the Loan Parties are not, and shall not become, party to any agreement or understanding which limits, impairs, or otherwise restricts the ability of the Collateral Agent to freely sell and dispose of any of the Collateral (including, without limitation, any repurchase agreements, rights of first refusal or other agreements which limit or condition the time, manner, place or price for the sale or disposition of the Collateral) other than that certain License Agreement dated as of May 31, 2004 by and between George Foreman Productions, Inc. and Casual Male as in effect as in the date of this Agreement. The Loan Parties shall not effect or permit any material change or amendment to the terms of such License Agreements which would impose further restrictions to the Collateral Agent's disposition of the Collateral or would shorten the term of such License Agreements.

**4.24. PROTECTION OF ASSETS.** The Administrative Agent, in the Administrative Agent's discretion, from time to time, may discharge any tax or Encumbrance on any of the Collateral, or take any other action which the Administrative Agent may deem necessary or desirable to repair, insure, maintain, preserve, collect, or realize upon any of the Collateral. The Administrative Agent shall not have any obligation to undertake any of the foregoing and shall have no liability on account of any action so undertaken except where there is a specific finding in a judicial proceeding (in which the Administrative Agent has had an opportunity to be heard), from which finding no further appeal is available, that the Administrative Agent had acted in actual bad faith or in a grossly negligent manner. The Loan Parties shall pay to the Administrative Agent, on demand, or the Administrative Agent, in its discretion, may add to the Loan Account, all amounts paid or incurred by the Administrative Agent pursuant to this Section 4.24.

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## 4.25. LINE OF BUSINESS.

(a) Except as provided in Sections 4.20, 4.23 and 4.25(c), no Loan Party shall engage in any business other than the business in which it is currently engaged or plans to be engaged, as reflected in the Business Plan, or a business reasonably related thereto (the conduct of which reasonably related business is reflected in the Business Plan), provided that the foregoing shall not prohibit the expansion or contraction of a Loan Party's business so long as the Loan Parties are still engaged solely in the retail sale of apparel, footwear and related accessories and other activities, ancillary, incidental or necessary thereto, and such expansion or contraction is otherwise permitted under other Sections of this Agreement.

(b) The Loan Parties, with the prior written notice to the Administrative Agent in each instance, may license the use of up to 5% of the selling space of any Store (measured in terms of square feet) for the operation of certain departments of their Stores by third parties.

(c) The Loan Parties, with the prior written consent of the Administrative Agent (as to which, *see* Section 4.25(c)(i)), may (x) license the use of more than 5% of the selling space of any Store (measured in terms of square feet) for the operation of certain departments by third parties and (y) franchise to others the right to operate comparable Stores, *it being understood that*:

(i) The Administrative Agent's determination to consent to the Loan Parties' activities described in Section 4.25(c) may be conditioned on the Administrative Agent's being satisfied that the secured position of the Collateral Agent, and the Agents' Rights and Remedies, would not be adversely affected by such restructuring and that such restructuring does not place any material additional administrative burdens on the Agents.

(ii) The Administrative Agent may provide such consent pursuant to this Section 4.25(c) on its own authority and without obtaining the Consent of the Majority Lenders.

(iii) The Administrative Agent may condition its providing of such consent pursuant to this Section 4.25(c) on the Consent of the Majority Lenders.

4.26. AFFILIATE TRANSACTIONS. No Loan Party shall make any payment, nor give any value, to any Affiliate except for:

(a) Goods and services actually purchased by that Loan Party from, or sold by that Loan Party to, such Affiliate for a price and on terms which shall

(i) be competitive and fully deductible as an "ordinary and necessary business expense" and/or fully depreciable under the Internal Revenue Code of 1986 and the Treasury Regulations, each as amended; and

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(ii) be no less favorable to that Loan Party than those which would have been charged and imposed in an arms length transaction.

## 4.27. FURTHER ASSURANCES.

(a) No Loan Party is the owner of, nor has it any interest in, any property or asset which, immediately upon the satisfaction of the conditions precedent to the effectiveness of the credit facility contemplated hereby (Article 4) and the proper filing of Uniform Commercial Code Financing Statements and delivery of any Collateral in which a security interest must be perfected by possession, will not be subject to a perfected Collateral Interest in favor of the Collateral Agent (subject only to Permitted Encumbrances) to secure the Liabilities.

(b) Except as otherwise permitted by this Agreement, no Loan Party will hereafter acquire any asset or any interest in property which is not, immediately upon such acquisition, subject to such a perfected Collateral Interest in favor of the Collateral Agent to secure the Liabilities (subject only to Permitted Encumbrances).

(c) Each Loan Party shall execute and deliver to the Administrative Agent such instruments, documents, and papers, and shall do all such things from time to time hereafter as the Administrative Agent reasonably may request, to carry into effect the provisions and intent of this Agreement; to protect and perfect the Collateral Agent's Collateral Interests in the Collateral; and to comply with all applicable statutes and laws, and facilitate the collection of the Receivables Collateral. Each Loan Party shall execute all such instruments as may be required by the Administrative Agent with respect to the recordation and/or perfection of the Collateral Interests created or contemplated herein.

(d) Each Loan Party hereby designates the Collateral Agent as and for that Loan Party's true and lawful attorney, with full power of substitution, to sign and file any financing statements in order to perfect or protect the Collateral Agent's Collateral Interests in the Collateral.

(e) This Agreement constitutes an authenticated record which authorizes the Collateral Agent to file such financing statements as the Collateral Agent determines as appropriate to perfect or protect the Agent's Collateral Interests created hereby.

(f) A carbon, photographic, or other reproduction of this Agreement or of any financing statement or other instrument executed pursuant to this Section 4.27 shall be sufficient for filing to perfect the security interests granted herein.

## 4.28. ADEQUACY OF DISCLOSURE.

(a) All financial statements furnished to each Agent and each Lender by each Loan Party have been prepared in accordance with GAAP consistently applied and present fairly the condition of the Loan Parties at the date(s) thereof and the results of operations and cash flows for the period(s) covered (*provided however*, that unaudited financial statements are subject to normal year end adjustments and to the absence of footnotes). There has been no change in the Consolidated financial condition, results of operations, or cash flows of the Loan

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Parties since the date(s) of the most recent financial statements delivered to the Administrative Agent, as supplemented by the Business Plan, other than changes in the ordinary course of business, which changes have not been materially adverse, either singularly or in the aggregate.

(b) Except as set forth on **EXHIBIT 4.28(b)**, annexed hereto, no Loan Party has any contingent obligations or obligation under any Lease or Capital Lease which is not noted in the Loan Parties' Consolidated financial statements furnished to each Agent and each Lender prior to the execution of this Agreement other than obligations which are entered into in the ordinary course of business since the date of such financial statement.

(c) No document, instrument, agreement, or paper now or hereafter given to any Agent and any Lender by or on behalf of each Loan Party or any guarantor of the Liabilities in connection with the execution of this Agreement by each Agent and each Lender (except for any projections provided by or on behalf of any Loan Party) contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements therein not misleading.

**4.29.** NO RESTRICTIONS ON LIABILITIES. No Loan Party shall enter into or directly or indirectly become subject to any agreement which prohibits or restricts, in any manner, any Loan Party's:

(a) Creation of, and granting of Collateral Interests in favor of the Collateral Agent.

(b) Incurrence of Liabilities.

**4.30. OTHER COVENANTS.** No Loan Party shall indirectly do or cause to be done any act which, if done directly by that Loan Party, would breach any covenant contained in this Agreement.

**4.31. INVENTORY PURCHASING.** Any Person which at any time becomes a Loan Party shall become party to, and shall at all times comply with the terms and conditions set forth in, the Inventory Purchase Agreement including, without limitation, the obligation of each Loan Party (other than Designs Apparel, Inc.) to purchase of all of its Inventory exclusively from Designs Apparel, Inc, <u>provided</u>, however, RBT may directly purchase *de minimus* amounts of Inventory for its own account. The Inventory Purchase Agreement may not be amended, modified or supplemented, except for the addition of Loan Parties, or terminated without the prior written consent of the Administrative Agent.

## **ARTICLE 5 - FINANCIAL REPORTING AND PERFORMANCE COVENANTS:**

# 5.1. MAINTAIN RECORDS. The Loan Parties shall:

(a) At all times, keep proper books of account, in which full, true, and accurate entries shall be made of all of the Loan Parties' financial transactions, all in accordance with GAAP applied consistently with prior periods to fairly reflect the Consolidated financial condition of the Loan Parties at the close of, and its results of operations for, the periods in question.

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(b) Timely provide the Administrative Agent with those financial reports, statements, and schedules required by this Article 5 or otherwise, each of which reports, statements and schedules shall be prepared, to the extent applicable, in accordance with GAAP applied consistently with prior periods to fairly reflect the Consolidated financial condition of the Loan Parties at the close of, and the results of operations for, the period(s) covered therein.

(c) At all times, keep accurate current records of the Collateral including, without limitation, accurate current stock, cost, and sales records of its Inventory, accurately and sufficiently itemizing and describing the kinds, types, and quantities of Inventory and the cost and selling prices thereof.

(d) At all times, retain Ernst & Young, LLP or such other independent certified public accountants who are reasonably satisfactory to the Administrative Agent and instruct such accountants to fully cooperate with, and be available to, the Administrative Agent to discuss the Loan Parties' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such accountants, as may be raised by the Administrative Agent.

(e) Not change any Loan Party's Fiscal year.

#### 5.2. ACCESS TO RECORDS.

(a) Each Loan Party shall accord the Administrative Agent with reasonable access on reasonable notice during customary business hours from time to time as the Administrative Agent reasonably may require to all properties owned by or over which any Loan Party has control. The Administrative Agent shall have the right during customary business hours on reasonable notice, and each Loan Party will permit the Administrative Agent from time to time as Administrative Agent reasonably may request, to examine, inspect, copy, and make extracts from any and all of the Loan Parties' books, records, electronically stored data, papers, and files. Each Loan Party shall make all of that Loan Party's copying facilities available to the Administrative Agent.

(b) Each Loan Party hereby authorizes the Administrative Agent during customary business hours on reasonable notice to:

(i) Inspect, copy, duplicate, review, cause to be reduced to hard copy, run off, draw off, and otherwise use any and all computer or electronically stored information or data which relates to any Loan Party, or any service bureau, contractor, accountant, or other person, and directs any such service bureau, contractor, accountant, or other person fully to cooperate with the Administrative Agent with respect thereto.

(ii) Verify at any time the Collateral or any portion thereof, including verification with Account Debtors, and/or with each Loan Party's computer billing companies, collection agencies, and accountants and to sign the name of each Loan Party on any notice to each Loan Party's Account Debtors or verification of the Collateral.

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(c) The Borrowers' Representative, on reasonable request from time to time from the Administrative Agent, will make representatives of management available from time to time to discuss the Loan Parties' operating results and other related matters with the Administrative Agent.

(d) The Administrative Agent from time to time may designate one or more representatives to exercise the Administrative Agent's rights under this Section 5.2 as fully as if the Administrative Agent were doing so.

#### 5.3. PROMPT NOTICE TO ADMINISTRATIVE AGENT.

(a) The Borrowers' Representative shall provide the Administrative Agent with written notice promptly upon its becoming aware of the occurrence of any of the following events, which written notice shall be with reasonable particularity as to the facts and circumstances in respect of which such notice is being given:

(i) Any material adverse change in the business affairs of any Loan Party.

(ii) Any change in the executive officers of any Loan Party.

(iii) Any ceasing of the Loan Parties' making of payments, in the ordinary course, to any of its creditors, on account of obligations aggregating in excess of \$180,000.00 (including the ceasing of the making of such payments on account of a dispute with the subject creditor).

(iv) Any failure by a Loan Party to pay rent at any of the Loan Parties' locations which rent in the aggregate exceeds \$180,000.00, which failure continues for more than ten (10) days following the day on which such rent first came due.

(v) Any Default.

(vi) Any intention on the part of a Loan Party to discharge that Loan Party's present independent accountants or any withdrawal or resignation by such independent accountants from their acting in such capacity (as to which, *see* Subsection 5.1(d)).

(vii) Any litigation which, if determined adversely to a Loan Party, would have a material adverse effect on the financial condition of that Loan Party.

(b) The Borrowers' Representative shall:

(i) Add the Administrative Agent as an addressee on all mailing lists maintained by or for any Loan Party.

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(ii) At the request of the Administrative Agent provide the Administrative Agent with a copy of the results of any physical or cycle count of a Loan Party's Inventory.

(iii) Provide the Administrative Agent, when received by any Loan Party, with a copy of any management letter or similar communications from any accountant of that Loan Party.

(iv) Provide the Administrative Agent with copies of all filings by each Loan Party with the Securities and Exchange Commission, when so filed, and when received, copies of all correspondence from the SEC, other than routine non-substantive general communications from the SEC.

(v) Provide the Administrative Agent with written notice of any intended bulk sale, liquidation, or other disposition of assets of any Loan Party at least ten (10) Business Days prior to the consummation of such sale or disposition, or commencement of such liquidation and a detailed summary of the net proceeds expected to be received therefrom, *provided* that nothing in this Section is intended to be, or shall be deemed to be, a waiver of any restriction on such disposition of assets set forth elsewhere in this Agreement including without limitation Section 4.14.

(vi) Provide the Administrative Agent, when so distributed, with copies of any materials distributed to the shareholders of Casual Male and each of the other Loan Parties (*qua* such shareholders).

**5.4. BORROWING BASE CERTIFICATE.** The Borrowers' Representative shall provide the Administrative Agent on the third Business Day of each Fiscal Month as of the close of business the last day of the immediately preceding month, with a Borrowing Base Certificate (in the form of EXHIBIT 5.4 annexed hereto, as such form may be revised from time to time by the Administrative Agent, the "Borrowing Base Certificate"), provided, that at anytime that (i) the Total Facility Usage Ratio is greater than 80%; or (ii) a Default exists, at the election of the Agent such Borrowing Base Certificate shall be delivered weekly by 11:30 a.m. on Wednesday of each week as of the close of business for the immediately preceding week. Such Certificate may be sent to the Administrative Agent by facsimile transmission or by electronic mail, *provided that* the original thereof is forwarded to the Administrative Agent on the date of such transmission.

**5.5. MONTHLY REPORTS.** Monthly, within thirty (30) days following the end of each Fiscal month of the Loan Parties, the Borrowers' Representative shall provide the Administrative Agent with the following:

(a) An original counterpart of a management prepared Consolidated and consolidating financial statement of the Loan Parties for the subject month and for the period from the beginning of the Loan Parties' then current Fiscal year through the end of the subject month, with comparative information for the same period of the previous Fiscal year and to the Business Plan or updated forecast, which statement shall include, at a minimum, a balance sheet, income statement, and cash flows.

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(b) The officer's compliance certificate described in Section 5.8.

**5.6. QUARTERLY REPORTS.** Quarterly, within fifty (50) days following the end of each Fiscal quarter of the Loan Parties, the Borrowers' Representative shall provide the Administrative Agent with the following:

(a) An original counterpart of a management prepared Consolidated and consolidating financial statement of the Loan Parties for the subject quarter and for the period from the beginning of the Loan Parties' then current Fiscal year through the end of the subject quarter, with comparative information for the same period of the previous Fiscal year and to the Business Plan or updated forecast, which statement shall include, at a minimum, a balance sheet, income statement, and cash flows.

(b) An updated pro forma financial statement for the next twelve month period, reflecting any proposed repurchases, redemptions, or acquisitions of any Capital Stock or the Convertible Notes.

(c) The officer's compliance certificate described in Section 5.8.

## 5.7. ANNUAL REPORTS.

(a) Annually within ninety-five (95) days following the end of the Loan Parties' Fiscal year, the Borrowers' Representative shall furnish the Administrative Agent with the following:

(i) An original signed counterpart of the Loan Parties' annual Consolidated financial statement (with consolidating schedules), which statement shall have been prepared by, and bear the unqualified opinion of, the Loan Parties' independent certified public accountants (i.e. said statement shall be "certified" by such accountants). Such annual statement shall include, at a minimum (with comparative information for the then prior Fiscal year, a balance sheet, income statement, statement of changes in shareholders' equity, and cash flows.

(ii) The following Consolidated and consolidating financial statements for the Loan Parties for the prior Fiscal year (each prepared by the Loan Parties' independent accountants): Balance sheet, income statement, statement of changes in stockholders' equity and cash flow.

(b) No later than the earlier of fifteen (15) days prior to the end of each Fiscal year of the Loan Parties or the date on which such accountants commence their work on the preparation of the Loan Parties' annual financial statement, the Borrowers' Representative shall give written notice to such accountants (with a copy of such notice, when sent, to the Administrative Agent), that:

(i) Such annual financial statement will be delivered by the Borrowers' Representative to the Administrative Agent (for subsequent distribution to each Lender).

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(ii) Among other things, it is the intention of each Loan Party, in its engagement of such accountants, to satisfy the financial reporting requirements set forth in this Article 5.

(iii) The Borrowers' Representative has been advised that the Administrative Agent and each Lender)

will rely thereon with respect to the administration of, and transactions under, the credit facility contemplated by this Agreement.

(c) Each annual financial statement shall be accompanied by such accountant's Certificate indicating that, in conducting the audit for such annual statement, nothing came to the attention of such accountants to believe that such Loan Party is in Default (or that if the Loan Party is in Default, the facts and circumstances thereof).

(d) Annually within thirty (30) days following the end of the Loan Parties' Fiscal year, the Borrowers' Representative shall furnish the Administrative Agent with an updated Business Plan for the current Fiscal year which Business Plan shall include, at a minimum, a balance sheet, income statement, cash flows, and availability model each on a monthly basis for the following twelve (12) month period.

**5.8. OFFICERS' CERTIFICATES.** The Borrowers' Representative shall cause the Borrowers' Representative's Chief Executive Officer, its President or its Chief Financial Officer of the Borrowers' Representative, in each instance, to provide such Person's Certificate with those monthly, quarterly, and annual statements to be furnished pursuant to this Agreement, which Certificate shall:

(a) Indicate that the subject financial statement was prepared in accordance with GAAP consistently applied and presents fairly the Consolidated financial condition of the Loan Parties at the close of, and the results of the Loan Parties' operations and cash flows for, the period(s) covered thereby, *subject, however* to the following:

(i) Usual year end adjustments (this exception shall not be included in the Certificate which accompanies the Loan Parties' annual financial statement).

(ii) Material Accounting Changes.

(b) Indicate either that (i) no Default has occurred and is continuing, or (ii) if a Default has occurred and is continuing, its nature (in reasonable detail) and the steps (if any) being taken or contemplated by the Loan Parties to be taken on account thereof.

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### 5.9. INVENTORIES, APPRAISALS, AND AUDITS.

(a) The Administrative Agent may observe each inventory and any cycle count of the Collateral which is undertaken on behalf of any Loan Party. The Loan Parties shall conduct not less than one physical inventory, per Store and per warehouse, per Fiscal year. The Administrative Agent does not contemplate undertaking or requiring any additional physical inventories by or of the Loan Parties, *provided, however*, the Administrative Agent may do so if a Default has occurred and is continuing.

(i) On the Administrative Agent's request, the Borrowers' Representative shall provide the Administrative Agent with a copy of the preliminary results of each such inventory (as well as of any other physical inventory undertaken by any Loan Party) within ten (10) days following the completion of such inventory.

(ii) The Borrowers' Representative, within thirty (30) days following the completion of such inventory, shall provide the Administrative Agent with a reconciliation of the results of each such inventory (as well as of any other physical inventory undertaken by any Loan Party) and shall post such results to the Loan Parties' stock ledger and, as applicable to the Loan Parties' other financial books and records .

(iii) The Administrative Agent, in its discretion, if a Default has occurred and is continuing, may cause such additional inventories to be taken as the Administrative Agent determines (each, at the expense of the Loan Parties)

(b) The Administrative Agent may obtain appraisals of the Collateral, from time to time (in all events, at the Loan Parties' expense) conducted by such appraisers as are satisfactory to the Administrative Agent. As of the Closing Date, the Administrative Agent contemplates obtaining two (2) appraisals (in all events, at the Loan Parties' expense) of the Loan Parties' Inventory during any twelve (12) month period during which this Agreement is in effect, each conducted by such appraisers as are satisfactory to the Administrative Agent. In addition, the Administrative Agent may obtain additional appraisals at its own expense, provided, however, following the occurrence of an Event of Default, the Administrative Agent may cause additional such appraisals to be undertaken at the Loan Parties' expense.

(c) The Administrative Agent contemplates conducting two (2) commercial finance audits (in each event, at the Loan Parties' expense) of the Loan Parties' books and records during any twelve (12) month period during which this Agreement is in effect. In addition, the Administrative Agent may obtain additional commercial finance audits at its own expense, <u>provided</u>, however following the occurrence of an Event of Default, the Administrative Agent may cause additional such commercial finance audits to be undertaken at the Loan Parties' expense.

## 5.10. ADDITIONAL FINANCIAL INFORMATION.

(a) In addition to all other information required to be provided pursuant to this Article 5, the Borrowers' Representative promptly shall provide the Administrative Agent with such other and additional information concerning the Loan Parties (and any guarantor of the Liabilities), the Collateral, the operation of the Loan Parties' business, and the Loan Parties' financial condition, including original counterparts of financial reports and statements, as the Administrative Agent reasonably may from time to time request, in its own discretion.

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(b) The Borrowers' Representative *may* provide the Administrative Agent, from time to time hereafter, with updated forecasts of the Loan Parties' anticipated performance and operating results.

(c) In all events, the Borrowers' Representative, by no later than thirty (30) days prior the end of each Fiscal year, shall furnish the Administrative Agent with an updated and extended forecast (which shall include, on a month-by-month basis, balance sheets, income statements, and statements of cash flow, as well as of all components of the Borrowing Base as of the end of each month) through the end of the succeeding Fiscal year.

(d) Each Loan Party recognizes that all appraisals, inventories, analyses, financial information, and other materials which the Administrative Agent may obtain, develop, or receive with respect to the Loan Parties are confidential to the Administrative Agent and that, except as otherwise provided herein, no Loan Party is entitled to receipt of any of such appraisals, inventories, analyses, financial information, and other materials, nor copies or extracts thereof or therefrom.

## ARTICLE 6 - Use of Collateral:

# 6.1. USE OF INVENTORY COLLATERAL.

(a) No Loan Party shall engage in any of the following with respect to its Inventory:

- (i) Any sale other than for fair consideration in the conduct of the Loan Parties' business in the ordinary course.
- (ii) Sales or other dispositions to creditors.
- (iii) Sales or other dispositions in bulk.
- (iv) Sales of any Collateral in breach of any provision of this Agreement.

(b) No sale of Inventory shall be on consignment, approval, or under any other circumstances such that, with the exception of the Loan Parties' customary return policy applicable to the return of Inventory purchased by the Loan Parties' retail customers in the ordinary course, such Inventory may be returned to a Loan Party without the consent of the Administrative Agent.

**6.2. INVENTORY QUALITY.** All Inventory now owned or hereafter acquired by a Loan Party is and will be of good and merchantable quality and free from defects (other than defects within customary trade tolerances), other than Inventory owned or acquired for outlet stores, which in the ordinary course sell manufacturer's overruns, discontinued lines, and irregulars.

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**6.3. ADJUSTMENTS AND ALLOWANCES.** Each Loan Party may grant such allowances or other adjustments to that Loan Party's Account Debtors (exclusive of extending the time for payment of any material Account or Account Receivable, which shall not be done without first obtaining the Administrative Agent's prior written consent in each instance) as that Loan Party may reasonably deem to accord with sound business practice, *provided*, *however*, at any time that a Default has occurred and is continuing, the authority granted the Loan Parties pursuant to this Section 6.3 may be limited or terminated by the Administrative Agent at any time in the Administrative Agent's discretion.

# **ARTICLE 7 - Cash Management. Payment of Liabilities:**

### 7.1. DEPOSITORY ACCOUNTS.

(a) Annexed hereto as **EXHIBIT 7.1** is a Schedule of all present DDA's, which Schedule includes, with respect to each depository (i) the name and address of that depository; (ii) the account number(s) of the account(s) maintained with such depository; and (iii) a contact person at such depository.

(b) The Borrowers' Representative shall deliver to the Administrative Agent, as a condition to the effectiveness of this Agreement:

(i) Notifications (in a form satisfactory to the Administrative Agent) executed on behalf of the relevant Loan Party to each depository institution with which any DDA (other than any Exempt DDA and the Operating Account ) is maintained of the Collateral Agent's Collateral Interest in such DDA.

(ii) A Blocked Account Agreement with any depository institution at which:

(A) Both a DDA (other than the Operating Account) and the Operating Account are maintained.

(B) A deposit account other than solely a DDA is maintained .

(iii) An agreement (generally referred to as a "Blocked Account Agreement"), in form satisfactory to the Administrative Agent, with each depository institution at which a Blocked Account is maintained.

(c) No Loan Party will establish any DDA hereafter unless, contemporaneously with such establishment, the Borrowers' Representative provides a notification of the Collateral Agent's Collateral Interest in such DDA, no Loan Party will establish any deposit account other than a DDA or Exempt DDA, unless the Borrowers' Representative provides the Administrative Agent with a Blocked Account Agreement.

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### 7.2. CREDIT CARD RECEIPTS.

(a) Annexed hereto as **EXHIBIT 7.2**, is a Schedule which describes all arrangements to which each Loan Party is a party with respect to the payment to such Loan Party of the proceeds of all credit card charges for sales by such Loan Party.

(b) The Borrowers' Representative shall deliver to the Administrative Agent, as a condition to the effectiveness of this Agreement, notification, executed on behalf of the relevant Loan Party, to each of such Loan Party's credit card clearinghouses and processors (in form satisfactory to the Administrative Agent ), which notice provides that payment of all credit card charges submitted by any Loan Party to that clearinghouse or processor and any other amount payable to any Loan Party by such clearinghouse or processor shall be directed to the Concentration Account or as otherwise designated from time to time by the Administrative Agent. No Loan Party shall change such direction or designation except upon and with the prior written consent of the Administrative Agent .

# 7.3. THE CONCENTRATION, BLOCKED, AND OPERATING ACCOUNTS.

- (a) The following checking accounts have been or will be established (and are so referred to herein):
  - (i) The "Concentration Account" (so referred to herein): Established by the Administrative Agent with Bank of America.
  - (ii) The "Blocked Account" (so referred to herein): Established by the Borrowers' Representative with Bank of America
  - (iii) The "Operating Account" (so referred to herein): Established by the Borrowers' Representative with Bank of America.

(b) The contents of each DDA and of the Blocked Account constitutes Collateral and Proceeds of Collateral. The contents of the Concentration Account constitutes the Administrative Agent's property.

(c) The Loan Parties shall pay all fees and charges of, and maintain such impressed balances as may be required by the depository in which any account is opened as required hereby (even if such account is opened by and/or is the property of the Administrative Agent).

### 7.4. PROCEEDS AND COLLECTIONS.

- (a) All Receipts and all other cash proceeds of any sale or other disposition of any of each Loan Party's assets:
  - (i) Constitute Collateral and proceeds of Collateral.
  - (ii) Shall be held in trust by the Loan Parties for the Administrative Agent.

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(iii) Shall not be commingled with any of any Loan Party's other funds.

(iv) Shall be deposited and/or transferred only to the Blocked Account or the Concentration Account or DDAs which are swept on a periodic basis to a Blocked Account or the Concentration Account.

(b) The Borrowers' Representative shall cause by ACH or wire transfer to the Blocked Account or the Concentration Account, no less frequently than daily (and whether or not there is then an outstanding balance in the Loan Account) the following:

(i) The entire contents (net of any minimum required balance not in any event to exceed \$2500) of each DDA (but excluding any Exempt DDA).

(ii) The proceeds of all credit card charges not otherwise provided for pursuant hereto.

Telephone advice (confirmed by written notice) shall be provided to the Administrative Agent on each Business Day on which any such transfer is made.

(c) The Borrowers' Representative shall cause by ACH or wire transfer to the Concentration Account, no less frequently than daily (and whether or not any Liabilities are then outstanding), of the entire ledger balance (net of any minimum required balance not in any event to exceed \$2500) of the Blocked Account.

(d) In the event that, notwithstanding the provisions of this Section 7.4, any Loan Party receives or otherwise has dominion and control of any Receipts, or any other proceeds or collections of any Collateral, such Receipts, proceeds, and collections shall be held in trust by that Loan Party for the Administrative Agent and shall not be commingled with any of that Loan Party's other funds or deposited in any account of any Loan Party other than as instructed by the Administrative Agent.

# 7.5. PAYMENT OF LIABILITIES.

(a) On each Business Day, the Administrative Agent shall apply the then collected balance of the Concentration Account (net of fees charged, and of such impressed balances as may be required by the bank at which the Concentration Account is maintained) <u>first</u>, against the SwingLine Loans (if any), and <u>second</u>, against the unpaid balance of the Loan Account and all other Liabilities, <u>provided</u>, that if and so long as the Excess Availability Ratio is greater than 50% for five (5) consecutive Business Days, the Borrowers' Representative may instruct the Administrative Agent to apply such amounts to the outstanding principal balance of the Loan Account Revolving Loans, in which case the Administrative Agent shall apply such amounts to the Last Out Revolving Loans until all Last Out Revolving Loans have been repaid in full. For purposes of the calculation of interest on the unpaid principal balance of the Loan Account, such payment shall be deemed to have been made one (1) Business Day after such transfer, and <u>further provided</u> that until the occurrence, and during the continuance, of an Event of Default, unless the Borrower Representative otherwise instructs the Administrative Agent, the balance of the Concentration Account shall not be applied to any LIBOR Loans until the end of the applicable Interest Period therefor.

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(b) The following rules shall apply to deposits and payments under and pursuant to this Section 7.5:

(i) Funds shall be deemed to have been deposited to the Concentration Account on the Business Day on which deposited, *provided that* notice of such deposit is delivered to the Administrative Agent by 2:00 PM on that Business Day.

(ii) Funds paid to the Administrative Agent, other than by deposit to the Concentration Account, shall be deemed to have been received on the Business Day when they are good and collected funds, *provided that* notice of such payment is delivered to the Administrative Agent by 2:00 PM on that Business Day.

(iii) If notice of a deposit to the Concentration Account (Section 7.5(b)(i)) or payment (Section 7.5(b)(ii)) is not delivered to the Administrative Agent until after 2:00 PM on a Business Day, such deposit or payment shall be deemed to have been made at 9:00 AM on the then next Business Day.

(iv) All deposits to the Concentration Account and other payments to the Administrative Agent are subject to clearance and collection.

(c) The Administrative Agent shall transfer to the Operating Account any surplus in the Concentration Account remaining after the application towards the Liabilities referred to in Section 7.5(a) above (less those amount which are to be netted out, as provided therein) *provided, however*, in the event that

(i) a Default has occurred and is continuing; and

(ii) one or more L/C' s are then outstanding.

then the Administrative Agent may establish a funded reserve of up to 110% of the aggregate of the Stated Amounts of such L/C' s. Such funded reserve shall either be (i) returned to the Borrowers' Representative at such time that no Default has occurred and is continuing or (ii) applied towards the Liabilities following Acceleration.

**7.6. THE OPERATING ACCOUNT.** Except as otherwise specifically provided in, or permitted by, this Agreement, all checks shall be drawn by the Borrowers' Representative upon, and other disbursements shall be made by the Borrowers' Representative solely from, the Operating Account.

# **ARTICLE 8 - GRANT OF SECURITY INTEREST:**

**8.1. GRANT OF SECURITY INTEREST.** To secure the Borrowers' prompt, punctual, and faithful performance of all and each of the Liabilities, each Borrower hereby grants to the Collateral Agent, for the benefit of the Secured Parties as their interests may appear herein, a

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continuing security interest in and to, and assigns to the Collateral Agent, for the benefit of the Secured Parties as their interests may appear herein the following, and each item thereof, whether now owned or now due, or in which that Borrower has an interest, or hereafter acquired, arising, or to become due, or in which that Borrower obtains an interest, and all products, Proceeds, substitutions, and accessions of or to any of the following (all of which, together with any other property in which the Collateral Agent may in the future be granted a security interest, is referred to herein as the "**Collateral**"; any of the following terms not defined in this Agreement shall have the meanings attributed thereto in the UCC):

(a) All Accounts and accounts receivable.

(b) All Inventory.

(c) All General Intangibles.

(d) All Equipment.

(e) All Goods.

(f) All Farm Products.

(g) All Fixtures.

(h) All Chattel Paper.

(i) All Letter-of-Credit Rights.

(j) All Payment Intangibles.

(k) All Supporting Obligations.

(1) All books, records, and information relating to the Collateral and/or to the operation of each Borrower's business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded, and maintained.

(m) All Leasehold Interests.

(n) All Investment Property, Instruments, Documents, Deposit Accounts, money, policies and certificates of insurance, deposits, impressed accounts, compensating balances, cash, or other property.

(o) Commercial Tort Claims

(p) All insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing (8.1(a) through 8.1(n)) or otherwise.

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(q) All liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing (8.1(a) through 8.1(p)), including the right of stoppage in transit.

Notwithstanding anything in this Agreement to the contrary, with respect to each item of Collateral constituting Equipment subject to a Capital Lease, or constituting an agreement, license, permit or other instrument of a Borrower, such item shall be subject to the security interest created hereby only to the extent that the granting of such security interest, under the terms of such Capital Lease, agreement, license, permit or other instrument, or as provided by law, does not cause any default under or termination of such Capital Lease, agreement, license, permit or other instrument or the loss of any material right of a Borrower thereunder; provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Agreement, proceeds or products of any such Capital Lease, agreement, license, permit or other instrument of a Borrower or any accounts receivable or the right to payments due or to become due a Borrower under any such agreement or other instrument.

# 8.2. EXTENT AND DURATION OF SECURITY INTEREST; NOTICE.

(a) The security interest created and granted herein is in addition to, and supplemental of, any security interest previously granted by any Borrower to the Collateral Agent and shall continue in full force and effect applicable to all Liabilities until both (a) all Liabilities have been paid and/or satisfied in full and (b) the security interest created herein is specifically terminated in writing by a duly authorized officer of the Collateral Agent.

(b) It is intended that the Collateral Interests created herein extend to and cover all assets of each Borrower.

(c) If a Borrower shall at any time acquire a Commercial Tort Claim, the Borrowers' Representative shall promptly notify the Administrative Agent in writing of the details thereof and the Borrower shall take such actions as the Collateral Agent shall request in order to grant to the Collateral Agent, for the benefit of the Lenders as their interests may appear herein, a perfected and first priority security interest therein and in the Proceeds thereof.

### **ARTICLE 9 - Collateral Agent As Attorney-In-Fact:**

**9.1. APPOINTMENT AS ATTORNEY-IN-FACT.** Each Borrower hereby irrevocably constitutes and appoints the Collateral Agent as that (acting through any of its officers) Borrower's true and lawful attorney, with full power of substitution, following the occurrence of an Event of Default, to convert the Collateral into cash at the sole risk, cost, and expense of that Borrower, but for the sole benefit of the Agents and the Secured Parties. The rights and powers granted the Collateral Agent by this appointment include but are not limited to the right and power to:

(a) Prosecute, defend, compromise, or release any action relating to the Collateral.

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(b) Sign change of address forms to change the address to which each Borrower's mail is to be sent to such address as the Collateral Agent shall designate; receive and open each Borrower's mail; remove any Receivables Collateral and Proceeds of Collateral therefrom and turn over the balance of such mail either to the Borrowers' Representative or to any trustee in bankruptcy or receiver of the Borrowers' Representative, or other legal representative of a Borrower whom the Collateral Agent determines to be the appropriate person to whom to so turn over such mail.

(c) Endorse the name of the relevant Borrower in favor of the Collateral Agent upon any and all checks, drafts, notes, acceptances, or other items or instruments; sign and endorse the name of the relevant Borrower on, and receive as secured party, any of the Collateral, any invoices, schedules of Collateral, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other documents of title respectively relating to the Collateral.

(d) Sign the name of the relevant Borrower on any notice to that Borrower's Account Debtors or verification of the Receivables Collateral; sign the relevant Borrower's name on any Proof of Claim in Bankruptcy against Account Debtors, and on notices of lien, claims of mechanic's liens, or assignments or releases of mechanic's liens securing the Accounts.

(e) Take all such action as may be necessary to obtain the payment of any letter of credit and/or banker's acceptance of which any Borrower is a beneficiary.

(f) Repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of each Borrower.

(g) Use, license or transfer any or all General Intangibles of each Borrower.

**9.2.** NO OBLIGATION TO ACT. The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1 herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith or constituted willful misconduct.

### **ARTICLE 10 - Events of Default:**

The occurrence of any event described in this Article 10 respectively shall constitute an "**Event of Default**" herein. The occurrence of any Event of Default shall also constitute, without notice or demand, a default under all other agreements between any Agent and any Lender and any Loan Party and instruments and papers heretofore, now, or hereafter given any Agent and any Lender by any Loan Party.

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**10.1. FAILURE TO PAY THE CREDIT FACILITIES.** The failure by any Loan Party to pay when due any principal of, interest on, or fees in respect of, the Credit Facilities.

**10.2. FAILURE TO MAKE OTHER PAYMENTS.** The failure by any Loan Party to pay within five (5) Business Days when due (or upon demand, if payable on demand) any payment Liability other than any payment liability on account of the principal of, or interest on, or fees in respect of, the Credit Facilities.

**10.3. FAILURE TO PERFORM COVENANT OR LIABILITY (NO GRACE PERIOD).** The failure by any Loan Party to promptly, punctually, faithfully and timely perform, discharge, or comply with any covenant or Liability not otherwise described in Section 10.1 or Section 10.2 hereof, and included in any of the following provisions hereof:

Section	
	Relates to:
4.2(c)	State of Organization, State Identification Number and Taxpayer Identification Number
4.3(b)	Notice of Name Change
4.5	Location of Collateral
4.7(a)	Title to Assets
4.8	Indebtedness
4.9	Insurance Policies
4.20	Dividends, Investments and Other Entity Actions
4.26	Affiliate Transactions
4.27	Further Assurances
6.1	Use of Inventory Collateral
Article 7	Cash Management (except if the failure to comply is as a result of force majeure or through no fault of the Loan Parties)

**10.4. FINANCIAL REPORTING REQUIREMENTS.** The failure by any Loan Party to promptly, punctually, faithfully and timely perform, discharge, or comply with the financial reporting requirements included in Article 5, subject, however, to the following limited number of grace periods applicable to certain of those requirements:

REPORT / STATEMENT	REQUIRED BY SECTION	GRACE PERIOD	NUMBER OF GRACE PERIODS
Borrowing Base Certificates	5.4	One Business Day	Three per Fiscal Quarter
Monthly Reports (30 Days)	5.5	Three Business Days	Three in any 12 months

**10.5. FAILURE TO PERFORM COVENANT OR LIABILITY (GRACE PERIOD).** The failure by any Loan Party, within fifteen (15) days following the earlier of any Loan Party's knowledge of a breach of any covenant or Liability not described in any of Sections 10.1, 10.2, 10.3, or 10.4, or of the Borrowers' Representative's receipt of written notice from the Administrative Agent of the breach of any such covenants or Liabilities.

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**10.6. MISREPRESENTATION.** The determination by the Administrative Agent that any representation or warranty at any time made by any Loan Party to any Agent or any Lender was not true or complete in all material respects when given.

**10.7. ACCELERATION OF OTHER DEBT; BREACH OF LEASE.** The occurrence of any event such that any Indebtedness of any Loan Party in excess of \$1,000,000.00 to any creditor other than the Agent or any Lender could be accelerated (provided, that an event of default under the 12% Subordinated Note (or any Note Purchase Agreement under which such Subordinated Note is issued) caused solely by a breach of a representation or warranty shall not be an Event of Default hereunder) or, without the consent of a Loan Party, Leases with aggregate monthly rents of at least \$500,000.00 could be terminated prior to the stated termination date thereof (whether or not the subject creditor or lessor takes any action on account of such occurrence).

**10.8. DEFAULT UNDER OTHER AGREEMENTS.** The occurrence of any breach or default under any agreement between the Agent or any Lender and any Loan Party or instrument or paper given the Agent or any Lender by any Loan Party not constituting a Loan Document, whether such agreement, instrument, or paper now exists or hereafter arises, with respect to Indebtedness in excess of \$1,000,000.00 (notwithstanding that the Agent or the subject Lender may not have exercised its rights upon default under any such other agreement, instrument or paper).

**10.9.** UNINSURED CASUALTY LOSS. The occurrence of any uninsured loss, theft, damage, or destruction of or to any material portion of the Collateral.

## 10.10. ATTACHMENT; JUDGMENT; RESTRAINT OF BUSINESS.

(a) The service of process upon any Agent or any Lender or any Participant of a court order or order of any other applicable governmental authority attaching, by trustee, mesne, or other process, any funds of any Loan Party on deposit with, or assets of any Loan Party in the possession of, that Agent or that Lender or such Participant.

(b) The entry of judgments against any Loan Party, to the extent not covered by insurance (subject to a reasonable deductible) aggregating more than \$750,000, which judgments are not satisfied (if a money judgment) or appealed from (with execution or similar process stayed) within thirty (30) days of entry.

(c) The entry of any order or the imposition of any other process having the force of law, the effect of which is to restrain in any material way the conduct by any Loan Party of its business in the ordinary course.

**10.11. INDICTMENT - FORFEITURE.** The indictment of, or institution of any legal process or proceeding against, any Loan Party, under any federal, state, municipal, and other civil or criminal statute, rule, regulation, order, or other requirement having the force of law where the relief, penalties, or remedies sought or available include the forfeiture of more than a

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*de minimis* part of the property of that Loan Party and/or the imposition of any stay or other order, the effect of which could be to restrain in any material way the conduct by any Loan Party of its business in the ordinary course.

# **10.12.** CHALLENGE TO LOAN DOCUMENTS.

(a) Any challenge by or on behalf of the Borrowers' Representative, any Loan Party to the validity of any Loan Document or the applicability or enforceability of any Loan Document strictly in accordance with the subject Loan Document's terms or which seeks to void, avoid, limit, or otherwise adversely affect any security interest created by or in any Loan Document or any payment made pursuant thereto.

(b) Any determination by any court or any other judicial or government authority that any Loan Document is not enforceable strictly in accordance with the subject Loan Document's terms or which voids, avoids, limits, or otherwise adversely affects any security interest created by any Loan Document or any payment made pursuant thereto.

## 10.13. CHANGE IN CONTROL. Any Change in Control.

**10.14. BUSINESS FAILURE.** Any act by, against or relating to any Loan Party, or its property or assets, which act constitutes the determination by any Loan Party to initiate or acquiesce to: a program of partial or total self-liquidation; an application for, consent to, or sufferance of the appointment of a receiver, trustee, or other person, pursuant to court action or otherwise, with respect to all or any part of any Loan Party's property; the granting of any trust mortgage or execution of an assignment for the benefit of the creditors of any Loan Party; any other voluntary or involuntary liquidation or extension of debt agreement for any Loan Party; the offering by, or entering into by, any Loan Party of any composition, extension, or any other arrangement seeking relief from or extension of the debts of any Loan Party; or the initiation of any judicial or non-judicial proceeding or agreement by, against, or including any Loan Party of the liquidation or winding up of all or any part of any Loan Party's business or operations.

**10.15. BANKRUPTCY.** The failure by any Loan Party to generally pay the debts of that Loan Party as they mature; adjudication of bankruptcy or insolvency relative to any Loan Party; the entry of an order for relief or similar order with respect to any Loan Party in any proceeding pursuant to the Bankruptcy Code or any other federal bankruptcy law; the filing of any complaint, application, or petition by any Loan Party initiating any matter in which any Loan Party is or may be granted any relief from the debts of that Loan Party pursuant to the Bankruptcy Code or any other insolvency statute or procedure; the filing of any complaint, application, or petition against any Loan Party initiating any matter in which that Loan Party is or may be granted any relief from the debts of that Loan Party pursuant to the Bankruptcy Code or any other insolvency statute or procedure; the filing of any complaint, application, or petition against any Loan Party initiating any matter in which that Loan Party is or may be granted any relief from the debts of that Loan Party pursuant to the Bankruptcy Code or any other insolvency statute or procedure, which complaint, application, or petition is not timely contested in good faith by that Loan Party by appropriate proceedings or, if so contested, is not dismissed within ninety (90) days of when filed.

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**10.16. TERMINATION OF BUSINESS.** Unless subject to the prior written consent of the Agent, the determination of the Loan Parties, whether by vote of the Loan Parties' board of directors or otherwise to: suspend the operation of the Loan Parties' business in the ordinary course, liquidate all or a material portion of the Loan Parties' assets or Stores, or employ an agent or other third party to conduct any so-called store closing, store liquidation or "Going-Out-Of-Business" sales (other than in connection with a Permitted Asset Disposition).

**10.17. PAYMENT OF OTHER INDEBTEDNESS.** The Loan Parties shall prepay or discharge any Indebtedness prior to its maturity date except as expressly permitted hereunder.

**10.18. DEFAULT BY GUARANTOR; TERMINATION OF GUARANTY.** The occurrence of any Guarantor Default and/or the termination or attempted termination of any Guaranty Agreement by any Person.

**10.19. MATERIAL ADVERSE CHANGE.** An event shall have occurred or failed to occur, which occurrence or failure is or could have a materially adverse effect upon the financial condition of Casual Male and its Subsidiaries when compared with such financial condition as of October 28, 2006.

# **ARTICLE 11 - RIGHTS AND REMEDIES UPON DEFAULT:**

**11.1. ACCELERATION.** Upon the occurrence of any Event of Default, the Administrative Agent may (and on the issuance of Acceleration Notice(s) requisite to the causing of Acceleration, the Administrative Agent shall) declare all Indebtedness of the Loan Parties to the Lenders to be immediately due and payable and may exercise all of the Administrative Agent's Rights and Remedies (and the Collateral Agent may likewise exercise all of its rights and remedies upon default) as the Administrative Agent from time to time thereafter determines as appropriate.

**11.2. RIGHTS OF ENFORCEMENT.** The Collateral Agent shall have all of the rights and remedies of a secured party upon default under the UCC, in addition to which the Collateral Agent shall have all and each of the following rights and remedies:

(a) To give notice to any bank at which any DDA or Blocked Account is maintained and in which Proceeds of Collateral are deposited, to turn over such Proceeds directly to the Collateral Agent.

(b) To give notice to any customs broker of any of the Loan Parties to follow the instructions of the Collateral Agent as provided in any written agreement or undertaking of such broker in favor of the Collateral Agent.

(c) To collect the Receivables Collateral with or without the taking of possession of any of the Collateral.

(d) To take possession of all or any portion of the Collateral.

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(e) To sell, lease, or otherwise dispose of any or all of the Collateral, in its then condition or following such preparation or processing as the Collateral Agent deems advisable and with or without the taking of possession of any of the Collateral.

(f) Subject to the terms of store leases and provisions of applicable law, to conduct one or more going out of business sales which include the sale or other disposition of the Collateral.

(g) To apply the Receivables Collateral or the Proceeds of the Collateral towards (but not necessarily in complete satisfaction of) the Liabilities.

(h) To exercise all or any of the rights, remedies, powers, privileges, and discretions under all or any of the Loan Documents.

### **11.3. SALE OF COLLATERAL.**

(a) Any sale or other disposition of the Collateral may be at public or private sale upon such terms and in such manner as the Collateral Agent deems advisable, having due regard to compliance with any statute or regulation which might affect, limit, or apply to the Collateral Agent's disposition of the Collateral.

(b) The Collateral Agent, in the exercise of the Collateral Agent's rights and remedies upon default, may, subject to the terms of store leases and provisions of applicable law, conduct, or may require the Loan Parties to conduct, one or more going out of business sales, in the Collateral Agent's own right or by one or more agents and contractors. Subject to the terms of store leases such sale(s) may be conducted upon any premises owned, leased, or occupied by any Loan Party. Subject to applicable law, the Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor). The Borrowers shall have no responsibility or liability for any such augmented inventory. Any amounts realized from the sale of such goods which constitute augmentations to the Inventory (net of an allocable share of the costs and reasonable expenses incurred in their disposition) shall be the sole property of the Collateral Agent or such agent or contractor and neither any Loan Party nor any Person claiming under or in right of any Loan Party shall have any interest therein. The proceeds of any such going out of business sale which is conducted by a Loan Party at the request of the Collateral Agent shall be first applied to the direct costs of such sale.

(c) Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Collateral Agent shall provide the Borrowers' Representative such notice as may be practicable under the circumstances), the Collateral Agent shall give the Borrowers' Representative at least ten (10) days prior written notice of the date, time, and place of any proposed public sale, and of the date after which any private sale or other disposition of the Collateral may be made. Each Borrower agrees that such written notice shall satisfy all requirements for notice to that Borrower which are imposed under the UCC or other applicable law with respect to the exercise of the Collateral Agent's rights and remedies upon default.

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(d) The Collateral Agent, the Administrative Agent, and any Lender may purchase the Collateral, or any portion of it at any sale held under this Article.

(e) If any of the Collateral is sold, leased, or otherwise disposed of by the Collateral Agent on credit, the Liabilities shall not be deemed to have been reduced as a result thereof unless and until payment is finally received thereon by the Collateral Agent.

(f) The Collateral Agent shall turn over to the Administrative Agent the proceeds of the exercise by the Collateral Agent of its rights and remedies under this Article 11. The Administrative Agent shall apply the proceeds of the Collateral Agent's exercise of its rights and remedies upon default pursuant to this Article 11 in accordance with Sections 13.6 and 13.7.

**11.4. OCCUPATION OF BUSINESS LOCATION.** In connection with the Collateral Agent's exercise of the Collateral Agent's rights under this Article 11, the Collateral Agent may enter upon, occupy, and use any premises owned or occupied by each Loan Party, and may exclude each Loan Party from such premises or portion thereof as may have been so entered upon, occupied, or used by the Collateral Agent. The Collateral Agent shall not be required to remove any of the Collateral from any such premises upon the Collateral Agent's taking possession thereof, and may render any Collateral unusable to the Loan Parties. In no event shall the Collateral Agent be liable to any Loan Party for use or occupancy by the Collateral Agent of any premises pursuant to this Article 11 nor for any charge (such as wages for any Loan Party's employees and utilities) incurred in connection with the Collateral Agent's exercise of the Collateral Agent's Rights and Remedies.

**11.5. GRANT OF NONEXCLUSIVE LICENSE.** Except to the extent prohibited by a Borrower's contractual obligations, which prohibition has been disclosed to the Administrative Agent, each Borrower hereby grants to the Collateral Agent a royalty free, nonexclusive and irrevocable license to use, apply, and affix any trademark, trade name, logo, or the like in which any Borrower now or hereafter has rights, such license being with respect to the Collateral Agent's exercise of the rights hereunder including, without limitation, in connection with any completion of the manufacture of Inventory or sale or other disposition of Inventory.

**11.6. ASSEMBLY OF COLLATERAL.** The Collateral Agent may require any Borrower to assemble the Collateral and make it available to the Collateral Agent at the Loan Parties' sole risk and expense at a place or places which are reasonably convenient to both the Collateral Agent and the Borrowers' Representative.

**11.7. RIGHTS AND REMEDIES.** The rights, remedies, powers, privileges, and discretions of the Administrative Agent hereunder (herein, the "**Agents' Rights and Remedies**") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by an Agent in exercising or enforcing any of the Agents' Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by an Agent of any Event

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of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Agents' Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between any Agent and any person, at any time, shall preclude the other or further exercise of the Agents' Rights and Remedies. No waiver by any Agent of any of the Agents' Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Agents' Rights and Remedies may be exercised at such time or times and in such order of preference as the Agents may determine. The Agents' Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Liabilities.

# **ARTICLE 12 - Loan Fundings and Distributions:**

# **12.1.** FUNDING PROCEDURES.

(a) The Agent shall advise each Lender, no later than 2:00 PM on a date on which any Loan (other than a SwingLine Loan) is to be made, that such Loan is to be made and whether the Loan is a Revolving Credit Loan or a Last Out Revolving Loan. Such advice, in each instance, may be by telephone or facsimile transmission, *provided that* if such advice is by telephone, it shall be confirmed in writing. Advice of a Loan shall include the amount of and interest rate applicable to the subject Loan.

(b) Subject to that Lender's Dollar Commitment, each Lender, by no later than the end of business on the day on which the subject Loan is to be made, shall Transfer that Lender's Percentage Commitment of the subject Loan to the Administrative Agent.

## **12.2.** SWINGLINE LOANS.

(a) In the event that, when a Revolving Credit Loan is requested, the aggregate unpaid balance of the SwingLine Loan is less than the SwingLine Loan Ceiling, then the SwingLine Lender may advise the Administrative Agent that the SwingLine Lender has determined to include up to the amount of the requested Revolving Credit Loan as part of the SwingLine Loan. In such event, the SwingLine Lender shall Transfer the amount of the requested Revolving Credit Loan to the Administrative Agent.

(b) The SwingLine Loan shall be converted to a Revolving Credit Loan in which all Revolving Credit Lenders participate as follows:

(i) At any time and from time to time, the SwingLine Lender may advise the Administrative Agent that all, or any part, of the SwingLine Loan is to be converted to a Revolving Credit Loan in which all Revolving Credit Lenders participate, provided that if the Administrative Agent is not so advised by the SwingLine Lender, then all SwingLine Loans shall be converted no less frequently than weekly to Revolving Credit Loans in which all Revolving Credit Lenders participate.

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(ii) At the initiation of a Liquidation, the then entire unpaid principal balance of the SwingLine Loan shall be converted to a Revolving Credit Loan in which all Revolving Credit Lenders participate.

In either such event, the Administrative Agent shall advise each Revolving Credit Lender of such conversion as if, and with the same effect as if, such conversion were the making of a Revolving Credit Loan as provided in Section 13.1.

(c) The SwingLine Lender, in separate capacities, may also be one or more Agents or Lenders.

(d) The SwingLine Lender, in its capacity as SwingLine Lender, is not a "Lender" for any of the following purposes:

(i) Except as otherwise specifically provided in the relevant Section, any distribution pursuant to Section 13.7.

(ii) Determination of whether the requisite holders of Loan Commitments have Consented to action requiring such Consent.

### **12.3.** Administrative Agent's Covering of Fundings:

(a) Each Lender shall make available to the Administrative Agent, as provided herein, that Lender's Percentage Commitment of the following:

(i) Each Revolving Credit Loan, up to the maximum amount of that Revolving Credit Lender's Revolving Credit Dollar Commitment of the Revolving Credit Loans.

(ii) Up to the maximum amount of that Revolving Credit Lender's Revolving Credit Dollar Commitment of each L/C Drawing (to the extent that such L/C Drawing is not "covered" by a Revolving Credit Loan as provided herein).

(iii) Each Last Out Revolving Loan, up to the maximum amount of that Last Out Lender's Last Out Revolving Credit Dollar Commitment of the Last Out Revolving Loans.

(b) In all circumstances, the Administrative Agent may:

(i) Assume that each Lender, subject to Section 12.3(a), timely shall make available to the Administrative Agent that Lender's Percentage Commitment of each Loan, notice of which is provided pursuant to Section 12.1 and shall make available, to the extent not "covered" by a Revolving Credit Loan, that Revolving Credit Lender's Revolving Credit Percentage Commitment of any honoring of an L/C.

(ii) In reliance upon such assumption, make available the corresponding amount to the Loan Parties.

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(iii) Assume that each Lender timely shall pay, and shall make available, to the Administrative Agent all other amounts which that Lender is obligated to so pay and/or make available hereunder or under any of the other Loan Documents.

(c) In the event that, in reliance upon any of such assumptions, the Administrative Agent makes available a Lender's Percentage Commitment of one or more Loans, or any other amount to be made available hereunder or under any of the other Loan Documents, which amount a Lender (a "**Delinquent Lender**") fails to provide to the Administrative Agent within One (1) Business Day of written notice of such failure, then:

(i) The amount which had been made available by the Administrative Agent is an "Administrative Agent's Cover" (and is so referred to herein).

(ii) All interest paid by the Loan Parties on account of the Loan or coverage of the subject L/C Drawing which consist of the Administrative Agent's Cover shall be retained by the Administrative Agent until the Administrative Agent's Cover, with interest, has been paid.

(iii) The Delinquent Lender shall pay to the Administrative Agent, on demand, interest at a rate equal to the prevailing federal funds rate on any Administrative Agent's Cover in respect of that Delinquent Lender

(iv) The Administrative Agent shall have succeeded to all rights to payment to which the Delinquent Lender otherwise would have been entitled hereunder in respect of those amounts paid by or in respect of the Loan Parties on account of the Administrative Agent's Cover together with interest until it is repaid. Such payments shall be deemed made first towards the amounts in respect of which the Administrative Agent's Cover was provided and only then towards amounts in which the Delinquent Lender is then participating. For purposes of distributions to be made pursuant to Section 12.4(a) (which relates to ordinary course distributions) or Section 13.6 (which relates to distributions of proceeds of a Liquidation) below, amounts shall be deemed distributable to a Delinquent Lender (and consequently, to the Administrative Agent to the extent to which the Administrative Agent is then entitled) at the highest level of distribution (if applicable) at which the Delinquent Lender would otherwise have been entitled to a distribution.

(v) Subject to Subsection 12.3(c)(iv) the Delinquent Lender shall be entitled to receive any payments from the Loan Parties to which the Delinquent Lender is then entitled, *provided however* there shall be deducted from such amount and retained by the Administrative Agent any interest to which the Administrative Agent is then entitled on account of Subsection 12.3(c)(ii) above.

(d) A Delinquent Lender shall not be relieved of any obligation of such Delinquent Lender hereunder (all and each of which shall constitute continuing obligations on the part of any Delinquent Lender).

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(e) A Delinquent Lender may cure its status as a Delinquent Lender by paying the Administrative Agent the aggregate of the following:

(i) The Administrative Agent's Cover (to the extent not previously repaid by the Loan Parties and retained by the Administrative Agent in accordance with Subsection 12.3(c)(iv), above) with respect to that Delinquent Lender.

Plus

(ii) The aggregate of the amount payable under Subsection 12.3(c)(iii), above (which relates to interest to be paid by that Delinquent Lender).

Plus

(iii) All such costs and expenses as may be incurred by the Administrative Agent in the enforcement of the Administrative Agent's rights against such Delinquent Lender.

**12.4. ORDINARY COURSE DISTRIBUTIONS: CREDIT FACILITIES.** (This Section 12.4 applies unless the provisions of Section 13.6 (which relates to distributions in the event of a Liquidation) become operative).

(a) Weekly, on such day as may be set from time to time by the Administrative Agent (or more frequently at the Administrative Agent's option), the Administrative Agent and each Lender shall settle up on amounts advanced under the Credit Facilities and collected funds received in the Concentration Account.

(b) The Administrative Agent shall distribute to the SwingLine Lender and to each Lender such Person's respective Pro-Rata share of interest payments on the Loans when actually received and collected by the Administrative Agent (excluding the one Business Day for settlement provided for in 7.5(a) which shall be for the account of the Administrative Agent only). For purposes of calculating interest due to a Lender, that Lender shall be entitled to receive interest on the actual amount contributed by that Lender towards the principal balance of the Loans outstanding during the applicable period covered by the interest payment made by the Loan Parties. Any net principal reductions to the Loans received by the Administrative Agent in accordance with the Loan Documents during such period shall not reduce such actual amount so contributed, for purposes of calculation of interest due to that Lender, until the Administrative Agent has distributed to that Lender its Pro-Rata share thereof.

(c) The Administrative Agent shall distribute fees paid on account of the Credit Facilities, as follows:

(i) L/C Fee (Section 2.21(a)): Pro-Rata to the Revolving Credit Lenders.

(ii) Revolving Credit Unused Line Fee (Section 2.18): Pro-Rata to the Revolving Credit Lenders.

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(iii) Last Out Unused Line Fee (Section 2.16): Pro Rata to the Last Out Revolving Lenders.

(iv) Commitment Fee (Section 2.16): As provided in separate letter agreements with the respective Lenders.

(d) No Lender shall have any interest in or right to receive any part of the following:

(i) Any interest which reflects "float" as described in the *proviso* included in Section 7.5(a), all of which float shall be for the account of the Administrative Agent only.

(ii) The Administrative Agent' s Fee (Section 2.17) to be paid by the Loan Parties to the Administrative Agent.

(iii) Fees described in Section 2.21(b) (which relates to fees associated with, among other things, the issuance of L/C' s): Retained by the Issuer.

(iv) The Arrangement Fee which shall be retained by BAS.

(e) Any amount received by the Administrative Agent or the Collateral Agent as reimbursement for any cost or expense (including without limitation, reasonable attorneys' fees) shall be distributed by the Administrative Agent to that Person which is entitled to such reimbursement as provided in this Agreement (and if such Person(s) is (are) the Lenders, Pro-Rata determined as of the date on which the expense, in respect of which such reimbursement is being made, was incurred).

(f) Each distribution pursuant to this Section 12.4 is subject to Section 12.3(c), above (which relates to the effect of the failure of any Lender to have Transferred to the Administrative Agent any amount which that Lender is then obligated to so Transfer pursuant to the within Agreement).

### **ARTICLE 13 - Acceleration and Liquidation:**

### **13.1.** ACCELERATION NOTICES.

(a) The Administrative Agent may give the Collateral Agent and Lenders an Acceleration Notice at any time following the occurrence of an Event of Default.

(b) The SuperMajority Lenders may give the Administrative Agent an Acceleration Notice at any time following the occurrence of an Event of Default. Such notice may be by multiple counterparts, *provided that* counterparts executed by the requisite Lenders are received by the Administrative Agent within a period of five (5) consecutive Business Days.

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**13.2. ACCELERATION.** Unless stayed by judicial or statutory process, the Administrative Agent shall Accelerate the Liabilities. within a commercially reasonable time following:

(a) The Administrative Agent's giving of an Acceleration Notice to the Collateral Agent and the Lenders as provided in Section 13.1(a).

(b) The Administrative Agent's receipt of an Acceleration Notice from the SuperMajority Lenders, in compliance with Section 13.1(b).

**13.3. INITIATION OF LIQUIDATION.** Unless stayed by judicial or statutory process, a Liquidation shall be initiated by the Collateral Agent within a commercially reasonable time following Acceleration of the Liabilities.

# 13.4. ACTIONS AT AND FOLLOWING INITIATION OF LIQUIDATION.

(a) At the initiation of a Liquidation:

(i) The unpaid principal balance of the SwingLine Loan (if any) shall be converted to a Revolving Credit Loan in which all Revolving Credit Lenders participate.

(ii) The Administrative Agent and the Revolving Credit Lenders shall "net out" each Revolving Credit Lender's respective contributions towards the Revolving Credit Loans, so that each Revolving Credit Lender holds that Revolving Credit Lender's Revolving Credit Percentage Commitment of the Revolving Credit Loans and advances.

(b) Following the initiation of a Liquidation, each Revolving Credit Lender shall contribute, towards any L/C thereafter honored and not immediately reimbursed by the Loan Parties, that Revolving Credit Lender's Revolving Credit Percentage Commitment of such honoring.

(c) Following the initiation of a Liquidation, each Revolving Credit Lender shall contribute, towards any L/C thereafter honored and not immediately reimbursed by the Loan Parties, that Revolving Credit Lender's Revolving Credit Percentage Commitment of such honoring.

# 13.5. COLLATERAL AGENT' S CONDUCT OF LIQUIDATION.

(a) Any Liquidation shall be conducted by the Collateral Agent in the manner determined by it to be commercially reasonable.

(b) The Collateral Agent may establish one or more Nominees to "bid in" or otherwise acquire ownership to any Post Foreclosure Asset.

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(c) The Collateral Agent shall manage the Nominee and manage and dispose of any Post Foreclosure Assets with a view towards the realization of the economic benefits of the ownership of the Post Foreclosure Assets and in such regard, the Collateral Agent and/or the Nominee may operate, repair, manage, maintain, develop, and dispose of any Post Foreclosure Asset in such manner as the Collateral Agent determines as appropriate under the circumstances.

(d) Each Agent may decline to undertake or to continue taking a course of action or to execute an action plan (whether proposed by an Agent or a Lender) unless indemnified Pro-Rata to that Agent's satisfaction by the Lenders against any and all liability and expense which may be incurred by that Agent by reason of taking or continuing to take that course of action or action plan.

(e) The Administrative Agent and each Lender shall execute all such instruments and documents not inconsistent with the provisions of this Agreement as the Administrative Agent and/or the Nominee reasonably may request with respect to the creation and governance of any Nominee, the conduct of the Liquidation, and the management and disposition of any Post Foreclosure Asset.

### **13.6. DISTRIBUTION OF LIQUIDATION PROCEEDS.**

(a) The Collateral Agent may establish one or more reasonably funded reserve accounts into which proceeds of the conduct of any Liquidation may be deposited in anticipation of future expenses which may be incurred by any Agent in the exercise of rights as a secured creditor of the Loan Parties and prior claims which the Agents anticipate may need to be paid.

(b) The Collateral Agent shall distribute the proceeds of any Liquidation to the Administrative Agent.

(c) The Administrative Agent shall distribute the net proceeds of Liquidation, as distributed to the Administrative Agent by the Collateral Agent pursuant to Section 13.6(b), in accordance with the relative priorities set forth in Section 13.7.

(d) Each Lender, on the written request of the Administrative Agent and/or any Nominee, not more frequently than once each month, shall reimburse the Agents and/or any Nominee, Pro-Rata, for any cost or expense reasonably incurred by the Agents and/or the Nominee in the conduct of a Liquidation, which amount is not covered out of current proceeds of the Liquidation, which reimbursement shall be paid over to and distributed by the Administrative Agent.

# **13.7.** RELATIVE PRIORITIES TO PROCEEDS OF LIQUIDATION.

(a) All distributions of proceeds of a Liquidation shall be net of payment over to the Agents as reimbursement for all reasonable third party costs and expenses incurred by the Agents and to Lenders' Special Counsel and to any funded reserve established pursuant to Section 13.6(a).

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(b) The relative priorities to the proceeds of a Liquidation shall be distributed based on the following relative priorities:

(i) First, to the SwingLine Lender, on account of any SwingLine Loans not converted to Revolving Credit Loans pursuant to Section 13.4(a)(i); and then

(ii) Second, to pay interest due with respect to all Loans;

(iii) Third, to the Revolving Credit Lenders (other than any Delinquent Lender) and Issuer, Pro-Rata, to the unpaid principal balance of Revolving Credit Loans and any amounts owed on account of any L/Cs (including as cash collateral for any undrawn L/Cs) and fees due to the Issuer on account thereof; and then

(iv) Fourth, to the Revolving Credit Lenders (other than any Delinquent Lender), Pro-Rata, to Revolving Credit Fees, and then

(v) Fifth, to the Last Out Revolving Lenders (other than any Delinquent Lender) Pro-Rata, to the unpaid principal balance of the Last Out Revolving Loans; and then

(vi) Sixth, to the Last Out Revolving Lenders (other than any Delinquent Lender) Pro-Rata, the Last Out Lenders Fees; and then

(vii) Seventh, to any Delinquent Lenders, Pro-Rata to amounts to which such Lenders otherwise would have been entitled pursuant to Subsections 13.7(b)(iii), through 13.7(b)(vi) and then

(viii) Eighth, to Bank of America, or any of its Affiliates providing cash management services to the extent of their exposure thereto; and then

(ix) Ninth, to the Secured Parties on account of any Liabilities arising in connection with any Hedge Agreement.

#### **ARTICLE 14 - THE AGENTS:**

#### **14.1.** APPOINTMENT OF THE AGENTS.

(a) Each Lender appoints and designates Bank of America as the "Administrative Agent" hereunder and under the Loan Documents.

(b) Each Lender appoints and designates Bank of America as the "Collateral Agent" hereunder and under the Loan Documents.

(c) Each Lender authorizes each Agent:

(i) To execute those of the Loan Documents and all other instruments relating thereto to which that Agent is a party.

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(ii) To take such action on behalf of the Lenders and to exercise all such powers as are expressly delegated to that Agent hereunder and in the Loan Documents and all related documents, together with such other powers as are reasonably incident thereto.

(d) Reserved.

(e) Wells Fargo Foothill, LLC. has been granted the title of "Syndication Agent", and National City Business Credit, Inc. has been granted the title of "Documentation Agent" in which capacity none shall have any rights nor any responsibilities. Any of the foregoing may resign such position at any time by written notice to the Administrative Agent and, in any event, shall cease to be Syndication Agent or Documentation Agent, as the case may be, contemporaneously with its ceasing to be a Revolving Credit Lender.

# 14.2. RESPONSIBILITIES OF AGENTS.

(a) The Administrative Agent shall have principal responsibilities for and primary authority for the administration of the credit facilities contemplated by this Agreement and for all matters for which the Collateral Agent is not responsible. In all instances where the allocation of responsibility and authority, as between the Collateral Agent and the Administrative Agent is in doubt, the Administrative Agent shall be vested with such responsibility and authority.

(b) The Collateral Agent shall have principal responsibilities for and primary authority for the conduct of the Liquidation and the distribution of the proceeds of such Liquidation.

(c) Neither Agent shall have any duties or responsibilities to, or any fiduciary relationship with, any Lender except for those expressly set forth in this Agreement.

(d) Neither Agent nor any of its Affiliates shall be responsible to any Lender for any of the following:

(i) Any recitals, statements, representations or warranties made by any Loan Party or any other Person.

(ii) Any appraisals or other assessments of the assets of any Loan Party or of any other Person responsible for or on account of the Liabilities.

(iii) The value, validity, effectiveness, genuineness, enforceability, or sufficiency of the Loan Agreement, the Loan Documents or any other document referred to or provided for therein.

(iv) Any failure by any Loan Party or any other Person (other than the subject Agent) to perform its obligations under the Loan Documents.

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(e) Each Agent may employ attorneys, accountants, and other professionals and agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such attorneys, accountants, and other professionals or agents or attorneys-in-fact selected by the subject Agent with reasonable care. No such attorney, accountant, other professional, agent, or attorney-in-fact shall be responsible for any action taken or omitted to be taken by any other such Person.

(f) Neither Agent, nor any of its directors, officers, or employees shall be responsible for any action taken or omitted to be taken or omitted to be taken by any other of them in connection herewith in reliance upon advice of their respective counsel nor, in any other event except for any action taken or omitted to be taken as to which a final judicial determination has been or is made (in a proceeding in which such Person has had an opportunity to be heard) that such Person had acted in a grossly negligent manner, in actual bad faith, or in willful misconduct.

(g) Neither Agent shall have any responsibility in any event for more funds than that Agent actually receives and collects.

(h) The Agents, in their separate capacities as Lenders, shall have the same rights and powers hereunder as any other Lender.

### 14.3. CONCERNING DISTRIBUTIONS BY THE AGENTS.

(a) Each Agent, in that Agent's reasonable discretion based upon that Agent's determination of the likelihood that additional payments will be received, expenses incurred, and/or claims made by third parties to all or a portion of such proceeds, may delay the distribution of any payment received on account of the Liabilities.

(b) Each Agent may disburse funds prior to determining that the sums which that Agent expects to receive have been finally and unconditionally paid to that Agent. If and to the extent that Agent does disburse funds and it later becomes apparent that the Agent did not then receive a payment in an amount equal to the sum paid out, then any Lender to whom the Agent made the funds available, on demand from the Agent, shall refund to the Administrative Agent the sum paid to that person.

(c) If, in the opinion of an Agent, the distribution of any amount received by that Agent might involve that Agent in liability, or might be prohibited hereby, or might be questioned by any Person, then that Agent may refrain from making distribution until that Agent's right to make distribution has been adjudicated by a court of competent jurisdiction.

(d) The proceeds of any Lender's exercise of any right of, or in the nature of, set-off shall be deemed, *First*, to the extent that a Lender is entitled to any distribution hereunder, to constitute such distribution and *Second*, shall be shared with the other Lenders as if distributed pursuant to (and shall be deemed as distributions under) Section 13.7.

(e) Each Lender recognizes that the crediting of the Loan Parties with the "proceeds" of any transaction in which a Post Foreclosure Asset is acquired is a non-cash transaction and that, in consequence, no distribution of such "proceeds" will be made by the Administrative Agent to any Lender.

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(f) In the event that (x) a court of competent jurisdiction shall adjudge that any amount received and distributed by the Administrative Agent is to be repaid or disgorged or (y) the requisite Lenders (as provided in Section 15.5(e)) determine to effect such repayment or disgorgement, then each Lender to which any such distribution shall have been made shall repay, to the Agent which had made such distribution, that Lender's Pro-Rata share of the amount so adjudged or determined to be repaid or disgorged.

**14.4. Dispute Resolution.** Any dispute among the Lenders and/or any Agent concerning the interpretation, administration, or enforcement of the financing arrangements contemplated by this or any other Loan Document or the interpretation or administration of this or any other Loan Document which cannot be resolved amicably shall be resolved in the United States District Court for the District of Massachusetts, sitting in Boston or in the Superior Court of Suffolk County, Massachusetts, to the jurisdiction of which courts each Lender hereby submits.

**14.5. DISTRIBUTIONS OF NOTICES AND OF DOCUMENTS.** The Administrative Agent will forward to each Lender, promptly after the Administrative Agent's receipt thereof, a copy of each notice or other document furnished to the Administrative Agent pursuant to this Agreement, including monthly, quarterly, and annual financial statements received from the Borrowers' Representative pursuant to Article 6 of this Agreement, other than any of the following:

- (a) Routine communications associated with requests for Loans and/or the issuance of L/C' s.
- (b) Routine or nonmaterial communications.

(c) Any notice or document required by any of the Loan Documents to be furnished to the Lenders by the Borrowers' Representative.

(d) Any notice or document of which the Administrative Agent has knowledge that such notice or document had been forwarded to the Lenders other than by the Administrative Agent.

### **14.6.** CONFIDENTIAL INFORMATION.

(a) Each Lender will maintain, as confidential (other than to their respective attorneys, agents, accountants, participants and prospective participants) all of the following:

(i) Proprietary approaches, techniques, and methods of analysis which are applied by the Administrative Agent in the administration of the credit facility contemplated by this Agreement.

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(ii) Proprietary forms and formats utilized by the Administrative Agent in providing reports to the Lenders pursuant hereto, which forms or formats are not of general currency.

(iii) Confidential information provided by any Loan Party pursuant to the Loan Documents, other than any information which becomes known to the general public through sources other than that Lender.

(b) Nothing included herein shall prohibit the disclosure of any such information as may be required to be provided by judicial process or by regulatory authorities having jurisdiction over any party to this Agreement.

14.7. RELIANCE BY AGENTS. Each Agent shall be entitled to rely upon any certificate, notice or other document (including any cable, telegram, telex, or facsimile) reasonably believed by that Agent to be genuine and correct and to have been signed or sent by or on behalf of the proper person or persons, and upon advice and statements of attorneys, accountants and other experts selected by that Agent. As to any matters not expressly provided for in this Agreement, any Loan Document, or in any other document referred to therein, that Agent shall in all events be fully protected in acting, or in refraining from acting, in accordance with the applicable Consent required by this Agreement. Instructions given with the requisite Consent shall be binding on all Lenders.

### 14.8. NON-RELIANCE ON AGENTS AND OTHER LENDERS.

(a) Each Lender represents to all other Lenders and to the Agents that such Lender:

(i) Independently and without reliance on any representation or act by any Agent or by any other Lender, and based on such documents and information as that Lender has deemed appropriate, has made such Lender's own appraisal of the financial condition and affairs of the Loan Parties and decision to enter into this Agreement.

(ii) Has relied upon that Lender's review of the Loan Documents by that Lender and by counsel to that Lender as that Lender deemed appropriate under the circumstances.

(b) Each Lender agrees that such Lender, independently and without reliance upon any Agent or any other Lender, and based upon such documents and information as such Lender shall deem appropriate at the time, will continue to make such Lender's own appraisals of the financial condition and affairs of the Loan Parties when determining whether to take or not to take any discretionary action under this Agreement.

(c) Neither Agent in the discharge of that Agent's duties hereunder, shall be required to make inquiry of, or to inspect the properties or books of, any Person.

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(d) Except for notices, reports, and other documents and information expressly required to be furnished to the Lenders by the Administrative Agent hereunder (as to which, *see* Section 14.5), the Agents shall not have any affirmative duty or responsibility to provide any Lender with any credit or other information concerning any Person, which information may come into the possession of Agents or any Affiliate of an Agent.

(e) Each Lender, at such Lender's request, shall have reasonable access to all nonprivileged documents in the possession of the Agents, which documents relate to the Agents' performance of their duties hereunder.

**14.9. INDEMNIFICATION.** Without limiting the liabilities of the Loan Parties under any this or any of the other Loan Documents, each Lender shall indemnify each Agent, Pro-Rata, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys' fees and expenses and other out-of-pocket expenditures) which may at any time be imposed on, incurred by, or asserted against that Agent and in any way relating to or arising out of this Agreement or any other Loan Document or any documents contemplated by or referred to therein or the transactions contemplated thereby or the enforcement of any of terms hereof or thereof or of any such other documents, *provided, however*, no Lender shall be liable for any of the foregoing to the extent that any of the foregoing arises from any action taken or omitted to be taken by the subject Agent as to which a final judicial determination has been or is made (in a proceeding in which the subject Agent has had an opportunity to be heard) that the subject Agent had acted in a grossly negligent manner, in actual bad faith, or in willful misconduct.

# 14.10. RESIGNATION OF AGENT.

(a) An Agent may resign at any time by giving 60 days' prior written notice thereof to the Lenders and to the other Agent. Upon receipt of any such notice of resignation, the SuperMajority Lenders shall have the right to appoint a successor to such Agent (and if no Event of Default has occurred, with the consent of the Borrowers' Representative, not to be unreasonably withheld and, in any event, deemed given by the Borrowers' Representative if no written objection is provided by the Borrowers' Representative to the (resigning) Agent within seven (7) Business Days notice of such proposed appointment). If a successor Agent shall not have been so appointed and accepted such appointment within 30 days after the giving of notice by the resigning Agent, then the resigning Agent may appoint a successor Agent, which shall be a financial institution having a combined capital and surplus in excess of \$500,000,000.00. The consent of the Borrowers' Representative otherwise required by this Section 14.10(a) shall not be required if an Event of Default has occurred.

(b) Upon the acceptance of any appointment as an Agent hereunder by a successor Agent, such successor shall thereupon succeed to, and become vested with, all the rights, powers, privileges, and duties of the (resigning) Agent so replaced, and the (resigning) Agent shall be discharged from the (resigning) Agent's duties and obligations hereunder, other than on account of any responsibility for any action taken or omitted to be taken by the (resigning) Agent as to which a final judicial determination has been or is made (in a proceeding in which the (resigning) Person has had an opportunity to be heard) that such Person had acted in a grossly negligent manner or in bad faith.

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(c) After any retiring Agent's resignation, the provisions of this Agreement and of all other Loan Documents shall continue in effect for the retiring Person's benefit in respect of any actions taken or omitted to be taken by it while it was acting as an Agent.

### ARTICLE 15 - Action By Agents - Consents - Amendments - Waivers:

## **15.1. Administration of Credit Facilities.**

(a) Except as otherwise specifically provided in this Agreement, each Agent may take any action with respect to the credit facility contemplated by the Loan Documents as that Agent determines to be appropriate within their respective areas of responsibility and authority, as set forth in Sections 14.2(b) and 14.2(a), *provided, however*, neither Agent is under any affirmative obligation to take any action which it is not required by this Agreement or the Loan Documents specifically to so take.

(b) Except as specifically provided in the following Sections of this Agreement, whenever a Loan Document or this Agreement provides that action may be taken or omitted to be taken in an Agents' discretion, that Agent shall have the sole right to take, or refrain from taking, such action without, and notwithstanding, any vote of the Lender:

ACTIONS DESCRIBED IN	
SECTION	TYPE OF CONSENT REQUIRED
15.2	Majority Lenders
15.3	SuperMajority Revolving Credit Lenders
15.4	SuperMajority Lenders
15.5	Certain Consent
15.6	Unanimous Consent
15.7	Consent of SwingLine Lender
15.8	Consent of the Agents

(c) The rights granted to the Lenders in those sections referenced in Section 15.1(b) shall not otherwise limit or impair any Agent's exercise of its discretion under the Loan Documents.

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**15.2.** ACTIONS REQUIRING OR ON DIRECTION OF MAJORITY LENDERS. Except as otherwise provided in this Agreement, the Consent or direction of the Majority Lenders is required for any amendment, waiver, or modification of any Loan Document.

**15.3.** ACTIONS REQUIRING OR ON DIRECTION OF SUPERMAJORITY REVOLVING CREDIT LENDERS. The Consent or direction of the SuperMajority Revolving Credit Lenders is required as follows:

(a) The Lenders agree that any loan or advance under the Credit Facilities which results in a Protective OverAdvance may be made by the Administrative Agent in its discretion without the Consent of the Lenders and that each Lender shall be bound thereby, *provided*, *however*, the Consent or direction of the SuperMajority Revolving Credit Lenders is required to permit a Protective OverAdvance to be outstanding for more than 45 consecutive Business Days or more than twice in any twelve month period. (Any Protective OverAdvance which is permitted by this Section 15.3(a) is referred to as a "**Permitted Protective OverAdvance**").

(b) Amendment of the definition of "SuperMajority Revolving Credit Lenders".

### 15.4. ACTIONS REQUIRING CONSENT OR ON DIRECTION OF SUPERMAJORITY LENDERS.

(a) If any Default has occurred and is continuing, the SuperMajority Lenders may direct the Administrative Agent to suspend the Credit Facilities, whereupon, as long as a Default shall have occurred and be continuing, the only Loans which may be made are the following:

(i) Revolving Credit Loans made to "cover" the honoring of L/C' s.

(ii) Permitted Protective OverAdvances.

(iii) Loans made with Consent of the SuperMajority Lenders.

(b) If an Event of Default has occurred and not been duly waived, the SuperMajority Lenders may:

(i) Give the Administrative Agent an Acceleration Notice in accordance with Section 13.1(b)

(ii) Direct the Administrative Agent to increase the rate of interest to the default rate of interest as provided in, and to the extent permitted by, this Agreement.

(c) The definition of Availability Block shall not be amended in a manner to reduce the amount of the Availability Block without the Consent of the SuperMajority Lenders.

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15.5. ACTION REQUIRING CERTAIN CONSENT. The following Consent shall be required for the following actions:

### ACTION

### **REQUIRED CONSENT**

SwingLine Lender and the Majority Lenders.

(a) Increase in the SwingLine Ceiling:

All Lenders affected thereby other than any Delinquent Lender.

(b) Any increase in any Lender's Dollar Commitment or Percentage Commitment (other than by reason of the application of Section 15.11 (which deals with NonConsenting Credit Lenders) or Section 16.1 (which deals with assignments and participations)), it being understood that this Section 15.5(b) addresses changes to commitments inter se and not any increase in the Total Commitments.

(c) Any forgiveness of all or any portion of any payment Liability.

(d) Any decrease in any interest rate, fee or assessment payable under any of the Loan Documents and of any fee provided for by any Fee Letter (which may be amended by written agreement between the Borrowers' Representative on the one hand, and the Administrative Agent on the other). All Lenders adversely affected thereby (other than any Delinquent Lender, if otherwise applicable).

than any Delinquent Credit Lender, if otherwise applicable).

All Lenders whose payment Liability is being so forgiven (other

(e) Disgorgement as described in Section 14.3(f).

**15.6.** ACTIONS REQUIRING OR DIRECTED BY UNANIMOUS CONSENT. None of the following may take place except with Unanimous Consent:

(a) Any extension of the Maturity Date.

(b) Any release of all or substantially all of the Collateral not otherwise required or provided for in the Loan Documents or to facilitate a Liquidation.

(c) Any amendment of the definition of the terms "Borrowing Base", "Last Out Borrowing Base", "Availability" or "Aggregate Availability" or of any definition of any component thereof, such that more credit would be available to the Loan Parties, based on the same assets, as would have been available to the Loan Parties immediately prior to such amendment, *it being understood, however*, that:

(i) The foregoing shall not limit the adjustment by the Administrative Agent of any Reserve in the Administrative Agent's administration of the Credit Facilities as otherwise permitted by this Agreement.

(ii) The foregoing shall not prevent the Administrative Agent, in its administration of the Credit Facilities, from restoring any component of Borrowing Base which had been lowered by the Administrative Agent back to the value of such component, as stated in this Agreement or to an intermediate value.

(d) Any release of any Person obligated on account of the Liabilities (except in connection with a sale of such Person approved by the SuperMajority Lenders in accordance with the terms of this Agreement).

(e) The making of any Revolving Credit Loan which, when made, exceeds Availability and is not a Permitted Protective OverAdvance, *provided, however*,

(i) no Consent shall be required in connection with the making of any Revolving Credit Loan to "cover" any honoring of a drawing under any L/C; and

(ii) each Lender recognizes that subsequent to the making of a Revolving Credit Loan which does not constitute a Permitted Protective OverAdvance, the unpaid principal balance of the Loan Account may exceed the Borrowing Base on account of changed circumstances beyond the control of the Administrative Agent (such as a drop in collateral value).

(f) The waiver of the obligation of the Loan Parties to reduce the unpaid principal balance of the Credit Facilities to an amount which does not exceed a Permitted Protective OverAdvance or, subject to the time limits included in Section 15.3(a) (which places time and frequency limits on Permitted Protective OverAdvances).

(g) Any amendment of this Article 15.

(h) Amendment of any of the following Sections of this Agreement:

- (i) 12.4
- (ii) 13.6
- (iii) 13.7

(i) Amendment of any of the following Definitions:

"Appraised Inventory Liquidation Value"

"Majority Lenders"

"Permitted Protective OverAdvance"

"SuperMajority Lenders"

"Unanimous Consent"

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**15.7.** ACTIONS REQUIRING SWINGLINE LENDER CONSENT. No action, amendment, or waiver of compliance with, any provision of the Loan Documents or of this Agreement which affects the SwingLine Lender may be undertaken without the Consent of the SwingLine Lender.

### 15.8. ACTIONS REQUIRING AGENTS' CONSENT.

(a) No action, amendment, or waiver of compliance with, any provision of the Loan Documents or of this Agreement which affects an Agent in its capacity as an Agent may be undertaken without the written consent of the Agents.

(b) No action referenced herein which affects the rights, duties, obligations, or liabilities of an Agent shall be effective without the written consent of the Agents.

# **15.9.** MISCELLANEOUS ACTIONS.

(a) Notwithstanding any other provision of this Agreement, no single Lender independently may exercise any right of action or enforcement against or with respect to any Loan Party.

(b) Each Agent shall be fully justified in failing or refusing to take action under this Agreement or any Loan Document on behalf of any Lender unless that Agent shall first:

(i) receive such clear, unambiguous, written instructions as that Agent deems appropriate; and

(ii) be indemnified to that Agent's satisfaction by the Lenders against any and all liability and expense which may be incurred by that Agent by reason of taking or continuing to take any such action, unless such action had been grossly negligent, in willful misconduct, or in bad faith.

(c) Each Agent may establish reasonable procedures for the providing of direction and instructions from the Lenders to that Agent, including its reliance on multiple counterparts, facsimile transmissions, and time limits within which such direction and instructions must be received in order to be included in a determination of whether the requisite Loan Commitments has provided its direction, Consent, or instructions.

## 15.10. ACTIONS REQUIRING BORROWERS' REPRESENTATIVE'S CONSENT.

(a) The Borrowers' Representative's consent is required for any amendment of this Agreement, except that each of the following Articles of this Agreement may be amended without the consent of the Borrowers' Representative:

rticle	Title of Article
2	Loan Fundings and Distributions
5	The Agents

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(b) The Borrowers' Representative's consent to the amendment of those provisions referenced in Section 15.10(a) shall be deemed given unless written objection is made, within seven (7) Business Days following the Administrative Agent's giving notice to the Borrowers' Representative of the proposed amendment; and

(i) shall not be required following the occurrence of any Event of Default.

# **15.11. NONCONSENTING LENDER.**

(a) In the event that a Lender (in this Section 15.11, a "**NonConsenting Lender**") does not provide its Consent to a proposal by the Administrative Agent to take action which requires consent under this Article 15, then one or more Lenders who provided Consent to such action may require the assignment, without recourse and in accordance with the procedures outlined in Section 16.1, below, of the NonConsenting Lender's commitment hereunder on five (5) days written notice to the Administrative Agent and to the NonConsenting Lender.

(b) At the end of such five (5) days, *and provided that* the NonConsenting Lender delivers the Note held by the NonConsenting Lender to the Administrative Agent, the Lenders who have given such written notice shall Transfer the following to the NonConsenting Lender:

(i) Such NonConsenting Lender's Pro-Rata share of the principal and interest of the Loans to the date of such assignment.

(ii) All fees distributable hereunder to the NonConsenting Lender to the date of such assignment.

(iii) Any out-of-pocket costs and expenses for which the NonConsenting Lender is entitled to reimbursement from the Loan Parties.

(c) In the event that the NonConsenting Lender fails to deliver to the Administrative Agent the Note held by the NonConsenting Lender as provided in Section 15.11(b), then:

(i) The amount otherwise to be Transferred to the NonConsenting Lender shall be Transferred to the Administrative Agent and held by the Administrative Agent, without interest, to be turned over to the NonConsenting Lender upon delivery of the Note held by that NonConsenting Lender.

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(ii) The Note held by the NonConsenting Lender shall have no force or effect whatsoever.

(iii) The NonConsenting Lender shall cease to be a "Lender".

(iv) The Lender(s) which have Transferred the amount to the Administrative Agent as described above shall have succeeded to all rights and become subject to all of the obligations of the NonConsenting Lender as a "Lender".

(d) In the event that more than One (1) Lender wishes to require such assignment, the NonConsenting Lender's commitment hereunder shall be divided among such Lenders, pro-rata based upon their respective Loan Commitments, with the Administrative Agent coordinating such transaction.

(e) The Administrative Agent shall coordinate the retirement of the Note held by the NonConsenting Lender and the issuance of Notes to those Lenders which "take-out" such NonConsenting Lender, *provided, however*, no processing fee otherwise to be paid as provided in Section 16.2(b) shall be due under such circumstances.

#### **ARTICLE 16 - Assignments By Lenders:**

### **16.1.** Assignments and Assumptions.

Except as provided herein, each Lender (in this Section 16.1, an "Assigning Lender") may assign to one or more Eligible Assignees (in this Section 16.1, each an "Assignee Lender") all or a portion of that Lender's interests, rights and obligations under this Agreement and the Loan Documents (including all or a portion of its Commitment) and the same portion of the Loans at the time owing to it, and of the Note held by the Assigning Revolving Credit Lender, *provided that:* 

(a) The Administrative Agent shall have given its prior written consent to such assignment, which consent shall not be unreasonably withheld, but need not be given if the proposed assignment would result in any Assignee Lender having a Dollar Commitment of less than the "minimum hold" amount specified in Section 16.1(c).

(b) Each such assignment shall be of a constant, and not a varying, percentage of all the Assigning Lender's rights and obligations under this Agreement.

(c) Following the effectiveness of such assignment, the Assigning Lender's Dollar Commitment (if not an assignment of all of the Assigning Lender's Commitment) shall not be less than \$5,000,000.00.

(d) If no Event of Default has occurred, such assignment shall be subject to the consent of the Borrowers' Representative, not to be unreasonably withheld or delayed and which consent shall be deemed given if no written objection is received within seven (7) days of the Borrowers' Representative's receipt of notice of such proposed assignment.

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**16.2. ASSIGNMENT PROCEDURES.** (This Section 16.2 describes the procedures to be followed in connection with an assignment effected pursuant to this Article 16 and permitted by Section 16.1).

(a) The parties to such an assignment shall execute and deliver to the Administrative Agent, for recording in the Register, an Assignment and Acceptance substantially in the form of **EXHIBIT 16.1**, annexed hereto (an "Assignment and Acceptance").

(b) The Assigning Lender shall deliver to the Administrative Agent, with such Assignment and Acceptance, the Note held by the subject Assigning Lender and the Administrative Agent's processing fee of \$3,000.00, *provided, however*, no such processing fee shall be due where the Assigning Lender is one of the Lenders at the initial execution of this Agreement.

(c) The Administrative Agent shall maintain a copy of each Assignment and Acceptance delivered to it and a register or similar list (the "**Register**") for the recordation of the names and addresses of the Lenders and of the Loan Commitments, the Revolving Credit Percentage Commitment of each Lender, Last Out Revolving Commitment Percentage, and the Last Out Commitments. The Register shall be available for inspection by the Lenders at any reasonable time and from time to time upon reasonable prior notice. In the absence of manifest error, the entries in the Register shall be conclusive and binding on all Lenders. The Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as a "Lender" hereunder for all purposes of this Agreement.

(d) The Assigning Revolving Credit Lender and Assignee Revolving Credit Lender, directly between themselves, shall make all appropriate adjustments in payments for periods prior to the effective date of an Assignment and Assumption.

### **16.3. EFFECT OF ASSIGNMENT.**

(a) From and after the effective date specified in an Assignment and Acceptance which has been executed, delivered, and recorded (which effective date the Administrative Agent may delay by up to five (5) Business Days after the delivery of such Assignment and Acceptance):

(i) The Assignee Lender:

(A) Shall be a party to this Agreement and the other Loan Documents (and to any amendments thereof) as fully as if the Assignee Lender had executed each.

(B) Shall have the rights of a Lender hereunder to the extent of the Loan Commitment, the Revolving Credit Percentage Commitment and Percentage Commitment assigned by such Assignment and Acceptance.

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(ii) The Assigning Lender shall be released from the Assigning Lender's obligations under this Agreement and the Loan Documents to the extent of the Commitment assigned by such Assignment and Acceptance.

(iii) The Administrative Agent shall undertake to obtain and distribute replacement Notes to the subject Assigning Revolving Credit Lender and Assignee Revolving Credit Lender.

(b) By executing and delivering an Assignment and Acceptance, the parties thereto confirm to and agree with each other and with all parties to this Agreement as to those matters which are set forth in the subject Assignment and Acceptance.

### **ARTICLE 17 - Notices:**

**17.1. NOTICE ADDRESSES.** All notices, demands, and other communications made in respect of any Loan Document (other than a request for a loan or advance or other financial accommodation under the Credit Facilities) shall be made to the following addresses, each of which may be changed upon seven (7) days written notice to all others given by certified mail, return receipt requested:

### If to either Agent:

Bank of America, N.A. 40 Broad Street Boston, Massachusetts 02109 Attention: Kathleen Dimock Managing Director Fax: 617-434-4312

#### With a copy to:

Riemer & Braunstein LLP Three Center Plaza Boston, Massachusetts 02108 Attention: Kevin J. Simard Esquire Fax: 617-880-3456

If to the Borrowers' Representative

And All Loan Parties:

Casual Male Retail Group, Inc. 555 Turnpike Street Canton, Massachusetts 02021 Attention: Dennis Hernreich Chief Financial Officer Fax: 781-828-3221

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#### With a copy to:

Greenberg Traurig LLP One International Place Boston, Massachusetts 02110 Attention: Jonathan Bell, Esquire Fax: 617-310-6001

## **17.2. NOTICE GIVEN.**

(a) Except as otherwise specifically provided herein, notices shall be deemed made and correspondence received, as follows (all times being local to the place of delivery or receipt):

(i) By mail: the sooner of when actually received or three (3) days following deposit in the United States mail, postage prepaid.

(ii) By recognized overnight express delivery: the Business Day following the day when sent.

(iii) By hand: If delivered on a Business Day after 9:00 AM and no later than three (3) hours prior to the close of customary business hours of the recipient, when delivered. Otherwise, at the opening of the then next Business Day.

(iv) By facsimile transmission (which must include a header on which the party sending such transmission is indicated): If sent on a Business Day after 9:00 AM and no later than three (3) hours prior to the close of customary business hours of the recipient, one (1) hour after being sent. Otherwise, at the opening of the then next Business Day.

(b) Rejection or refusal to accept delivery and inability to deliver because of a changed address or Facsimile Number for which no due notice was given shall each be deemed receipt of the notice sent.

**17.3.** WIRE INSTRUCTIONS. Subject to change in the same manner that a notice address may be changed (as to which, *see* Section 17.1), wire transfers to the Administrative Agent shall be made in accordance with the following wire instructions:

Bank of America, N.A.ABA No.026009593Acct Name:Bank of America Retail GroupAcct No. :530-39952Reference:Casual Male Retail Group

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#### **ARTICLE 18 - Term:**

**18.1. TERMINATION OF CREDIT FACILITIES.** The Credit Facilities shall remain in effect (subject to suspension as provided in Section 2.7(g) hereof) until the Termination Date.

### **18.2.** ACTIONS ON TERMINATION.

(a) On the Termination Date, the Loan Parties shall pay the Administrative Agent (whether or not then due), in immediately available funds, all then Liabilities including, without limitation: the following:

(i) The entire balance of the Loan Account (including the unpaid principal balance of the Loans and SwingLine Loan).

(ii) Any then remaining unpaid installments of the Commitment Fees.

(iii) Any then remaining unpaid installments of the Administrative Agent' s Fee.

(iv) Any payments due on account of the indemnification obligations included in Section 2.13(e).

(v) Any accrued and unpaid Unused Line Fee.

(vi) All unreimbursed costs and expenses of each Agent and of Lenders' Special Counsel for which each Loan Party is responsible.

(b) On the Termination Date, the Loan Parties shall also shall make such arrangements concerning any L/C's then outstanding as are reasonably satisfactory to the Administrative Agent (such as their being cash collateralized at 103 % of their then Stated Amount).

(c) Until such payment (Section 18.2(a)) and arrangements concerning L/C's (Section 18.2(b)), all provisions of this Agreement, other than those included in Article 2 which place any obligation on the Administrative Agent or any Lender to make any loans or advances or to provide any financial accommodations to any Borrower shall remain in full force and effect until all Liabilities shall have been paid in full.

(d) The release by the Collateral Agent of the Collateral Interests granted the Collateral Agent by the Loan Parties hereunder may be upon such conditions and indemnifications as the Administrative Agent reasonably may require.

### **ARTICLE 19 - General:**

**19.1. PROTECTION OF COLLATERAL.** No Agent has any duty as to the collection or protection of the Collateral beyond the safe custody of such of the Collateral as may come into the possession of that Agent.

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**19.2. PUBLICITY.** The Agent may issue a "tombstone" notice of the establishment of the credit facility contemplated by this Agreement and may make reference to each Loan Party (and may utilize any logo or other distinctive symbol associated with each Loan Party) in connection with any advertising, promotion, or marketing undertaken by the Agent.

**19.3.** SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the Borrowers' Representative, each Loan Party, and their respective representatives, successors, and assigns and shall inure to the benefit of each Agent and each Lender and their respective successors and assigns, *provided, however*, no trustee or other fiduciary appointed with respect to any Loan Party shall have any rights hereunder. In the event that any Agent or any Lender assigns or transfers its rights under this Agreement, the assignee shall thereupon succeed to and become vested with all rights, powers, privileges, and duties of such assignor hereunder and such assignor shall thereupon be discharged and relieved from its duties and obligations hereunder.

**19.4. SEVERABILITY.** Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

### **19.5.** Amendments. Course of Dealing.

(a) This Agreement and the other Loan Documents incorporate all discussions and negotiations between each Loan Party and each Agent and each Lender, either express or implied, concerning the matters included herein and in such other instruments, any custom, usage, or course of dealings to the contrary notwithstanding. No such discussions, negotiations, custom, usage, or course of dealings shall limit, modify, or otherwise affect the provisions thereof. No failure by any Agent or any Lender to give notice to the Borrowers' Representative of any Loan Party's having failed to observe and comply with any warranty or covenant included in any Loan Document shall constitute a waiver of such warranty or covenant or the amendment of the subject Loan Document.

(b) Each Loan Party may undertake any action otherwise prohibited hereby, and may omit to take any action otherwise required hereby, upon and with the express prior written consent of the Administrative Agent. Subject to Article 16, no consent, modification, amendment, or waiver of any provision of any Loan Document shall be effective unless executed in writing by or on behalf of the party to be charged with such modification, amendment, or waiver (and if such party is the Administrative Agent then by a duly authorized officer thereof). Any modification, amendment, or waiver provided by the Administrative Agent shall be in reliance upon all representations and warranties theretofore made to the Administrative Agent by or on behalf of the Loan Parties (and any other guarantor, endorser, or surety of the Liabilities) and consequently may be rescinded in the event that any of such representations or warranties was not true and complete in all material respects when given.

**19.6. POWER OF ATTORNEY.** In connection with all powers of attorney included in this Agreement, each Loan Party hereby grants unto the Administrative Agent (acting through any of its officers) full power to do any and all things necessary or appropriate in connection with the

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exercise of such powers as fully and effectually as that Loan Party might or could do, hereby ratifying all that said attorney shall do or cause to be done by virtue of this Agreement. No power of attorney set forth in this Agreement shall be affected by any disability or incapacity suffered by any Loan Party and each shall survive the same. All powers conferred upon the Administrative Agent or the Collateral Agent by this Agreement, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a written instrument executed by a duly authorized officer of the Administrative Agent.

**19.7. APPLICATION OF PROCEEDS.** The proceeds of any collection, sale, or disposition of the Collateral, or of any other payments received hereunder, shall be applied towards the Liabilities in such order and manner as the Administrative Agent determines in its sole discretion, consistent, *however*, with Sections 13.6 and 13.7 and any other applicable provisions of this Agreement. The Loan Parties shall remain liable for any deficiency remaining following such application.

**19.8. INCREASED COSTS.** If, as a result of any Requirement of Law, or of the interpretation or application thereof by any court or by any governmental or other authority or entity charged with the administration thereof, whether or not having the force of law, which on and after the Closing Date:

(a) subjects any Lender to any taxes or changes the basis of taxation, or increases any existing taxes, on payments of principal, interest or other amounts payable by any Loan Party to the Administrative Agent or any Lender under this Agreement (except for taxes on the Administrative Agent or any Lender based on net income or capital imposed by the jurisdiction in which the principal or lending offices of the Administrative Agent or that Lender are located);

(b) imposes, modifies or deems applicable any reserve, cash margin, special deposit or similar requirements against assets held by, or deposits in or for the account of or loans by or any other acquisition of funds by the relevant funding office of any Lender;

- (c) imposes on any Lender any other condition with respect to any Loan Document; or
- (d) imposes on any Lender a requirement to maintain or allocate capital in relation to the Liabilities;

and the result of any of the foregoing, in such Lender's reasonable opinion, is to increase the cost to that Lender of making or maintaining any loan, advance or financial accommodation or to reduce the income receivable by that Lender in respect of any loan, advance or financial accommodation by an amount which that Lender deems to be material, then upon written notice from the Administrative Agent, from time to time, to the Borrowers' Representative (such notice to set out in reasonable detail the facts giving rise to and a summary calculation of such increased cost or reduced income), the Loan Parties shall forthwith pay to the Administrative Agent, for the subject Revolving Credit Lender, upon receipt of such notice, that amount which shall compensate the subject Lender for such additional cost or reduction in income.

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#### 19.9. COSTS AND EXPENSES OF AGENTS AND LENDERS.

(a) The Loan Parties shall pay from time to time on demand all Costs of Collection and all reasonable costs, expenses, and disbursements (including reasonable attorneys' fees and expenses) which are incurred by each Agent in connection with the preparation, negotiation, execution, and delivery of this Agreement and of any other Loan Documents, and all other reasonable costs, expenses, and disbursements which may be incurred in connection with or in respect to the credit facility contemplated hereby or which otherwise are incurred with respect to the Liabilities.

(b) The Loan Parties shall pay from time to time on demand all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Lenders to Lenders' Special Counsel.

(c) Each Loan Party authorizes the Administrative Agent to pay all such fees and expenses and in the Administrative Agent's discretion, to add such fees and expenses to the Loan Account.

(d) The undertaking on the part of each Loan Party in this Section 19.9 shall survive payment of the Liabilities and/or any termination, release, or discharge executed by any Agent in favor of any Loan Party, other than a termination, release, or discharge which makes specific reference to this Section 19.9.

**19.10. COPIES AND FACSIMILES.** Each Loan Document and all documents and papers which relates thereto which have been or may be hereinafter furnished any Agent or any Lender may be reproduced by any Lender or by any Agent by any photographic, microfilm, xerographic, digital imaging, or other process, and such Person making such reproduction may destroy any document so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). Any facsimile which bears proof of transmission shall be binding on the party which or on whose behalf such transmission was initiated and likewise shall be so admissible in evidence as if the original of such facsimile had been delivered to the party which or on whose behalf such transmission was received.

**19.11. MASSACHUSETTS LAW.** This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof).

**19.12. INDEMNIFICATION.** The Borrowers' Representative and each Loan Party shall indemnify, defend, and hold each Agent and each Lender and any of their respective employees, officers, or agents (each, an "Indemnified Person") harmless of and from any claim brought or threatened against any Indemnified Person by any Loan Party, any other guarantor or endorser of the Liabilities, or any other Person (as well as from reasonable attorneys' fees, expenses, and

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disbursements in connection therewith) on account of the relationship of the Borrowers' Representative, the Loan Parties or of any other guarantor or endorser of the Liabilities, including all costs, expenses, liabilities, and damages as may be suffered by any Indemnified Person in connection with (x) the Collateral; (y) the occurrence of any Event of Default; or (z) the exercise of any rights or remedies under any of the Loan Documents (each of claims which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Administrative Agent's selection, but at the expense of the Borrowers' Representative and the Loan Parties) other than any claim as to which a final determination is made in a judicial proceeding (in which the Administrative Agent and any other Indemnified Person has had an opportunity to be heard), which determination includes a specific finding that the Indemnified Person seeking indemnification had acted in a grossly negligent manner or in actual bad faith or willful misconduct. This indemnification shall survive payment of the Liabilities and/or any termination, release, or discharge executed by the Administrative Agent in favor of the Borrowers' Representative and/or the Loan Parties, other than a termination, release, or discharge duly executed on behalf of the Administrative Agent which makes specific reference to this Section 19.12.

**19.13. RULES OF CONSTRUCTION.** The following rules of construction shall be applied in the interpretation, construction, and enforcement of this Agreement and of the other Loan Documents:

(a) Unless otherwise specifically provided for herein, interest and any fee or charge which is stated as a per annum percentage shall be calculated based on a 360 day year and actual days elapsed.

(b) Words in the singular include the plural and words in the plural include the singular.

(c) Any reference, herein, to a circumstance or event's having "more than a *de minimis* adverse effect" and any similar reference is to a circumstance or event which (x) in a well managed enterprise, would receive the active attention of senior management with a view towards its being reversed or remedied; or (y) if not reversed or remedied could reasonably be expected to lead to its becoming a material adverse effect.

(d) Titles, headings (indicated by being <u>underlined</u> or shown in SMALL CAPITALS) and any Table of Contents are solely for convenience of reference; do not constitute a part of the instrument in which included; and do not affect such instrument's meaning, construction, or effect.

(e) The words "includes" and "including" are not limiting.

(f) Text which follows the words "including, without limitation" (or similar words) is illustrative and not limitational.

(g) Text which is shown in *italics* (except for parenthesized italicized text), shown in **bold**, shown IN ALL CAPITAL LETTERS, or in any combination of the foregoing, shall be deemed to be conspicuous.

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(h) The words "may not" are prohibitive and not permissive.

(i) Any reference to a Person's "knowledge" (or words of similar import) are to such Person's knowledge assuming that such Person has undertaken reasonable and diligent investigation with respect to the subject of such "knowledge" (whether or not such investigation has actually been undertaken).

(j) Terms which are defined in one section of any Loan Document are used with such definition throughout the instrument in which so defined.

(k) The symbol "\$" refers to United States Dollars.

(1) Unless limited by reference to a particular Section or provision, any reference to "herein", "hereof", or "within" is to the entire Loan Document in which such reference is made.

(m) References to "this Agreement" or to any other Loan Document is to the subject instrument as amended to the date on which application of such reference is being made.

(n) Except as otherwise specifically provided, all references to time are to Boston time.

(o) In the determination of any notice, grace, or other period of time prescribed or allowed hereunder:

(i) Unless otherwise provided (I) the day of the act, event, or default from which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included unless such last day is not a Business Day, in which event the last day of the relevant period shall be the then next Business Day and (II) the period so computed shall end at 5:00 PM on the relevant Business Day.

(ii) The word "from" means "from and including".

(iii) The words "to" and "until" each mean "to, but excluding".

(iv) The word "through" means "to and including".

(p) The Loan Documents shall be construed and interpreted in a harmonious manner and in keeping with the intentions set forth in Section 19.14 hereof, *provided, however*, in the event of any inconsistency between the provisions of this Agreement and any other Loan Document, the provisions of this Agreement shall govern and control.

19.14. Intent. It is intended that:

(a) This Agreement take effect as a sealed instrument.

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(b) The scope of all Collateral Interests created by any Loan Party to secure the Liabilities be broadly construed in favor of the Administrative Agent and that they cover all assets of each Loan Party.

(c) All Collateral Interests created in favor of the Collateral Agent at any time and from time to time by any Loan Party secure all Liabilities, whether now existing or contemplated or hereafter arising.

(d) All reasonable costs, expenses, and disbursements incurred by any Agent, and, to the extent provide in Section 19.9 each Lender, in connection with such Person's relationship(s) with any Loan Party shall be borne by the Loan Parties.

(e) Unless otherwise explicitly provided herein, the Administrative Agent's consent to any action of any Loan Party which is prohibited unless such consent is given may be given or refused by the Administrative Agent in its sole discretion and without reference to Section 2.19 hereof.

**19.15. PARTICIPATIONS.** Each Lender may sell participations to one or more financial institutions (each, a "**Participant**") in that Lender's interests herein *provided that* no such participation shall include any provision which accords that Participant with any rights, *vis a vis* any Agent, with respect to any requirement herein for approval by a requisite number or proportion of the Lenders. No such sale of a participation shall relieve a Lender from that Lender's obligations hereunder nor obligate any Agent to any Person other than a Lender.

**19.16. RIGHT OF SET-OFF.** Any and all deposits or other sums at any time credited by or due to any Loan Party from any Agent or any Lender or any Participant or from any Affiliate of any of the foregoing, and any cash, securities, instruments or other property of any Loan Party in the possession of any of the foregoing, whether for safekeeping or otherwise (regardless of the reason such Person had received the same) to the extent permitted by law, shall at all times constitute security for all Liabilities and for any and all obligations of each Loan Party to each Agent and such Lender or any Participant or such Affiliate and following the occurrence of an Event of Default may be applied or set off against the Liabilities and against such obligations at any time, whether or not such are then due and whether or not other collateral is then available to any Agent or that Lender.

**19.17. PLEDGES TO FEDERAL RESERVE BANKS.** Nothing included in this Agreement shall prevent or limit any Lender, to the extent that such Lender is subject to any of the twelve Federal Reserve Banks organized under §4 of the Federal Reserve Act (12 U.S.C. §341) from pledging all or any portion of that Lender's interest and rights under this Agreement, *provided, however*, neither such pledge nor the enforcement thereof shall release the pledging Lender from any of its obligations hereunder or under any of the Loan Documents.

**19.18. MAXIMUM INTEREST RATE.** Regardless of any provision of any Loan Document, neither any Agent nor any Lender shall be entitled to contract for, charge, receive, collect, or apply as interest on any Liability, any amount in excess of the maximum rate imposed by Applicable Law. Any payment which is made which, if treated as interest on a Liability would result in such interest's exceeding such maximum rate shall be held, to the extent of such excess, as additional collateral for the Liabilities as if such excess were "Collateral."

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#### **19.19. WAIVERS.**

(a) The Borrowers' Representative and each Loan Party (and all guarantors, endorsers, and sureties of the Liabilities) make each of the waivers included in Section 19.19(b), below, knowingly, voluntarily, and intentionally, and understands that each Agent and each Lender, in establishing the facilities contemplated hereby and in providing loans and other financial accommodations to or for the account of the Loan Parties as provided herein, whether not or in the future, is relying on such waivers.

(b) THE BORROWERS' REPRESENTATIVE, EACH LOAN PARTY, AND EACH SUCH GUARANTOR, ENDORSER, AND SURETY RESPECTIVELY *WAIVES* THE FOLLOWING:

(i) Except as otherwise specifically required hereby, notice of non-payment, demand, presentment, protest and all forms of demand and notice, both with respect to the Liabilities and the Collateral.

(ii) Except as otherwise specifically required hereby, the right to notice and/or hearing prior to an Agent's exercising of that Agent's rights upon default.

# (iii) THE RIGHT TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH ANY AGENT OR ANY LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST ANY AGENT OR ANY LENDER OR IN WHICH ANY AGENT OR ANY LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF OR IS IN RESPECT OF, ANY RELATIONSHIP AMONGST OR BETWEEN THE BORROWERS' REPRESENTATIVE, ANY LOAN PARTY OR ANY OTHER PERSON AND THE AGENT AND EACH LENDER LIKEWISE WAIVES THE RIGHT TO A JURY IN ANY TRIAL OF ANY SUCH CASE OR CONTROVERSY).

(iv) Except for manifest error, any defense, counterclaim, set-off, recoupment, or other basis on which the amount of any Liability, as stated on the books and records of the Administrative Agent or any Lender, could be reduced or claimed to be paid otherwise than in accordance with the tenor of and written terms of such Liability.

(v) Any claim to consequential, special, or punitive damages.

### [SIGNATURE PAGES FOLLOW]

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# THE BORROWERS' REPRESENTATIVE CASUAL MALE RETAIL GROUP, INC.

By <u>/s/ Dennis R. Hernreich</u> Name: Dennis R. Hernreich Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# BORROWERS CASUAL MALE RETAIL GROUP, INC.

By <u>/s/ Dennis R. Hernreich</u> Name: Dennis R. Hernreich Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# **DESIGNS APPAREL, INC.**

By <u>/s/ Dennis R. Hernreich</u> Name: Dennis R. Hernreich Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

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# ADMINISTRATIVE AGENT AND COLLATERAL AGENT BANK OF AMERICA, N.A.

### By /s/ Kathleen A. Dimock

Name: Kathleen A. Dimock Title: Managing Director

### THE LENDERS:

### BANK OF AMERICA, N.A.

(REVOLVING CREDIT LENDER AND LAST OUT REVOLVING LENDER)

## By /s/ Kathleen A. Dimock

Name: Kathleen A. Dimock Title: Managing Director

## NATIONAL CITY BUSINESS CREDIT, INC.

(DOCUMENTATION AGENT, REVOLVING CREDIT LENDER AND LAST OUT REVOLVING LENDER)

# By /s/ Kathryn C. Ellero

Name: Kathryn C. Ellero Title: Vice President

# WELLS FARGO FOOTHILL, LLC

(SYNDICATION AGENT AND REVOLVING CREDIT LENDER)

By /s/ Eunnie Kim

Name: Eunnie Kim Title: VP

## WELLS FARGO BUSINESS CREDIT INC.

(REVOLVING CREDIT LENDER)

By /s/ Jeff Giunta

Name: Jeff Giunta Title: Relationship Manager

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## LASALLE RETAIL FINANCE, a division of LaSalle

Business Credit, as Agent for Standard Federal Bank National Association (REVOLVING CREDIT LENDER AND LAST OUT REVOLVING LENDER)

## By /s/ Roger Malauf

Name: Roger Malauf Title: AVP

# GENERAL ELECTRIC CAPITAL CORPORATION

(REVOLVING CREDIT LENDER)

## By /s/ James R. Persico

Name: James R. Persico Title: Duly Authorized Signatory

# JPMORGAN CHASE BANK

(REVOLVING CREDIT LENDER AND LAST OUT REVOLVING LENDER)

# By /s/ Scott Troy

Name: Scott Troy Title: Vice President

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# <u>Exhibit 1.0(a)</u> Casual Male companies

NAME	FEDERAL ID
Casual Male Retail Group, Inc.	04-2623104
Casual Male CANADA Inc.	BN 86224-0074
Designs Apparel, Inc.	02-0525277
Casual Male Store, LLC	20-1627444
Capture, LLC	33-1003155
Casual Male Retail Store, LLC	20-1628392
Casual Male Direct, LLC	20-1628414
Casual Male Jaredm LLC	20-4774445
Casual Male RBT, LLC	20-1653061
Casual Male RBT (U.K.) LLC	20-1653147
Think Big Products LLC	20-5572744
Canton PL Liquidating Corp.	13-4222128

# <u>Exhibit 1.0(b)</u> <u>Guarantors</u>

NAME	FEDERAL ID
Casual Male CANADA Inc.	BN 86224-0074
Casual Male Store, LLC	20-1627444
Capture, LLC	33-1003155
Casual Male Retail Store, LLC	20-1628392
CMXL, LLC	20-8338319
Casual Male Direct, LLC	20-1628414
Casual Male Jaredm LLC	20-4774445
Casual Male RBT, LLC	20-1653061
Casual Male RBT (U.K.) LLC	20-1653147
Think Big Products LLC	20-5572744
Canton PL Liquidating Corp.	13-4222128

# <u>Exhibit 1.1</u> <u>Permitted Encumbrances</u>

Debtor Name			File				
	Jurisdiction	Туре	Date	File No.	Secured Party Name	Status	Description
Casual Male Retail Group, Inc.	Delaware	UCC-1	01/08/ 03	30222755	De Lage Landen Financial Services, Inc.; EMC Corporation	Active	Symmetrix Storage Device
Casual Male Retail Group, Inc.	Delaware	UCC-1	05/16/ 03	31264251	California First Leasing Corporation	Active	Lawson Software License (HR/Payroll/Finance Systems)
Casual Male Retail Group, Inc.	Delaware	UCC-1	08/03/ 04	42171181	NMHG Financial Services, Inc.	Active	Sweeper/Scrubber
Casual Male Retail Group, Inc.	Delaware	UCC-1	12/21/ 04	43600642	De Lage Landen Financial Services, Inc.	Active	Clarion CX500 and Celerra NS502G-FD Storage Devices
Casual Male Retail Group, Inc.	Delaware	UCC-1	04/13/ 05	51144345	Siemens Financial Services, Inc.	Active	RapidSORT Controller
Casual Male Retail Group, Inc.	Delaware	UCC-1	09/21/ 05	52915453	De Lage Landen Financial Services, Inc.	Active	DMX2000 for AS400 System
Casual Male Retail Group, Inc.	Delaware	UCC-1	09/22/ 05	52937432	Xerox Corporation	Active	Color Copier
Casual Male Retail Group, Inc.	Delaware	UCC-1	12/ 010/05	53712156	Cisco Systems Capital	Active	Routers and Ethernet Computer Networking and Telecommunications Equipment
Casual Male Retail Group, Inc.	Delaware	UCC-1	05/01/ 06	61457340	ISO Capital	Active	Copiers/Scanners/Fax

### AMENDED AND RESTATED SWINGLINE NOTE

#### Boston, Massachusetts

December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**") jointly and severally promise to pay to the order of BANK OF AMERICA, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109 (with any subsequent holder, the "**SwingLine Lender**"), the unpaid principal balance of loans and advances made to the Borrowers pursuant to the SwingLine established pursuant to the Fifth Amended and Restated Loan and Security Agreement of even date herewith (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated SwingLine Note replaces in full that certain SwingLine Note dated October 29, 2004, made payable to Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc.) as SwingLine Lender thereunder from the Borrowers, in the original principal amount of \$15,000,000.00.

This Amended and Restated SwingLine Note is the "SwingLine Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the SwingLine, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder.

The principal of, and interest on, this SwingLine Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein.

No delay or omission by the Administrative Agent or the SwingLine Lender in exercising or enforcing any of their respective powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this SwingLine Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this SwingLine Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this SwingLine Note.

This SwingLine Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the SwingLine Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this SwingLine Note, are joint and several, *provided, however*, the release by the SwingLine Lender or the Administrative Agent of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this SwingLine Note. Each reference in this SwingLine Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of the SwingLine Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Lender of the person from whom contribution is sought have been satisfied in full.

This SwingLine Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the SwingLine Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this SwingLine Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR THE SWINGLINE LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR THE SWINGLINE LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/OR THE SWINGLINE LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR THE SWINGLINE LENDER.

### [Signatures on Next Page]

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

### CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name:Dennis R. HernreichTitle:Executive Vice President, ChiefOperating Officer, Chief FinancialOfficer, Treasurer and Secretary

### DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

### AMENDED AND RESTATED REVOLVING CREDIT NOTE

#### Boston, Massachusetts

December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of BANK OF AMERICA, N.A. (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of TWENTY THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$23,500,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Note replaces in full that certain Revolving Credit Note dated October 29, 2004, made payable to the Revolving Credit Lender from the Borrowers, in the original principal amount of \$22,500,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers

shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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### The Borrowers:

# Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# AMENDED AND RESTATED REVOLVING CREDIT NOTE

#### Boston, Massachusetts

#### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of NATIONAL CITY BUSINESS CREDIT, INC. (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of TWENTY TWO MILLION AND 00/100 Dollars (\$22,000,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Note replaces in full that certain Revolving Credit Note dated October 29, 2004, made payable to the Revolving Credit Lender from the Borrowers, in the original principal amount of \$15,000,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers

shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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#### The Borrowers:

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# AMENDED AND RESTATED REVOLVING CREDIT NOTE

#### Boston, Massachusetts

#### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of GENERAL ELECTRIC CAPITAL CORPORATION (successor in interest to Heller Financial, Inc.) (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of SIXTEEN MILLION AND 00/100 Dollars (\$16,000,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Lender from the Borrowers, in the original principal amount of \$15,000,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and

advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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### The Borrowers:

# Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

### CASUAL MALE RETAIL GROUP, INC.

Bv	/s/	Dennis	R.	Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# AMENDED AND RESTATED REVOLVING CREDIT NOTE

#### Boston, Massachusetts

#### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of LASALLE RETAIL FINANCE, a division of LaSalle Business Credit, LLC, as Agent for Standard Federal Bank National Association (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$8,500,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts **Q2109**, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Note replaces in full that certain Revolving Credit Note dated October 29, 2004, made payable to the Revolving Credit Lender from the Borrowers, in the original principal amount of \$7,500,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and

advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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### **The Borrowers:**

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

## **REVOLVING CREDIT NOTE**

Boston, Massachusetts

### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of JP MORGAN CHASE BANK (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of ELEVEN MILLION AND 00/100 Dollars (\$11,000,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein.

This Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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### **The Borrowers:**

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

## AMENDED AND RESTATED REVOLVING CREDIT NOTE

#### Boston, Massachusetts

#### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "**Borrower**" and collectively, the "**Borrowers**"), jointly and severally promise to pay to the order of WELLS FARGO FOOTHILL, LLC (f/k/a Wells Fargo Foothill, Inc.) (hereinafter, with any subsequent holders, the "**Revolving Credit Lender**") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of TEN MILLION AND 00/100 Dollars (\$10,000,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "**Loan Agreement**") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as **Administrative Agent** and as **Collateral Agent** (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein and the Last Out Revolving Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Note replaces in full that certain Revolving Credit Note dated October 29, 2004, made payable to the Revolving Credit Lender from the Borrowers, in the original principal amount of \$9,375,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers

shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

[Remainder of page left intentionally blank]

### The Borrowers:

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

## AMENDED AND RESTATED REVOLVING CREDIT NOTE

### Boston, Massachusetts

### December 28, 2006

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and collectively, the "Borrowers"), jointly and severally promise to pay to the order of WELLS FARGO BUSINESS CREDIT INC. (hereinafter, with any subsequent holders, the "Revolving Credit Lender") c/o Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of NINE MILLION AND 00/100 Dollars (\$9,000,000.00) or the aggregate unpaid principal balance of Revolving Credit Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "Loan Agreement") between Bank of America, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, as Administrative Agent and as Collateral Agent (with any successor in such capacities, so referred to herein) for the benefit of the Revolving Credit Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein. This Amended and Restated Revolving Credit Note replaces in full that certain Revolving Credit Note dated October 29,2004, made payable to the Revolving Credit Lender from the Borrowers, in the original principal amount of \$9,375,000.00.

This Amended and Restated Revolving Credit Note is a "Revolving Credit Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Revolving Credit Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers

shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Revolving Credit Note.

No delay or omission by the Administrative Agent or any Revolving Credit Lender in exercising or enforcing any of the Administrative Agent's or such Revolving Credit Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Revolving Credit Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Revolving Credit Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Revolving Credit Note.

This Revolving Credit Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Revolving Credit Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Credit Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Revolving Credit Lender of any one or more such person, endorser or guarantor shall not release any other person obligated on account of this Revolving Credit Note. Each reference in this Revolving Credit Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Revolving Credit Note may seek contribution from any other person also obligated unless and until all liabilities, obligations and indebtedness to the Revolving Credit Lender of the person from whom contribution is sought have been satisfied in full.

This Revolving Credit Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Revolving Credit Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Credit Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE REVOLVING CREDIT LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/ OR ANY REVOLVING CREDIT LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY REVOLVING CREDIT LENDER.

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### The Borrowers:

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

# CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# Exhibit 2.12

December 28, 2006

## LAST OUT REVOLVING NOTE

### Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and collectively, the "Borrowers"), jointly and severally promise to pay to the order of BANK OF AMERICA, N.A. (hereinafter, with any subsequent holders, the "Last Out Revolving Lender") do BANK OF AMERICA, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of FOUR MILLION AND 001100 DOLLARS (\$4,000,000.00) or the aggregate unpaid principal balance of Last Out Revolving Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 (as such may be amended hereafter, the "Loan Agreement") between Bank of America, N.A., a national banking association having an office at 40 Broad Street Boston, Massachusetts 02109, as Administrative Agent and as Collateral Agent (with any successor in such capacities, so referred to herein) for the benefit of the Last Out Revolving Lenders named therein and the Revolving Credit Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein.

This is a "Last Out Revolving Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Last Out Revolving Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Last Out Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Last Out Revolving Note.

No delay or omission by the Administrative Agent or any Last Out Revolving Lender in exercising or enforcing any of the Administrative Agent's or such Last Out Revolving Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Last Out Revolving Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Last Out Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Last Out Revolving Note.

This Last Out Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Last Out Revolving Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Last Out Revolving Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Last Out Revolving Lender of anyone or more such person, endorser or guarantor shall not release any other person obligated on account of this Last Out Revolving Note. Each reference in this Last Out Revolving Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Last Out Revolving noter person also obligated unless and until all liabilities, obligations and indebtedness to the Last Out Revolving Lender of the person from whom contribution is sought have been satisfied in full.

This Last Out Revolving Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts 2 (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Last Out Revolving Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Last Out Revolving Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE LAST OUT REVOLVING LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT *AND/OR* ANY LAST OUT REVOLVING LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT *AND/OR* ANY LAST OUT REVOLVING LENDER OR IN WHICH THE ADMINISTRATIVE AGENT *AND/OR* ANY LAST OUT REVOLVING LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT *AND/OR* ANY LAST OUT REVOLVING LENDER.

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Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

## CASUAL MALE RETAIL GROUP, INC.

By: /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

### DESIGNS APPAREL, INC.

By: /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

### LAST OUT REVOLVING NOTE

#### Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and collectively, the "Borrowers"), jointly and severally promise to pay to the order of NATIONAL CITY BUSINESS CREDIT, INC. (hereinafter, with any subsequent holders, the "Last Out Revolving Lender") c/o BANK OF AMERICA, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00) or the aggregate unpaid principal balance of Last Out Revolving Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28,2006 (as such may be amended hereafter, the "Loan Agreement") between Bank of America, N.A., a national banking association having an office at 40 Broad Street Boston, Massachusetts 02109, as Administrative Agent and as Collateral Agent (with any successor in such capacities, so referred to herein) for the benefit of the Last Out Revolving Lenders named therein and the Revolving Credit Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein.

This is a "Last Out Revolving Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Last Out Revolving Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Last Out Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Last Out Revolving Note.

No delay or omission by the Administrative Agent or any Last Out Revolving Lender in exercising or enforcing any of the Administrative Agent's or such Last Out Revolving Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Last Out Revolving Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Last Out Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Last Out Revolving Note.

This Last Out Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Last Out Revolving Lender and its successors, endorsees, and aSSigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Last Out Revolving Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Last Out Revolving Lender of anyone or more such person, endorser or guarantor shall not release any other person obligated on account of this Last Out Revolving Note. Each reference in this Last Out Revolving Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Last Out Revolving noter person also obligated unless and until all liabilities, obligations and indebtedness to the Last Out Revolving Lender of the person from whom contribution is sought have been satisfied in full.

This Last Out Revolving Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Last Out Revolving Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Last Out Revolving Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE LAST OUT REVOLVING LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER.

[Remainder of page left intentionally blank]

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

## CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name:Dennis R. HernreichTitle:Executive Vice President, ChiefOperating Officer, Chief FinancialOfficer, Treasurer and Secretary

### DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

### LAST OUT REVOLVING NOTE

### Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and collectively, the "Borrowers"), jointly and severally promise to pay to the order of LASALLE RETAIL FINANCE, a division of LaSalle Business Credit, LLC, as Agent for Standard Federal Bank National Association (hereinafter, with any subsequent holders, the "Last Out Revolving Lender") c/o BANK OF AMERICA, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) or the aggregate unpaid principal balance of Last Out Revolving Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28,2006 (as such may be amended hereafter, the "Loan Agreement") between Bank of America, N.A., a national banking an office at 40 Broad Street Boston, Massachusetts 02109, as Administrative Agent and as Collateral Agent (with any successor in such capacities, so referred to herein) for the benefit of the Last Out Revolving Lenders named therein and the Revolving Credit Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein.

This is a "Last Out Revolving Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Last Out Revolving Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Last Out Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be reflected on this Last Out Revolving Note.

No delay or omission by the Administrative Agent or any Last Out Revolving Lender in exercising or enforcing any of the Administrative Agent's or such Last Out Revolving Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Last Out Revolving Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Last Out Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Last Out Revolving Note.

This Last Out Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Last Out Revolving Lender and its successors, endorsees, and aSSIgns.

The liabilities of each Borrower, and of any endorser or guarantor of this Last Out Revolving Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Last Out Revolving Lender of anyone or more such person, endorser or guarantor shall not release any other person obligated on account of this Last Out Revolving Note. Each reference in this Last Out Revolving Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Last Out Revolving noter person also obligated unless and until all liabilities, obligations and indebtedness to the Last Out Revolving Lender of the person from whom contribution is sought have been satisfied in full.

This Last Out Revolving Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Last Out Revolving Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Last Out Revolving Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE LAST OUT REVOLVING LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS JOINED AS A PARTY LITIGANT), WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER.

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Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

## CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name:Dennis R. HernreichTitle:Executive Vice President, ChiefOperating Officer, Chief FinancialOfficer, Treasurer and Secretary

## DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

### LAST OUT REVOL VING NOTE

#### Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned (individually, a "Borrower" and collectively, the "Borrowers"), jointly and severally promise to pay to the order of JPMORGAN CHASE BANK, N.A. (hereinafter, with any subsequent holders, the "Last Out Revolving Lender") c/o BANK OF AMERICA, N.A., a national banking association having an office at 40 Broad Street, Boston, Massachusetts 02109, the principal sum of ONE MILLION AND *00/100* DOLLARS (\$1,000,000.00) or the aggregate unpaid principal balance of Last Out Revolving Loans made to or for the account of the Borrowers pursuant to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28,2006 (as such may be amended hereafter, the "Loan Agreement") between Bank of America, N.A., a national banking association having an office at 40 Broad Street Boston, Massachusetts 02109, as Administrative Agent and as Collateral Agent (with any successor in such capacities, so referred to herein) for the benefit of the Last Out Revolving Lenders named therein and the Revolving Credit Lenders named therein, and the Lenders, on the one hand, and each of the Borrowers, on the other, with interest, at the rate and payable in the manner stated therein.

This is a "Last Out Revolving Note" to which reference is made in the Loan Agreement and is subject to all terms and provisions thereof. Terms used herein which are defined in the Loan Agreement are used as so defined. The principal of, and interest on, this Last Out Revolving Note shall be payable as provided in the Loan Agreement and shall be subject to acceleration as provided therein. Terms used herein which are defined in the Loan Agreement are used as so defined.

The Administrative Agent's books and records concerning loans and advances pursuant to the Credit Facilities, the accrual of interest thereon, and the repayment of such loans and advances, shall be prima facie evidence of the indebtedness hereunder. Each of the Borrowers shall be bound by and obligated on account of any increase or decrease in the amount of the holder's Last Out Revolving Credit Dollar Commitment notwithstanding that such increase or decrease may not be retlected on this Last Out Revolving Note.

No delay or omission by the Administrative Agent or any Last Out Revolving Lender in exercising or enforcing any of the Administrative Agent's or such Last Out Revolving Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrowers, and each endorser and guarantor of this Last Out Revolving Note, respectively waives presentment, demand, notice, and protest, and also waives any delay on the part of the holder hereof. Each assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by the Administrative Agent with respect to this Last Out Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other person obligated on account of this Last Out Revolving Note.

This Last Out Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Last Out Revolving Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Last Out Revolving Note, are joint and several, *provided*, *however*, the release by the Administrative Agent or the Last Out Revolving Lender of anyone or more such person, endorser or guarantor shall not release any other person obligated on account of this Last Out Revolving Note. Each reference in this Last Out Revolving Note to each Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Last Out Revolving note person also obligated unless and lmtil all liabilities, obligations and indebtedness to the Last Out Revolving Lender of the person from whom contribution is sought have been satisfied in full.

This Last Out Revolving Note is delivered at the offices of the Administrative Agent in Boston, Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts 2 (without regard to the conflict of laws principles thereof), and shall take effect as a sealed instrument.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Administrative Agent and the Last Out Revolving Lender in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Last Out Revolving Note, is relying thereon. EACH BORROWER, TO THE EXTENT ENTITLED THERETO, *WAIVES* ANY PRESENT OR FUTURE RIGHT OF THAT BORROWER, OR OF ANY GUARANTOR OR ENDORSER OF THAT BORROWER OR OF ANY OTHER PERSON LIABLE TO THE LAST OUT REVOLVING LENDER ON ACCOUNT OF OR IN RESPECT TO THE LIABILITIES, TO A TRIAL BY JURY IN ANY CASE OR CONTROVERSY IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER OR IN WHICH THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT TO, ANY RELATIONSHIP AMONGST OR BETWEEN ANY BORROWER, ANY SUCH PERSON, AND THE ADMINISTRATIVE AGENT AND/OR ANY LAST OUT REVOLVING LENDER.

[Remainder of page left intentionally blank]

Witness:

/s/ Kathleen E. Lehmann

Witness:

/s/ Kathleen E. Lehmann

## CASUAL MALE RETAIL GROUP, INC.

By /s/ Dennis R. Hernreich

Name:Dennis R. HernreichTitle:Executive Vice President, ChiefOperating Officer, Chief FinancialOfficer, Treasurer and Secretary

## DESIGNS APPAREL, INC.

By /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich

Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

# EXHIBIT 2.25

# Lenders' Commitments

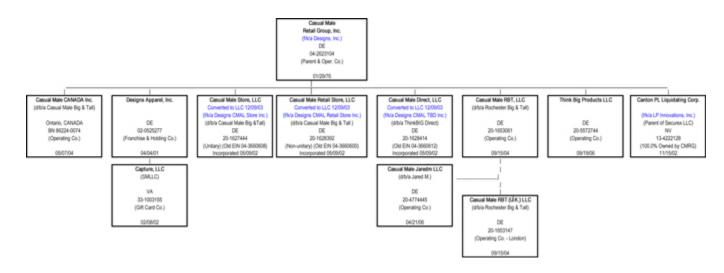
Lender	Revolving Credit Dollar Commitment	Revolvin Credit Percenta Commitm	ge	Last Out Revolving Credit Dollar Commitment	Last Out Revolvin Commitme Percentag	g ent
Bank of America, N.A,	\$23,500,000	23.5	%	\$4,000,000	40.0	%
National City Business Credit	\$22,000,000	22.0	%	\$3,500,000	35.0	%
lPMorgan Chase Bank	\$11,000,000	11.0	%	\$1,000,000	10.0	%
General Electric Capital Corporation	\$16,000,000	16.0	%	\$0	\$ O	
Wells Fargo Foothill, LLC	\$10,000,000	10.0	%	\$0	\$ 0	
Wells Fargo Business Credit, Inc.	\$9,000,000	9.0	%	\$0	\$ 0	
LaSalle Retail Finance	\$8,500,000	8.5	%	\$1,500,000	15	%
Total	\$100,000,000	100	%	\$10,000,000	100	%

# Exhibit 3.9(b) Existing Defaults under Material Contracts

None.

# <u>Exhibit 4.2</u>

# Loan Parties' Information



# Exhibit 4.2 Loan Parties' Information

Name	Jurisdiction of Organization	Federal Tax ID #
Casual Male Retail Group, Inc.	Delaware	04-2623104
Designs Apparel, Inc.	Delaware	02-0525277
Casual Male RBT, LLC	Delaware	20-1653061
Casual Male RBT (U.K.) LLC	Delaware	20-1653147
Casual Male CANADA Inc.	Ontario, Canada	BN 86224-0074
Capture, LLC	Virginia	33-1003155
Casual Male Store, LLC	Delaware	20-1627444
Casual Male Retail Store, LLC	Delaware	20-1628392
Casual Male Direct, LLC	Delaware	20-1628414
Casual Male Jaredm LLC	Delaware	20-4774445
Think Big Products LLC Canton PL Liquidating Corp.	Delaware	20-5572744
Canton FL Liquidating Corp.	Nevada	13-4222128

# Exhibit 4.3

### <u>Trade Names</u>

Now owned or existing or hereafter acquired or arising trade names, registered service marks and Federal service mark applications, registered trademarks and Federal trademark applications, and International trademark applications, are as follows:

## TRADE NAMES

### **ROCHESTER TRADE NAMES** \*\*

Rochester Big & Tall Clothing (07/01/74 - Pres.) Rochester Clothing CO. (01/02/57 - 07/01/74) Rochester Big & Tall Rochester Sport California Big & Tall Rochester Big & Tall Newark Park, Inc. \* Rochester Big & Tall Stevens Creek, Inc. \*

\* In use until (circa) July 1991

- \*\* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 29, 2004

### SUPERSIZEWORLD TRADE NAME \*

SuperSizeWorld Big Lou Toilet Seat MegaBand MegaTowel SuperSize Towel SuperValue Towel MegaHanger Hangerzilla

 \* By way of assignment pursuant to acquisition of supersizeworld.com business of Intelligent Technologies, Inc. in October 2006

### **CASUAL MALE TRADE NAMES**

Designs, Inc. (01/29/76 - 08/08/02) Casual Male Retail Group, Inc. (08/08/02 - Pres.) Levi' s Outlet by Designs Dockers Outlet by Designs Designs Exclusively Levi Strauss & Co. \* Designs Exclusively Levi' s \* Casual Male Casual Male Big & Tall Casual Male XL (in use since 08/10/05) Think Big Think Big Direct

\* Pre-1997

See Attachment for a list of pending and registered trademarks.

### JARED M. TRADE NAMES \*

Jared M.

 \* By way of assignment pursuant to acquisition of Jared M. business of JM Leather, Inc. on May 2, 2006

# UNITED STATES TRADEMARK REGISTRATIONS

MARK	REGISTRATION	
	NUMBER	
ALEXANDER LLOYD	1792707	
B&T FACTORY STORE & design (SM)	2443351	
B&T BIG & TALL FACTORY STORE & design (SM)	2415558	
BIG & TALL & design (SM) (stylized)(yellow)	1553379 (Supp.)	
BIG & TALL CASUAL MALE & design (SM)	2080852	
CANYON RIDGE	2159159	
CASUAL MALE	2838614	
CASUAL MALE (SM)	2198042	
CASUAL MALE BIG & TALL (SM)	2036883	
CASUAL MALE BIG & TALL & design (SM)	2080851	
CASUAL MALE XL & design (SM)	T0600000743 (Florida)	
DRY-ACTION	3067127	
FLEX-ZONE	2997389	
GLACIER TEC	2810224	
GRADE A JEANS	2490404	
GRANDE CENTRAL BIG & TALL CLOTHING CO.	2635630	

HARBOR BAY	2531456
HB SPORT HARBOR BAY	2471393
HB SPORT HARBOR BAY & design	2566969
HIGH AND MIGHTY	1034385
HIGH & MIGHTY (SM)	1171694
HIMALAYA	1974456
HIMALAYA OUTFITTERS	1975575

24K JARED M. CUSTOM CLOTHING **	2066172
JARED M. (stylized) **	2821037
NATURAL EXCHANGE BY ALEXANDER LLOYD	2018824
NECK-RELAXER	2938844
REPP	2652826 (Supp.)
REPP (SM)	2667795
REPP, LTD. & design	1242946
REPP TECH	2346534
ROCHESTER SPORT FOR BIG & TALL MEN *	2975701
STAIN-FIGHTER	2997388
THINK BIG	2643269
THINK BIG (SM)	2324049
THINK BIG (multi-classification novelty items)	2802643
WAIST-RELAXER	2650656

\* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 29, 2004.

\*\* By way of assignment pursuant to acquisition of JM Leather, Inc. on May 2, 2006.

# UNITED STATES TRADEMARK APPLICATIONS

MARK	APPLICATION
	NUMBER
BTDIRECT.COM (SM)	76/665689
CASTAGNE (Italian translation "Chestnuts")	78/856399

CASUAL MALE SIGNATURE COLLECTION CASUAL MALE XL CASUAL MALE XL (SM) CM SPORT BY CASUAL MALE COMFORT ZONE BY CASUAL MALE COMFORT ZONE BY GEORGE FOREMAN

GEORGE FOREMAN SIGNATURE COLLECTION

GF SPORT BY GEORGE FOREMAN

ISLAND OUTFITTERS JARED M. JARED M. (SM) JM JARED M. (wing crest design) ROCHESTER ROCHESTER BIG & TALL (SM) SIGNATURE COLLECTION BY CASUAL MALE SIGNATURE COLLECTION BY GEORGE FOREMAN

SYNTHESIS TRAVELER TECHNOLOGY

78/541955 78/715487 78/715516 78/541965 78/537945 78/ 332284 (discontinue use 12/ 31/06) 78/ 349916 (discontinue use 12/ 31/06) 78/ 310354 (discontinue use 12/ 31/06) 76/666403 78/900495 Pending 76/646746 78/582824 78/582818 78/541960 78/ 381729 (discontinue use 12/ 31/06) 76/664682 78/588204

### **UNITED STATES UNREGISTERED COMMON LAW TRADEMARKS/TRADE NAMES**

#### MARK

# **B&T FACTORY DIRECT** CALIFORNIA BIG & TALL CARE FREE CM CLASSICS CUSTOM MADE BY CASUAL MALE FAIRBANKS HARBOR BAY CASUALS HASSLE FREE BY HARBOR BAY HB CLASSICS HUSKY (workboots) MENSWEAR MOTION FLEECE PLATINUM SERIES PLATINUM SUIT COLLECTION PS PRO PS PRO & design PS PRO (STAR design) REPP LTD. (horizontal store signs) (stylized) (SM) REPP LTD. (vertical store sign) (stylized) (SM) REPP PREMIER (store sign) (stylized) (SM) ROCHESTER SPORT SYNRGY

### **STATUS**

Not Applied For Not Applied For

### **CANADA TRADEMARK REGISTRATIONS**

#### MARK

GLACIER TEC (footwear, caps and gloves) HARBOR BAY HIMALAYA NECK-RELAXER STAIN-FIGHTER THINKBIGDIRECT.COM WAIST-RELAXER

REGISTRATION NUMBER TMA653857 TMA642520 TMA665615 TMA654960 TMA670418 TMA642522 TMA642042

## **CANADA TRADEMARK APPLICATIONS**

MARK	APPLICATION
	NUMBER
BIG & TALL & design (SM) (stylized)	1210501
BIG & TALL CASUAL MALE & design (SM)	1210536
CASUAL MALE (SM)	1210545
CASUAL MALE BIG & TALL	1210504
CASUAL MALE BIG & TALL & design	1210537
CASUAL MALE XL	1295170
COMFORT ZONE	1274242
COMFORT ZONE BY GEORGE FOREMAN	1210546 (discontinue use 12/31/06)
FLEX-ZONE	1219789
GEORGE FOREMAN SIGNATURE COLLECTION	1210499 (discontinue use 12/31/06)
GF SPORT BY GEORGE FOREMAN	1210500 (discontinue use 12/31/06)
GLACIER TEC (clothing)	1210498
HB SPORT HARBOR BAY	1210538
HIMALAYA OUTFITTERS	1210502
JARED M.	1324095
ROCHESTER BIG & TALL	1268890
SIGNATURE COLLECTION BY GEORGE FOREMAN	1210542 (discontinue use 12/31/06)
THINKBIG (SM)	1210544
TRAVELER TECHNOLOGY	1268889

## **EUROPEAN (COMMUNITY) TRADEMARK REGISTRATIONS**

MARK

CASUAL MALE HARBOR BAY

REGISTRATION NUMBER 004325742 004325833

## **EUROPEAN (COMMUNITY) TRADEMARK APPLICATIONS**

MARK	APPLICATION
	NUMBER
CASUAL MALE XL	5008529
COMFORT ZONE	4325783
ROCHESTER	4325809
ROCHESTER SPORT	4325825

## **UNITED STATES PATENTS**

### PATENT

REGISTRATION

NUMBER

## NECK-RELAXER EXTENDABLE COLLAR

6986165

## **INTELLECTUAL PROPERTY**

In

use?		Expiration		
	Name - NEW listings BOLDED	Date	Service	Registrant *
	bandtdirect.com	6-Jul-07	NS	D
	bandtfactory.com	6-Jul-07	NS	D
	bandtfactorydirect.com	14-Apr-07	NS	D
	bandtoutlet.com	9-Jun-07	NS	D
	bariatriconly.com	29-Jul-08	NS	D
	bariatricsonly.com	29-Jul-08	NS	D
yes				
	bigandtall.com	15-Mar-14	NS	D
	bigandtallcasualmale.com	21-Jul-07	NS	D
	bigandtallfactory.com	9-Jun-07	NS	D
	bigandtallfactorydirect.com	17-Apr-07	NS	D
	bigandtallfactorystore.com	18-Dec-06	NS	D
	bigandtallfactorystores.com	18-Dec-06	NS	D
yes				
	bigandtallfashion.com	9-Jun-07	NS	D
	big-and-tall-outlet.com	9-Jun-07	NS	D
yes	biggoods.com	7-Feb-08	NS	D
yes				
	big-goods.com	7-Feb-08	NS	D
	big-tallcasualmale.com	1-Nov-07	NS	D
	btdirect.com	10-Nov-07	NS	D
	btdirect.eu	25-Aug-07	NS	RBT (U.K.)
	btfactory.com	21-Jun-07	NS	D
	btfactorydirect.com	14-Apr-07	NS	D
yes				-
	btfactorystore.com	20-Mar-07	NS	D
yes	casualmale.com	19-Oct-07	NS	D
	casual-male.com	2-Oct-07	NS	D D
	casualmale.net	2-0ct-07 9-Jun-07		
	casualinale.net	9-Jun-0/	NS	D

casual-male.net	9-Jun-07	NS	D
casualmale.org	9-Jun-07	NS	D
casual-male.org	9-Jun-07	NS	D
casualmalebigandtalloutlet.com	18-Dec-06	NS	D
casualmalebig-tall.com	5-Nov-07	NS	D

	casualmalemodels.com	18-Mar-07	NS	D
	casualmaleoutlet.com	28-Nov-07	NS	D
	casualmalesurvey.com	26-Oct-07	NS	D
	casualitatesul vey.com	20-001-07	115	D
	casualmaletv.com	10-Jul-07	NS	D
5		14 1-1 07	NC	D
	casualmalex1.com casualmalex1.eu	14-Jul-07 7-Nov-07	NS NS	D DDT (U.K.)
	casuannaiexi.eu	/-1\0\-0/	IND	RBT (U.K.)
	casualmalexltv.com	16-May-07	NS	D
			NIC	D
	cmal.com cmalcorp.com	17-May-07 11-Jan-07	NS NS	D D
	chalcorp.com	11 <b>-Ja</b> n-07	IND	D
	cmale.com	12-May-07	NS	D
		22 4 07	NG	D
	cmrginc.com	22-Aug-07	NS	D
	cmrginc.net cmrginc.org	22-Aug-07 22-Aug-07	NS NS	D D
	emigne.org	22-Aug-07	115	D
	designsinc.com	18-May-07	NS	D
	guys-gifts.com	9-Jun-07	NS	D
	guys-gnts.com	9-juii-07	113	D
	jaredm.com	31-May-16	NS	D
	jaredm.eu	25-Aug-07	NS	RBT (U.K.)
	jbak.com	12-Sep-07	NS	D
	Jourtoni	12-50p-07	110	D
	jbakerinc.com	12-Sep-07	NS	D
5	largemen.org	17-Jul-07	NS	D
	longbands.com	5-Feb-08	NS	D
	long-bands.com	5-Feb-08	NS	D
	longwatchbands.com	5-Feb-08	NS	D
				_
	mycasualmalex1.com	21-Mar-07	NS	D

	myshooz.eu	9-Nov-07	NS	RBT (U.K.)
yes				
	onlinemensfashion.com	9-Jun-07	NS	D
	onlybariatric.com	29-Jul-08	NS	D
	onlybariatrics.com	29-Jul-08	NS	D
yes				
	reppbigandtall.com	24-Jan-07	NS	D
yes				-
	reppbymail.com	15-Mar-07	NS	D
yes		15.16 07		D
	reppbynet.com	15-Mar-07	NS	D
yes	1, 1		NG	D
	reppltd.com	4-Mar-07	NS	D
	reppmail.com	3-Feb-07	NS	D
	rochesterbigandtall.co.uk	11-Aug-07	Nominet	RBT (U.K.)
	rochesterbigandtall.com	13-Mar-13	NS	
	rochesterbigandtall.eu	7-Nov-07	NS	RBT (U.K.)
	rochesterbigandtall.net	5-Aug-11 22-Feb-12	NS	D
	rochesterbigandtallclothing.com		NS NS	D
	rochesterbigtall.com	1-May-13 29-Jul-07		D DDT (UV)
	rochesterclothing.co.uk	29-JUI-07	Nominet	RBT (U.K.)
yes	rochesterclothing.com	25-Feb-11	NS	D
	rochesterclothing.net	5-Jul-11	NS	D
	Toenestereiouning.net	3-Jui-11	115	D
yes	rochestersport.com	25-Feb-11	NS	D
	rxfashion.com	9-Nov-08	NS	CMRG
	TATUSHOILCOM	9 1107 00	115	enneo
yes	size-wise.com	7-Feb-08	NS	D
	size wiscicom	1100 00	110	D
yes	size-wise.org	7-Feb-08	NS	D
	Size miscing	1100 00	115	D
yes	size-wize.com	7-Feb-08	NS	D
	size-wize.com	/ 100 00	115	D
yes	size-wize.org	7-Feb-08	NS	D
	Size million 5	, 100 00	110	D
yes	super-sized.com	7-Feb-08	NS	D
	saper oneone	, 100 00	110	Đ
yes	supersizedworld.com	14-Feb-09	NS	D
	and a present of interview	11100 07	110	D

yes	super-sizedworld.com	14-Feb-09	NS	D
yes	supersizeworld.com	14-Feb-08	NS	D
yes	super-sizeworld.com	14-Feb-09	NS	D
yes	supersizeworld.net	14-Feb-08	NS	D
yes	supersizeworld.org	14-Feb-08	NS	D
yes				
	thinkbig.com	19-Jul-07	NS	D
	thinkbigdirect.com	9-Jun-07	NS	D
	thinkbigdirect.net	9-Jun-07	NS	D
	thinkbigdirect.org	9-Jun-07	NS	D
	travelinglarge.com	25-Nov-07	NS	D
	travelinglarge.org	25-Nov-07	NS	D
	travellinglarge.com	25-Nov-07	NS	D
	travellinglarge.org	25-Nov-07	NS	D
*	D = Designs Apparel, Inc. RBT (U.K.) = Casual Male RBT (U.K.) LLC			

CMRG = Casual Male Retail Group, Inc.

## Exhibit 4.4(b) Exceptions to Property Rights

Casual Male Retail Group, Inc. ("Casual Male"), and certain of its subsidiaries, use the trademarks, trade names, trade styles, brand names, service marks and logos of third party suppliers to the extent that they are affixed to the inventory supplied to Casual Male but otherwise only with each supplier's prior consent in each instance.

Casual Male Retail Group, Inc. ("CMRG") leases its headquarters office, at 555 Turnpike Street, Canton, Massachusetts from Spirit SPE Canton, LLC, a Delaware limited liability company, a wholly-owned subsidiary of Spirit Finance Corporation, with a corporate address of 1431 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711. The property consists of a 1-building, 2-story multi-tenant warehouse/ flex industrial facility containing 755,992 gross square feet on approximately 27.3-acre parcel of land. CMRG also leases the JaredM showroom/headquarters office located at 463 7th Avenue, Rooms 800B, 801, 802 and 807, New York, NY 10018 from Arsenal Company, LLC c/o Adams and Company, LLC of 411 5th Avenue, 9th Floor, New York, NY. 10016.

As of December 1, 2006, CMRG leases and operates approximately 485 Casual Male XL stores and 25 Rochester Big and Tall stores. See attached schedule for leases of CMRG.

STORE						LANDLORD ADDRESS 1 ADDR
LOCATION	CENTER NAME	ADDRESS 1	ADDRESS 2	CITY, ST	ZIP CODE	E *** *** **
5000 SAN FRANCISCO, CA		700 MISSION STREET		SAN FRANCISCO, CA	94103	
5001 SAN JOSE, CA		319 S. WINCHESTER BLVD		SAN JOSE, CA		
5003 FRESNO, CA	GALLERY PLAZA	350 E. SHAW AVENUE		FRESNO, CA	93710	
	SHOPPING					
	CENTER					
5005 SAN MATEO, CA		3580-3590 EL CAMINO REAL		SAN MATEO, CA		
5008 BEVERLY HILLS, CA		9737 WILLSHIRE BLVD.,		BEVERLY HILLS, CA		
		SUITE 100-E				
5011 CHICAGO, IL		840 N. MICHIGAN AVENUE		CHICAGO, IL		
5012 BOSTON, MA		339 BOYLSTON STREET		BOSTON, MA	02116	
5013 NEW YORK, NY		1301 AVENUE OF THE		NEW YORK, NY		
		AMERICAS				
5014 DALLAS, TX		11661 PRESTON FOREST		DALLAS, TX		
		VILLAGE RD. STE 101				
5015 ATLANTA, GA		3157 PEACHTREE ROAD		ATLANTA, GA		
5016 WASHINGTON, DC		1101 CONNECTICUT		WASHINGTON, DC		
		AVENUE NW				
5017 DETROIT, MI	LATHRUP	26300 SOUTHFIELD ROAD		DETROIT, MI		
	VILLAGE					
	SHOPPING CTR.					
5018 LONDON, UK		90 BROMPTON ROAD		LONDON, UK	SW3 1ER	
5020 HOUSTON, TX	UPTOWN	5393-A WESTHEIMER		HOUSTON, TX	77056	
	COLLECTION					
5022 COSTA MESA, CA		901-H SOUTH COAST DRIVE		COSTA MESA, CA		
5023 DENVER, CO		2770 E. 2ND AVENUE		DENVER, CO	80206	
5025 MIAMI, FL	LOEHMANN' S	BISCAYNE (US1) & NE		MIAMI, FL		
	FASHION ISLAND	187TH STREET				
5026 LAS VEGAS, NV		3910 S. MARYLAND		LAS VEGAS, NV	89119	
		PARKWAY				
5027 PHOENIX, AZ		3240 EAST CAMELBACK		PHOENIX, AZ	85018	
		ROAD				
5028 SEATTLE, WA		1801 5TH AVENUE		SEATTLE, WA		
5029 MANHASSET, NY		1625 NORTHERN		MANHASSET, NY	11030	
		BOULEVARD				
5031 NATICK, MA		1400 WORCESTER STREET		NATICK, MA	01760	
5088 SAN FRANCISCO, CA		625 HOWARD STREET		SAN FRANCISCO, CA		
5101 WALNUT CREEK, CA		1337 NORTH MAIN STREET		WALNUT CREEK, CA		
5102 SACRAMENTO, CA		1740 ARDEN WAY	SUITE 2	SACRAMENTO, CA		
5103 BOCA RATON, FL	TOWNE PLAZA	2301 GLADES ROAD, BAY		BOCA RATON, FL	33431	
		700				
5395 SAN FRANCISCO, CA -		625 HOWARD STREET		SAN FRANCISCO, CA -		
OFFICE				OFFICE		
5401 CENTRAL VALLEY, NY	WOODBURY	202 RED APPLE COURT		CENTRAL VALLEY, NY	10917	
	COMMON					

	PREMIUM			
0052 OMAHA NE	OUTLET	605 NORTH 98TH STREET	OMAHA NE	68114
9052 OMAHA, NE 9053 OVERLAND PARK, KS	CLOCKIOWERSC	8721 METCALF AVENUE	OMAHA, NE OVERLAND PARK, KS	66212
9055 OVERLAND FARK, KS 9054 VERNON HILLS, IL		445 EAST TOWNLINE ROAD	VERNON HILLS, IL	60061
9055 COLUMBUS, OH	KENNY CENTRE	1113 KENNY CENTRE	COLUMBUS, OH	43220
9055 COLOMBOS, ON 9056 MEMPHIS, TN	EASTGATE SC	847 S. WHITE STATION	MEMPHIS, TN	38117
7050 WILWI 1115, 114	LASIGATE SC	ROAD	WILIWII IIIG, IIV	50117
9058 RICHMOND HEIGHTS,		1026 SOUTH BRENTWOOD	RICHMOND HEIGHTS, MO	63117
MO		BLVD.		00117
9059 SOUTHFIELD, MI		25000 SOUTHFIELD ROAD	SOUTHFIELD, MI	48075
9060 ALLEN PARK, MI	FAIRLANE GREEN	3480 FAIRLANE DRIVE	ALLEN PARK, MI	48101
,	SHOPPING CENTER		,	
9063 NOVI (DETROIT), MI	NOVI TOWN CENTER	43115 CRESCENT BLVD.	NOVI (DETROIT), MI	48375
9064 STERLING HEIGHTS,		13967 LAKESIDE CIRCLE	STERLING HEIGHTS, MI	48313
MI				
9066 TOTOWA, NJ		540 US HIGHWAY 46	TOTOWA, NJ	07512
9067 MENLO PARK, NJ		236 LAFAYETTE AVENUE	MENLO PARK, NJ	08837
9068 TAMPA, FL	SHOPPES OF	14354 N. DALE MABRY	TAMPA, FL	33618
	CARROLLWOOD	HIGHWAY		
9069 ORLANDO, FL	SKYVIEW PLAZA	7939 S. ORANGE BLOSSOM	ORLANDO, FL	32809
		TRAIL		
9070 ROCKVILLE, MD		11503A ROCKVILLE PIKE	ROCKVILLE, MD	20852
9071 MESA, AZ	POCA FIESTA	1110 W. SOUTHERN AVE.,	MESA, AZ	85210
		#A18		
9072 MESQUITE, TX	MESQUITE	1725 NORTH TOWN EAST	MESQUITE, TX	75150
	CROSSING	BLVD., SUITE 205		
9073 PLANO, TX	COLLIN CREEK	1025 N. CENTRAL	PLANO, TX	75075
	CROSSING	EXPRESSWAY		
9074 HOUSTON, TX	I-10 GESSNER	1005 GESSNER	HOUSTON, TX	77055
	PLACE			
9075 HOUSTON, TX	SHARPSTOWN	7115 SOUTHWEST	HOUSTON, TX	77074
	PLAZA	FREEWAY		
9076 ARLINGTON, TX	ARLINGTON	4100 S. COOPER STREET	ARLINGTON, TX	76015
	TOWNE CENTER			00005
9080 ESCONDIDO, CA	PLAZA LAS	1004 WEST VALLEY	ESCONDIDO, CA	92025
0091 CLENDALE CA	PALMAS	PARKWAY #23	CLENDALE CA	01206
9081 GLENDALE, CA		340 N. GLENDALE AVENUE,	GLENDALE, CA	91206
9082 NORTHRIDGE, CA	NORDHOFF	#340 19422 NORDHOFF STREET	NORTHRIDGE, CA	91324
9062 NORTHKIDOE, CA	PLAZA	19422 NORDHOFF STREET	NORTHRIDOE, CA	91324
9083 SAN ANTONIO, TX	HUEBNER OAKS	11075 IH-10 WEST SUITE 302	SAN ANTONIO, TX	78230
5005 BAN ANTONIO, 1X	SC	11075 III-10 WEST SOITE 502	SAIVANTONIO, IX	78250
9084 COLUMBIA, MD	THE MALL IN	10300 LITTLE PATUXENT	COLUMBIA, MD	21044
	COLUMBIA	PKWY, SPACE #1870		21011
9102 EAST HAVEN, CT	··· <b>-</b>	96 FRONTAGE ROAD	EAST HAVEN, CT	06512-
9103 FAIRFIELD, CT	FAIRFIELD	2367 BLACK ROCK	FAIRFIELD, CT	06825-
,	WOODS PLAZA	TURNPIKE	·	
9105 WARWICK, RI		800 BALD HILL ROAD	WARWICK, RI	02893
			-	

9106	ALEXANDRIA, VA	PLAZA AT	6222 LITTLE RIVER		ALEXANDRIA, VA	22312-
9108	LATHRUP VILLAGE, MI		TURNPIKE 26740 SOUTHFIELD ROAD		LATHRUP VILLAGE, MI	48076-
	NORTH DARTMOUTH, MA		FAUNCE CORNER ROAD		NORTH DARTMOUTH, MA	02747-
9114	OKLAHOMA CITY, OK	WALNUT SQUARE SHOPPING CENTER	2209 S.W. 74TH ST., SUITE 318		OKLAHOMA CITY, OK	73159-
9117	TYNGSBORO, MA	TJ MAXX PLAZA	440 MIDDLESEX ROAD		TYNGSBORO, MA	01879-1021
9119	HOMETOWN, IL	FOUR CITIES PLAZA	8735 SOUTH CICERO AVE		HOMETOWN, IL	60456-1018
	OAKBROOK TERRACE, IL	JRC PLAZA WEST	17 W. 480 22ND ST.		OAKBROOK TERRACE, IL	60181
9121	PHILADELPHIA, PA		2715 S. FRONT STREET #6		PHILADELPHIA, PA	19148-
9123	HAMPTON, VA	RIVERDALE CENTER SHOPPING CEN.	1044 W. MERCURY BLVD.		HAMPTON, VA	23666-
9124	WETHERSFIELD, CT		1138 SILAS DEANE HIGHWAY		WETHERSFIELD, CT	16109-
9127	GREENWOOD, IN	GREENWOOD SHOPPES SHOPPING CTR	884 NORTH U.S. 31		GREENWOOD, IN	46142-
9131	TONAWANDA, NY	MARVIN GARDENS PLAZA	1228-1230 NIAGARA FALLS BLVD.		TONAWANDA, NY	14150-
9133	CHARLOTTE, NC		5030 EAST INDEPENDENCE BLVD		CHARLOTTE, NC	28212
9137	COLUMBIA, SC	THE OUTLET POINT	125 OUTLET POINT BLVD		COLUMBIA, SC	29210-
9139	CHARLESTON, SC	NORTH RIVERS MARKET SUITE 1440	7800 RIVERS AVENUE	SUITE 1440	CHARLESTON, SC	29406-4016
9142	HANOVER, MA	HANOVER SHOPPING CENTER	1410 WASHINGTON STREET		HANOVER, MA	02339-
	WEST SPRINGFIELD, MA		223-227 MEMORIAL AVENUE		WEST SPRINGFIELD, MA	01089-
9147	BURLINGTON, NC	BURLINGTON MANUFACTURER OUTLET	2397 CORPORATION PARKWAY		BURLINGTON, NC	27215-
9149	ALBANY, NY	WOLF ROAD SHOPPERS PARK	110 WOLF ROAD		ALBANY, NY	12205-
9152	MYRTLE BEACH, SC		4630 FACTORY STORES BLVD	SUITE A-105	MYRTLE BEACH, SC	29579
9155	OKLAHOMA CITY, OK		3617 NORTHWEST EXPRESSWAY		OKLAHOMA CITY, OK	73132-
9157	NASHVILLE, TN	RIVERGATE SQUARE	1596 GALLATIN PIKE NORTH		NASHVILLE, TN	37115-

9159 WOODBRIDGE, VA	SMOKETOWN STATION	13289 WORTH AVENUE	WOODBRIDGE, VA	22192
9160 DEDHAM, MA*	STATION	735 PROVIDENCE	DEDHAM, MA*	02026-
, 100 <u>B</u> <u></u>		HIGHWAY		02020
9161 SAUGUS, MA		87 BROADWAY	SAUGUS, MA	01906-
9165 IRVING, TX	GRANDE	2608 NORTH BELTLINE	IRVING, TX	75062-
	SHOPPING	ROAD		
	CENTER			
9166 NIAGARA FALLS, NY	NIAGARA	1900 MILITARY ROAD	NIAGARA FALLS, NY	14302
	FACTORY			
	OUTLET MALL			
9168 GROTON, CT	GROTON	984 POQUONNOCK RD.,	GROTON, CT	06340-
	FASHION PLAZA	ROUTE 12		
9171 MERRILLVILLE, IN	THE CROSSINGS	2217A EAST 80TH AVENUE	MERRILLVILLE, IN	46410-
	AT HOBART, IN			
9172 ORLANDO, FL	SHOPPES OF	5728 INTERNATIONAL DR.	ORLANDO, FL	32819
	INTERNATIONALE			
	PL			
9174 HENRIETTA, NY	SOUTHTOWN	3333 WEST HENRIETTA	HENRIETTA, NY	14623
ALSS NULFORD OT	PLAZA	ROAD	MUROPPIOT	06460
9175 MILFORD, CT		1501 BOSTON POST ROAD	MILFORD, CT	06460
9176 GREENSBORO, NC	ED KELLY PLAZA	3806-A HIGH POINT RD., SPACE G	GREENSBORO, NC	27407-
9177 INDIANAPOLIS, IN	LAFAYETTE SHOPPES	4664 WEST 38TH STREET	INDIANAPOLIS, IN	46254-
9178 NORFOLK, VA	VIRGINIA BEACH	6109 E. VIRGINIA BEACH	NORFOLK, VA	23502-
	BLVD SHOPPES	BLVD., SUITE C		
9180 PARAMUS, NJ*		443 ROUTE 17 SOUTH	PARAMUS, NJ*	07652-
9181 BALTIMORE, MD	MONTGOMERY	6217 BALTIMORE	BALTIMORE, MD	21228-
	WARD PLAZA	NATIONAL PIKE		
9182 NORRIDGE, IL	GAP SHOPPING	4151 NO. HARLEM AVE.	NORRIDGE, IL	60656-
	CENTER			
9183 NILES, IL		9517 NO. MILWAUKEE AVE.	NILES, IL	60714
9184 REDFORD TOWNSHIP,		9189 TELEGRAPH ROAD	REDFORD TOWNSHIP, MI	48239-
MI				
9185 MEDFORD, MA	FELLSWAY	686 FELLS WAY	MEDFORD, MA	02155-
	SHOPPING PLAZA			
9186 UNION, NJ		2456 U.S. HIGHWAY 22	UNION, NJ	07083-
9187 ROSEVILLE, MN	ROSEWOOD SC	2195B SNELLING AVENUE	ROSEVILLE, MN	55113
		SOUTH		
9188 LIGHTFOOT, VA	WILLIAMSBURG	8000 RICHMOND ROAD	LIGHTFOOT, VA	23090-
A1AA ODEENELELD WI	OUTLET MALL			52220
9190 GREENFIELD, WI	KOPP SHOPPING	4751 SOUTH 76TH STREET	GREENFIELD, WI	53220-
0101 CALENA NUL	CENTER	246 SO DROADWAY	CALEM NUL	02070
9191 SALEM, NH		346 SO. BROADWAY	SALEM, NH	03079-
9193 CENTEREACH, NY		2049 MIDDLE COUNTRY RD.	CENTEREACH, NY	11720-

STORE					LANDLORD ADDRESS 1 ADDR
LOCATION	CENTER NAME	ADDRESS 1	ADDRESS 2	CITY, ST	ZIP CODE *** *** **
9194 BROOKFIELD, WI	BROWNSTONES	17430-17680 W. BLUEMOUND		BROOKFIELD, WI	53005
	SHOPPING CENTER	ROAD, #11			
9195 ST. ANN, MO		3535 N. LINDBERGH AVE.		ST. ANN, MO	63074-
9196 MAPLEWOOD, MN	TOWN CENTER OF	1845 COUNTY ROAD D		MAPLEWOOD, MN	55109-
	MAPLEWOOD				
9197 BURLINGTON, MA	BURLINGTON CROSS	34 CAMBRIDGE STREET,		BURLINGTON, MA	01803-
	ROADS	SPACE #9			
9199 TOMS RIVER, NJ	BEY LEA PLAZA	HOOPER AVENUE		TOMS RIVER, NJ	08753
9200 CHICAGO, IL	ADDISON MALL	2949 WEST ADDISON STREET		CHICAGO, IL	60618-
9201 RICHFIELD, MN	RICHFIELD SHOPPES	6601 NICOLLET AVENUE		RICHFIELD, MN	55423-
	SOUTH	SOUTH			
9202 PLEASANT	PRIME OUTLETS AT	11601 108 STREET, SUITE 528		PLEASANT PRAIRIE, WI	I 53158
PRAIRIE, WI	PLEASANT PRAIRIE				
9204 NANUET, NY	ROCKLAND	23 ROCKLAND CENTER		NANUET, NY	10954-
	SHOPPING CENTER				
9205 MISHAWAKA, IN	INDIAN RIDGE PLAZA	5776 GRAPE ROAD		MISHAWAKA, IN	46545-
9206 WESTLAND, MI	WESTWAY PLAZA	35592 WEST WARREN ROAD		WESTLAND, MI	48185-
9207 YONKERS, NY		2369 CENTRAL PARK		YONKERS, NY	10710-
		AVENUE			
9208 ANN ARBOR, MI		3576 WASHTENAW AVE.,		ANN ARBOR, MI	48104-
		SUITE B			
9209 PONTIAC, MI		9 NORTH TELEGRAPH ROAD		PONTIAC, MI	48328
9210 EVERGREEN	EVERGREEN PARK	2637 WEST 95TH STREET		EVERGREEN PARK, IL	60642-
PARK, IL	COMMONS				
9211 BROOKLYN, NY		2435 FLATBUSH AVENUE		BROOKLYN, NY	11234-
9213 LANGHORNE, PA		EAST LINCOLN HWY, U.S.		LANGHORNE, PA	19047-
	VALLEY	RTE. 1			
9214 MADISON		100 WEST 12 MILE ROAD		MADISON HEIGHTS, MI	48071-2416
HEIGHTS, MI	CENTER				
9217 COLUMBUS, OH	SANCUS RETAIL	1154 POLARIS PARKWAY		COLUMBUS, OH	43240
AND NORTH	CENTER				44070
9220 NORTH		25180 LORAIN ROAD		NORTH OLMSTEAD,	44070
OLMSTEAD, OH		5305 HICKORY HOLLOW		OH ANTIOCH TN	27012
9221 ANTIOCH, TN		5295 HICKORY HOLLOW		ANTIOCH, TN	37013
0222 WICHTA KS		PARKWAY		WICHITA KS	(7207
9223 WICHITA, KS	EASTGATE PLAZA	8303 EAST KELLOGG DRIVE		WICHITA, KS	67207
9224 SAGINAW, MI		4434 BAY ROAD		SAGINAW, MI	48603
9225 GLEN BURNIE, MD		6710 GOVERNOR RITCHIE		GLEN BURNIE, MD	21061-2319
0227 SOUTHCATE MI	SHOPPING CTR.	HIGHWAY		SOUTHCATE MI	48105
9227 SOUTHGATE, MI	DEDWING DI A 7 A	18700 EUREKA ROAD	SUITE 4	SOUTHGATE, MI	48195-
9229 LINCOLN, NE	REDWING PLAZA		SUITE 4	LINCOLN, NE	68510-
9232 CANTON, OH	BELDEN WHIPPLE	5106 - 5108 WHIPPLE N.W.		CANTON, OH	44718-
0225 ELINT MI	CENTER	C4265 MILLED DOAD		ELINIT MI	48507
9235 FLINT, MI		G4365 MILLER ROAD		FLINT, MI	48507-

9236 SPRINGFIELD TOWNSHIP, PA		220 BALTIMORE PIKE	SPRINGFIELD TOWNSHIP, PA	19064
9237 COLUMBUS, OH	EASTLAND SHOPPING CENTER	2577 SO. HAMILTON ROAD	COLUMBUS, OH	43232-
9241 GREENBELT, MD	GREENWAY CENTER	7565 GREENBELT RD.	GREENBELT, MD	20770
9242 LAKE GEORGE, NY	DUNHAM FOOTWEAR	R1492 Rte. 9	LAKE GEORGE, NY	12845-9735
9247 WEST ST. PAUL, MN		1733 S. ROBERTS STREET	WEST ST. PAUL, MN	55118-
9250 FAIRVIEW HEIGHTS, IL	LINCOLN HIGHWAY	319 LINCOLN HWY.	FAIRVIEW HEIGHTS, IL	62208
9251 PIGEON FORGE, TN	N BELZ FACTORY OUTLET MALL	2655 TEASTER LANE	PIGEON FORGE, TN	37863-
9252 OMAHA, NE	CROSSROADS PLAZA SC	76TH & DODGE	OMAHA, NE	68114
9254 JOLIET, IL	LARKIN AVENUE	1359 N. LARKIN ST.	JOLIET, IL	60435
9256 LAWRENCE		3256 BRUNSWICK PIKE -	LAWRENCE	08648
TOWNSHIP, NJ		ROUTE 1	TOWNSHIP, NJ	
9257 NORTH RANDALL, OH		4755 NORTHFIELD ROAD	NORTH RANDALL, OH	44128-
9258 TOLEDO, OH	MONROE STREET PLAZA	5212 MONROE STREET	TOLEDO, OH	43623
9260 ERIE, PA	MILLCREEK SQUARE	7 MILLCREEK SQUARE	ERIE, PA	16565-
9266 LAKELAND, TN	MEMPHIS FACTORY OUTLET MALL	3536 CANADA ROAD	LAKELAND, TN	38002-9723
9267 INDIANAPOLIS, IN	WASHINGTON SHOPPES	10027 E. WASHINGTON STREET	INDIANAPOLIS, IN	46229-
9270 BLOOMINGTON, IL	LAKEWOOD PLAZA	1407 N. VETERAN' S PARKWAY	BLOOMINGTON, IL	61704-
9271 MATTESON, IL	ROSE PLAZA	4744 W. LINCOLN HWY.	MATTESON, IL	60443
9272 KITTERY, ME	THE OUTLET MALL OF KITTERY	LITCHFIELD ROAD, SUITE 1	KITTERY, ME	03904-
9273 GRAND RAPIDS, MI	EAST PARIS SHOPPES	3931 28TH STREET S.E.	GRAND RAPIDS, MI	49512
9274 SPRINGFIELD, IL		2450 WABASH SPACE 101	SPRINGFIELD, IL	62704
9278 RICHMOND, VA		11003 MIDLOTHIAN TURNPIKE	RICHMOND, VA	23235
9280 PITTSBURGH, PA		4700 MCKNIGHT ROAD	PITTSBURGH, PA	15237
9286 HAMDEN, CT	PARKWAY PLAZA II	1819 DIXWELL AVENUE	HAMDEN, CT	06514
9290 PHILADELPHIA, PA	A FRANKLIN MILLS	1441 FRANKLIN MILLS CIRCLE	PHILADELPHIA, PA	19154
9291 WILMINGTON, NC	UNIVERSITY COMMONS SHOP CENTER	351 S. COLLEGE RD, SPACE D-19	WILMINGTON, NC	28403-1617
9292 POUGHKEEPSIE, NY	SOUTH ROAD SQUARE	804 SOUTH ROAD SQUARE	POUGHKEEPSIE, NY	12601-
9293 AKRON, OH	CHAPEL HILL SQUARE	1950 BUCHOLZER BLVD.	AKRON, OH	44310
9298 DOVER, DE	ROUTE 13 AT DOVER DOWNS	1037 N. DUPONT HWY.	DOVER, DE	19901
9299 BLAINE, MN	NORTHCOURT COMMONS #13	670 COUNTY ROAD 10 NE	BLAINE, MN	55432-

9302 LITTLE ROCK, AR		1216 S. UNIVERSITY AVENUE	LITTLE ROCK, AR	72204-
9306 WILKES BARRE,	TRIANGLE PLAZA	677 H. KIDDER STREET	WILKES BARRE, PA	18702
PA				
9309 DES MOINES, IA	UNIVERSITY PARK	8801 UNIVERSITY AVENUE	DES MOINES, IA	50325
9311 MONROEVILLE, PA	A	3832 WILLIAM PENN HWY.	MONROEVILLE, PA	15146-
9312 DANBURY, CT	PATHMARK SHOPPING CENTER	100 NEWTON-DANBURY ROAD	DANBURY, CT	06810
9316 LANCASTER, PA	ROCKVALE SQUARE	35 SO. WILLOWDALE DR. BOX 807	LANCASTER, PA	17602-
9319 SIOUX FALLS, SD	GREENWAY MINI MALL	3500 W 41ST STREET	SIOUX FALLS, SD	57106-
9323 SMITHFIELD, NC	CAROLINA PREMIUM	2400 INDUSTRIAL PARK	SMITHFIELD, NC	27577-
,,.,.	OUTLETS	DRIVE SPACE 450	,	
9324 FARGO, ND	T.J. MAXX CENTER	4340 13TH AVE. SW	FARGO, ND	58103-
9326 MELROSE PARK, I		1254 NORTH AVENUE		60160-1012
9520 MELKUSE PARK, I	SHOPPING CENTER	1234 NORTH AVENUE	MELROSE PARK, IL	00100-1012
9327 ROSEVILLE, MI		30160 GRATIOT AVENUE	ROSEVILLE, MI	48066-
9330 CARLE PLACE, NY		160 GLEN COVE ROAD UNIT	CARLE PLACE, NY	11514-
		#1		
9331 ST. LOUIS, MO		7328 S. LINDBERGH BLVD.	ST. LOUIS, MO	63125-
9333 ST. PETERS, MO		4083 VETERANS MEMORIAL	ST. PETERS, MO	63376
		PKWY		
9334 LANSING, IL	THE LANDINGS OF LANSING	16819 TORRENCE AVENUE	LANSING, IL	60438-
9336 SOUTH		220 MAIN MALL ROAD	SOUTH PORTLAND, M	E 04106-
PORTLAND, ME				
9339 PATCHOGUE, NY		449-56 SUNRISE HWY. BLDG.	PATCHOGUE, NY	11772-
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9340 DISTRICT	PENN STATION	5736 SILVER HILL RD.	DISTRICT HEIGHTS,	20747-
HEIGHTS, MD	SHOPPING CENTER		MD	20717
9343 PITTSBURGH, PA	ROBINSON COURT	6528 STEUBENVILLE PIKE	PITTSBURGH, PA	15205
9345 RIVERTON, NJ	CINNAMINSON	CINNAMINSON AVE. & U.S.	RIVERTON, NJ	08077-
3345 KIVEKION, NJ	SHOPPING CENTER	RT.130	KIVEKTON, NJ	08077-
9347 TULSA, OK	SHOLLING CENTER	8228 E. 61ST ST., SUITE 101	TULSA, OK	74133-
9348 YORK, PA	MAPLE VILLAGE II	970 LOUCKS RD.	YORK, PA	17404
9349 EVANSVILLE, IN	EASTLAND SHOPPES	1530 N. GREEN RIVER ROAD	EVANSVILLE, IN	47715
	SHOPPING CTR	- BLDG. A		
9351 CHATTANOOGA,	BRAINARD PARK	5799 BRAINARD ROAD	CHATTANOOGA, TN	37411-
TN				
	II MINGES BROOK MALI	L 5568 BECKLEY ROAD	BATTLE CREEK, MI	49015-
9355 LAKE PARK, GA	LAKE PARK MILL	5265 MILL STORE ROAD-	LAKE PARK, GA	31636-
	STORE PLAZA	SUITE 30		
9356 HOUSTON, TX		6898 SOUTHWEST FREEWAY	HOUSTON, TX	77074-
9360 LANSING, MI	DELTA CENTER	5849 W. SAGINAW HWY.	LANSING, MI	48917-
9361 FORT WAYNE, IN	COLISEUM SHOPPES	501 COLISEUM BLVD. EAST	FORT WAYNE, IN	46805-
9363 BROOKLYN, NY		527 86TH STREET	BROOKLYN, NY	11209-
9365 HOUSTON, TX	THE COMMONS AT WILLOWBROOK	7592 FM 1960 WEST	HOUSTON, TX	77070
9366 HURST, TX	NORTHEAST SHOPPING CENTER	8704A AIRPORT FREEWAY	HURST, TX	76053-
	SHOTHING CENTER			

9367	MASSAPEQUA, NY		5060A SUNRISE HWY.	MASSAPEQUA, NY	11762-
9368	COLUMBUS, OH	WEST BROAD CENTER	3659 W. BROAD STREET	COLUMBUS, OH	43228
9370	NORTH	NORTH RIVERSIDE	7341 25TH STREET	NORTH RIVERSIDE, IL	60546-
	RIVERSIDE, IL	PLAZA			
9371	DEPTFORD, NJ	DEPTFORD CROSSING	CLEMENTS BRIDGE/	DEPTFORD, NJ	60546
		SHOPPING CTR	ALMONESSON RD		
9373	GURNEE, IL	GURNEE MILLS	6170 WEST GRAND AVE.	GURNEE, IL	60031-
9374	BRONX, NY	BAY PLAZA	2094 BARTOW AVE. SPACE	BRONX, NY	10475-
		SHOPPING CENTER	#2		
9375	SPRINGDALE, OH	CASSINELLI SQUARE	129 E. KEMPER ROAD	SPRINGDALE, OH	45246-
9376	CINCINNATI, OH	KENWOOD CENTER	7324 KENWOOD ROAD	CINCINNATI, OH	45236
9377	INDIANAPOLIS, IN	CASTLETON SHOPPES	6024 EAST 82ND STREET	INDIANAPOLIS, IN	46250-
9378	BROWN DEER , WI		7817 W. BROWN DEER ROAD	BROWN DEER , WI	53223-
9379	SHREWSBURY, MA	WHITE CITY EAST	112 BOSTON TURNPIKE	SHREWSBURY, MA	01545
		SHOPPING CTR.			
9380	WALDORF, MD	CONVENIENCE	3376 CRAIN HIGHWAY	WALDORF, MD	20603
		CENTER	(ROUTE 301)		
9381	LOUISVILLE, KY		7635 SHELBYVILLE ROAD	LOUISVILLE, KY	40222
9383	PHILADELPHIA, PA	ROOSEVELT MALL	2375 COTTMAN AVE.	PHILADELPHIA, PA	19149-
9384	MIAMISBURG, OH		7924 SPRINGBORO PIKE	MIAMISBURG, OH	45342-
9387	BOARDMAN, OH		926 BOARDMAN-POLAND	BOARDMAN, OH	44512-
			RD.		

<u>STORE</u>							LANDLORD	ADDRESS 1	ADDRESS 2	2 CITY STA
	LOCATION	CENTER NAME	ADDRESS 1	ADDRESS 2	CITY, ST	ZIP CODE	***	***	***	*** **
9388 STA	ATEN ISLAND, NY	HEARTLAND	2295 RICHMOND AVE.		STATEN ISLAND,	10314-				
		SHOPPING			NY					
		PLAZA								
9390 DA	LLAS, TX	RED BIRD	3209 W. CAMP WISDOM		DALLAS, TX	75237-2052				
		TOWERS	ROAD							
9391 WI	LMINGTON, DE		3924 KIRKWOOD HWY.		WILMINGTON, DE	19808-				
9393 AM	IARILLO, TX	WOLFIN	2217 I-40 WEST		AMARILLO, TX	79109-				
		SQUARE								
9395 ME	ENTOR, OH		7619 MENTOR AVENUE		MENTOR, OH	44060-				
9396 KIN	NG OF PRUSSIA,		445 W. DEKALB PIKE -		KING OF	19406-				
PA			RTE. 202		PRUSSIA, PA					
9397 HO	USTON, TX	WOOD FOREST	10911 EAST FREEWAY		HOUSTON, TX	77029-				
		SHOPPING								
		CENTER								
9400 SEC	CAUCUS, NJ	THE MALL AT	ROUTE 3		SECAUCUS, NJ	07094-				
		MILL CREEK								
9401 JOI	HNSON CITY, NY		310 REYNOLDS ROAD		JOHNSON CITY,	13790				
			SUITE A		NY					
9402 SEI	LMA, TX	THE FORUM AT			SELMA, TX	78154				
		OLYMPIA	PARKWAY, SUITE 101							
9403 HO	OUSTON, TX	HUMBLEWOOD		HIGHWAY 59	HOUSTON, TX	77338-				
		SHOPPING	FREEWAY							
		CENTER								
	BBOCK, TX		4408 50TH STREET		LUBBOCK, TX	79414-				
	IOXVILLE, TN		7834 KINGSTON PIKE		,	37919-				
9406 PE0	ORIA, IL		3526-3528 N.		PEORIA, IL	61604				
			UNIVERSITY AVE.							
9407 PIN	NEVILLE, NC	THE CENTRUM	10610-D CENTRUM		PINEVILLE, NC	28134-				
0.400 5.43			PARKWAY							
9408 FA	IRFAX, VA	GREENBRIAR	13061 LEE JACKSON		FAIRFAX, VA	22030-				
0.400 DV		TOWN CENTER	MEMORIAL HWY							
9409 BU	RNSVILLE, MN	BURNSHAVEN	712 W. COUNTY ROAD		BURNSVILLE, MN	55337-				
0411 DI		STRIP CENTER	#42			10121				
9411 PH	ILADELPHIA, PA		4500 CITY LINE AVE.,		PHILADELPHIA,	19131-				
0412 50		CENTRE	BLDG. A		PA	01701				
9412 FK	AMINGHAM, MA	PAKK PLAZA	150 WORCESTER ROAD		FRAMINGHAM,	01701-				
0412 643	N ANTONIO TY		7224 CAN DEDDO		MA	79216				
9413 SA	N ANTONIO, TX		7334 SAN PEDRO		SAN ANTONIO,	78216				
0414 41			BLVD.		TX	07110				
9414 AL	BUQUERQUE, NM		6601 MENUAL N.E.		ALBUQUERQUE,	8/110				
0417 374			220 W CUNDLED IWAY		NM	11501				
	LLEY STREAM,		320 W. SUNRISE HWY.		VALLEY	11581-				
NY					STREAM, NY					

9416 BROOKLYN, NY	PENN PLAZA SHOPPING	1110 PENNSYLVANIA AVENUE	BROOKLYN, NY	11207
9417 CORPUS CHRISTI,	CENTER SOUTH POINT	5118-C STAPLES	CORPUS CHRISTI,	78411-
TX	RETAIL CENTER	STREET	TX	
9419 LAREDO, TX	RIO NORTE	5504 SAN BERNADO	LAREDO, TX	78041-
	SHOPPING CENTER	AVE. STE. 100		
9420 BALTIMORE, MD	EASTPOINT MALL	7839 EASTPOINT MALL	BALTIMORE, MD	21224
9421 FORT WORTH, TX		4613 S. HULEN STREET	FORT WORTH, TX	76132
9422 DALLAS, TX	PRESTON VALLEY VIEW S.C.	13398 PRESTON ROAD	DALLAS, TX	75240-
9424 HARRISBURG, PA		4425 JONESTOWN ROAD	HARRISBURG, PA	17109
9426 WARREN, MI		1961 E. EIGHT MILE ROAD	WARREN, MI	48091-
9428 GRAND CHUTE	T.J. MAXX PLAZA	708 N. CASALOM DR., STE. 10	GRAND CHUTE	54915-
9429 EL PASO, TX	MISSION PLAZA	1111 HAWKINS BLVD.	EL PASO, TX	79925-
9430 GREENBURGH, NY		350 TARRYTOWN ROAD RTE 119	GREENBURGH, NY	10607-
9431 MONTGOMERY, AL		3984 EASTERN BLVD.	MONTGOMERY, AL	36116
9432 ORANGE PARK, FL	ORANGE PARK (JACKSONVILLE	62 - 74 BLANDING ) BLVD.	ORANGE PARK, FL	32073
9433 JACKSONVILLE, FL		9402 ARLINGTON	JACKSONVILLE,	32225-
	POINTE S.C.	EXPRESSWAY	FL	
9434 NORTH MIAMI, FL	THE PROMENADE	1755 NE 163RD STREET	NORTH MIAMI, FL	33162
	SHOPS AT 163RD			
9435 STONE MOUNTAIN,	STONE	5370 US HWY 78, SUITE	STONE	30087-
GA	MOUNTAIN	5	MOUNTAIN, GA	
	SQUARE			
9440 LINDEN, NJ	LINDEN SHOPPING CENTER	1601 WEST EDGAR RD/	LINDEN, NJ	07036
9441 VICTOR, NY	COBBLESTONE	170 COBBLESTONE	VICTOR, NY	14564
	COURT	COURT DRIVE		
9442 S BURLINGTON, VT	STAPLES PLAZA	861 WILLISTON ROAD	S BURLINGTON, VT	05403
9443 DENVER, CO	BOWLES	5656 BOWLES	DENVER, CO	80123
	CROSSING SHOPPING CTR.	CROSSING		
9444 SCRANTON, PA	BAYSHORE SHOPPING CENTER	RTE. 6 SCRANTON- CARBONDALE HWY	SCRANTON, PA	18505
9445 BAYSHORE L.I., NY	BAYSHORE SHOPPING CENTER	1757 SUNRISE HWY.	BAYSHORE L.I., NY	11706-

9447	CHERRY HILL, NJ		216 HADDONFIELD ROAD	CHERRY HILL, NJ	08002
9449	MANASSAS, VA	MANASSAS MALL	8372-8374 SUDLEY ROAD	MANASSAS, VA	22109
9451	SCHAUMBURG, IL	WOODFIELD VILLAGE GREEN S.C.	1400 GOLF ROAD	SCHAUMBURG, IL	60173-
9453	EATONTOWN, NJ		49 ROUTE 36 WEST	EATONTOWN, NJ	07724
	WHITEHALL, PA		2367 MACARTHUR	WHITEHALL, PA	
,			ROAD	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10002
9455	PORT HURON, MI	HORIZON	1661 RANGE ROAD,	PORT HURON, MI	48074-
	,	OUTLET CENTER		,	
	CHEEKTOWAGA, NY		2130 WALDEN AVENUE	CHEEKTOWAGA, NY	14225
9457	DULUTH, MN	STONE RIDGE	913 W. CENTRAL	DULUTH, MN	55811-
		SHOPPING CENTER	ENTRANCE		
9458	LEDGEWOOD, NJ		288 RTE. 10 W	LEDGEWOOD, NJ	07876
9460	RICHMOND, VA		7111 W. BROAD	RICHMOND, VA	23294
			STREET		
9461	E. BRUNSWICK, NJ		326 RTE. 18	E. BRUNSWICK,	08816
				NJ	
9464	IRONDEQUOIT, NY	TOPS PLAZA	RIDGE ROAD EAST	IRONDEQUOIT,	14621
				NY	
9465	MANSFIELD, OH		695 NO. LEXINGTON-	MANSFIELD, OH	44906-
			SPRINGMILL		
9466	LAFAYETTE, IN		2128 SAGAMORE	LAFAYETTE, IN	47905
			PKWY. SOUTH		
9468	GREEN BAY, WI	UNITED CENTER	2300 SOUTH ONEIDA	GREEN BAY, WI	54304
9469	MIDLAND, TX		4410 N. MIDKIFF ROAD SUITE b-1	MIDLAND, TX	79705-
9470	LOUISVILLE, KY	BROWNFIELD	4815 OUTER LOOP	LOUISVILLE, KY	40219
		SQ. SHOPPING	BROWNSVILLE		
		CENTER	SQUARE		
9471	LAFAYETTE, LA	AMBASSADOR	3501 AMBASSADOR	LAFAYETTE, LA	70503
		ROW SHOPPING	CAFFERY		
		CENTER			
9472	VIRGINIA BEACH,	NORTH MALL	2704 LYNNHAVEN	VIRGINIA BEACH,	23452-
	VA	SHOPS	PARKWAY, S. 105	VA	
9473	COLORADO	CITADEL	507 NORTH ACADEMY	COLORADO	80909
	SPRINGS, CO	CROSSING	BOULEVARD	SPRINGS, CO	
9477	HIALEAH, FL	PALM SPRINGS MILE S.C.	1001 W.49th St., SUITE 1	HIALEAH, FL	33012-
9478	BATON ROUGE, LA		9490 AIRLINE	BATON ROUGE,	70815-
	,		HIGHWAY	LA	
9482	BRANDON, FL	BRANDON	S.R. 60 & I-75 #100B	BRANDON, FL	33511-
	,	TOWN CENTER		,	
9484	CHAMPAIGN, IL	WAL-MART	1006 W. ANTHONY DR.	CHAMPAIGN, IL	61820-
		PLAZA	SUITE A&B		
9486	AUSTIN, TX	ABORETUM	9705 RESEARCH BLVD	AUSTIN, TX	78759
	-	SHOPPING	HWY. 183	-	
		CENTER			

9487	SAN ANTONIO, TX	KINKO' S	5755 N.W. LOOP 410	SAN ANTONIO,	78238-
		RETAIL CENTER	SUITE 103	TX	
9488	LAKELAND, FL	VILLAGE PLAZA	4304 U.S. HIGHWAY 98 NORTH	LAKELAND, FL	33809-
9489	NAPERVILLE, IL	NAPERWEST	618 SOUTH ROUTE 59,	NAPERVILLE, IL	60540-
		PLAZA	SUITE 112		
9490	ALPHARETTA, GA	MANSELL	7681 N. POINT PKWY.,	ALPHARETTA, GA	30202-
		CROSSING	SUITE 500		
		SHOPPING CEN.			
9491	MIAMI, FL		9875 SO. DIXIE	MIAMI, FL	33156-
	,		HIGHWAY	,	
9494	ALTAMONTE	RENAISSANCE	355 E. ALTAMONTE	ALTAMONTE	32701-
	SPRINGS, FL	CENTRE	DR. #1000	SPRINGS, FL	52,01
	MONROE, MI	HORIZON	1470 LAPLAISANCE	MONROE, MI	48161
9490	MONKOE, MI	OUTLET CENTER		MONKOE, MI	40101
0407	BARBOURSVILLE,	HUNTINGTON	MALL ROAD	BARBOURSVILLE,	25504 1824
	WV	MALL	MALE ROAD	WV	23304-1634
		MALL	2590 DAVID MCLEOD	W V FLORENCE, SC	20501
9499	FLORENCE, SC			FLOKENCE, SC	29501-
0500	LENGULLE TY	VISTA RIDGE	BLVD. 565 E. HIGHWAY		750(7
9500	LEWISVILLE, TX			LEWISVILLE, TX	/300/-
		VILLAGE	3040,SUITE# 201		(5004
	SPRINGFIELD, MO		1414 E. BATTLEFIELD	SPRINGFIELD, MO	
9502	BIRCH RUN, MI		12150 SOUTH BEYER	BIRCH RUN, MI	48415-
		AT BIRCH RUN	ROAD, SPACE F050		
9503	BLOOMFIELD, NJ	RICKELS	135 BLOOMFIELD AVE.	BLOOMFIELD, NJ	07003-
		SHOPPING			
		CENTER			
9504	LEXINGTON, KY	CROSSROADS	3270 NICHOLASVILLE	LEXINGTON, KY	40503
		PLAZA	RD.		
9505	RALEIGH, NC		6010 GLENWOOD	RALEIGH, NC	27612
			AVENUE		
9506	ALTOONA, PA	PARK HILLS PLAZA	RT. 200 & PLANK RD	ALTOONA, PA	16602-
0507		PLAZA	2514 W. CENEGEE OT		12210
	CAMILLUS, NY		3514 W. GENESEE ST.	CAMILLUS, NY	13219-
9508	MUNCIE, IN	LYNDENBROOK		MUNCIE, IN	47304-
		PLAZA	EVERBROOK LANE		
9509	ANNAPOLIS, MD		2091 WEST STREET,	ANNAPOLIS, MD	21401-
			PAROLE		
9510	DULUTH, GA	GWINNETT	1950 PLEASANT HILL	DULUTH, GA	30136-
		PLACE MALL	RD. STE. B		
9510	DULUTH, GA		1950 PLEASANT HILL	DULUTH, GA	30136-
			RD. STE. B		
9512	BLOOMINGDALE, IL	STRATFORD	158 SOUTH GARY	BLOOMINGDALE,	60108-
		PLAZA	STREET	IL	
9513	TOWSON, MD	YORK RIDGE	815 GOUCHER BLVD.	TOWSON, MD	21286
		CENTER N.			
9515	MOSINEE, WI	CEDAR CREEK	10101 MARKET ST.	MOSINEE, WI	54455-
		MALL	#C-110		
9516	FT. MYERS, FL		4455 CLEVELAND AVE.	FT. MYERS, FL	33901-
9517	MEMPHIS, TN		6326 WINCHESTER	MEMPHIS, TN	38115-
			ROAD SUITE 1		

9518	ELMHURST, NY		89-55 QUEENS BLVD	ELMHURST, NY	11373-
9520	NILES, OH	GREAT EAST	5555 YOUNGSTOWN/	NILES, OH	44446-
		PLAZA	WARREN ROAD		
9521	AUGUSTA, GA	RICHMOND	3435 WRIGHTSBORO	AUGUSTA, GA	30909-
		PLAZA	ROAD #1206		
9522	SAVANNAH, GA	OGELTHORPE	7929 ABERCORN ST.,	SAVANNAH, GA	31406-3443
		PLAZA	SUITE 640-650		
9523	WEST PALM BEACH,		1990 N. MILITARY	WEST PALM	33409-
	FL*		TRAIL	BEACH, FL*	
9524	OCALA, FL		3558 SOUTH WEST	OCALA, FL	34474-
			COLLEGE ROAD		
9525	TROTWOOD, OH	SALEM CENTER	5286 SALEM AVE., CTR.	TROTWOOD, OH	45426-
		OUTLOT	103		
9526	BIRMINGHAM, AL		1707 MONTGOMERY	BIRMINGHAM, AL	35244-
			HIGHWAY		
9527	MADISON, WI	STERLING	698 SOUTH WHITNEY	MADISON, WI	53711-
		CENTER	WAY		
9528	EAST NORTHPORT,		4199 EAST JERICHO	EAST	11731-
	NY		TURNPIKE	NORTHPORT, NY	

<u>STO</u> RE						LANDLORD ADDRESS 1 ADDR
LOCATION	CENTER NAME	ADDRESS 1	ADDRESS 2		ZIP CODE	*** *** **
9529 BRANSON, MO	FACTORY STORES OF AMERICA	4370 GRETNA ROAD, SUITE #2170	1	BRANSON, MO	65616-	
9530 GREENVILLE, SC		2410 LAURENS ROAD		GREENVILLE, SC	29607-	
9531 COLUMBIA, SC	MARSHBROOK	7357 TWO NOTCH ROAD		COLUMBIA, SC	29223-	
	PLAZA					
9533 SARASOTA, FL		4130 SOUTH TAMIAMI TRAIL		SARASOTA, FL	34231-	
9534 SOMERVILLE, NJ		936 ROUTE 22 EAST		SOMERVILLE, NJ	08876-	
9540 NEW YORK, NY		291 THIRD AVENUE		NEW YORK, NY		
9541 PEMBROKE PINES,	BOULEVARD SQUARE	11090 PINES BOULEVARD		PEMBROKE PINES,	33026-	
FL	SHOPPING CTR			FL		
9542 HILLSBORO, TX	SOUTHWEST OUTLET CENTER	104 NORTHEAST,I-35,SUITE 128		HILLSBORO, TX	76645-	
9545 TYLER, TX		4217 SOUTH BROADWAY AVE		TYLER, TX	75701-	
9546 WARRENTON, MO	WARRENTON OUTLET	1000 WARRENTON OUTLET CTR		WARRENTON, MO	63383-	
	CENTER	#39				
9551 LAUDERDALE	REEF PLAZA	3196 NORTH STATE ROAD		LAUDERDALE	33319-	
LAKES, FL				LAKES, FL		
9553 CONROE, TX		1111 LEAGUE LINE RD STE #121		CONROE, TX	77303-	
9554 FREDERICK, MD	CELLULARONE CENTER	1170 WEST PATRICK ST., S. G&H		FREDERICK, MD	21702-	
9556 BOYNTON BEACH,	OAKWOOD SHOPPING	324 NORTH CONGRESS AVENUE		BOYNTON BEACH,	33426-	
FL	CENTER			FL		
9557 WEST MIFFLIN, PA		2033 LEBANON CHURCH RD SUITE C		WEST MIFFLIN, PA	15122-	
9558 CALHOUN, GA	CALHOUN OUTLET CENTER	SUITE 60 455 BELWOOD RD. S.E.		CALHOUN, GA	30701-	
9564 OMAHA, NE	MONTCLAIR CENTER	13003 WEST CENTER ROAD, S. #28		OMAHA, NE	68144-	
9566 LOVELAND, CO	ROCKY MOUNTAIN FACTORY STORES	5732 MCWHINNEY BOULEVARD, #E-40		LOVELAND, CO	80538-	
9567 DAYTONA BEACH,		2110 WEST INTL. SPEEDWAY		DAYTONA BEACH,	32114-	
FL				FL		
9568 ASHEVILLE, NC		64 TUNNEL ROAD		ASHEVILLE, NC	28805-	
9569 FT. SMITH, AR		4803 ROGERS AVENUE		FT. SMITH, AR	72903-	
9571 JEFFERSONVILLE,	PRIME OUTLETS	8115 FACTORY SHOPS BLVD	SPACE 115	JEFFERSONVILLE,	43128	
ОН	@JEFFERSONVILLE			OH		
9573 MANCHESTER, CT	PLAZA AT BUCKLAND HILLS	1470 PLEASANT VALLEY RD.		MANCHESTER, CT	06040	
9574 HODGKINS, IL	THE QUARRY SHOPPING CENTER	9404 JOLIET ROAD		HODGKINS, IL	60525	
9576 EDINBURGH, IN	EDINBURGH OUTLET CENTER	11747 NORTH EXECUTIVE DRIVE, #880		EDINBURGH, IN	46124	
9577 GREENVILLE, NC	UNIVERSITY COMMONS SHOP CENTER	3040 SOUTH EVANS STREET, #103	SUITE 103	GREENVILLE, NC	27834	

9581 HUNTSVILLE, AL 9583 WEST BERLIN, NJ 9584 SMYRNA, GA		4710-B UNIVERSITY DRIVE 199 NORTH ROUTE 73, STE. A 2778 COBB PARKWAY	SUITE A	HUNTSVILLE, AL WEST BERLIN, NJ SMYRNA, GA	35816 08091 30339
9585 HOWELL, MI	KENSINGTON VALLEY FACTORY SHOP	1475 NORTH BURKHART RD. STE. D180		HOWELL, MI	48855
9586 GAFFNEY, SC	CAROLINA FACTORY SHOPS	335 FACTORY SHOPS BOULEVARD		GAFFNEY, SC	29341
9587 GLENDALE, CO		320 SOUTH COLORADO BOULEVARD		GLENDALE, CO	80246
9588 WATERLOO, NY	WATERLOO PREMIUM OUTLETS	1 655 ROUTE 318, STE. A005	SUITE A005	WATERLOO, NY	13165
9589 ROANOKE, VA		1919 VALLEY VIEW BLVD., NW		ROANOKE, VA	24012
9591 WILLOW GROVE, PA	A	311 WEST MORELAND RD		WILLOW GROVE, PA	19090
9592 BOWLING GREEN, KY		2522 SCOTTSVILLE ROAD	SUITE B	BOWLING GREEN, KY	42104
9595 JACKSON, MS	COUNTY LINE PLAZA	1039 EAST COUNTY LINE ROAD	SUITE A	JACKSON, MS	39211
9596 WOODBURY, MN		8362 TAMARACK VILLAGE	SUITES 117 & 118	WOODBURY, MN	55125
9598 VERO BEACH, FL	OUTLETS AT VERO BEACH	1757 94TH DRIVE	SUITE D180	VERO BEACH, FL	32966
9601 CHARLOTTESVILLE	, ,	1711A&B SEMINOLE TRAIL		CHARLOTTESVILLE,	22901
VA				VA	
9602 BRONX, NY	MODELLS PLAZA	945 WHITE PLAIN ROAD		BRONX, NY	10473
9604 ORLAND PARK, IL	SECOND CENTURY PLAZA	9396 WEST 159TH STREET		ORLAND PARK, IL	60462
9605 TILTON, NH	LAKE REGION FACTORY STORES	120 LACONIA ROAD	SUITE 206	TILTON, NH	03276
9606 OLATHE, KS		20700 WEST 151ST STREET		OLATHE, KS	66061
9610 ROCKFORD, IL		6376 EAST STATE STREET		ROCKFORD, IL	61108
9612 HOUSTON, TX	WESTGATE SHOPPING CENTER	19504 KATY FREEWAY		HOUSTON, TX	77094
9613 WESTMINSTER, CO		8725 SHERIDAN BLVD. (UNIT B)		WESTMINSTER, CO	80030
9614 RIVERHEAD, NY	TANGER OUTLET CENTER	1770 WEST MAIN STREET		RIVERHEAD, NY	11901
9615 SAN MARCOS, TX	SAN MARCOS OUTLET CENTER	4015 INTERSTATE HWY. 35, STE. 214		SAN MARCOS, TX	78666
9616 COMMERCE, GA	TANGER II OUTLET CENTER	800 STEVEN B. TANGER BLVD #310		COMMERCE, GA	30529
9617 MORROW, GA	SOUTH POINT SHOPPING CENTER	6715 JONESBORO ROAD, STE. H		MORROW, GA	30260
9618 MAY' S LANDING, NJ	WRANGLE CONSUMER SQUARE	430 CONSUMER SQUARE		MAY' S LANDING, NJ	08330
9620 GAINESVILLE, FL	BUTLER PLAZA EAST	3600 SW ARCHER ROAD , #A1		GAINESVILLE, FL	32608
9621 AUSTIN, TX	SUNSET VALLEY VILLAGE	5601 BRODIE LANE		AUSTIN, TX	78745
9622 PENSACOLA, FL		7000 N. DAVIS HIGHWAY	UNIT A	PENSACOLA, FL	32504
9623 TOPEKA, KS	WANAMAKER 21	1930 SOUTH WEST	SUITE E	TOPEKA, KS	66614
	SHOPPING CENTER	WANAMAKER RD.			
9624 FREDERICKSBURG, VA		3200 PLANK ROAD		FREDERICKSBURG, VA	22407

9625 WEBSTER, TX	BAYBROOK GATEWAY S.C.	1041 WEST BAY AREA BLVD.		WEBSTER, TX	77598
9626 WRENTHAM, MA	WRENTHAM VILLAGE PREMIUM OUTLE	1 PREMIUM OUTLET BOULEVARD STE 585		WRENTHAM, MA	02093
9627 JOHNSON CREEK, WI	JOHNSON CREEK OUTLET CENTER	622 WEST LINMAR LANE SUITE D25		JOHNSON CREEK, WI	53038
9629 ALBERTVILLE, MN	ALBERTVILLE PREMIUM OUTLETS	6415 LABEAUX AVENUE NE, SUITE B-65		ALBERTVILLE, MN	55301
9630 FOLEY, AL	RIVIERA CENTRE FACTORY STORES	2601 SOUTH MCKENZIE STREET SUITE S4		FOLEY, AL	36535
9631 VACAVILLE, CA	FACTORY STORES AT VACAVILLE	131 NUT TREE ROAD, SUITE K		VACAVILLE, CA	95687
9632 ST. AUGUSTINE, FL	ST. AUGUSTINE OUTLET CENTER	2700 STATE ROAD 16, STE 815		ST. AUGUSTINE, FL	32092
9633 WILLIAMSBURG, IA	TANGER FACTORY OUTLET	112-A TANGER DRIVE		WILLIAMSBURG, IA	52361
9635 GETTYSBURG, PA	GETTYSBURG FACTORY STR	1863 GETTYSBURG DRIVE		GETTYSBURG, PA	17325
9636 TANNERSVILLE, PA	THE CROSSING FACTORY STORES	1000 ROUTE 611, UNIT A19		TANNERSVILLE, PA	18372
9640 FOLSOM, CA	FOLSOM PREMIUM OUTLET	13000 FOLSOM BOULEVARD, SUITE 1440		FOLSOM, CA	95630
9642 HAGERSTOWN, MD	PRIME OUTLETS AT HAGERSTOWN	550 PRIME OUTLETS BOULEVARD		HAGERSTOWN, MD	21740
9643 GROVE CITY, PA	PRIME OUTLET AT GROVE CITY	P.O. BOX 1027 - I-79 & ROUTE 208		GROVE CITY, PA	16127
9644 WESTBROOK, CT	WESTBROOK FACTORY STORES	314 FLAT ROCK PLACE, SUITE A135		WESTBROOK, CT	06498
9646 CAMARILLO, CA	CAMARILLO PREMIUM OUTLETS	990 CAMARILLO CENTER DRIVE, STE 1016		CAMARILLO, CA	93010
9662 COLUMBUS, OH	WYANDOTTE CENTER	5091 E. MAIN STREET		COLUMBUS, OH	43213
9664 ONTARIO, CA	ONTARIO MILLS PLAZA	4320 EAST MILLS CIRCLE RD UNIT H		ONTARIO, CA	91764
9665 OSAGE BEACH, MO	FAC OUTLET VILLAGE OSAGE BEACH	4540 HIGHWAY 54, SUITE N4		OSAGE BEACH, MO	65065
		1230 REHOBOTH OUTLETS,		REHOBOTH BEACH,	19971
DE	III	HIGHWAY 1		DE	
	FACTORY STORES AT LINCOLN CITY	1500 SE EAST DEVILS LAKE ROAD, STE 413		LINCOLN CITY, OR	97367
9670 GULFPORT, MS	GULFPORT FACTORY SHOPS	10737 FACTORY SHOPS BOULEVARD		GULFPORT, MS	39503
9674 BURBANK, OH	PRIME OUTLETS AT LODI	9911 AVON LAKE ROAD, STE 315		BURBANK, OH	44214
9676 GONZALES, LA	TANGER OUTLET	2400 TANGER BOULEVARD, STE 152		GONZALES, LA	70737
9677 BOSSIER CITY, LA	LOUISIANA BOARDWALK	640 BOARDWALK BLVD		BOSSIER CITY, LA	71111
9680 TULARE, CA	HORIZON OUTLET CENTER - TULARE	1483 RETHERFORD STREET	D040	TULARE, CA	93274

9683 JACKSON, NJ	JACKSON OUTLET CENTER	537 MONMOUTH RD, SPACE 322		JACKSON, NJ	
9685 COMMERCE, CA	CITADEL OUTLETS	100 CITADEL DRIVE, SUITE 660		COMMERCE, CA	90040
9686 MICHIGAN CITY, I	N LIGHTHOUSE PLACE	1740 LIGHTHOUSE PLACE	UNIT Q040	MICHIGAN CITY, IN	46360
	PREMIUM OUTLE				
9687 GILROY, CA	GILROY PREMIUM	8155 ARROYO CIRCLE, SPACE		GILROY, CA	95020
	OUTLETS	#A018			
9689 ALLEN, TX	ALLEN PREMIUM	820 WEST STACY ROAD, SUITE		ALLEN, TX	75013
	OUTLETS	330			
9690 LAUGHLIN, NV	HORIZON OUTLET	1955 SOUTH CASINO DRIVE,		LAUGHLIN, NV	89029
	CENTER	SUITE 207			
9701 WOODLAND HILL	S,	6433 CANOGA AVE		WOODLAND HILLS,	91367-
CA				CA	
9702 PHOENIX, AZ		2860 W. PEORIA AVENUE		PHOENIX, AZ	85029-
9703 LAWNDALE, CA		16129 S. HAWTHORNE BLVD #F		LAWNDALE, CA	90260-
9704 DALY CITY, CA	ALTO SERRAMONTE	350 GILBERT BOULEVARD		DALY CITY, CA	94015
	SHOPPING CENTR				

<sup>\*\*\*</sup> Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

STORE			ADDRESS	5		LANDLO	RD ADDRESS	1 ADDRES
LOCATION	CENTER NAME	ADDRESS 1	2	CITY, ST	ZIP CODE	***	***	***
9705 SAN JOSE, CA		3136 STEVEN' S CREEK BLVD.		SAN JOSE, CA	95117		-	
	BLVD.							
9706 UPLAND, CA	MOUNTAIN SQ. SHOPPING CENTER	358/366 S. MOUNTAIN AVE		UPLAND, CA	91786-			
9708 PLEASANT HILL, CA		675 CONTRA COSTA BLVD.		PLEASANT HILL, CA	94523			
9709 EMERYVILLE, CA		1151 40TH STREET		EMERYVILLE, CA	94608-			
9710 SACRAMENTO, CA	MARKET SQUARE	1745 & 1749A ARDEN WAY		SACRAMENTO, CA	95815-			
9711 DUBLIN, CA		8000 AMADOR VALLEY BLVD.		DUBLIN, CA	94568-			
9712 SALINAS, CA	NORTHRIDGE MALL	776 NORTHRIDGE MALL		SALINAS, CA	93906-			
9713 MODESTO, CA		3200 SISK ROAD #G		MODESTO, CA	95356-			
9714 FRESNO, CA	CIRCUT CITY	5048 N. BLACKSTONE AVE		FRESNO, CA	93710-			
	SHOPPING CENTER							
9715 SAN BERNARDINO, CA		798 INLAND CENTER DRIVE		SAN BERNARDINO, CA	92408			
9716 PHOENIX, AZ	CAMELBACK COLONNADE	1945 E. CAMELBACK ROAD	SUITE D2	PHOENIX, AZ	85016-			
9717 PHOENIX, AZ	VILLAGE FAIR SHOPPING CENTER	12847 N. TATUM BLVD.		PHOENIX, AZ	80532-			
9718 SANTA ROSA, CA		1911 SANTA ROSA AVENUE		SANTA ROSA, CA	95407-			
9719 PASADENA, CA	HASTING RANCH PLAZA	3867 FOOTHILL BOULEVARD		PASADENA, CA	91107-			
9720 HENDERSON, NV	SUNSET PLAZA	1152 W. SUNSET RD		HENDERSON, NV	89014-			
9721 BAKERSFIELD, CA		3699 MING AVE		BAKERSFIELD, CA	93309-			
9722 TUCSON, AZ		5700 E. BROADWAY		TUCSON, AZ	85711-			
9723 SANTA ANA, CA	METRO TOWN SQUARE	3638 SOUTH BRISTOL STREET		SANTA ANA, CA	92704-			
9724 ORANGE, CA		1302 N. TUSTIN STREET		ORANGE, CA	92667-			
9726 LAS VEGAS, NV		1705 S. DECATUR BLVD.		LAS VEGAS, NV	89102-			
9727 STOCKTON, CA		5756 PACIFIC AVENUE		STOCKTON, CA	95207			
9728 TACOMA, WA	METRO PLAZA	2220 S. 37TH STREET, SUITE#8		TACOMA, WA	98409-			
9729 LOS ALTOS, CA		4898 EL CAMINO REAL		LOS ALTOS, CA	94022-			
9730 BELLEVUE, WA	STERNCO CENTER	14725 NORTH EAST 20TH AVE		BELLEVUE, WA	98007-			
9731 LAS VEGAS, NV	MARYLAND CROSSINGS	3993 S. MARYLAND CROSSINGS #101		LAS VEGAS, NV	89119-			
9732 FULLERTON, CA		1620 S. HARBOR BLVD., SUITE A		FULLERTON, CA	92632-			
9733 SAN JOSE, CA		K-MART CTR/882 BLOSSOM HILL RD		SAN JOSE, CA	95123-			
9734 AUBURN, WA	SUPERMALL OF THE GREAT N- WEST	1101 SUPERMALL WAY		AUBURN, WA	98001-			
9735 BEAVERTON, OR		8705 SOUTH WEST HALL BLVD		BEAVERTON, OR	97008-			
9736 WEST COVINA, CA		330 SOUTH VINCENT AVE.		WEST COVINA, CA	91790-			

9737 SAN LEANDRO, CA		15099 HESPERIAN BLVD	SAN LEANDRO, CA	94578-
9738 LOS ANGELES, CA		1845 WESTWOOD BLVD	LOS ANGELES, CA	90025-
9739 TUCSON, AZ		4055 NORTH ORACLE ROAD	TUCSON, AZ	85705-
		#101		
9742 SPOKANE, WA*	THE GREAT MALL	N-6010 DIVISION ST	SPOKANE, WA*	99208-
	OF THE BAY AREA			
9743 TRACY, CA	TRACY OUTLET	1005 PESCADARO AVE-SUITE	TRACY, CA	95376-
	CENTER	179		
9744 PALM DESERT, CA		72216 HIGHWAY 111, STE	PALM DESERT, CA	92260-
		F5,F6		
9745 LAKE ELSINORE, CA	LAKE ELSINORE	17600 COLLIER AVENUE	LAKE ELSINORE, CA	92530
	OUTLETS	SUITE H184		
9746 LAKEWOOD, CA	LAKEWOOD	5195 LAKEWOOD BLVD	LAKEWOOD, CA	90712-
	SQUARE S C			
9747 SAN DIEGO, CA	ROSECRANS CTR	2990 MIDWAY DRIVE	SAN DIEGO, CA	92110-
9748 CULVER CITY, CA		5592 S. SEPULVEDA BLVD.	CULVER CITY, CA	90230
9752 PORTLAND, OR	JANTZEN BEACH	1416 JANTZEN BEACH	PORTLAND, OR	97217
· · · · · · · · · · · · · · · · · · ·	SUPERCENTER	CENTER	- , , -	
9753 FREMONT, CA		39121 FREMONT	FREMONT, CA	94538
yree manorit, en		BOULEVARD		1000
9756 VICTORVILLE, CA		12544-B AMARGOSA ROAD	VICTORVILLE, CA	92392
9757 SALEM, OR		1132 LANCASTER DRIVE, NE	SALEM, OR	97301
9759 SACRAMENTO, CA		6160 FLORIN ROAD - SUITE B	SALEM, OK SACRAMENTO, CA	95823
9760 TEMPE, AZ	ARIZONA MILLS	5000 ARIZONA MILLS CIRCLE SUITE	TEMPE, AZ	85282
9700 TEMPE, AZ	ARIZONA MILLS	613	TEMIFE, AZ	03202
0761 DENO NV		5595 SOUTH VIRGINIA	RENO, NV	89502
9761 RENO, NV			KENO, NV	89302
OTCO MALENCIA CA		STREET - SUITE A	VALENCIA CA	01201
9768 VALENCIA, CA	VALENCIA	25640 THE OLD ROAD	VALENCIA, CA	91381
	MARKETPLACE SC			20144
9769 KENNESAW, GA	MAIN STREET AT	440 BARRETT PARKWAY,	KENNESAW, GA	30144
	TOWN CENTER	SUITE 17		
9775 JONESBORO, AR	HIGHLAND	2108 SOUTH CARAWAY	JONESBORO, AR	72401
	SQUARE SC			
9777 INDEPENDENCE, MO	MARKETPLACE	14300 EAST 42ND AVENUE	INDEPENDENCE, MO	64055
	SHOPPING CENTER			
9778 CHANDLER, AZ	CHANDLER	2560 WEST CHANDLER	CHANDLER, AZ	85224
	FESTIVAL	BOULEVARD, SUITE 5		
9780 FLORENCE, KY	VILLAGE AT THE	7634 MALL ROAD	FLORENCE, KY	41042
	MALL			
9782 FAYETTEVILLE, NC		1916 SKIBO ROAD, SUITE 341	FAYETTEVILLE, NC	28314-
9783 WINSTON-SALEM, NC	SILAS CREEK	3272 SILAS CREEK PARKWAY	WINSTON-SALEM, NC	27103
	CROSSING SC			
9787 LONG BEACH, CA	LONG BEACH	7601 CARSON BOULEVARD	LONG BEACH, CA	90808
	TOWNE CENTER			
9788 NORTH ATTLEBORO,	NORTH	1400 SOUTH WASHINGTON	NORTH ATTLEBORO,	02760
MA	ATTLEBORO	STREET	MA	
	MARKETPLACE			
9789 OXNARD, CA		301 W. ESPLANADE DRIVE	OXNARD, CA	93030
9790 WEST HARTFORD, CT	CORBINS CORNER	1457 NEW BRITAIN AVENUE	WEST HARTFORD, CT	06110
9791 COLUMBIA, MO	CROSSROADS	2101 W. BROADWAY	COLUMBIA, MO	65203
	WEST SC			

9792 DAVENPORT, IA	VILLAGE SC	902 WEST KIMBERLY ROAD		DAVENPORT, IA	52806
9793 MARION, IA	COLLINS ROAD	1392 TWIXT TOWN ROAD		MARION, IA	52302
	SQUARE				
9794 JACKSON, TN	JACKSON PLAZA	50 OLD HICKORY EAST		JACKSON, TN	38305
	SC	BLVD.			
9796 SEATTLE, WA	AURORA SQUARE	15819 WESTMINSTER WAY		SEATTLE, WA	98133
		NORTH			
9797 RIVERSIDE, CA	OFF THE MALL	10113 HOLE AVENUE		RIVERSIDE, CA	92503
9798 EL CAJON, CA	HACIENDA	700 N. JOHNSON AVENUE,		EL CAJON, CA	92020
	SQUARE SC	SUITE 1		,	
9799 SOUTH CHARLESTON,		90 RHL BOULEVARD		SOUTH CHARLESTON,	25309
WV	SHOPPING CENTER			WV	25507
	SHOFFING CENTER		STE 100		90124
9800 LONE TREE, CO			STE 100	LONE TREE, CO	80124
9801 LARGO, FL		10359 ULMERTON ROAD		LARGO, FL	33771
9802 WYOMISSING, PA	BROADCASTING	2733 PAPERMILL ROAD, STE		WYOMISSING, PA	19610
	SQUARE SC	X-15			
9804 WATERBURY, CT		945 WOLCOTT STREET		WATERBURY, CT	06705
9805 FAIRLAWN, OH	SHOPS OF	3737 WEST MARKET STREET,		FAIRLAWN, OH	44333
	FAIRLAWN	UNIT L			
9806 SHENANDOAH, TX	PORTOFINO	19075 INTERSTATE 45 SOUTH,		SHENANDOAH, TX	77385
	SHOPPING CENTER	STE 400			
9807 PASADENA, TX	FAIRWAY CENTRE	5579 FAIRMONT PARKWAY		PASADENA, TX	77505
9808 CHICAGO, IL	RIVERPOINT	1730 WEST FULLERTON		CHICAGO, IL	60614
,	CENTER	AVENUE, UNIT 22		,	
9809 LARGO, MD	BOULEVARD AT	900 CAPITAL CENTER BLVD,		LARGO, MD	20774
9009 Enikoo, ME	THE CAPITAL	UNIT G		Entreso, mb	20771
0910 ST CHADLES H	RANDALL			ST. CHARLES, IL	60174
9810 ST. CHARLES, IL		962 SOUTH RANDALL ROAD,		SI. CHARLES, IL	001/4
	BRICHER CENTER				<b>2</b> 4 0 0 4
9811 STUART, FL		2790 NW FEDERAL HIGHWAY		STUART, FL	34994
9812 CHICAGO, IL	CHATHAM	8658 SOUTH COTTAGE		CHICAGO, IL	60619
	VILLAGE SQUARE	GROVE AVENUE			
9813 PHILADELPHIA, PA	QUARTERMASTER	2306 WEST OREGON		PHILADELPHIA, PA	19145
	PLAZA	AVENUE, SPACE F-3			
9814 ROSEVILLE, CA	CREEKSIDE TOWN	1208 GALLERIA BOULEVARD,		ROSEVILLE, CA	95678
	CENTER	STE 150			
9815 BOCA RATON, FL	SOMERSET	8903 GLADES ROAD, BAY		BOCA RATON, FL	33434
	SHOPPES	#L-5/6			
9816 EAST RUTHERFORD, N	J	89 ROUTE 17 SOUTH		EAST RUTHERFORD,	07073
				NJ	
9817 TAMPA, FL		8015 CITRUS PARK DRIVE		TAMPA, FL	33625
9818 SKOKIE, IL	SKOKIE FASHION	9410-A SKOKIE BOULEVARD		SKOKIE, IL	60077
Joro Skokle, iE	SQUARE	)410 A SKOKIE BOOLL VARD		SROKIE, IE	00077
	-	2750 AIDDODT DOLL EVADD		MODILE AL	26600
9819 MOBILE, AL	LLANFAIR	3750 AIRPORT BOULEVARD		MOBILE, AL	36608
0000 1/10/0 0/07 100	SHOPPING CENTER				( 4 1 = -
9820 KANSAS CITY, MO	BARRY TOWNE	8401A NORTH MERCIER		KANSAS CITY, MO	64155
		STREET			
9821 LYNNWOOD, WA	ALDERWOOD	19220 ALDERWOOD MALL		LYNNWOOD, WA	98036
	PARKWAY RETAIL	PARKWAY, STE 130			
	BLDG				

9822 CHESTERFIELD, MO	CHESTERFIELD COMMONS VILLAGE	17227 CHESTERFIELD AIRPORT ROAD, #203	CHESTERFIELD, MO	63005
9823 ALBUQUERQUE, NM	PLAZA AT COTTONWOOD	10260 COORS BYPASS NW, SUITE B	ALBUQUERQUE, NM	87114
9826 HAZLET, NJ		2872 HIGHWAY 35 SOUTH	HAZLET, NJ	07730
9828 TEMECULA, CA	PROMENADE MALL	. 40620 WINCHESTER ROAD, SUITE A	TEMECULA, CA	92591-5504
9829 GREENSBURG, PA	WESTMORELAND MALL	5240 ROUTE 30	GREENSBURG, PA	15601
9831 MANCHESTER, NH	TJ MAXX PLAZA	18 MARCH AVENUE	MANCHESTER, NH	03103
9832 WACO, TX	CENTER TEXAS	2448 WEST LOOP 340, SUITE	WACO, TX	76711
	MARKETPLACE	27		
9833 EUGENE, OR	VALLEY RIVER CENTER	1125-A VALLEY RIVER DRIVE	EUGENE, OR	97401
9834 PALMDALE, CA	AMARGOSA COMMONS	39445 10TH STREET WEST, SUITE E	PALMDALE, CA	93551
9835 HYANNIS, MA		790 IYANOUGH RD., SUITE 22A	HYANNIS, MA	02601
9837 SAN FRANCISCO, CA		570 MARKET STREET	SAN FRANCISCO, CA	94104-5401
9837 SAN FRANCISCO, CA 9838 BOSTON, MA		419 WASHINGTON STREET	BOSTON, MA	02108
9840 METAIRIE, LA		3750 VETERANS MEMORIAL	METAIRIE, LA	70002-
9640 METAINE, LA		BLVD	METAIKIE, LA	/0002-
9841 FORT LAUDERDALE,	WALGREENS	2365 NE 26TH STREET	FORT LAUDERDALE,	33305
FL	PLAZA		FL	
9842 DOWNEY, CA	DOWNEY LANDING	12136 LAKEWOOD	DOWNEY, CA	90242
		BOULEVARD		
9843 TUKWILA, WA		17401 SOUTHCENTER	TUKWILA, WA	98188
		PARKWAY, SUITE 141		
9844 ORLANDO, FL	TOWERS OF	464 N. ALAFAYA TRAIL,	ORLANDO, FL	32828
	WATERFORD	SUITE 108		
	LAKES			

# <u>Exhibit 4.7(b)</u> <u>Consigned Inventory</u>

Casual Male Retail Group, Inc. ("CMRG") has a licensed department agreement with Giantto, which provides for the consignment of certain inventory in the Rochester Big & Tall stores.

### EXHIBIT 4.7(c)(ii)

#### EQUIPMENT USAGE AGREEMENT

Date \_\_\_\_\_

Bank of America, N.A., Administrative and Collateral Agent 40 Broad Street Boston, Massachusetts 02109 Attention:

Ms. Kathy Dimock Managing Director

Dear Madam:

The undersigned (the "Lessor") has proposed to lease certain equipment (the "Leased Equipment") to those persons on Schedule 1 hereto, corporations with their principal executive offices at 555 Turnpike Street, Canton, Massachusetts 02021 (collectively, the "Borrower") and has been advised that you are acting as (among other roles) the Administrative Agent and the Collateral Agent (in such capacities, the "Agent") for the ratable benefit of a syndicate of revolving credit lenders and for a syndicate of last out revolving credit lenders in connection with certain revolving credit facilities in favor of the Borrower.

As an inducement for the Lenders to establish that credit facility and the Lessor to lease the Leased Equipment, the Lessor and the Agent agree as follows:

- 1. The security interest of the Agent in and to the Leased Equipment is hereby subordinated to the security interest therein of the Lessor.
- The Lessor will not terminate any lease with the Borrower on account of any default by the Borrower, except upon not less than 30 days' prior written notice to the Agent (with reasonable detail), during which period, the Lessor shall accept any reasonable cure of such default proffered by the Agent or by the Borrower.
- 3. In the event that the Agent exercises the Agent's rights upon default as a secured creditor of the Borrower by taking possession of collateral granted by the Borrower to the Agent, the Lessor will permit the Agent to use, for such purpose, such of the Leased Equipment as may be designated by the Agent, for a period of up to 16 weeks following such exercise, *provided that* the Agent pays the Lessor rent for such use (based on the rent called for in the lease pursuant to which the Lessor had leased such equipment to the Borrower).
- 4. Nothing included herein, nor any act undertaken by the Agent pursuant hereto, shall constitute an assumption by the Agent of any obligation of the Borrower to the Lessor.

Very truly yours,	
Ву:	
Name:	
Fitle:	
Agreed:	
BANK OF AMERICA, N.A.,	
Administrative and Collateral Agent	
By:	
Name:	
Fitle:	

Schedule 1

# <u>Exhibit 4.9</u> <u>Insurance Policies</u>

See attached for insurance policies of Casual Male Retail Group, Inc. ("CMRG").

Coverage	Insurance Carrier			
	Policy Number	Policy Term	Policy Limits	
Workers	ACE American Ins. Co.	7/01/06 - 7/1/07	Statutory	Workers Compensation
Compensation			Requirements	
(All Other States)	***		\$1,000,000	Employers Liability - Bodily Injury by
				Accident - Each Accident
(WI - Only)	***		\$1,000,000	Employers Liability - Bodily Injury By
				Disease - Policy Aggregate
	*** Pay-In		\$1,000,000	Employers Liability - Bodily Injury By
				Disease - Each Employee
			\$250,000	DEDUCTIBLE - Each Accident or Disease
<b>Business Travel</b>	Zurich Insurance Company	Feb 1 2004 -	\$4,000,000 per	Benefit amounts varies depending on class of
Accident		Feb 1 2007	accident	employee, from \$25,000 to \$400,000
	***			· · · · · · · · · · · · · · · · · · ·
General Liability	ACE American Ins. Co.	7/01/06 - 7/1/07	\$5,000,000	General Aggregate
DOMESTIC	***		\$2,000,000	Products & Completed Operations Aggregate
	*** Pay-In		\$1,000,000	Personal & Advertising Injury
			\$900,000	Each Occurrence
			\$900,000	Fire Damage
			Within SIR Limit	Medical Expense
			\$100,000	Self Insured Retention
			\$900,000	Employee Benefits Liability: Aggregate
			\$900,000	Employee Benefits Liability: Per Claim
General Liability	ACE American Ins. Co.	7/01/06 - 7/1/07	\$5,000,000	General Aggregate
CANADIAN	***		\$2,000,000	Products & Completed Operations Aggregate
Note: All Premiums	\$*** Pay-In		\$1,000,000	Personal & Advertising Injury
And Limits are			\$900,000	Each Occurrence
Shown in US Dollars			\$900,000	Fire Damage
			Within SIR Limit	Medical Expense
Automobile Liability	ACE American Ins. Co.	7/01/06 - 7/1/07	\$1,000,000	Automobile Liability - Any One accident

\*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

Coverage	<b>Insurance</b> Carrier			
	Policy Number	Policy Term	Policy Limits	
(All States)	***		\$5,000	Auto Medical Protection - Per Person
	*** Pay-In		Statutory Minimum	Personal Injury Protection
			Limits	
			\$1,000,000	Uninsured Motorist/Underinsured Motorist
			\$100,000	DEDUCTIBLE - Per Accident
Primary Umbrella	CNA Insurance Company	7/01/06- 7/1/07	\$25,000,000	General Aggregate
	***		\$25,000,000	Each Occurrence
	***		\$25,000,000	Products & Completed Operations Aggregate
Excess Liability	Ohio Casualty Insurance	7/01/06 - 7/1/07	\$25,000,000	Aggregate
	***		\$25,000,000	Each Occurrence
	***			
Global Transit	American Home	6/30/06-6/30/07	\$3,000,000	Per any one conveyance
	Assurance Company		\$3,000,000	War Risk
	***			Deductible: \$5,000 Deductible per claim,
	\$*** Minimum & Deposit			except Losses caused by
	Adjusted at the following			theft/Pilferage/Hijacking and Shortage are
	rates:			subject to a deductible of 10
	\$.00864 Marine			percent of the insured value of the shipment,
	\$.00096 War			which is further subject to
	TRIA Premium of \$2,100			a \$10,000 minimum and no maximum
	Flat			deductible.
				Premium based on \$450M in Sales.
Special Contingency	Liberty Insurance	06/29/05 - 06/29/08	\$10,000,000	Special Contingency Coverage
Coverage	Underwriters			
	***			
	\$ ***			

<sup>\*\*\*</sup> Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

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**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

Coverage	<b>Insurance</b> Carrier			
	Policy Number	Policy Term	Policy Limits	
All Risk Property	Affiliated FM	6/30/06 - 6/30/07	\$100,000,000	Policy Limit
All Risk Property	***		***	Values
			90 days	ORDINARY Payroll
			\$100,000,000 except	Earth Movement
			as follows	
	*Affiliated FM Policy cont.		\$10,000,000 with	Misc. named Retail Locations
			\$500,000 limit at any	
			one location except as	
			follows	
			\$2,500,000	CA locations
			\$100,000,000	Flood (except)
			\$10,000,000	Misc. named Retails Locations
			\$500,000 at any one	* zone restrictions
			location in zones C	
			and unshaded X	
			\$250,000 at any one	
			locaton in zones B,	
			Shaded X and D	
			ZONE A & V	
			EXCLUDED	
			\$2,000,000	Seepage or influx of water
			\$250,000	Seepage coverage at Miscellaneous
				Named Locations
			\$100,000,000	Boiler & Machinery (PD)
			combined PD/BI	
				Boiler & Machinery (BI)
			\$250,000	Ammonia Contamination
			\$250,000	Hazardous Substances
			\$250,000	Spoilage
			\$1,000,000	Off Premises Power
			\$2,000,000	Extra Expense (unnamed loc. Only)
			\$10,000	Precious Metals

\*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

Coverage	<b>Insurance</b> Carrier			
	Policy Number	Policy Term	<b>Policy Limits</b>	
			\$500,000	Ingress/Egress
			\$500,000	Brands & Labels
			\$1,000,000	Contingent BI at unnamed locations
All Risk Property			Policy Limit	Certified Acts of Terrorism
				Extensions of Coverage Sublimits:
			\$100,000	Fire Fighting Materials and Expenses
			\$250,000	Professional Fees
			\$100,000	Expediting Expenses
			\$100,000	Tree, Shrubs, Plants and Lawns limit \$1,000 per
				item
			\$250,000	Pavements and Roadways
			\$50,000	Land and Water Clean Up Expense
			\$50,000	Installation Floater
				Newly Acquired property
			\$3,000,000	Unnamed Locations Coverage
			\$250,000	Fine Arts
			\$1,000,000	Accounts Receivable
			\$1,000,000	Valuable Papers & Records
			\$1,000,000	Electronic Data Processing
			\$25,000,000 /	Demolition & Increased Cost of Construction
			\$5,000,000	
			\$2,000,000	Errors & Omissions
			\$100,000	Transit Coverage
			Valuation	*Selling Price Clause added to Policy
			\$1,000,000	Fungus, Mold or Mildew
			\$100,000	Fire Fighting Materials and Expenses
			\$250,000	Professional Fees
			\$100,000	Expediting Expenses
				Tree, Shrubs, Plants and Lawns limit \$1,000 per
			\$100,000	item
		Deductibles	\$25,000	All Other Perils except as follows:
			\$100,000 per	Earth Movement
			location except	
			as follows	

**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

Coverage	Insurance Carrier			
	Policy Number	Policy Term	Policy Limits	
			See below	Earth Movement CA
			5%, \$100,000 min per	Earth Movement CA and specified
			location	locations in New Madrid Zone
			5%, \$250,000 min per	Named Wind Storm for locations in
			location	tier 1 and 2
MANAGEMENT LIA	ABILITY:			
Directors & Officers				
Primary:	AIG	7/01/05 to 7/01/06	\$5,000,000	Policy is Written on a Claims Made
	***		SEC Retention: \$250,000	and Reported Policy Form
1 <sup>st</sup> Excess:	St. Paul Mercury Ins. Co.	7/01/05 to 7/01/06	\$5,000,000 Xs \$5,000,000	
	***		Per Primary	
2 <sup>nd</sup> Excess:	HCC	7/01/05 to 7/01/06	\$5,000,000 Xs \$10,000,000	
	***		Per Primary	
3 <sup>rd</sup> Excess	HCC	7/01/05 to 7/01/06	\$5,000,000 Xs \$15,000,000	
	***		Per Primary	
Side A D&O	Federal Insurance Co.	7/01/05 to 7/01/06	\$5,000,000	
TOTAL	بل بل بل		\$25,000,000	
Employment	AISLIC	7/01/05 to 7/01/06	\$5,000,000	Policy is Written on a Claims Made
Practices Liability	***	//01/03 to //01/00	Retention: \$250,000	and Reported Policy Form
Crime	Chubb Group Insurance Cos.	7/01/05 to 7/01/06	\$2,000,000	Policy is Written on a Per
Crime	***	//01/03 to //01/00	Deductible: \$150,000	Occurrence Form
			Deductible: \$150,000	Occurrence Porm
Fiduciary Liability	AIG	7/01/05 to 7/01/06	\$5,000,000	Policy is Written on a Claims Made
	***	1101100 10 1101100	Retention: \$0	& Reported Policy Form
Cyber Risk	Beazley Information Security	10/14/06-10/14/07	\$2,000,000	Policy is Written on a Claims Made
cyber hisk	& Privacy ***	10/11/00 10/11/07	Deductible: \$100,000	& Reported Policy Form
Surety / Bonds	Fidelity & Deposit Company of Maryland ***	04/26/06-04/26/07	\$76,500 Bond Amount	Sales and Use Tax, State of Nevada

\*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

Coverage	Insurance Carrier			
	<b>Policy Number</b>	Policy Term	Policy Limits	
	Liberty Insurance ***	06/29/05-06/29/08	\$10,000,000 Bond Amount	Special Contingency
	Hanover ***	02/21/06-02/21/07	\$5,000 Bond Amount	Private Detective, Commonwealth of Massachusetts

\*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

**Note:** This Schedule of Insurance is only an outline of coverage that has been prepared for your convenience. Actual policy language must be consulted for any definitive evaluation Of coverage Terms & Conditions.

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#### 6

## Exhibit 4.11 Capital Leases

### YALE FINANCIAL SERVICES

Sweeper/Scrubber

	Lease			Lease	
Rental	Commencement	Term of	Monthly	Expiration	Total
Schedule	Date	Lease*	Payment	Date	Lease
Sweeper/Scrubber					
4155681-001					
	06/15/04	60 months	***	06/15/10	***
* End of term \$1.00 buyout purchase option.					

#### **IKON OFFICE SOLUTIONS**

Schedule No. 006 includes: <u>11 Canon Copiers/Scanners/Fax</u> <u>2 Canon Color Copiers/Scanners/Fax</u> <u>1 Controller</u> <u>3 Scan Stations</u>

	Lease			Lease	
Rental Schedule	Commencement	Term of	Monthly	Expiration	Total
	Date	Lease*	Payment**	Date***	Lease
006					
	03/01/06	48 months	***	02/28/10	***

\* Must give 30 days notice of termination for lease to end.

\*\* Maximum copies included in monthly payment. Additional charges may apply if maximum copies exceeded.

\*\*\* Return equipment at end of Lease Term.

### **CISCO SYSTEMS CAPITAL**

Routers and Ethernet Upgrade (Schedule Nos. 001 and 002 are co-terminus).

	Lease			Lease	
Rental Schedule	Commencement	Term of	Monthly	Expiration	Total
	Date	Lease*	Payment	Date	Lease
001					
	12/28/05	36 months	***	12/28/08	*** **
002					
002	04/01/06	33 months	***	12/28/08	*** ***

\* End of term buyout purchase option.

\*\* Includes **\*\*\*** in financed up-front tax.

\*\*\* Includes \*\*\* for maintenance.

### <u>EMC</u>

Three (3) Storage Devices

- Clarion CX500 and Celerra NS502G-FD (Co-terminus-Rental Schedule Nos. 03 and 05)

- Symmetrix DMX2000 for AS400 environment

Rental	Lease			Lease	
Schedule	Commencement	Term of	Monthly	Expiration	Total
	Date	Lease*	Payment**	Date	Lease
03					
	02/01/05	36 months	***	02/01/08	***
04			***		***
	11/01/05	48 months	* * *	10/31/09	***
0.5 ( 1)					
05 (upgrade)	11/01/05	20 months	***	02/01/08	***
	11/01/05	29 months		02/01/08	

\* End of term \$1.00 purchase option for equipment leased under Schedule Nos. 3 and 5. End of term FMV purchase option (not to exceed \*\*\*) for equipment leased under Schedule No 4.

\*\* Payments assigned to De Lage Financial Services, Inc.

### SIEMENS FINANCIAL SERVICES

Controller Upgrade

	Lease			Lease	
Rental Schedule	Commencement	Term of	Monthly	Expiration	Financed
	Date*	Lease**	Payment***	Date	Amount
	01/06/06	12 months	2 months @	01/06/07	***
540-0050141-001			*** and		
			10 months @		
			*****		

\* Lease agreement dated 2/17/05 to commence upon delivery and acceptance of equipment proposed for June 2005.

\*\* End of term \$1.00 purchase option.

\*\*\* Eleven (11) payments due. One (1) month advanced payment at Lease signing.

\*\*\*\* Cost adjustment due to freight charges.

### **XEROX CORPORATION**

Schedule No. 001 includes: <u>1 XeroxDOCUCOLOR 5252C Color Copier and Maintenance</u> 1 EXP5000 EFT Controller

Rental	Lease			Lease	
Schedule	Commencement	Term of	Monthly	Expiration	Total
	Date	Lease	Payment*	Date**	Lease
001					
	09/09/05	48 months	***	09/09/09	***

- \* Maximum copies included in monthly payment. Additional charges may apply if maximum copies exceeded. Maintenance fee may be increased annually.
- \*\* Return equipment at end of Lease Term.
- \*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

# Exhibit 4.13(a) Labor Relations

None.

# Exhibit 4.19 Litigation

Status				Folder		Plaintiff			Anticipated
	Name	State	Date Filed	on File	Case #	Attorney	Charge	Comments	Exposure
Open	CMRG v.Yarbrough/ RKC Mail/Mile Post Four/Westport/ Mehling and Allen	MA		Yes	05-12049 NMG	Greenberg Traurig	Breach of contract, misappropriation of confidentional busines information	***	***
Open	Tucker, Robin	CA	12/29/2003	Yes	E-200304-G-0562-00-a		DFEH - Age Discrimination	***	
Open	Tucker, Robin (Class Action)	CA	10/3/2004	Yes	103CV006867		Wage & Hour/ Overtime	***	***
Open	Fleischman, Teresa	CA	9/23/2003 1st Notification 3/7/05	Yes	12-55388 TB		Wage & Hour/ Overtime	***	***
Open	Larson, Ashley	CA	3/2/2006	Yes	GIC862082	Timothy Williams	Discrimination - Employment Application	***	

### Exhibit 4.28(b) Contingent Obligations

In addition to minimum rental payments, many of the store leases to which Casual Male Retail Group, Inc. and/or its subsidiaries (singularly, "Casual Male" or collectively, the "Casual Male entities") is a party, include provisions for common area maintenance, mall charges, escalation clauses and additional rents based on percentage of store sales above designated levels.

On May 14, 2002, Casual Male completed the acquisition of substantially all of the assets of Casual Male Corp. and certain of its subsidiaries, for a purchase price of approximately \$170 million. In connection with the acquisition, Casual Male assumed certain contingent liabilities, including, but not limited to, existing retail store lease arrangements and the existing mortgage for Casual Male Corp.' s corporate office located in Canton, Massachusetts, which Casual Male currently occupies its corporate headquarters.

On January 30, 2006, Casual Male entered into a sale-leaseback transaction with Spirit Finance Corporation, a third party real estate investment trust ("Spirit"). In connection with the transaction, Casual Male sold its headquarters and distribution center property to Spirit for \$56.0 million. At the closing on February 1, 2006 Casual Male entered into a twenty-year lease agreement with a wholly-owned subsidiary of Spirit whereby Casual Male agreed to lease the property back for an annual rent of \$4.6 million.

Casual Male is subject to various legal proceedings and claims that arise in the ordinary course of business. Management believes that the resolution of these matters will not have an adverse impact on the results of operations or the financial position of Casual Male.

# FAX TO: GHEISA CRUZ (617) 434-4310

casualmale retail group inc.	REVOLVING LINE OF	CREDIT AVAILA	BILITY	
CALCULAT	ION AT RETAIL			
			Certificate # Date:	2082 12/21/2006
Total Revolver Inventory Borrowing Base				*** (a)
		Advance Rate		*** (a)
Credit Card Receivables	***	90%		<u>***</u> (b)
Less Availability Reserves				
Less Landlord Reserve: 2 months: PA, VA and Wash.				***
Less Gift Certificate Merchandise Credits	***	50%		***
Customer Deposits (TCM& Rochester)	***	100%		***
Reserves				<u>***</u> (c)
Total Revolver Borrowing Base (uncapped) (a+b+c)				***
Total Revolver Borrowing Base (capped at \$100MM)				*** (d)
Total Incremental Borrowing Base (uncapped)				***
Total Incremental Borrowing Base (capped at \$10MM)				*** (e)

Total Facility Borrowing Base before block (capped) (d+e)

\*\*\* (f)

10% Availability Block

\*\*\*

	n •	D (C)	
Total Capped	Borrowing	Base (1-g)	

AVAILABILITY CALCULATION

#### **Incremental Facility**

New Outstandings per Current Borrowing Base \*\*\* **Previous Outstandings** \*\*\* Required Facility Adjustment \*\*\* Beginning Principal Balance \*\*\* ADD: Prior days Borrowing from BOA \*\*\* ADD: Fees charged today \*\*\* Less: Prior day's pay down \*\*\* Ending principal balance \*\*\* ADD: Estimated accrued interest month-to-date \*\*\* ADD: Outstanding Letters of Credit

Total loan balance prior to request (not to exceed)

Revolver availability (prior to today' s request)

\*\*\*

\*\*\*

\*\*\*

\*\*\*

	***
Total availability (prior to today' s request)	***
Advance ACCT# ***	***
<u>Today's Paydown (from account ***)</u>	***
<u>Today's Principle Balance</u>	***
The undersigned represents and warrants that (a) the information set for accordance with the requirements of the Loan and Security Agreement Borrower and FRF Inc.; (b) no "Suspension Event" (as defined in the L in existence; and (C) all or a portion of the advance requested hereby cover 100% of the Borrower's obligation for sales tax on account of sa under the Loan Agreement.	(the "Loan Agreement") between the Loan Agreement) is presently will be set aside by the Borrower to

Authorized Signer:

Dennis Hernreich, Executive Vice President, COO, CFO & Treasurer Sheri A. Knight, Senior Vice President, Corporate Controller

<sup>\*\*\*</sup> Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

# CASUAL MALE ( The "Borrower") REVOLVING LINE OF CREDIT AVAILABILITY CALCULATION AT RETAIL

FAX TO: GHEISA CRUZ (617) 434-4310			Certific W/E D COS	Date:	2082 12/16/2006
Beg. Inventory as of :	<u>10/28/2006</u>		***		
(Sourced from JDA Stock Ledger)					
ADD					
	Receiving/ Purchases		***		
	Purchase Accrual (ASN)		***		
	Reverse ASN Accrual		***		
	Freight		***		
LESS					
	Net Sales @ Retail (memo only)	***			
	Cost of Goods Sold @ Cost		***		
	Total Adds/ (Reductions)		***		
Ending Inventory as of:	<u>12/16/2006</u>		***		
	LC Inventory	***			
	Le inventory				
ADD:					
	At 75%		***		
LESS:			ale ale ale		
	Shrinkage at Cost		***		
	(2.0% of sales since last physical Inv) X Cost Compliment Canadian Inventory		***		
	Canadian inventory				
Eligible Inventory, as of :	12/16/2006		***		
Set Appraisal Value (99.3% Dec. 16 - EOM S	Sept / 101.2% Oct - Dec 15th)			***	
				* * *	
Advance Rate					
				***	***
Total Revolver Borrowing Base			الد ماد ماد		
			***		
Incremental Advance Rate				4.4.4	بالمرجع والم
				***	***

## **Total Incremental Borrowing Base**

# ROCHESTER ( The "Borrower") REVOLVING LINE OF CREDIT AVAILABILITY CALCULATION AT RETAIL

FAX TO: GHEISA CRUZ (617) 434-4310 Beg. Inventory as of :	<u>10/28/2006</u>	Certificate W/E Date COST ***		
(Sourced from JDA Stock Ledger)				
(Sourced noin JDA Stock Ledger)				
ADD	Receiving/ Purchases	***	_	
	Purchase Accrual (ASN) Reverse ASN Accrual	*** 		
	Freight	***		
LESS	Net Sales @ Retail (memo only) ***		_	
	Cost of Goods Sold @ Cost	***	_	
	Total Adds/ (Reductions)	***	_	
Ending Inventory as of:	<u>11/25/2006</u>	***		
LESS:	Shrinkage ( 2.0% of sales) (2.0% of sales since last physical Inv) X Cost Compliment	***	_	
Eligible Inventory, as of :	11/25/2006	***		
Set Appraisal Value (78.9% Dec. 16 - EOM Sept / 83.0	% Oct - Dec 15th)	**	*	
Revolver Advance Rate		**	* *	**
Total Revolver Borrowing Base		***		
Incremental Advance Rate		**	* *	**

#### **Total Incremental Borrowing Base**

# <u>Exhibit 7.1</u> <u>Direct Deposit Accounts</u>

Attached is a list of Direct Deposit Accounts as they pertain to the businesses of Casual Male Retail Group, Inc.

## <u>Exhibit 7.1</u> <u>Direct Deposit Accounts</u>

### Casual Male Retail Group, Inc. - Corporate Bank Directory

#### **BANK OF AMERICA**

Tax ID - 042623104

Name on account

**ABA Number** State Acct. Purpose **ZBA Source/Destination** Authorized signers Account Number will reside \*\*\* wires- \*\*\* Mass Funds for: All wire Borrowing from BOA David Levin, **CMRG** Retail - Loan Account Dennis Hernreich, payments, ACH- \*\*\* Concentration Sheri Knight Negotiated Letters of Account Credits and fees, payroll taxes. garnishments, 401K, insurance wires/ach, bank analysis fees, sales tax, Funding to: P/R account ZBA funding to: Controlled Disbursement checking, Delta Dental, Con Gen & MBI ins. accounts. \*\*\* wires- \*\*\* **CMRG** Operating Mass employee payroll & David Levin, **CMRG Payroll Acct** \*\*\* (By Wire) Dir. Dep. Dennis Hernreich, Sheri Knight ACH- \*\*\* Controlled Disbursement Accounts: \*\*\* Maine Expense and Merch **CMRG** Operating David Levin. **Casual Male Retail** \*\*\* Payable-Casual Male Dennis Hernreich, Group, Inc (A/P) Sheri Knight &Roch.Exp.

\*\*\* Maine CMRG Catalog **CMRG** Operating David Levin. **Casual Male Catalog** \*\*\* **Refund Checks** Dennis Hernreich, Refund Sheri Knight \*\*\* Maine **Rochester Catalog** CMRG Operating David Levin, CMRG, Inc Roch Refund checks \*\*\* Dennis Hernreich, **Big & Tall/Catalog** Sheri Knight

big & Tail/Catalog

CMRG, Inc B and T Direct	***		Maine	B T Direct Catalog Refund Checks	CMRG Operating ***	David Levin, Dennis Hernreich, Sheri Knight
Deposit/Concentration Accounts:						
TCM Stores ACH	***		Mass	ACH-All NON Bof A stores	CMRG Revolver	David Levin, Dennis Hernreich, Sheri Knight
Casual Male Catalog Deposit	***		Mass	Depository	CMRG Revolver	David Levin, Dennis Hernreich, Sheri Knight
JaredM	***		Mass	Depository	CMRG Revolver	David Levin, Dennis Hernreich, Sheri Knight
Revolver Concentration						
Designs Inc For BOA Retail	***		Mass	Credit Card Payments, Concentrated Acct. Sweeps	CMRG Operating ***	
Investments						
Bank of America Securities	***		Mass	Overnight Investment	Purchase online from acct. ***	Dennis Hernreich, Sheri Knight
OTHER BANKS:						
Royal Bank of Canada Casual Male Canada Inc.	***	***	Toronto, ON	CANADA Only - Funds for: wire payments, payroll, payroll taxes, Merchandise and Expnese payable.	Stand Alone Account	David Levin, Dennis Hernreich, Sheri Knight

updated 11/30/06

# Casual Male Retail Group

Tax ID- 042623104

Name on account

Name on account						
	Account Number ***	State Acct.	Purpose	ZBA Source/Destination	Authorized signers	TAX ID
		will reside				
		Mass	Funds for: All wire	Borrowing from Fleet		
Designs, Inc.			payments, Negotiated	Retail Finance Loan		
			Letters of	Account		
			Credits and fees,			
			payroll taxes,			
			garnishments, 401K,			
			insurance wires/ach,			
			bank analysis fees,			
			sales tax,			
			Funding to: CA P/R			
			account			
			ZBA funding to: P/R,			
			controlled			
			Disbursement			
			checking, C' N' A			
			insurance account.			
		Mass	All employee payroll	Designs Operating	David Levin, Dennis	
Designs, Inc.			& Dir. Dep.	*** ***	Hernreich, Brian	
8 /					Sheehan	
Corporate Payroll						
account						
		Bank Of	CA Payroll checks	Designs Operating	David Levin, Dennis	
Designs Ca Payroll		America	CA I ayion checks	*** (By Wire)	Hernreich. Brain	
acct		America		(By whe)	Sheehan	
act					Sheenan	
		FL				
Bank of America						
		Mass	Holding accounts for	Designs Operating	David Levin, Dennis	
Designs Canton		IVIASS	Mortgage Payments	*** (By Wire)	Hernreich, Brian	
Property			Wortgage I ayments	(By whe)	Sheehan	
roperty					Sheenan	
Accounts Payable						
Controlled Disb.						
Accts:						
		Maine	Expense and Merch	Designs Operating	David Levin, Dennis	
Designs Inc.			Payable-Designs	***	Hernreich, Brian	
					Sheehan	

Casual Male Refund	Maine	Catalog Customer Refunds	Designs Operating ***	David Levin, Dennis Hernreich, Brian Sheehan
Deposit/Concentration Accounts:				
TCM Stores ACH	Mass	ACH-All stores	Designs, Inc Revolver	
Casual Male Catalog Deposit	Mass	Depository	Designs, Inc Revolver	
Designs Stores ACH	Mass	ACH-All stores	Designs, Inc Revolver	
Designs	Mass	Stores that use Fleet Bank - Deposits	Designs, Inc Revolver	
Designs Inc For Fleet Retail Finance	Mass	Credit Card payments paid directly to Revolver Account	Revolver account used to pay down loan	
ECKO UNLTD				
ECKO UNLTD	Mass	Operating account-All disbursments and deposits		
ECKO UNLTD (AP)	Maine	Controlled Disbursment Checking	Ecko Operating ***	David Levin, Dennis Hernreich, Brian Sheehan
ECKO UNLTD (PAYROLL)	Mass	Payroll Account	Ecko Operating ***	David Levin, Dennis Hernreich, Brian Sheehan
ECKO UNLTD CA PAYROLL	BANK OF AMERICA	Payroll Account	Designs Operating *** (By Wire)	David Levin, Dennis Hernreich, Brian Sheehan

# Casual Male Retail Group Corporate Bank Directory

Bank Name	Street	City	State	Zip Code	Name on account	Account Number ***
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Casual Male Retail	
					Group, Inc	
					Main Account	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Casual Male Retail	
					Group, Inc	
					Corporate Payroll account	
		West Palm	FL	33401	Casual Male Retail	
Bank of America	FL5-441-10-11	Beach			Group, Inc.	
	625 North Flagler Drive, 10th FL				California Payroll	
					Account	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Designs Canton Property	
					Mortgage Account	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	J. Baker Retirement	
					Account	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Designs	
					Accounts Payable	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Casual Male	
					Accounts Payable	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Casual Male	
					Catalog Refund	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	TCM Stores ACH	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Casual Male Catalog	
					Deposit	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Designs Stores ACH	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Designs	
					Store Depository account	
Fleet National Bank	40 Broad Street, 10th Floor	Boston	Mass.	02109	Designs Inc For Fleet	
					Retail Finance	

# Exhibit 7.1 Direct Deposit Accounts

	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# ***	# ***	# ***	STORE_ADDRESS	<u>s</u>
<b>052</b> (	US BANK	440 Regency Parkway Drive	ОМАНА	NE	68114					605 NORTH 98 ST	0
<b>053</b> E	BANK OF	9550 METCALF	OVERLAND PARK	KS	66212	(816) 979-8945				8721METCALF	0
A	AMERICA									AVENUE	PA
054 (	CHASE	325 NORTH	VERNON HILLS	IL	60061	(847) 821-8716				445 EAST	V
(	(JPMORGAN)	MILWAKEE								TOWNLINE ROAD	)
		AVENUE									
055 (	CHASE	2031 WEST	COLUMBUS	ОН	43220	(614) 248-2323				1113 KENNEY	C
(	(JPMORGAN)	HENDERSON								CENTRE	
		ROAD									
<b>05</b> 6 E	BANK OF	5270 POPLAR	MEMPHIS	TN	38119	(901) 684-6000				847 SOUTH WHITE	ΕM
A	AMERICA	AVENUE								STATION RD	
	CHASE	7990	DAYTON	OH	45459	(937) 443-6290				#8 PRESTIGE	M
		WASHINGTON								PLAZA DR SUITE	
,	,	VILLAGE DRIVE								106	
<b>058</b> E	BANK OF	8100 FORSYTH	ST LOUIS	MO	63105	(314) 466-0482				1026 SOUTH	RI
	AMERICA	BLVD								BRENTWOOD	HI
										BLVD	
059 (	CHASE	18100 WEST	LATHRUP	MI	48076	(248) 424-8720				25000	SC
(	(JPMORGAN)	ELEVEN MILE	VILLAGE							SOUTHFIELD	
		ROAD								ROAD	
060 (	CHASE	1234 MONROE	DEARBORN	MI	48124	(313) 565-8800				234000 MICHIGAN	I DI
(	(JPMORGAN)									AVENUE	
	CHASE	43100 GRAND	NOVI	MI	48375	(248) 349-2424				43115 CRESCENT	N
(	(JPMORGAN)	RIVER AVENUE								BLVD	
064 (	CHASE	13999 LAKESIDE	STERLING	MI	48313	(586) 247-4900				13451 HALL ROAD	) U
(	(JPMORGAN)	CIRCLE	HEIGHTS								
	BANK OF		Cedar Grove	NJ	07009	(800) 841-4000				540 Us Highway 46	Тс
A	AMERICA									-	
<b>067</b> E	BANK OF	46 Parsonage Rd	Menlo Park	NJ	08837	(800) 841-4000				236 Lafayette Rd	Ed
	AMERICA	-								-	
<b>068</b> E	BANK OF	14002 NORTH	TAMPA	FL	33618	(813) 264-2006				14354 NORTH	TA
A	AMERICA	DALE MABRY								DALE MABRY	
		HIGHWAY								HWY	
<b>069</b> E	BANK OF	2293 SANDLAKE	ORLANDO	FL	32809	(407) 855-3181				7939 SO. ORANGE	0
A	AMERICA	ROAD								BLOSOM TRAIL	
<b>070</b> E	BANK OF	11800	ROCKVILLE	MD	20852	(301) 881-8390				11503-A	R
	AMERICA	ROCKVILLE								ROCKVILLE PIKE	
		PIKE									
	CHASE	431 WEST	MESA	AZ	85210	(480) 890-5343				1110 WEST	М
071 (						. ,				SOUTHERN	
	JPMORGAN)										
	(JPMORGAN)	AVENUE								AVENUE	
(	·	AVENUE	MESOUITE	ТХ	75150	(972) 270-5481					М
( 072 (	(JPMORGAN) CHASE (JPMORGAN)	AVENUE 3235 NORTH	MESQUITE	ТХ	75150	(972) 270-5481				AVENUE 1725 NORTH TOWN EAST	М

9073	CHASE (JPMORGAN)	2000 WEST 15TH	PLANO	ТХ	75075	(972) 423-6527	1025 NO CENTRAL EXPRESSWAY	PLAN
9074	CHASE	1337 GESSNER	HOUSTON	ТΧ	77055	(713) 751-6100		HOU
<i>J</i> 074	(JPMORGAN)		nousion	IA	11055	(713) 731-0100	STREET	1100
9075	CHASE		HOUSTON	ΤХ	77074	(713) 751-6100	7115 SOUTHWEST	HOU
2015	(JPMORGAN)		10051010	174	//0/4	(715) 751 0100	FREEWAY	1100
9076	CHASE	, 3751 MATLOCK	ARLINGTON	ΤХ	76015	(817) 468-8649		ARL
2010	(JPMORGAN)				,0010		COOPER STREET	ince.
9080	BANK OF	220 SOUTH	ESCONDIDO	CA 9	2025-4183	(760) 489-2001		ESCO
	AMERICA	ESCONDIDO				(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	VALLEY	
		BLVD					PARKWAY # 23	
9081	BANK OF	203 NORTH	GLENDALE	CA	91206	(818) 500-5096		GLEI
	AMERICA	GLENDALE					GLENDALE AVE	
		AVENUE						
9082	BANK OF	19240	NORTHRIDGE	CA	91324	(818) 885-4060	19422 NORDOFF	NOR
	AMERICA	NORDHOFF					STREET (Nordhoff	
		STREET					Plaza)	
9083	CHASE	105 SOUTH ST.	SAN ANTONIO	ТХ	78205	(210) 271-8200	11075 IH-10 WEST	SAN
	(JPMORGAN)	) MARY' S					SUITE 302	
9084	BANK OF	1108 THE MALL	COLUMBIA	MD	33401	(410) 730-8971	10300 LITTLE	COL
	AMERICA	IN COLUMBIA					PATUXENT PKWY	
9102	BANK OF	170 Main St	East Haven	CT	06512	(800) 841-4000	96 Frontage Rd	East l
	AMERICA							
9103	BANK OF	2150 Black Rock	Fairfield	СТ	06825	(800) 841-4000	2367 Black Rock	Fairfi
	AMERICA	Turnpike (Rt 58)					Tpke	
9105	BANK OF	900 BALD HILL	WARWICK	RI	02886	(401) 821-7588	800 BALD HILL	WW
	AMERICA	ROAD					RD	
9106	BANK OF	2747 DUKE	ALEXANDRIA	VA	22314		6222 LITTLE	ALE
	AMERICA	STREET					RIVER TPKE	
9108	CHASE	18100 WEST	LATHRUP	MI	48076	(248) 424-8720		LATI
	(JPMORGAN)	) ELEVEN MILE ROAD	VILLAGE				SOUTHFIELD RD	VILL
9112	BANK OF	71 Faunce Corner	North Dartmouth	MA	02747	(800) 841-4000	[294-299] Faunce	North
	AMERICA	Rd					Corner Rd	
9114	CHASE	7400 SOUTH	OKLAHOMA CITY	OK	73159	(405) 231-6000	2209 SW 74 ST	OKL
	(JPMORGAN)	) PENNSYLVANIA					SUITE 318	CITY
9117	BANK OF	310 Daniel Webster	Nashua	NH	03060	(800) 841-4000	440 Middlesex Rd	Tyng
	AMERICA	Highway						
9119	CHASE	4730 WEST 79th	CHICAGO	IL	60652	(773) 585-7700	8735 S CICERO	HOM
	(JPMORGAN)	) STREET					AVE	
9120	CHASE	880 Roosevelt	Glen Ellyn	IL	60137	(630) 942-1579	17 West 480 22nd	LOM
	(JPMORGAN)	) Road					Street	
9121	WACHOVIA	2710 SOUTH 3RD	PHILADELPHIA	PA	19148	(215) 334-2639	2715 S FRONT ST	PHIL
	BANK	ST					SPACE #6	
9123	BANK OF	2030 COLISEUM	HAMPTON	VA	23666	(757) 896-3300	1044 W MERCURY	HAM
	AMERICA	DRIVE SUIT A					BLVD	
9124	BANK OF	600 Silas Deane	Wethersfield	СТ	06109	(800) 841-4000	1138 Silas Deane	Weth
	AMERICA	Highway					Hwy	
9127	CHASE	1225 SOUTH	GREENWOOD	IN	46143	(317) 321-4004		GRE
	(JPMORGAN)	) PARK DRIVE					GREENWOOD	
							SHOPPES	

9131	BANK OF AMERICA	1188 NIAGARA FALLS BLVD	TONAWANDA	NY	14150	(716) 833-3330	1228-1230 NIAGARA FALLS	TON
	AMERICA	I ALLS DL VD					BLVD	
9133	BANK OF	7207 EAST	CHARLOTTE	NC	28227	(704) 386-5865	5030 E	CHA
100	AMERICA	INDEPENDENCE	Chinadorie	ne	20227	(101) 500 5005	INDEPENDENCE	01111
		BLVD					BLVD	
9137	BANK OF	330 BUSH RIVER	COLUMBIA	SC	29210	(803) 765-4730	125 OUTLET	COLI
	AMERICA	ROAD					POINT BLVD	
9139	BANK OF	7420 RIVERS	NORTH	SC	29406		7800 RIVERS AVE	CHA
	AMERICA	AVENUE	CHARLESTON				SUITE 1440	
9142	BANK OF	1774	HANOVER	MA	02339	(800) 841-4000	1410	HAN
	AMERICA	WASHINGTON					WASHINGTON ST	
		STREET					HANOVER SC	
9144	BANK OF	225 MEMORIAL	WEST	MA	01089	(413) 746-3263	223-227	W
	AMERICA	AVENUE	SPRINGFIELD				MEMORIAL AVE	SPRI
9147	BANK OF	245 WEST DAVIS	BURLINGTON	NC	27216		2397	BUR
	AMERICA	STREET					CORPORATION	
							PKWY	
9149	BANK OF	133 Wolf Rd	Albany	NY	12205	(800) 841-4000	110 Wolf Rd	Alba
	AMERICA							
9152	BANK OF	2501 NORTH	MYRTLE BEACH	SC	29577	(843) 946-2100	Tanger Outlet Center	MYR
	AMERICA	OAK STREET					on Highway 501,	BEA
							4630 Factory Stores	
							Blvd, Suite A-105	
9155	CHASE	100 NORTH	OKLAHOMA CITY	OK	73102	(405) 231-6000	3617 NORTHWEST	
		) BROADWAY			25052		EXWY	CITY
9157	BANK OF	756 TWO MILE	GOODLETESVILLE	IN	37072		1596 GALLATIN	MAD
0170	AMERICA	PARKWAY	WOODDBUDGE	<b>X</b> 7 A	22101		PIKE N	WOO
9159	BANK OF AMERICA	2850 PRINCE	WOODBRIDGE	VA	22191		SMOKETOWN STATION 12280	WOC
	AMERICA	WILLIAM					STATION, 13289	
9160	BANK OF	PARKWAY 858	DEDHAM	MA	02026	(800) 841-4000	WORTH AVE. 735 PROVIDENCE	DED
9100	AMERICA	WASHINGTON	DEDITAM	IVIA	02020	(800) 841-4000	HWY	DED
	AWERICA	ST					11.00 1	
9161	BANK OF	One Post Office	Lynnfield	MA	01940	(800) 841-4000	87 Broadway	Saugi
7101	AMERICA	Square	Lymmond		01910		0, Diddinay	Suug
9165	CHASE	2904 NORTH	IRVING	ΤХ	75062	(972) 255-8556	2608 N BELTLINE	IRVI
	(JPMORGAN	) BELTLINE ROAD				× ,	RD	
9166	BANK OF	1263 MILITARY	NIAGARA FALLS	NY	14304	(716) 283-8783	1852 MILITARY	NIAC
	AMERICA	RD					RD	FALI
9167	BANK OF	1720 E. FOWLER	TAMPA	FL	33612	(813) 971-5088	2576 E FOWLER	TAM
	AMERICA	AVENUE					AVE	
9168	BANK OF	738 Long Hill Rd	Groton	СТ	06340	(800) 841-4000	984 Poquonnock Rd	Grote
	AMERICA	(Rt 1)						
9171	CHASE	2325	MERRILLVILLE	IN	46410	(219) 738-4254	2217A E 80TH AVE	MER
	(JPMORGAN	) SOUTHLAKE						
		MALL						
9172	BANK OF	7220 SAND LAKE	ORLANDO	FL	32819	(407) 351-4220	5728	ORL
	AMERICA	RD					INTERNATIONAL	
							DR	

9174	BANK OF	3333 WEST	ROCHESTER	NY	14623	(585) 475-1687	3333 W	ROC
	AMERICA	HENRIETTA RD					HENRIETTA RD	
							SUITE 22	
9175	BANK OF	1349 BOSTON	MILFORD	СТ	06460	(203) 876-3383	1501 BOSTON	MILF
	AMERICA	POST ROAD					POST RD	
9176	BANK OF	2105 PINECROFT	GREENSBORO	NC	27407		3806-A HIGH	GRE
	AMERICA	ROAD					POINT RD	
9177	CHASE	3501 LAFAYETTE	INDIANAPOLIS	IN	46254	(317) 321-7156	4664 W. 38TH ST.	INDI
	(JPMORGAN)	RD						
9178	BANK OF	880 NORTH	NORFOLK	VA	23502	(757) 466-5150	6109 E. VIGINIA	NOR
	AMERICA	MILITARY					BEACH BLVD.	
		HIGHWAY						

\*\*\* Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

8

CM Accts by Name

8/17/2010

# Exhibit 7.1 Direct Deposit Accounts

TORE NO.								CH ROUTING I			
	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# ***	# ***	# ***	STORE_ADDRES	<u>s</u>
9180	BANK OF	425 Forest Avenue	Paramus	NJ	07652	(800) 841-4000				443 N State Rt 17	Par
	AMERICA										
9181	BANK OF	702 NORTH	BALTIMORE	MD	21228	(410) 744-2166				6217 BALTIMORE	BA
	AMERICA	ROLLING ROAD								NATIONAL PIKE	
9182	CHASE	7315 WEST	CHICAGO	IL	60634	(773) 589-2004				4151 N HARLEM	HA
	(JPMORGAN)	IRVING PARK								AVE	HE
		ROAD									
9183	CHASE	1 SOUTH	PARK RIDGE	IL	60068	(847) 518-7100				9517 N	NII
	(JPMORGAN)	NORTHWEST								MILWAUKEE AV	Е
		HIGHWAY									
9184	CHASE	9540	REDFORD	MI	48239	(313) 537-9060				9189 TELEGRAPH	I RE
	(JPMORGAN)	TELEGRAPH RD								RD REDFORD PL	z to
9185	BANK OF	684 Fellsway	Medford	MA	02155	(800) 841-4000				686 Fellsway	Me
	AMERICA										
9186	WACHOVIA	2441 A RT 22	UNION	NJ	07083	(908) 688-2280				2456 US HWY 22	UN
	BANK	WEST									
9187	US BANK	2690 Snelling	ROSEVILLE	MN	55113					1671 COUNTY RE	RO
		Avenue North								С	
9188	BANK OF	1801 Richmond	Williamsburg	VA	23185	(757) 259-5481				Center of Lightfoot	, Lig
	AMERICA	Road								VA 23090	
9190	CHASE	7606 WEST	MILWAUKEE	WI	53220	(414) 546-7485				4751 S 76TH ST	GR
	(JPMORGAN)	MORGAN								KOPP SHOP CTR	
		AVENUE									
9191	BANK OF	99 Rockingham	Salem	NH	03079	(800) 841-4000				346 S Broadway	Sal
	AMERICA	Park Boulevard									
9193	BANK OF	994 Middle	Selden	NY	11784	(800) 841-4000				2049 Middle	Cei
	AMERICA	Country Rd								Country Rd	
9194	CHASE	2255 NORTH	BROOKFIELD	WI	53005	(262) 821-4321				17500-A WEST	BR
	· /	CALHOUN ROAD								BLUEMOND RD	
	BANK OF		BRIDGETON	MO	63044					3535 N LINDBERG	G ST
	AMERICA	CHARLES ROAD								BLVD	
9196	US BANK	1760 Beam Avenue	MAPLEWOOD	MN	55109					1845 COUNTY RE	MA
										D	
	BANK OF		Burlington	MA	01803	(800) 841-4000				34 Cambridge St	Bu
	AMERICA	Turnpke			0.5-	/ <b></b>					
	BANK OF		TOMS RIVER	NJ	08753	(732) 240-3300				BEY LEA PLZ 123	2 TO
	AMERICA	AVENUE	arma :			( <b>a</b>				HOOPER AVE	_
	CHASE		CHICAGO	IL	60610	(312) 407-2626				2949 W ADDISON	СН
	(JPMORGAN)	CLARK STREET								ST ADDISON	
										MALL	
9201	US BANK	-	Bloomington	MN	55420					6601 NICOLLET	RIC
		Avenue South								AVE.	
9202	First Banking	7500 GREENBAY	KENOSHA	WI	53142	(262) 697-7505				7700 120TH AVE	KE
		ROAD								UNIT 404	

9204	WASHINGTON MUTUAL	51 ROCKLAND CENTER	NANUET	NY	10954	(845) 627-6911	23 ROCKLAND CTR SPACE NO. 12	NAN
9205	CHASE		SOUTH BEND	IN	46637	(574) 283-4150	INDIAN RIDGE SC	MIS
1203		BEND AVENUE	500 III DEND	114	40037	(374) 203-4130	5776 GRAPE RD	IVIIS
9206	CHASE		WESTLAND	MI	48185	(734) 425-8605	35592 W WARREN	WE
200		WAYNE ROAD			10105	(751) 125 0005	RD	11 E.
9207	BANK OF	2604 Central Park	Yonkers	NY	10710	(800) 841-4000		Yon
	AMERICA	Ave (was				()-	Ave	
		2550-2560)						
9208	CHASE	5485 EAST	YPSILANTI	MI	48197	(734) 995-8094	3576	AN
	(JPMORGAN)	HURON RIVER				. ,	WASHTENAW	
		DRIVE					AVE	
9209	CHASE	3166 WEST	WATERFORD	MI	48328	(248) 681-0900	9 N TELEGRAPH	WA
	(JPMORGAN)	HURON STREET					RD	
9210	CHASE	2310 WEST 95th	CHICAGO	IL	60643	(708) 445-1770	2637 WEST 95TH	EVE
	(JPMORGAN)	STREET					ST., EVERGREEN	PAR
							COMMONS	
9211	WASHINGTON	5230 FLATBUSH	BROOKLYN	NY	11234	(718) 692-5850	2435 FLATBUSH	BRC
	MUTUAL	AVENUE &					AVE	
		AVENUE U						
9213	BANK OF	195 Bristol Oxford	Langhorne	PA	19047	(800) 841-4000	2500 E Lincoln Hwy	Lang
	AMERICA	Valley Road						
9214	CHASE	260 JOHN R	TROY	MI	48083	(248) 524-6224	100 W 12 MILE RD	
	(JPMORGAN)							HEI
9217	CHASE	833 SOUTH HIGH	COLUMBUS	ОН	43206	(614) 248-2480	SANCUS RETAIL	COL
	(JPMORGAN)	STREET					CENTER, 1154	
9220	CHASE	4763 GREAT	NORTH OLMSTED	ОЦ	44070	(440) 777-4888	POLARIS PKW 25180 LORAIN RD	NO
9220	(JPMORGAN)		NORTHOLMSTED	OII	44070	(440) ///-4000	25160 LOKAIN KD	N U.
	(JI WOROAN)	BLVD						
9221	BANK OF		NASHVILLE	TN	37217		5295 HICKORY	ANT
	AMERICA	MURFREESBORO					HOLLOW PKWY	
		ROAD					#1015	
9223	BANK OF	141 SOUTH	WICHITA	KS	67207	(316) 261-4557	8303 KELLOGG ST	WIC
	AMERICA	ROCK RD					SUITE 444	
9224	CHASE	4144 BAY RD	SAGINAW	MI	48603	(989) 771-2440	4434 BAY RD	SAC
	(JPMORGAN)							
9225	BANK OF	6711 RITCHIE	GLEN BURNIE	MD 2	1061-2395	(410) 766-3500	6710 GOVERNOR	GLE
	AMERICA	HIGHWAY					RITCHIE HWY	
9227	BANK ONE	17800 FORT	RIVERVIEW	MI	48192	(734) 284-0365	18700 EUREKA RD	SOU
		STREET					SPACE 1,2,3	
9229	US BANK	100 NORTH 56TH	LINCOLN	NE	68504	(402) 467-8002	101 S 48TH SUITE	LIN
		STREET					4	
9232	CHASE	4600 DRESSLER	CANTON	ОН	44718	(330) 492-4431		CAN
	(JPMORGAN)			NG	40500	(010) 005 0000	WHIPPLE NW	
9235		111 EAST COURT	FLINT	MI	48502	(810) 237-3880	G4365 MILLER RD	FLII
9236	(JPMORGAN) UNITED			DA 14	0061 2000	(610) 544 0000	220 BALTIMORE	SDD
7230	SAVINGS	301 BALTIMORE PIKE & WEST	51 KINTTIELD	ra P	2004-2809	(610) 544-9090	220 BALTIMORE PIKE	SFK
	BANK	AVE					TINE	
	DAIM	2 S V L						

9237	BANK ONE	HAMILTON	COLUMBUS	ОН	43232	(614) 248-2490	2577 S HAMILTON RD	COI
9241	BANK OF AMERICA	ROAD 7595 ORA GLENN DRIVE	GREENBELT	MD	20770		7565 GREENBELT RD SPACE 205	GRE
9242	BANK OF AMERICA	183 Quaker Rd	Queensbury	NY	12804	(800) 841-4000	1492 State Route 9	Lake
9247	US BANK	1493 Robert Street South	WEST ST PAUL	MN	55118		1733 S ROBERTS ST	W S
9250	BANK OF AMERICA	910 TALON DRIVE	O' FALLON	IL	62269			FAI HEI
9251	CITIZENS NATIONAL BANK	PO BOX 4610 PIGEON FORGE OFFICE	SEVIERVILLE	TN 37	7864-4610		2655 TEASTER LANE	PIGI
9252	US BANK	72nd and Dodge	OMAHA	NE	68114		7604 DODGE ST	OM.
9254	CHASE (JPMORGAN)	120 NORTH SCOTT	JOLIET	IL	60432	(815) 727-2601	1359 N LARKIN ST	JOL
9256	BANK OF AMERICA	300 MERCER MALL	LAWRENCEVILLE	NJ	08648	(609) 452-2923	3256 BRUNSWICK PIKE	LAV
9257	CHASE (JPMORGAN)	5435 NORTHFIELD ROAD	BEDFORD HEIGHTS	ОН	44146		4755 NORTHFIELD RD	N R.
9258	SKY BANK	4105 TALMADGE ROAD	TOLEDO	ОН	43623		5212 MONROE ST SUITE B	TOL
9260	NORTHWEST SAVINGS BANK	8 MILLCREEK SQUARE	ERIE	PA	16509	(814) 866-3900	7 MILLCREEK SQ	ERII
9266	TRUSTMARK BANK	3714 CANADA RD	LAKELAND	TN	38002		3536 CANADA RD SPACE 8A	LAK
9267	CHASE (JPMORGAN)	111 Monument Circle	INDIANAPOLIS	IN	46204	317-321-7020	10027 E WASHINGTON ST	IND
9270	CHASE (JPMORGAN)	2404 EAST OAKLAND AVENUE	BLOOMINGTON	IL	61701	(309) 433-9151	1407 N VETERANS PKWY	BLC
9271	CHASE (JPMORGAN)		PARK FOREST	IL	60466		4744 W LINCOLN PKWY	MA
9272	BANK OF AMERICA	17 Wallingford Sq	Kittery	ME	03904	(800) 841-4000	8 Dexter Ln	Kitte
9273	CHASE (JPMORGAN)	1935 BRETON ROAD SOUTHEAST	GRAND RAPIDS	MI	49506	(616) 771-7025	3931 28TH ST SE	GR/
9274	CHASE (JPMORGAN)	1 EAST OLD STATE CAPITOL PLAZA	SPRINGFIELD	IL	62701		2450 WABASH SPACE 101	SPR
9278	BANK OF AMERICA	10700 MIDLOTHIAN TURNPIKE	RICHMOND	VA	23235		11003 MIDLOTHIAN TPKE	RIC
9280	FIRST NAT' L BANK OF PA	5004 MCKNIGHT RD	PITTSBURG	PA	15237	(412) 369-0990	4700 MCKNIGHT RD	PITT
9283	CHASE (JPMORGAN)	5400 MAYFIELD ROAD	LYNDHURST	ОН	44124		5419 MAYFIELD RD	LYN

9286	BANK OF	1699 Whitney Ave	Hamden	СТ	06517	(800) 841-4000	1869 Dixwell Ave	Ham
	AMERICA							
9290	CITIZENS	1313 FRANKLIN	PHILADELPHIA	PA	19154	(215) 637-9515	1441 FRANKLIN	PHI
	BANK	MILLS CIRCLE					MILLS CIRCLE	
9291	BANK OF	502 SOUTH	WILMINGTON	NC	28403		351 S COLLEGE	WIL
	AMERICA	COLLEGE ROAD					RD SPACE D-19	

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8

CM Accts by Name

8/17/2010

# Exhibit 7.1 Direct Deposit Accounts

	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# ***	# ***	# ***	STORE_ADDRES	S
	BANK OF AMERICA	1469 Route 9	Wappingers Falls	NY	12590	(800) 841-4000				1955 South Rd	Р
	CHASE (JPMORGAN)	50 SOUTH MAIN STREET	AKRON	ОН	44308	(330) 972-1984				1950 BUCHOLZEF AVE	R A
0298		505 NORTH DUPONT HIGHWAY	DOVER	DE	19901	(888) 762-2265				1037 N DUPONT HWY	Γ
9299	US BANK	231 County Road 10 NE	Blaine	MN	55434					N CT COMMONS SP 13 670 HWY 10	
	BANK OF AMERICA	1123 SOUTH UNIVERSITY	LITTLE ROCK	AR	72205	(501) 664-3613				1216 S UNIVERSITY AVI	L
	CHASE (JPMORGAN)	2109 WEST CENTRE	PORTAGE	MI	49002	(269) 323-0381				6749 S WESTNEDGE AVI	P E
9306	M & T BANK	811 KIDDER STREET	WILKES-BARRE	PA	18702	(570) 824-5915				TRIANGLE PLZ 677H KIDDER ST	W
	BANK OF AMERICA	3400 WESTOWN PARKWAY	WEST DES MOINES	IA	50266	(515) 224-0615				8801 UNIVERSITY AVE	C C
0311	PNC BANK	32 MIRACLE MILE SHOPPING CENTER	MONROEVILLE	PA	15146	(412) 373-2476				3832 WILLIAM PENN HWY	N
	BANK OF AMERICA	67 Old Newtown Rd	Danbury	СТ	06810	(800) 841-4000				100 Newtown Rd	D
	SUSQUEHANNA BANK	366 HARTMAN BRIDGE RD	STRESBURY	PA	17579	(717) 687-8454				35 S Willowdale Di Box 807	L R
9319	US BANK	5501 WEST 41ST	SIOUX FALLS	SD	57106					3500 W 41ST ST	S
	BANK OF AMERICA	19 Ridgedale Ave	East Hanover	NJ	07936	(800) 841-4000				368 State Route 10	E
		241 EAST MARKET ST, PO BOX 1377	SMITHFIELD	NC 2	27577-137	7 (919) 989-3274				2400 INDUSTRIAI PK DR SP 450	. S
9324	US BANK	3802 13th Avenue South	FARGO	ND	58103					4340 13TH AVE SW	F
	CHASE (JPMORGAN)	1836 NORTH BROADWAY	MELROSE PARK	IL	60160	(708) 450-1674				1180 1/2 WEST NORTH AVE. WINSTON PLAZA	N
	· · · · · · · · · · · · · · · · · · ·	30730 GROESBECK HIGHWAY	ROSEVILLE	MI	48066	(586) 775-7800				30160 GRATIOT AVE	F
	BANK OF AMERICA	251 Glen Cove Rd	Carle Place	NY	11514	(800) 841-4000				152 Glen Cove Rd	(
		4495 LEMAY FERRY ROAD	ST LOUIS	МО	63129					7328 S LINDBERGH BLVD	S

9333	BANK OF		ST PETERS	MO	63376		4083 Veteran' s	ST I
9334	AMERICA CHASE	SERVICE ROAD 3115 RIDGE	LANSING	IL	60438	(708) 474-6161	Memorial Parkway 16819 TORRENCE	TAN
9554		ROAD	LANSING	IL	00438	(708) 474-0101	AVE	LAP
9336	BANK OF AMERICA	425 Philbrook Ave	South Portland	ME	04106	(800) 841-4000	220 Maine Mall Rd	S Pc
9339	BANK OF AMERICA	47 West Main St	Patchogue	NY	11772	(800) 841-4000	49956 N Service Rd	Patc
9340	BANK OF	7520 MARLBORO	FORESTVILLE	MD	20747	(301) 817-7760	5736 SILVER HILL	DIS
	AMERICA	PIKE					RD	HEI
9343	PNC BANK	2101 PARK MANOR BLVD	PITTSBURGH	PA	15205	(412) 787-5757	6528 Steubenville Pike, Robinson Court	PIT
9345	BANK OF	1821	CINNAMINSON	NJ	08077	(856) 786-8780	US S. Rte 130 - 195	RIV
	AMERICA	CINNAMINSON AVE					Cinnaminson Avenue	
9347	CHASE (JPMORGAN)	6660 SOUTH SHERIDAN ROAD	TULSA	OK	74133	(918) 586-1000	8228 E 61ST ST SUITE 101	TUI
9348	M & T BANK			PA	17404	(717) 852-4555	MAPLE VLG II 970 LOUCKS RD	YOI
9349	FIFTH THIRD BANK	1250 NORTH GREEN RIVER	EVANSVILLE	IN	47715	(812) 474-2741	1530 N GREEN RIVER RD BLDG	EVA
9351	FIRST	RD 5526 BRAINERD	CHATTANOOGA	TN	37411	(423) 954-2520	A BRAINARD PK	CHA
	TENNESSEE	RD					5799 BRAINARD RD	
9354	NATIONAL CITY BANK	2521 CAPITAOL AVE SW LOCATOR K- B05-XX	BATTLE CREEK	MI	49015	(616) 963-0771	5568 BECKLEY RD	BAT
9355	THE PARK AVE BANK	1012 LAKES BLVD	LAKE PARK	GA	31636	(229) 559-7056	5265 MILL STORE RD. SP 30	LAŀ
9356	CHASE (JPMORGAN)		HOUSTON	ТХ	77074	(713) 751-6100	6898 SOUTHWEST FREEWAY	но
9360	CHASE (JPMORGAN)	201 SOUTH WASHINGTON SQUARE	LANSING	MI	48933	(517) 487-1037	5849 W SAGINAW HWY DELTA CTR	LAN
9361	CHASE (JPMORGAN)	1414 WEST OAK STREET	ZIONSVILLE	IN	46077	(317) 266-7316	501 COLISEUM BLVD E	FT V
9363	CHASE (JPMORGAN)	8515 5th Ave	BROOKLYN	NY	11209	(718) 439-5648	527 86TH ST BAYRIDGE	BRO
9365	CHASE (JPMORGAN)	1200 MCKINNEY, STE 433	HOUSTON	ТХ	77010	(713) 751-6100	4608 FM 1960 W NORTHWOODS SC	но
9366	CHASE (JPMORGAN)	7000 GRAPEVINE HIGHWAY	FORT WORTH	ТХ	76180	(817) 884-4000	N EAST SC 8704A AIRPORT FREEWY	HUI
9367	BANK OF AMERICA	5310 Sunrise Highway	MASSAPEQUA	NY	11762	(800) 841-4000	5060A SUNRISE HWY	MA

9368	CHASE (JPMORGAN)	3100 W. BROAD STREET	COLUMBUS	OH	43204	(614) 248-2630	W BROAD CTR 3659 W BROAD S	COI ST
9370	CHASE	3856 WEST 26TH	CHICAGO	IL	60402	(773) 277-5300	7365 25TH ST N	N R
9371	(JPMORGAN) BANK OF	STREET 1355 N. Delsea	Deptford	NJ	08096	(800) 841-4000	RIVERSIDE PLZ Center of Deptford	l, Dep
,	AMERICA	Drive	Deptiona	1.0	00090		NJ 08096	., 2 <b>.</b> p
9373	CHASE	6400 GRAND	GURNEE	IL	60031	(847) 782-3690	6170 W GRAND	GUI
	(JPMORGAN)	AVE					AVE SPACE 381	
9374	HSBC BANK USA	3478 BOSTON RD	BRONX	NY	10475	(718) 991-7233	BAY PLAZA , 20 BARTOW AVE	94 BRC
9375	CHASE	633 NORTHLAND	CINCINNATI	OH	45240	(513) 595-6410	CASINELLI SQ 1	29 SPR
	(JPMORGAN)	BLVD					E KEMPTER RD	
9376	CHASE	45 EAST FOURTH	CINCINNATI	ОН	45202	(513) 784-0770	KENWOOD CTR	
	(JPMORGAN)	STREET					7324 KENWOOD	
0277	CULASE			N	46204	(217) 221 7020	RD	NID
9377	CHASE (JPMORGAN)	101 MONUMENT CIRCLE	INDIANAPOLIS	IIN	46204	(317) 321-7020	6024 E 82ND ST CASTLETON	IND
	(JI WORDAN)	CIRCEL					SHOPS	
9378	CHASE	8800 WEST	MILWAUKEE	WI	53224	(414) 365-6306	7817 W BROWN	BRO
	(JPMORGAN)	BROWN DEER					DEER RD	
		ROAD						
9379	BANK OF AMERICA	188 Boston Turnpike Road	Shrewsbury	MA	01545	(800) 841-4000	80 80a Boston Tpl	e Shre
9380	BANK OF	3375	WALDORF	MD	20602		3376 CRAIN	WA
	AMERICA	LEONARDTOWN ROAD					HIGHWAY	
9381	CHASE	533 LYNDON	LOUISVILLE	KY	40222	(502) 566-2291	7635	LOU
	(JPMORGAN)	LANE					SHELBYVILLE F	D
9383	BANK OF	1000 Cottman Ave	Philadelphia	PA	19111	(800) 841-4000	2375 Cottman Ave	e Phili
	AMERICA							
9384	CHASE	7990	DAYTON	ОН	45459	(937) 443-6290	7924	MIA
	(JPMORGAN)	WASHINGTON VILLAGE DRIVE					SPRINGBORO PIKE	
9387	CHASE	30 NORTH MAIN	POLAND	OH	44514	(330) 757-0852	926 BOARDMAN	- BO4
2007	(JPMORGAN)	STREET	1 OLAND	011	11011	(550) 151 0052	POLAND RD	<b>D</b> 07
9388		2655 RICHMOND	STATEN	NY	10314	(718) 370-3623	2295 RICHMONE	) STA
	BANK	AVE	ISLAND				AVE SPACE 63	ISL
9390	CHASE	303 SOUTH MAIN	DUNCANVILLE	ТХ	75116	(972) 780-4207	3209 CAMP	DAI
	(JPMORGAN)						WISDOM RD	
9391	CITIZENS BANK	2084 NAMANS	WILMINGTON	DE	19808	(302) 421-2358	3924 KIRKWOOI	) WIL
	011 + 0F	ROAD	AN CADING O				HWY RTE 2	
9393	CHASE (IPMORGAN)		AMARILLO	ТΧ	79101	(806) 378-3100	WOFLIN SQ 2217 I-40 W	AM.
	(JPMORGAN)	TYLER STREET, SUITE 100					1-40 W	
9395	CHASE		MENTOR	OH	44060	(440) 352-5530	7619 MENTOR	MEI
	(JPMORGAN)	BLVD				× , · •	AVE	
9396	BANK OF		King of Prussia	PA	19406	(800) 841-4000	445 W Dekalb Pik	e King
	AMERICA	Pike						
9397	CHASE	1200 MCKINNEY,	HOUSTON	ТХ	77010	(713) 751-6100	10911 1-10 East	но
	(JPMORGAN)	STE 433					Freeway	

939	98 BANK OF	12400 NORTH	HOUSTON	ТΧ	77060	(281) 874-6166	(	GREENSPOINTE	но
	AMERICA	FREEWAY					S	SQ 153 GREENS	
							F	RD	
94(	00 VALLEY	54 MILL CREEK	Secaucus	NJ	07094	(201) 583-9030	3	8 Mill Creek Dr	Seca
	NATIONAL	MALL							
	BANK								
940	HSBC BANK	200 OAKDALE	JOHNSON CITY	NY	13790	800-975-4722	2	23 REYNOLDS	JOH
	USA	MALL					F	RD OAKDALE	
							Ν	MALL 3A	
940	02 CHASE	2921 PAT	UNIVERSAL	ТΧ	78148	(210) 566-5750	8	3251 Agora	Seln
	(JPMORGAN)	BOOKER, STE	CITY				F	Parkway, Suite 101	
		100							
94(	BANK OF	9460 FM 1960	HUMBLE	ΤX	77338	(281) 548-3703	1	9723 EASTEX	HU
	AMERICA	ROAD WEST					F	FREEWAY HWY	
							5	59	

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CM Accts by Name

ORE NO.	Rank Nama	BANK ANDRESS	CITY	ST	ZIP	TELEPHONE		H ROUTING DE			5
0.40.4	_	BANK_ADDRESS				IELEPHUNE	# ***	# ***	# ***	STORE_ADDRESS	
	BANK OF		LUBBOCK	ТΧ	79424					4408 50TH ST	LUBB
		STREET		The second se							
		9375 KINGSTON	KNOXVILLE	TN	37922					7834 KINGSTON	KNOX
		PIKE								PIKE	
	CHASE	124 SOUTHWEST	PEORIA	IL	61602	(309) 672-6123				3526-3528 N	PEORI
	`````	ADAMS STREET								UNIVERSITY AVE	
		9505 PINEVILLE-	PINEVILLE	NC	28134	(704) 386-3980				10610 D	PINEV
		MATTHEWS								CENTRUM PKWY	
		ROAD									
			CHANTILLY	VA	22021					13061 LEE	FAIRF
		METROTECH								JACKSON	
		DRIVE								MEMORIAL HWY	
9409			BURNSVILLE	MN	55337					820 W COUNTY	BURN
		COUNT ROAD 42								RD 42	
		50 Monument Rd	Bala Cynwyd	PA	19004	(800) 841-4000				4510 City Ave	Philade
	AMERICA										
		41 Beacon Street	Framingham	MA	01701	(800) 841-4000				150 Worcester Rd	Framin
	AMERICA										
			SAN ANTONIO	ТΧ	78216	(210) 525-5440				7334 SAN PEDRO	SAN A
		410								BLVD	
	BANK OF		ALBUQUERQUE	NM	87110	(505) 282-3030				6601 MENAUL	ALBU
		BLVD NE								BLVD NE	
		241-42 S. Conduit	Rosedale	NY	11422	(800) 841-4000				320 W Sunrise Hwy	Valley
		Blvd									
	HSBC BANK		BROOKLYN	NY	11239	(800) 975-4722				1110	BROO
		PENNSYLVANIA								PENNSYLVANIA	
0.417		AVE	CODDUG	$\mathbf{T}\mathbf{V}$	70404	(2(1) 051 ((00				AVE STORE 18	CODD
			CORPUS	ТΧ	78404	(361) 851-6600				5118-C S STAPLES ST	
			CHIRSTI	$\mathbf{T}\mathbf{V}$	70041						CHRIS
			LAREDO	IA	78041					5504 SAN	LARE
		MCPHERSON								BERNADO AVE	
9420		ROAD	DALTIMODE	MD	21224	(410) 285-4780				STE 100 7839 EASTPOINT	EDAL
		7703 EASTPOINT MALL	DALTINIOKE	WID	21224	(410) 200-4/80				MALL	L DAL
		4600 SOUTH	ET WODTH	τv	76122	(817) 884 4000					ET WC
		HULEN STREET		1	/0132	(817) 884-4000				4613 S HULEN ST SUITE C	FI WC
	· · · · · ·		DALLAS	τv	75240	(072) 034 7501					DALL
			DALLAS	1	/3240	(972) 934-7501				13398 PRESTON	DALL
	` ` ` `	FREEWAY, STE								RD	
0424		150 52 COLONIAL	HADDIGDUDG	D 4	17100	(717) (57 40/5				4435 1000000000	IIADD
		53 COLONIAL	ΠΑΚΚΙδΒυΚΟ	РA	1/109	(/1/) 03/-4005				4425 JONESTOWN	ПАКК
		PARK MALL PA								RD RTE 22	
0.426		6665 20700 MAN DYKE	WADDEN	λα	40000	(50() 550 0010					WART
		29700 VAN DYKE	WAKKEN	MI	48093	(386) 558-0212				1961 E EIGHT	WARR
	(JPMORGAN)	KUAD								MILE RD	

9428	CHASE	4401 WEST	APPLETON	WI	54915	(920) 738-9000	708 N CASALOMA	
0.420	`	WISCONSIN AVE			70025	(015) 500 (001	DR STE 10 UNIT3	
9429		1212 HAWKINS	EL PASO	ТΧ	79925	(915) 590-4921	1111 HAWKINS	EL PAS
0.420	AMERICA HSBC BANK	BLVD	CREENDERC	NIX	10(07	(014) 428 8100	BLVD	CDEEN
9430	USA		GREENBERG	NY	10607	(914) 428-8100	350 TARRYTOWN RD RTE 119	GREEN
	USA	TARRYTOWN ROAD					KD KIE 119	
9431	COMPASS	2811 EASTERN	MONTGOMERY	ΔI	36116	(334) 409-7206	3984 EASTERN	MONT
7451	BANK	BLVD	MONTOOMERT	AL	50110	(554) 409-7200	BLVD SUITE B	MONT
9432	BANK OF	29 BLANDING	ORANGE PARK	FI	32073	(904) 269-1770	66 BLANDING	ORANO
7452	AMERICA	BLVD	ORANGLIARX	I L	52075	()(+) 20)-1770	BLVD	ORAIN
9433	BANK OF		JACKSONVILLE	FI	32225	(904) 724-4445	9402 ARLINGTON	IACKS
7455	AMERICA	SQUARE BLVD	JACKSON VILLE	1 L	52225	()())/24 +++5	EXWY	JACKO
9434	BANK OF	1199 NE 163rd	NORTH MIAMI	FL.	33162	(305) 947-0691	1749 NE 163RD ST	N MIAI
,	AMERICA	STREET		12	55162		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	BEACH
9435	BANK OF		STONE	GA	30087	(770) 498-5250	5370 US HWY 78	STONE
	AMERICA	78	MOUNTAIN				SUITE 5	MOUN
9436	BANK OF	2850 NO	LIGHTHOUSE	FL	33064	(954) 784-2974		POMPA
	AMERICA	FEDERAL HWY	POINT				HWY STE 100	BEACH
9438	BANK OF	1021 FALL RIVER	SEEKONK	MA	02771	(508)336-0071	185 HIGHLAND	SEEKO
	AMERICA	AVE					AV PRICE CLUB	
							PLZ	
9440	BANK OF	821 North Stiles	Linden	NJ	07036	(800) 841-4000	1601 W Edgar Rd	Linden
	AMERICA	Street						
9441	CHARTER	5 EASTVIEW	VICTOR	NY	14564	(585) 223-0111	170	VICTO
	ONE BANK	MALL					COBBLESTONE	
							COURT DRIVE	
9442	CHITTENDEN	99 DORSET	S BURLINGTON	VT	05403	(802) 658-1444	861 WILLISTON	S BURI
	BANK	STREET					RD STAPLES PLZ	
9443	US BANK	8441 WEST	LITTLETON	СО	80123		5656 S	LITTLE
		BOWLES AVE					WADSWORTH	
							BLVD UNIT 2	
9444	M & T BANK	640 Scranton	Scranton	PA	18508	(570) 342-3047	Center of Scranton,	Scrantor
		Carbondale Hwy					PA 18508	
9445	BANK OF	265 Montauk	Islip	NY	11751	(800) 841-4000	1757 Sunrise Hwy	Bay Sho
	AMERICA	Highway						
9447	BANK OF	7811 Maple	Pennsauken	NJ	08109	(800) 841-4000	216 Haddonfield Rd	Cherry 1
	AMERICA	Avenue						
9448	BANK OF	1601 EAST	OAKLAND	FL	33334	(954) 568-4392	2365 NE 26TH ST	
	AMERICA	OAKLAND PARK	PARK				WALGREENS PLZ	LAUDE
0.4.40	DANK OF	BLVD	MANIAGGAG	<b>X</b> 7 A	20100	(702) 221 2020		MANTA
9449	BANK OF AMERICA	8501 SUDLEY RD	MANASSAS	VA	20109	(703) 331-3030	8372 SUDLEY RD	MANA
9451	CHASE	323 SOUTH	SCHAUMDURC	п	60193	(947) 905 2902	1400 GOLF RD	SCILAT
9451			SCHAUMBURG	IL	00195	(847) 895-3803	WOODFIELD VLG	SCHAU
	(JI WORDAN)	BARRINGTON ROAD					GRN	
9453	BANK OF	8 Industrial Way	Eatontown	NJ	07724	(800) 841-4000	49 State Route 36	Eatonto
7433	AMERICA	East	Latontown	13	07724	(000) 071-7000	+7 State Route 30	Latonto
9454	BANK OF	1459 Macarthur Rd	Whitehall	PA	18052	(800) 841-4000	2367 Macarthur Rd	Whiteha
2707	AMERICA	. io / macartina Au	,, intenun		10052		2507 Macarthur Ku	,, 1110110
	million							

9455	CHASE	4503 LAPEER	KIMBALL	MI	48074	(810) 984-5009	1661 RANGE RD	KIMBA
	(JPMORGAN)		_				SPACE B-80	(PORT
9456	BANK OF	600 Dick Rd	Depew	NY	14043	(800) 841-4000	2130 Walden Ave	Cheekto
0457	AMERICA	2400 Marila Crassa	Derleich	M	55011		012 W CENTRAL	
9457	US BANK	2400 Maple Grove	Duluth	MN	55811		913 W CENTRAL	DULUI
0459	DANK OF	Road	S	NI	0707(	(200) 241 4000	ENTRANCE	<b>C</b>
9458	BANK OF	15 Commerce Blvd	Succasunna	NJ	07876	(800) 841-4000	288 State Route 10 W	Succasu
0460	AMERICA BANK OF	7101 WEST	RICHMOND	<b>1</b> 7 A	22204			DICUM
9460	AMERICA		RICHMOND	VA	23294		7111 W BROAD ST	KICHM
9461	BANK OF	BROAD STREET 25 Main Street	South River	NI	08882	(200) 841 4000	226 State Doute 19	E Drung
9401		25 Main Street	South River	NJ	08882	(800) 841-4000	326 State Route 18	
9462	AMERICA BANK OF	3855	MACON	GA	31206	(478) 474-1415	3619 MERCER	MACO
9402	AMERICA	BLOOMFIELD	MACON	UA	51200	(4/6) 4/4-1413	UNIVERSITY	MACO
	AMERICA	RD					BLVD	
9463	BANK OF	111 UNIVERSITY	COLLEGE	ТХ	77840		900-17 HARVEY	COLLE
9403	AMERICA	DRIVE E	STATION	17	//040		RD	STATIC
9464	BANK OF	1381 EAST RIDGE		NY	14621	(716) 467-7781	1381 E RIDGE RD	
2404	AMERICA	ROAD	ROCHESTER	141	14021	(/10) 40/-//81	1561 E KIDGE KD	(ROCH
9465	CHASE		MANSFIELD	ОН	44906	(419) 525-5715	695 N LEXINGTON	
7405		AVENUE WEST		011		(+1)) 525-5715	SPRINGMILL RD	IVIANOI
9466	CHASE	2207 SAGAMORE	ΙΔΕΔΥΕΤΤΕ	IN	47905	(765) 423-0140	2128 SAGAMORE	LAFAY
7400	(JPMORGAN)				F7705	(705) +25-01+0	PKWY S	
	(51 MORO/11()	SOUTH					i kwi 5	
9468	CHASE	935 PILGRIM	GREEN BAY	WI	54304	(920) 497-6800	2300 S ONEIDA ST	GREEN
9400	(JPMORGAN)		GREEN DAT		54504	(220) 497 0000	UNITED CTR	(ASHW
9469	CHASE		MIDLAND	ΤХ	79705	(432) 688-6353	4410 N MIDKIFF	MIDLA
) <b>1</b> 0)		COURTYARD		174	17105	(452) 000 0555	RD SUITE B-1	WIID <i>En</i>
	(01.000100111.))	DRIVE						
9470	CHASE		LOUISVILLE	KY	40208	(502) 566-2201	4814 OUTER LOOP	LOUIS
	(JPMORGAN)						BROWNSVL SQ	
	()	STREET					SC	
9471	CHASE	5233 JOHNSTON	LAFAYETTE	LA	70503	(337) 236-7182	3501	LAFAY
	(JPMORGAN)	STREET					AMBASSADOR	
	· · · · ·						CAFFREY	
9472	BANK OF	745 LYNNHAVEN	VIRGINIA	VA	23452	(757) 498-6013	2704 N MALL DR	VIRGIN
	AMERICA	PARKWAY	BEACH				SUITE 105-106	BEACH
9473	US BANK	1415 N Academy	COLORADO	СО	80909	(719) 597-9038	507 N ACADEMY	COLOR
		Blvd	SPRINGS				BLVD CITADEL	SPRINO
							XG	
9477	BANK OF	900 WEST 49TH	HIALEAH	FL	33012	(305) 364-8000	1001 W 49TH ST	HIALE
	AMERICA	STREET					STE 1	
9478	BANK ONE	8578	BATON ROUGE	LA	70806	(225) 332-4523	9490 AIRLINE	BATON
		GOODWOOD					HWY	
		BLVD						
9482	BANK OF	2105 WEST	BRANDON	FL	33511	(813) 653-2235	103 BRANDON	BRANI
	AMERICA	BRANDON BLVD					TOWN CENTER	
							BLVD	
9484	CHASE	303 SOUTH	CHAMPAIGN	IL	61821	(217) 351-1600	1006 W ANTHONY	CHAMI
	(JPMORGAN)	MATTIS					DR SUITES A & B	
		AVENUE						

9486	CHASE	221 WEST SIXTH	AUSTIN	ΤX	78701	(512) 479-1581	9705 RESEARCH	AUSTI
	(JPMORGAN)	STREET					BLVD HWY 183	
9487	CHASE	105 SOUTH ST.	SAN ANTONIO	ΤX	78205	(210) 271-8200	5755 NORTHWEST	SAN AI
	(JPMORGAN)	MARY' S					LOOP 410 #103	
9488	BANK OF	4330 U S 98	LAKELAND	FL 33	3809-3821	(863) 816-1610	4304 HWY 98 N	N LAK
	AMERICA	NORTH					VILLAGE PLZ	
9489	CHASE	55 SOUTH MAIN	NAPERVILLE	IL	60540	(630) 305-6115	618 S RTE 59	NAPER
	(JPMORGAN)	STREET, STE 175					NAPER W PLZ	
							#112	

<sup>\*\*\*</sup> Represents text omitted pursuant to a request for confidential treatment. The omitted material has been filed separately with the Securities and Exchange Commission.

CM Accts by Name

	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# ***	# ***	# ***	STORE_ADDRES
9490	BANK OF	6304 NORTH	ALPHARETTA	GA	30022	(710) 442-2476				7681 N POINT
	AMERICA	POINT								PKWY SUITE 500
		PARKWAY								
9491	BANK OF	9101 S DIXIE	MIAMI	FL	33156	(305) 663-5107				9875 S DIXIE HW
	AMERICA	HWY								
9494	BANK OF	460 E	ALTAMONTE	FL	32701	(321) 207-2400				355 E
		ALTAMONTE	SPRINGS							ALTAMONTE DR
		DRIVE								SUITE 1000
	MONROE BANK &		MONROE	MI	48161	(734) 384-8226				14750
	TRUST	ST								LAPLAISANCE RI
				****	0.550.4	(000) 000 0445				SPC H-165
			BARBOURSVILLE	WV	25504	(800) 828-8445				MALL RD
	(JPMORGAN)	EAST								HUNTINGTON MALL #330
9499	BANK OF	1995	FLORENCE	SC 1	0501 0526	6 (843) 678-3209				2590 DAVID
		HOFFMEYER RD	FLOKENCE	SC 2	.9501-0520	(845) 078-5209				MCLEOD BLVD
		PO BOX 100526								WICLEOD BE VD
9500	CHASE	1201 WEST MAIN	LEWISVILLE	ТΧ	75067	(214) 290-2000				565 E HWY 3040
		STREET		171	15001	(211) 290 2000				SUITE 201
		2940 S.	SPRINGFIELD	MO	65804	(417) 227-6251				1418 E
		GLENSTONE				<b>、</b>				BATTLEFIELD RE
9502	NATIONAL CITY	12010 CHURCH	BIRCH RUN	MI	48415	(989) 797-9277				12150 South Beyer
	BANK	STREET								Road, Space F050
		LOCATOR R-								
		H23-XX								
9503	VALLEY	22 Bloomfield	BELLEVILLE	NJ	07109	(973) 759-1015				135 Bloomfield Ave
	NATIONAL BANK	Avenue								
9504	CHASE	4097 NICHOLS	LEXINGTON	KY	40503	(859) 273-1016				3270
	(JPMORGAN)	PARK DRIVE,								NICHOLASVILLE
		SUITE 100								RD
			RALEIGH	NC	27612	(919) 716-2237				6010 GLENWOOD
		GLENNWOOD								AVE US 70 W
		AVENUE		D.	16640	(014) 044 4644				
			HOLLIDAYBURG	PA	16648	(814) 944-4644				RT 200 & PLANK
	COMMONWEALTH BANK									RD PARK HIL PLZ
		3508 W GENESEE	SVDACUSE	NY	13219	(315) 488-9255				3514 W GENESEE
		STREET	STRACUSE	IN I	13219	(313) 488-9233				ST ST
		3401 WEST FOX	MUNCIE	IN	47304	(765) 747-4615				3301 N
	(JPMORGAN)	RIDGE LANE	oriell		1,304	(100) 111 1010				EVERBROOK
										LANE
9509	BANK OF	2120 WEST	ANNAPOLIS	MD 2	1401-3058	3 (410) 224-3625				2091 WEST ST
		STREET				,				SUITE B
	BANK OF	3542 SATELLITE	DULUTH	GA	30136	(770) 497-3100				1950 PLEASANT
9510	DAINE OI									1/201 [[[[[]]]]]

9512	CHASE (JPMORGAN)	136 EAST LAKE STREET	BLOOMINGDALE	IL	60108	(630) 980-2800	158 S GARY ST STRATFORD PLZ
9513	BANK OF	825 DULVANEY	TOWSON	MD	21286	(410) 277-7471	815 GOUCHER
	AMERICA	VALLEY BLVD				· · ·	BLVD
9515	M & T BANK	CEDAR REEK	WAUSAU	WI 54	4402-8008	8 (715) 847-4255	10101 MARKET ST
		BRANCH PO BOX					SPACE C-110
		8008					
9516	BANK OF	1511 MATTHEW	FORT MYERS	FL	33907		4455 CLEVELAND
	AMERICA	DRIVE					AVE
9517	BANK OF	6725	MEMPHIS	TN	38115	(901) 366-3930	6326
	AMERICA	WINCHESTER					WINCHESTER RD
		RD.					SUITE 1
9518	CHASE	8921 Queens	Elmhurst	NY	11373	(718) 803-5340	8955 Queens Blvd
	(JPMORGAN)	Boulevard					
9520	CHASE	5555	NILES	OH	44446	(330) 652-1421	5555
	(JPMORGAN)	YOUNGSTOWN					YOUNGSTOWN/
		WARREN ROAD		_			WARREN RD #906
9521	BANK OF		AUGUSTA	GA	30909	(706) 737-4923	3435
	AMERICA	RD					WRIGHTSBORO
0.522	DANKOF	TOAT ADED CODY	CANANDIAN	<b>C</b> •	21.407	(010) 252 20(0	RD SUITE 1206
9522	BANK OF AMERICA	7802 ABERCORN STREET	SAVANNAH	GA	31406	(912) 353-3960	Oglethorpe Plaza, 7929 Abercorn
	AMERICA	SIKEEI					Street, Suite 640-650
9523	BANK OF	1827 N	WEST PALM	FI 3	3400 4714	5 (561) 697-3603	1990 N MILITARY
)323	AMERICA	MILITARY TRAIL		112 5.	5407-471.	(301) 077-3003	TRAIL
9524	BANK OF	3120 SW 34 th	OCALA	FL 3	4474-4433	3 (352) 861-1015	3558 SW COLLEGE
	AMERICA	AVE				()	RD, SUITE 200
9525	CHASE	5200 SALEM	DAYTON	ОН	45426	(937) 854-4388	5286 SALEM AVE
	(JPMORGAN)	AVENUE					SALEM CTR #103
9526	COMPASS BANK	1789	BIRMINGHAM	AL	35244	(205) 297-3510	1707
		MONTGOMERY					MONTGOMERY
		HIGHWAY					HWY
9527	CHASE	22 EAST MIFFLIN	MADISON	WI	53703	(608) 282-6020	698 S WHITNEY
	(JPMORGAN)	STREET					WAY STERLING
							CTR
9528	BANK OF	41 Veterans	Commack	NY	11725	(800) 841-4000	4199 Jericho Tpke
	AMERICA	Memorial Highway					
9529	BANK OF	510 NORTH	BRANSON	MO	65616		4370 GRETNA RD
	AMERICA	BUSINESS					SUITE 2170
0520	DANKOF	HIGHWAY 65	CDEENWILLE	66	20(07		
9530	BANK OF	498 SOUTH	GREENVILLE	SC	29607		2410 LAURENS RD
	AMERICA	PLEASANTBURG DRIVE					
9531	BANK OF	7405 TWO	COLUMBIA	SC	29223	(803) 765-4750	7357 TWO NOTCH
,001	AMERICA	NOTCH ROAD	COLOMBIA	50	27225	(000) 100 1100	RD MARSHBRK
							PLZ
9533	BANK OF	3303 SOUTH	SARASOTA	FL	34239	(941) 954-7800	4130 S TAMIAMI
	AMERICA	TAMIAMI TRAIL			/	. ,	TRAIL
9534	BANK OF	10 WEST HIGH	BRIDGEWATER	NJ	08807	(908) 722-0601	936 RTE 22 E
	AMERICA	STREET					

9535	COLONIAL BANK	3610 MCFARLAND BLVD. EAST	TUSCALOOSA	AL	35405	(205) 556-7224	3318 MCFARLAND BLVD E
9539	NORTH FORK BANK		FLUSHING	NY	11365	(718) 454-7500	61-26 190TH ST
9540	AMALGAMATED BANK NY	301 THIRD AVENUE	NEW YORK	NY	10010	(212) 679-5305	291 THIRD AVE
9541	BANK OF AMERICA	10050 PINES BLVD	PEMBROKE PINES	FL	33024		11090 PINES BOULEVARD
9542	BANK OF AMERICA	100 EAST ELM STREET	HILLSBORO	ТХ	76645		104 NE I-35 SUITE 128
9545	CHASE (JPMORGAN)	100 INDEPENDENCE PLACE	TYLER	ТХ	75703	(903) 561-5000	4217 S BROADWAY AVE
9546	US BANK	502 EAST OLD HIGHWAY 40	WARRENTON	MO	63383		2000 WARRENTON OUTLET CTR #39
9551	BANK OF AMERICA	3661 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL 3.	3311-1145	i (954) 714-9079	3196 N STATE RD 7 REEF PLZ
9553	BANK OF AMERICA	2900 WEST DAVID ROAD	CONROE	ТХ	77303		1111 LEAGUE LINE RD. SUITE 121
9554	BANK OF AMERICA	1070 WEST PATRICK ST.	FREDERICK	MD	21703	(301) 698-6080	1170 W PATRICK ST SUITES G & H
9556	BANK OF AMERICA	105 NORTH CONGRESS AVENUE	BOYNTON BEACH	FL 3.	3426-4260		324 N CONGRESS AVE OAKWOOD SC
9557	IRON & GLASS BANK	2204 LEBANON CHURCH ROAD	WEST MIFFLIN	PA	15122	(412) 655-0900	2033 LEBANON CHURCH RD SUITE C
9558	BRANCH BK/TR (BB&T)	120 EAST HIGHWAY 53 SE	CALHOUN	GA	30701		455 BELWOOD RD SE SUITE 60
9564	US BANK	3410 South 143rd Plaza	ОМАНА	NE	68144		13003 W CENTER RD SUITE 28
9566	CHASE (JPMORGAN)	200 E SEVENTH STREET	LOVELAND	СО	80537		5732 MCWHINNEY BLVD SPACE E-40
9567	BANK OF AMERICA	1025 INTERNATIONAL SPEEDWAY BLVD	DAYTONA BEACH	FL	32114		2110 W INTERNATL SPEEDWAY BLVD
9568	BANK OF AMERICA	162 COLLEGE STREET	ASHEVILLE	NC	28801	(828) 251-8269	64 TUNNEL RD
9569		5000 ROGERS AVENUE-1ST FLOOR	FORT SMITH	AR	72903	(479) 484-4263	4803 ROGERS AVE
9571	FIFTH THIRD BANK		JEFFERSONVILLE	ОН	43218	740-335-7640	8115 Factory Shops Blvd.
9573	BANK OF AMERICA	354 1/2 West Middle Turnpike	Manchester	СТ	06040		1470 Pleasant Valley Rd

9574	CHASE	14 SOUTH LA	LA GRANGE	IL	60525	(708) 579-4400	9404 JOLIET RD
	(JPMORGAN)	GRANGE ROAD					THE QUARRY S C
9576	MAIN SOURCE	3880 W	EDINBURGH	IN	46124	(812) 526-0551	11747 N
	BANK	PRESIDENTIAL					EXECUTIVE DR
		WAY PO Box 38					SPACE B80
9577	BANK OF	317 SE	GREENVILLE	NC	27858		3040 S EVANS ST
	AMERICA	GREENVILLE					SUITE 103
		BLVD.					
9579	BANK OF	2615 CALDER	BEAUMONT	ΤX	77702		5330 EASTEX
	AMERICA	STREET					FREEWAY
9581	SOUTHTRUST	1001	HUNTSVILLE	AL	35804	(256) 551-5126	4710-В
	BANK	HEATHLAND					UNIVERSITY
		DRIVE PO BOX					DRIVE
		267					
9582	BANK OF	45985 - 180	STERLING	VA	20165	(703) 421-7533	46220 POTOMAC
	AMERICA	REGAL PLAZA					RUN PLAZA
9583	BANK OF	140 ROUTE 73	WEST BERLIN	NJ	08091	(856) 767-5800	199 NORTH
	AMERICA	NORTH					ROUTE 73, SUITE
							А
9584	BANK OF	3057 AKERS	ATLANTA	GA	30339	(770) 953-5640	2778 COBB
	AMERICA	MILL ROAD					PARKWAY
9585	CHASE	2410 W. GRAND	HOWELL	MI	48843	(517) 548-3827	1475 N
	(JPMORGAN)	RIVER					BURKHART RD,
							SUITE D180

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CM Accts by Name

STORE NO.							ACCOUNT		G DEP. ROUTING		
	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# ***	# ***	# ***	STORE_ADDRE	SS
	BANK OF		GAFFNEY	SC 2	9341-1206	(864) 487-3651				335 FACTORY	C
	AMERICA	BAKER BLVD								SHOPS	
										BOULEVARD	
	CHASE		DENVER	CO	80206	(303) 322-4799				320 SOUTH	C
	(JPMORGAN)									COLORADO BLV	
		1940 RTS 5 & 20	WATERLOO	NY	13165	(315) 539-1000				655 RTE 318 SUI	fe v
	BANK									A005	
	GENEVA										
			ROANOKE	VA	24012					1919 VALLEY	F
	AMERICA	VIEW BLVD NW								VIEW BLVD	
										NORTHWEST	
			Willow Grove	PA	19090	(800) 841-4000				311 W Moreland F	d V
		Rd									
			BOWLING GREEN	KY	42101	(270) 781-9476				2522	E
	(JPMORGAN)									SCOTTSVILLE R	
	TRUSTMARK		JACKSON	MS 3	9205-0291	(601) 961-6071				1039 E COUNTRY	
		CAPITOL								LINE RD SUITE A	ł
		STREET PO BOX									
		291									
9596		8575 Valley Creek	WOODBURY	MN	55125					8362 TAMARACI	K V
		Road								VILLAGE	
			VERO BEACH	FL	32966	(561) 778-6081				1757 94TH DR	۷
		STREET FL6584								SUITE D180	
			CHARLOTTESVILLE	VA	22901					632 ALBEMARLI	EC
		PLACE								SQUARE	_
		1931 TRUNBULL	BRONX	NY	10473	(718) 597-5300				945 WHITE	E
		AVENUE		~~						PLAINS RD	
			OAK FOREST	IL	60452	(708) 535-5440				9396 WEST 159T	1 (
	(JPMORGAN)									STREET	
		10 SHERWOOD	TILTON	NH	03276	(603) 286-2401				Tanger Outlet	Г
	N.A.	DRIVE								Center, 120 Lacon	a
0.000			01.4	wa						Road	
			Olathe	KS	66062	(816) 979-8561				20143 W 151st St	C
		Clairborne									
		EAST STATE	ROCKFORD	IL 6	1125-1086	(815) 398-6500				6376 EAST STAT	Εĸ
	(JPMORGAN)			~ ~						STREET	
9611			CASTLE ROCK	СО	80104	(303) 814-6361				5050 FACTORY	C
0/10		STREET	HOUGTON	TV	77010	(712) 751 (100				SHOPS BLVD	-
		1200 MCKINNEY,	HOUSION	ТΧ	77010	(713) 751-6100				2346 SOUTH	H
	(JPMORGAN)		WEAT AD LOWER	00	00020	(202) 244 50 50				HIGHWAY 6	•
			WESTMINSTER	CO	80030	(303) 244-5060				8725 SHERIDAN	V
	· /	SHERIDAN BLVD			11001					BLVD UNIT B	
			RIVERHEAD	NY	11901	(631) 727-6800				1770 West Main	F
		OSTRANDER								Street, Ste 217	
		AVE									

	COUNTY								
0.415	NAT' L BANK		CANANADOOG	TT V	-	(510) 202 5(17			~
9615	FROST	221 WONDER	SAN MARCOS	ТΧ	78666	(512) 393-5647		Tanger Outlets 4015	SA
	NATIONAL	WORLD DRIVE						INTERSTATE	
0(1(	BANK	000 OTEVENI D	CONDUEDCE	<b>C</b> •	20520	(70() 22( 2202		HWY 35 STE 214	
9616		800 STEVEN B	COMMERCE	GA	30529	(706) 336-3202		800 STEVEN B	C
	BANK & TRUST	TANGER BLVD							
0(17		1000 MT 710N	MORROW	<b>C A</b> 2	02(0.221	(770) 0(0 2000		S/310	
9617	BANK OF	1200 MT. ZION ROAD	MORROW	GA 3	0200-2314	4 (770) 968-2000		5715 SUITE H JONESBORO H	M
9618	AMERICA BANK OF		Mova Londing	NI	08330	(800) 841 4000			М
9010	AMERICA	115 Route 50	Mays Landing	NJ	08330	(800) 841-4000		Center of Mays	IVI
9620	BANK OF	7100 SW ARCHER	GAINESVILLE	FL	32608			3600 S.W. ARCHER	G
9020	AMERICA	ROAD	OAINES VILLE	ГL	52008			ROAD UNIT A-1	01
9621	CHASE	6800 WESTGATE	AUSTIN	ΤХ	78745	(512) 479-5400			SU
9021		BLVD. STE 111	AUSTIN	IA	78745	(312) 479-3400		LANE	30
9622	BANK OF	6727 NORTH	PENSACOLA	FL	32504	(850) 478-3504			PE
<i>J</i> 022	AMERICA	DAVIS	TENSACOLA	1 L	52504	(850) 478-5504		HIGHWAY UNIT A	
	<i>i</i> menter	HIGHWAY							
9623	BANK OF	5325 SW 21st	TOPEKA	KS	66604			1930 S W	TC
2020	AMERICA	STREET	1012111					WANAMAKER RD	
	Indent	STILLT						SUITE E	
9624	BANK OF	1481 CARL D	FREDERICKSBURG	VA	22401	(540) 548-2827			FF
	AMERICA	SILVER				(0.10) 0.10 1011		ROAD	
		PARKWAY							
9625	CHASE	3103 FM 528	FRIENDSWOOD	ΤХ	77546	(281) 557-7941		1041 WEST BAY	w
	(JPMORGAN)					( - )		AREA BLVD	
9626	WRENTHAM	102 SOUTH	WRENTHAM	MA	02093	(508) 384-6101		1 PREMIUM	w
	CO OP BANK	STREET						OUTLET BLVD	
9627	PREMIER	100 GRELL LANE	JOHNSON CREEK	WI	53038	(920) 699-6900		132 WEST	JC
	BANK						1	LINMAR LANE,	
							S	SUITE D25	
9629	PREMIER	11055 61ST	ALBERTVILLE	MN	55301	(763) 497-8224	(	5415 LABEAUX	Al
	BANK	STREET NORTH						AVENUE SUITE	
		EAST					1	B-65	
9630	WACHOVIA	700 SOUTH	FOLEY	AL	36535	(251) 972-8823	2	2601 SOUTH	FC
	BANK	MACKENZIE					I	MCKENZIE ST.	
		STREET					5	SUITE S4	
9631	BANK OF	150 PARKER ST	VACAVILLE	CA	95688	(707) 449-4433	1	131 NUT TREE	V
	AMERICA						1	ROAD, SUITE K	
9632	Bank of ST.	900 STATE ROAD	ST. AUGUSTINE	FL	32084	(904) 209-0078	2	2700 STATE RD 16	SI
	Augustine	16					5	SUITE 815	
9633	US BANK	408 Court Street	WILLIAMSBURG	IA	52361		1	112-A TANGER	W
							1	DR.	
9635	BANK OF	1275 YORK	GETTYSBURG	PA	17325	(717) 337-9333	1	1863	Gl
	HANOVER	ROAD						GETTYSBURG	
								VILLAGE DRIVE	
9636	CITIZENS	ROUTE 611 AND	TANNERSVILLE	PA	18372	(570) 629-1631		1000 ROUTE 611,	T/
	BANK OF PA	715						UNIT A19	
9640	BANK OF	403 E. BIDWELL	FOLSOM	CA	95630	(916) 861-9900			FC
	AMERICA	STREET					1	BLVD, SUITE 1440	

9642	HOME FEDERAL SAVINGS BANK	149 S POTOMAC ST	HAGERSTOWN	MD	21740	(301) 745-6310	495 PRIME OUTLETS BLVD.	H
9643	NATIONAL CITY BANK	201 SOUTH BROAD ST LOCATOR 46-11-071	GROVE CITY	PA	16127	(724) 458-9250	I-79 & RTE 208 Space 315	GI
9644	CITIZENS BANK	1187 BOSTON Post Road	WESTBROOK	СТ	06498	(860) 399-8511	314 FLAT ROCK PLACE, SUITE A135	W
9646	BANK OF AMERICA	2400 EAST PONDEROSA	CAMARILLO	CA	93010	(805) 383-8300	990 CAMARILLO CTR DR, STE 1016	C
9662	CHASE (JPMORGAN)	4660 EAST MAIN	WHITEHALL	ОН	43213	(614) 248-2600	5091 EAST MAIN STREET	C
9664	US BANK	4621 INLAND EMPIRE ROAD	ONTARIO	CA	91764		4320 EAST MILLS CIRCLE UNIT H	01
9665	US BANK	4056 Highway 54	OSAGE BEACH	МО	65065		FACTORY OUTLET VILLAGE OSAGE BEACH, 4540 HWY 54, SUITE N4	OS 2
9668	WILMINGTON TRUST	I 4369 HIGHWAY ONE	REHOBOTH	DE	19971	(302) 856-4491	REHOBOTH OUTLETS, 1230 OCEAN OUTLETS, HWY 1	RI
9669	BANK OF AMERICA	1931 NORTHWEST HWY 101	LINCOLN CITY	OR	97367	(541) 994-2161		LI
9670	AM SOUTH BANK							
9674	FIRST MERIT BANK	209 WOOSTER STREET	LODI	ОН	44254	(330) 764-7474	PRIME OUTLETS, 9911 AVON LAKE RD., SUITE 315	Βĭ
9676	CHASE (JPMORGAN)	425 AIRLINE HIGHWAY	GONZALES	LA	70737	(225) 644-2575	TANGER OUTLE6T, 2400 TANGER BLVD. SUITE 152	G
9677	CHASE (JPMORGAN)	2039 AIRLINE DRIVE	BOSSIER CITY	LA	71111	(318) 226-2723	Louisiana Boardwalk, 640 Boardwalk Blvd.	в
9680	BANK OF AMERICA	303 E. TULARE AVENUE	TULARE	CA	93274	(559) 686-4900		Τl
9683	WACHOVIA BANK	COUNTY LINE ROAD	JACKSON	NJ	08527	732-363-2666	Jackson Outlet Center, 537 MONMOUTH ROAD, SPACE 322	JA
9685	BANK OF AMERICA	941 SOUTH ATLANTIC BLVD	LOS ANGELES	CA	90022		CITADEL OUTLETS, 100 CITADEL DRIVE, SUITE 660	C

9686	CHASE		MICHIGAN CITY	IN	46360	(219)-879-1122		M
	(JPMORGAN)	STREET					LIGHTHOUSE	
							PLACE	
9687	BANK OF	7828 MONTEREY	GILROY	CA	95020			Gl
	AMERICA	STREET					PREMIUM	
							OUTLETS, 8155	
							ARROYO Circl,	
							Sp#A-108	
9689	CHASE BANK	819 S ALLEN	ALLEN	ТΧ	75002	(972) 747-3210	ALLEN PREMIUM	Al
		HEIGHTS					OUTLETS 820	
							WEST STACY	
							ROAD, SUITE 330	
9690	BANK OF	1755 LAKESIDE	BULLHEAD CITY	AZ	86442	(520) 758-3981	1955 SOUTH	LA
	AMERICA	DR					CASINO DRIVE,	
							SUITE 270	
9701	BANK OF	5959 CANOGA	WOODLAND HILLS	CA	91367	(818) 712-6007	6443 CANOGA	W
	AMERICA	AVENUE					AVE STAPLES PLZ	(C
9702	CHASE	2950 WEST	PHOENIX	AZ	85029	(602) 589-3888	2860 W PEORIA	Pŀ
	(JPMORGAN)	PEORIA					AVE	
9703	BANK OF	1603	REDONDO BEACH	CA	90247	(310) 214-7306	16129 S	L
	AMERICA	HAWTHORNE					HAWTHORNE	
		BLVD					BLVD SUITE F	
9704	BANK OF	391	DALY CITY	CA	94015	(650) 615-4700	350 GELLERT	D
	AMERICA	SERRAMONTE					BLVD	
		CTR						
9705	BANK OF	2905 STEVENS	SANTA CLARA	CA	95050	(408) 983-0588	3136 STEVENS	SA
	AMERICA	CREEK BLVD					CREEK BLVD	
9706	BANK OF	901 NORTH	ONTARIO	CA	91762		358/366 S	UI
	AMERICA	MOUNTAIN					MOUNTAIN AVE	
		AVENUE						
9708	BANK OF	1053 WILLOW	CONCORD	CA 94	4520-5896	6 (925) 671-1563	675 CONTRA	PI
	AMERICA	PASS RD					COSTA BLVD	

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CM Accts by Name

STORE NO.						A	CCOUNT ACH ROUTING DEP. ROUTING	
	Bank_Name	BANK_ADDRESS	CITY	ST	ZIP	TELEPHONE	# *** # *** # *** STORE_ADDRE	ESS C
9709	BANK OF	4120 SAN PABLO	EMERYVILLE	CA	94608	(510) 273-5690	1199 40TH ST	EMERY
	AMERICA	AVENUE					EAST BAY SHO	Р
							CTR	
9710	BANK OF	3101 ARDEN	SACRAMENTO	CA	95825		1743 ARDEN WA	AY SACRA
	AMERICA	WAY						
9711	BANK OF	7496 DUBLIN	DUBLIN	CA	94568-2416	(925) 833-9588	8000 AMADOR	DUBLI
	AMERICA	BLVD					VALLEY BLVD	
9712	BANK OF	800	SALINAS	CA	93906	(831) 443-7125	776 NORTHRIDO	GE SALINA
	AMERICA	NORTHRIDGE CENTER					MALL	
9713	BANK OF	3401 DALE ROAD	MODESTO	CA	95356	(209) 549-8280	3200 SISK ROAI	D MODES
	AMERICA			0.1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(20)) 0 15 0200	UNIT G	
		590 EAST SHAW	FRESNO	CA	93710	(559) 445-7346	5048 N	FRESN
		AVENUE				((())))))))))))))	BLACKSTONE	
							AVE #101	
9715	BANK OF	303 NORTH "D"	SAN	CA	92401	(909) 381-8400	798 INLAND CT	R SAN
			BERNARDINO			(***)*****	DR	BERNA
	CHASE	5041 NORTH	PHOENIX	AZ	85016	(602) 589-4340	1945 E	PHOEN
		16TH STREET				()	CAMELBACK R	
	````						SUITE D2	
9717	CHASE	12240 NORTH	PHOENIX	AZ	85032	(602) 261-5230	12847-B N TATU	JM PHOEN
	(JPMORGAN)	TATUM BLVD				· /	BLVD	
	BANK OF	10 SANTA ROSA	SANTA ROSA	CA	95404	(707) 525-2303	1911 SANTA RO	SA SANTA
	AMERICA	AVENUE					AVE	
9719	BANK OF	3555 EAST	PASADENA	CA	91107	(626) 304-3175	3867 FOOTHILL	PASAD
	AMERICA	FOOTHILL BLVD					BLVD	
9720	BANK OF	641 MALL RING	HENDERSON	NV	89014	(702) 654-3100	1152 W SUNSET	HENDE
	AMERICA	CIRCLE					RD SUNSET PLZ	Z
9721	BANK OF	3800 MING	BAKERSFIELD	CA	93309	(661) 395-2117	3699 MING AVE	BAKER
	AMERICA	AVENUE					MING PLAZA	
9722	CHASE	6257 EAST	TUCSON	AZ	85711	(877) 226-5663	5700 E	TUSCO
	(JPMORGAN)	BROADWAY					BROADWAY	
		BLVD						
9723	BANK OF	3730 SOUTH	SANTA ANA	CA	92704	(714) 973-8495	3638 S BRISTOL	SANTA
	AMERICA	BRISTOL STRET					ST METRO TWN	1
							SQ	
9724	BANK OF	941 NORTH	ORANGE	CA	92867	(714) 778-7304	1302 N TUSTIN	ST ORANG
	AMERICA	TUSTIN						
9726	BANK OF	4801 W.	LAS VEGAS	NV	89193	(702) 654-4310	1705 S DECATU	R LAS VE
	AMERICA	CHARLESTON					BLVD	
		BLVD						
9727	BANK OF	503 W. BENHOLT	STOCKTON	CA	95207	(209) 944-5277	5779 PACIFIC A	VE STOCK
	AMERICA	DRIVE					SHERWOOD PL	Z
9728	BANK OF	4002 TACOMA	ТАСОМА	WA	98409	(800) 253-0784	2220 S 37TH ST	TACOM
	AMERICA	MALL BLVD					METRO PLZ S-8	

9729	BANK OF		MOUNTAIN	CA 94	4040-1273	(650) 324-4433	4898 EL CAMINO	LOS AI
0.52.0	AMERICA	ANTONIO RD	VIEW	** 7 *	000		REAL	
9730	BANK OF	2400 148TH AVE.	REDMOND	WA	98052	(206) 358-2410		BELLE
	AMERICA	NORTHEAST					AVE STERNCO	
	DANKOD		I LOIDOLO		00110		CTR	
9731	BANK OF		LAS VEGAS	NV	89119			LAS VE
	AMERICA	MARYLAND					MARYLAND	
		PARKWAY		~			PKWY SUITE 101	
9732	BANK OF	401 N. HARBOR	FULLERION	CA 92	2832-1939	(714) 533-4470		FULLE
	AMERICA	BLVD		~ .			BLVD SUITE A	
9733	BANK OF	971 BLOSSOM	SAN JOSE	ĊĂ	95123	(408) 277-7730		SAN JO
	AMERICA	HILL ROAD					HILL RD K-MART	
0724	DANKOF			WA O	0002 5400	(252) 822 5210	CTR	
9734	BANK OF		AUBURN	WA 98	8002-5490	(253) 833-5310	1101 SUPERMALL	AUBUR
9735	AMERICA BANK OF	WAY N 10101 SW	DODTI AND	OP	97223	(502) 620 5515	WAY, 1069 8705 Sw Hall Blvd	Deguart
9735	AMERICA	WASHINGTON	PORTLAND	OR	91225	(503) 620-5515	8703 SW Hall Bivu	Deavern
	AMERICA	SO RD						
9736	BANK OF	150 SO.	W. COVINA	CA	91790	(626) 854-8047	330 S VINCENT	W COV
7750	AMERICA	CALIFORNIA	W. COVINA	CA	)1/)0	(020) 054-0047	AVE	w cov
	/ initiation	AVENUE						
9737	BANK OF	1200 FAIRMONT	SAN LEANDRO	CA	94578	(510) 614-6150	15099 HESPERIAN	SAN LE
	AMERICA	DRIVE					BLVD SUITE E&F	
9738	BANK OF	11501 SANTA	LOS ANGELES	CA	90025	(310) 996-7811	1845 WESTWOOD	W LOS
	AMERICA	MONICA BLVD					BLVD	ANGEL
9739	CHASE	3939 NORTH	TUCSON	AZ	85705	(877) 226-5663	4055 N ORACLE	TUSCO
	(JPMORGAN)	) ORACLE ROAD					RD SUITE 101	
9742	BANK OF	30 E WELLESLEY	SPOKANE	WA	99207	(509) 353-6066	6010 N DIVISION	SPOKA
	AMERICA	AVE					ST	
9743	BANK OF	111 W 10th	TRACY	CA	95376	(209) 836-0944	1005 PESCADARO	TRACY
	AMERICA	STREET					AVE SUITE 179	
9744	BANK OF	71-799 HIGHWAY	RANCHO	CA	92270	(760) 341-4781	72216 HWY 111	PALM I
	AMERICA	111	MIRAGE				SUITES F5 & F6	
9745	BANK OF	2495 E.	LAKE	CA 92	2530-4446	(909) 679-6818		LAKE
	AMERICA	LAKESHORE DR	ELSINORE				AVE SUITE H184	ELSINC
9746	BANK OF	4705 SILVA	LAKEWOOD	CA	90712	(562) 663-0525	5195 LAKEWOOD	LAKEW
	AMERICA						BLVD	
9747	BANK OF	1275	SAN DIEGO	CA	92106		2990 MIDWAY DR	SAN DI
	AMERICA	ROSECRANS					ROSECRANS CTR	
0=40	DANKOD	DRIVE		<u></u>		(210) 205 5501		
9748	BANK OF		CULVER CITY	CA	90230	(310) 397-7781		CULVE
	AMERICA	SEPULVEDA					SEPULVEDA	
9752	BANK OF	BLVD	VANCOUVED	<b>X</b> 17 A	98660		BLVD	DODTI
9132	AMERICA	805 BROADWAY STREET	VANCOUVEK	w A	70000		1416 JANTZEN BEACH CENTER	PORTL.
9753			FREMONT	C A	04520	(510) 705 4110	39121 FREMONT	EDEMO
7133	BANK OF AMERICA	39300 FREMONT BLVD	T KEIWUN I	CA	94538	(510) 795-4110	39121 FREMONT BLVD	FRENIU
9756	BANK OF		SOUTH	CA	97397	(760) 843-6615		VICTO
2150	AMERICA		VICTORVILLE	Un	12392	(,00) 0550015	AMARGOSA	,10101
	. and don	ROAD					ROAD	
							NOAD	

9757	BANK OF	1288	SALEM	OR	97301	(503) 945-2194	1132 LANCASTER	SALEM
9131	AMERICA	LANCASTER DR	SALEW	OK	97501	(505) 945-2194	DRIVE NE	SALEN
	AMERICA	NE					DRIVE NE	
9759	BANK OF			C A	95823	(016) 722 4276	6160 FLORIN	SACDA
9139	AMERICA	BLVD	SACRAMENTO	CA	93823	(916) 732-4276	ROAD SUITE B	SACRA
9760	CHASE	2528 WEST	TEMPE	AZ	85282	(480) 890-6256		TEMPE
9700	(JPMORGAN)		TEMILE	AL	85282	(480) 890-0250	MILLS CIRCLE	I LIVII L
	(JI MOROAN)	AVENUE					MILLS CIRCLE	
9761	BANK OF	5905 S. VIRGINIA	RENO	NV 89	9502-6029	0 (775) 688-8900	5595 SOUTH	RENO
7101	AMERICA	ST	illi (ö	111 05		(115) 000 0500	VIRGINIA ST,	ILLIVO
							SUITE A	
9768	BANK OF	24740 VALLEY	NEWHALL	CA 91	1321-2640	(661) 253-4600		VALEN
	AMERICA	STREET				(,	MARKET PL.	
							25640 THE OLD	
							RD	
9769	BANK OF	2597 GEORGE	KENNESAW	GA	30144	(770) 423-5177	440 BARRETT	KENNE
	AMERICA	BUSBEE PKWY					PKWY, SUITE 17	
9775	BANK OF	2500 HIGHLAND	JONESBORO	AR	72401	(870) 933-4352	2108 SOUTH	JONESI
	AMERICA						CARAWAY	
9777	BANK OF	4041 LYNN	INDEPENDENCE	MO	64055	(816) 979-6119	14300 EAST 42ND	INDEPE
	AMERICA	COURT DRIVE					AVENUE	
9778	BANK OF	3410 WEST	CHANDLER	AZ	85226	(480) 224-2021	2560 W	CHANE
	AMERICA	CHANDLER					CHANDLER	
		BLVD					BLVD, SUITE 5	
9780	CHASE	4889 HOUSTON	FLORENCE	KY	41042	(859) 647-6300	VILLAGE AT THE	FLORE
	(JPMORGAN)	) ROAD					MALL, 7634 MALL	
							RD	
9782	BANK OF	503 CROSS	FAYETTEVILLE	NC	28303	(910) 864-2020		FAYET
	AMERICA	CREEK MALL					SUITE 341	
9783	BANK OF	1391 SILAS	WINSTON	NC	27127	(336) 805-3468	3272 SILAS CREEK	
	AMERICA	CREEK ROAD	SALEM				PKWAY UNIT 33/	SALEM
	DANK OF	PKWAY PLAZA					34	D.
9785	BANK OF	765 Stillwater Ave	Bangor	ME	04401	(800) 841-4000	37 Bangor Mall Blvd	Bangor
0707	AMERICA	112(21.05	LOCALAMITOS	<b>C A</b>	00720	(5(2) (24 4425	7(01 CARSON	LONG
9787	BANK OF	11262 LOS ALAMITOS	LOS ALAMITOS	CA	90720	(562) 624-4425	7601 CARSON BLVD.	LONG I
	AMERICA	BLVD					DLVD.	
9788	BANK OF	130 EMERALD	N. ATTLEBORO	МА	2760	(508) 643-1182	1400 S.	N. ATT
7700	AMERICA	SQUARE MALL	III III ILLBORO	1012 1	2700	(500) 045 1102	WASHINGTON ST.	11. 711 1.
	Thilliden	SQUIILE MILLE					UNIT 3	
9789	BANK OF	1855 NORTH	OXNARD	CA	93030	(805) 278-4511		OXNAF
	AMERICA	OXNARD BLVD				(***)=**	ESPLANADE	
							DRIVE	
9790	BANK OF	1447 NEW	WEST	СТ	06110	(860) 523-6151	1457 NEW	WEST
	AMERICA	BRITAIN AVE	HARTFORD			. ,	BRITAIN AVENUE	HARTF
9791	BANK OF	1729 WEST	COLUMBIA	MO	65203	(573) 876-6353	2101 WEST	COLUN
	AMERICA	BROADWAY,					BROADWAY	
		SUITE 15					SUITE EE	
9792	US BANK	4004	DAVENPORT	IA	52806		902 WEST	DAVEN
		NORTHWEST					KIMBERLY ROAD	
		BLVD						

9793	US BANK	4444 1st Avenue	Cedar Rapids	IA	52402		1392 TWIXT	MARIO
		NE					TOWN ROAD	
9794	FIRST	2066 N.	JACKSON	TN	38305	(731) 660-7355	50 OLD HICKORY	JACKS
	TENNESSEE	HIGHLAND					EAST BLVD	
		AVENUE						
9795	BANK OF	23831 EL TORO	LAKE FOREST	CA	92630	(949) 951-4024	24261 AVENIDA	LAGUN
	AMERICA						DE LA CARLOTA	
9796	BANK OF	15332 AURORA	SHORELINE	WA	98133	(206) 585-5715	15819	SEATT
	AMERICA	AVENUE NORTH					WESTMINSTER	
							WAY NORTH	
9797	BANK OF	10297	RIVERSIDE	CA	92504	(909) 781-3312	10113 HOLE	RIVERS
	AMERICA	MAGNOLIA					AVENUE	
		AVENUE						
9798	BANK OF	198 WEST MAIN	EL CAJON	CA	92020	(619) 401-1930	700 N JOHNSON	EL CAJ
	AMERICA	STREET					AVE SUITE A	
9799	CHASE	505 D STREET	SOUTH	WV	25303	(304) 744-1835	90 RHL BLVD	SOUTH
	(JPMORGAN)	)	CHARLESTON					CHARL

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CM Accts by Name

ORE NO.	Bank Name	BANK_ADDRESS	G CITY	ST ZIP TELEPHONE	# ***	CH ROUTING DE # ***	# ***	STORE ADDRESS	СІТУ
9800	CHASE	8283 SOUTH	ENGLEWOOD		#	#	#		LONE TRI
				CO 80112 (303) 244-5310				9078 WESTVIEW	LUNE I KI
		QUEBEC STREET		EL 22550				RD., SUITE 100	LADGO
	BANK OF	10900 SEMINOLE	LARGO	FL 33778				10357 ULMERTON	LARGO
	AMERICA	BLVD						ROAD	
	BANK OF	1101 Woodland	Wyomissing	PA 19610 (800) 841-4000				2733 Papermill Rd	Wyomissin
	AMERICA	Road							
	BANK OF	495 Union Street,	Waterbury	CT 06706 (800) 841-4000				945 Wolcott St	Waterbury
	AMERICA	Space 1000							
	CHASE	3265 WEST	AKRON	OH 44333 (330) 972-1930				3737 W. MARKET	FAIRLAW
	(JPMORGAN)							ST. UNIT L	
		STREET, SUITE							
		80							
	CHASE	1400	THE	TX 77380 (713) 751-6100				19075 I-45 SOUTH,	SHENAND
	(JPMORGAN)	WOODLOCH	WOODLANDS					SUITE 400,	
		FOREST DRIVE						Portofino Center	
	CHASE	4960 FAIRMONT	PASADENA	TX 77505 (713) 751-6100				5579 FAIRMONT	PASADEN
	(JPMORGAN)	) PKWY						PKWY	
9808	CHASE	1757 WEST	CHICAGO	IL 60614 (773) 880-1376				1730	CHICAGO
	(JPMORGAN)	) FULLERTON						W.FULLERTON	
								AVENUE UNIT 22	
9809	BANK OF	10600 CAMPUS	UPPER	MD 20772				BLVD AT CAPITAI	LARGO
	AMERICA	WAY SOUTH	MARLBORO					CENTRE, 900 G	
								CAPITAL CENTER	
								BLVD, SUITE D103	
9810	CHASE	575 SOUTH	ST. CHARLES	IL 60134 (630) 377-0808				962 SOUTH	ST. CHARI
	(JPMORGAN)	) RANDALL ROAD						RANDALL RD.	
								UNIT B	
9811	BANK OF	3321 NW	JENSEN BEACH	FL 34994 (772) 692-7821				2800NW FEDERAL	STUART
	AMERICA	FEDERAL						HIGHWAY	
		HIGHWAY							
9812	CHASE	8151 SOUTH	CHICAGO	IL 60619 (773) 651-4762				8658 SOUTH	CHICAGO
	(JPMORGAN)	) COTTAGE						COTTAGE GROVE	
		GROVE						AVENUE, Chatham	
								Village Square	
9813	BANK OF	2330 WEST	PHILADELPHIA	PA 19145				QUARTERMASTER	R PHILADEI
	AMERICA	OREGON						PLAZA, 2306	
		AVENUE						OREGON AVENUE	,
								SPACE F-3	
9814	BANK OF	1188 GALLERIA	ROSEVILLE	CA 95678 916-781-4582				CREEKSIDE TOWN	ROSEVILL
	AMERICA	BLVD						CENTER, 1208	
								GALLERIA BLVD,	
								STE 150	
9815	BANK OF	9080 KIMBERLY	BOCA RATON	FL 33434 561-470-1029				8903 GLADES	BOCA RAT
	AMERICA	BLVD						ROAD, BAY #L-5/6	

9816	BANK OF	192 PATTERSON	CARLSTADT	NJ 07072			EAST
	AMERICA	PLANK ROAD					RUTHERFOI
9817	BANK OF	7805 GUNN	TAMPA	FL 33626 (813) 79	92-0342	8015 CITRUS PARK	TAMPA
9818	AMERICA CHASE	HIGHWAY 4200 DEMPSTER	SKOKIE	II 60076 (847) 67	74 1222	DRIVE 9410-A SKOKIE	SKOKIE
9010			SKOKIE	IL 60076 (847) 67	/4-1525	BLVD	SKUKIE
9819	(JPMORGAN)	) 3920 AIRPORT	MOBILE	AL 36608 251-434	1 3060		MOBILE
9019	BANK	BLVD	MOBILE	AL 50008 251-454		SHOPPING	MOBILE
	DAIX	DEVD				CENTER, 3750	
						AIRPORT BLVD	
9820	BANK OF	8320 NORTH	KANSAS CITY	MO 64155		8401 NORTH	KANSAS CI
7020	AMERICA	OAK	Kinono en r	110 04155		MERCIER STREET	KINDID CI
	<i>i</i> million	TRAFFICWAY				MERCIER STREET	
9821	BANK OF	3220 188TH	LYNNWOOD	WA 98037		19220	LYNNWOOI
<i>J</i> 021	AMERICA	STREET, SW	EIIIIIIIIIOOD	WI 90057		ALDERWOOD	EIRIWOOI
	i initia de la	5111221, 5 11				MALL PKWY,	
						SUITE 130	
9822	BANK OF	500	CHESTERFIELD	MO 63017			CHESTERFI
/011	AMERICA	CHESTERFIELD	0111011111111111			CHESTERFIELD	0112012101
	i initia de la	CENTER DRIVE				AIRPORT ROAD,	
						SPACE 203	
9823	BANK OF	1704 NM HWY	ALBUQUERQUE	NM 87111			ALBUQUER
,	AMERICA	528				BYPASS NW,	
						SUITE B	
9826	BANK OF	2 BETHANY	HAZLET	NJ 07730		2872 HIGHWAY 35	HAZLET
	AMERICA	ROAD				SOUTH	
9828	BANK OF	27489 YNEZ	TEMECULA	CA 92591			TEMECULA
	AMERICA	ROAD				WINCHESTER	
						ROAD, SUITE A	
9829	CITIZENS	1 NORTH MAIN	GREENSBURG	PA 15601 724-832	2-5900	WESTMORELAND	GREENSBUI
	BANK	STREET				MALL, 998 EAST	
						PITTSBURGH	
						STREET, SUITE A	
9831	BANK OF	728 MASSABESIC	MANCHESTER	NH 03103		TJ MAXX PLAZA,	MANCHEST
	AMERICA	STREET				18 MARCH	
						AVENUE	
9832	CHASE	320 NORTH NEW	WACO	TX 76710 (254) 77	76-9500	2448 WEST LOOP	WACO
	(JPMORGAN)	ROAD				340	
9833	BANK OF	201 EAST 11TH	EUGENE	OR 97401		1125-A VALLEY	EUGENE
	AMERICA	AVENUE				RIVER DRIVE	
9834	BANK OF	5038 WEST	PALMDALE	CA 93551		AMARGOSA	PALMDALE
	AMERICA	AVENUE NORTH				COMMONS, 39445	
						TENTH STREET	
						WEST, SUITE E	
9835	BANK OF	749 MAIN	HYANNIS	MA 02601		CAPETOWN	HYANNIS
	AMERICA	STREET				PLAZA, 790	
						LYANNOUGH	
						ROAD, SUITE 22A	
9837	BANK OF	33 NEW	SAN	CA 94105		570 MARKET	SAN
	AMERICA	MONTGOMERY	FRANCISCO			STREET	FRANCISCO
		STREET					

9838	BANK OF	315	BOSTON	MA 02105	419 WASHINGTON	BOSTON
	AMERICA	WASHINGTON			STREET	
		STREET				
9840	CHASE	3783 VETERANS	METAIRIE	LA 70002 (504) 455-9728	3750 VETERANS	METAIRIE
	BANK	BLVD			MEMORIAL BLVD	
9841	BANK OF	1601 EAST	OAKLAND	FL 33334 (954) 568-4392	2365 NE 26TH ST	FT.
	AMERICA	OAKLAND PARK	PARK		WALGREENS PLZ	LAUDERDA
		BLVD				
9842	US BANK	10990 DOWNEY	DOWNEY	CA 90241	12136 LAKEWOOD	DOWNEY
		AVE			BLVD	
9843	US BANK	151 ANDOVER	SEATTLE	WA 98188	17401 SOUTH	TUKWILA
		PARK E			CENTER	
					PARKWAY, SUITE	
					141	
9844	BANK OF	700 ALAFAYA	ORLANDO	FL 32828 (407) 381-3980	464 N. ALAFAYA	ORLANDO
	AMERICA	TRAIL			TRAIL, SUITE 109	

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CM Accts by Name

### <u>Exhibit 7.2</u> <u>Credit Card Arrangements</u>

Merchant Services Bankcard Agreement, by and among Casual Male Retail Group, Inc.("Casual Male"), The Chase Manhattan Bank and Chase Merchant Services, L.L.C.

The Casual Male entities operate under credit card arrangements with Chase Merchant Services, L.L.C. as follows:

Visa

MasterCard

American Express

Discover

Merchant Services Bankcard Agreement, by and among Casual Male and Household Bank.

Casual Male entities operate under credit card arrangements with Household Bank with respect to a Private Label Credit Card for its Casual Male XL stores and Rochester Big & Tall stores.

### EXHIBIT 16.1

#### ASSIGNMENT AND ACCEPTANCE

Dated:\_\_\_\_\_

Effective Date:\_\_\_\_\_

Re: Fifth Amended and Restated Loan and Security Agreement dated December \_\_\_, 2006 (the "Loan Agreement") between Bank of America, N.A., as Collateral Agent and Administrative Agent for a syndicate of Revolving Credit Lenders and a syndicate of Last Out Revolving Lenders (collectively, the "Lenders") referenced therein and the Lenders, on the one hand, and Casual Male Retail Group, Inc., as Borrowers' Representative for itself and certain related entities, and each of those related entities, on the other. (Terms used herein which are defined in the Loan Agreement have the same meaning herein as in the Loan Agreement).

Agreement By and Between:

	(The "Assignor") and (The "Assignee")	
Wire Address for Assignee:		
	ABA #:	
	Account #:	
Notice Address for Assignee:		
	Attn:	
	Fax:	

1. ASSIGNMENT AND ASSUMPTION: The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, as of the Effective Date, the following portion (the "Assigned Commitment") of the Assignor's interest in the Credit Facilities:

[Revolving Credit Percentage Commitment/ Last Out Revolving Commitment Percentage] : \_\_\_\_\_%

[Revolving Credit Dollar Commitment/Last Out Revolving Credit Dollar Commitment] : \$\_\_\_\_\_

2. **EFFECTIVE DATE:** For purposes of this Assignment and Acceptance, the "**Effective Date**" is that date endorsed above by the Administrative Agent (which may be up to five (5) Business Days after the last to occur of the execution of this Assignment and Assumption by the Assignor and the Assignee; the assent of the Administrative Agent; the obtaining of any other consent required by the Loan Agreement; and the payment of any requisite processing fee.

3. REPRESENTATIONS BY ASSIGNOR: The Assignor represents that as of the Effective Date:

(a) The Assignor is the legal and beneficial owner of the interest being assigned hereby free and clear of any liens and encumbrances.

(b) The principal balance due to the Assignor on account of the [Revolving Credit Note/Last Out Revolving Note] held by the Assignor is \$\_\_\_\_\_.

#### 4. EXCLUSION OF WARRANTIES BY ASSIGNOR: The Assignor:

(a) Makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Loan Document or any other instrument or document furnished pursuant thereto or hereto.

(b) Makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or any other Person primarily or secondarily liable in respect of any of the Liabilities, or the performance or observance by the Borrower Representative or any Borrower or any other Person primarily or secondarily liable in respect of any of the Liabilities of any of their obligations under any Loan Documents or any other instrument or document furnished pursuant hereto or thereto.

(c) Attaches the [Revolving Credit Note/Last Out Revolving Note] of which the Assignor is the holder and requests that the Administrative Agent cause the Borrowers' exchange of such Note for new [Revolving Credit Notes/ Last Out Revolving Notes] payable to the Assignor and the Assignee reflecting the assignment referenced above.

#### 5. ASSIGNEE' S REPRESENTATIONS WARRANTIES AND AGREEMENTS: The Assignee:

(a) Confirms that it has received a copy of the Loan Agreement (and any amendment thereto), the most recent financial statements then to have been delivered pursuant to the Loan Agreement, and such other documents and information as the Assignee has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance.

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(b) Confirms and represents that, independently and without reliance upon the Assignor, the Administrative Agent, or any other [Revolving Credit Lender/Last Out Revolving Lender] and based on such documents and information as the Assignee deems appropriate, has made such Person's own credit decision to join in the credit facility contemplated by the Loan Documents and to become a ["Revolving Credit Lender"/"Last Out Revolving Lender"].

(c) Confirms and represents that the Assignee will continue to make such Person's own credit decisions in taking or not taking action under the Loan Agreement and other Loan Documents independently and without reliance upon the Assignor, the Administrative Agent or any other [Revolving Credit Lender/Last Out Revolving Lender] and based on such documents and information as the Assignee shall deem appropriate at the time.

(d) Appoints and authorizes the Administrative Agent to take such action on behalf of the Assignee and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms hereof or thereof, together with such powers as are reasonably incidental thereto.

(e) Agrees that the Assignee will perform, in accordance with their terms, all of the obligations which, by the terms of the Loan Agreement and all other Loan Documents are required to be performed by it as a ["Revolving Credit Lender"/"Last Out Revolving Lender"] as if the Assignee had been a signatory thereto and to any amendments thereof.

(f) Represents and warrants that it is legally authorized to enter into this Assignment and Acceptance and to perform its obligations hereunder, under the Loan Agreement and under the Loan Documents.

6. EFFECT OF ASSIGNMENT AND ASSUMPTION: Following delivery, acceptance and recording by the Agent of this Assignment and Acceptance, from and after the Effective Date:

(a) The Assignee shall be a party to the Loan Agreement and the other Loan Documents (and any amendments thereto) and to the extent of the Assigned Commitment, have the rights and obligations of a [Revolving Credit Lender/Last Out Revolving Lender] thereunder.

(b) The Assignor shall be released from the Assignee's obligations under the Loan Agreement and the other Loan Documents to the extent of the Assigned Commitment.

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(c) The Agent shall make all payments in respect of the interest in the [Revolving Credit Loans/Last Out Revolving Loans] assigned hereby (including payments of principal, interest, and applicable fees) to the Assignee.

(d) The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date by the Administrative Agent or with respect to the making of this assignment directly between themselves.

7. MASSACHUSETTS LAW: This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts (without giving effect to the conflicts of laws principles thereof).

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has caused this Assignment and Acceptance to be executed on its behalf by its officer thereunto duly authorized, as of the date first above written.

#### ASSIGNOR

By: \_\_\_\_\_\_

#### ASSIGNEE

CONSENT

The Administrative Agent hereby approves the foregoing assignment.

BANK OF AMERICA, N.A. Administrative Agent

By

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#### Banc of America Leasing & Capital, LLC

#### **Equipment Security Note Number 17608-70001**

This Equipment Security Note No. 17608-70001, dated as of July 20, 2007 (this "Equipment Note"), is entered into pursuant to and incorporates by this reference all of the terms and provisions of that certain Master Loan and Security Agreement No. 17608-70000 dated as of July 20, 2007 (the "Master Agreement"), by and between **Banc of America Leasing & Capital, LLC** ("Lender") and Casual Male Retail Group, Inc. ("Borrower"). All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the Equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of an "**Event of Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional, and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

**1. Equipment Financed; Equipment Location; Grant of Security Interest.** Subject to the terms and provisions of the Master Agreement and as provided herein, Lender is providing financing in the principal amount described in Section 2 below to Borrower in connection with the acquisition or financing of the following described Equipment:

	Description		Serial Number		Cost
		See E	Exhibit A attached hereto		
Location	of Fauinmont The Faui	nmont will be least	1		
Location	i of Equipment. The Equi	pment will be locate	ed or (in the case of over-the-re-	bad vehicles) based at th	e following locations:
Location	i of Equipment. The Equi	pinent will be locate	a or (in the case of over-the-r	bad venicies) based at th	e following locations:
cation	i of Equipment. The Equi	pment will be locate	a or (in the case of over-the-r	bad venicies) based at th	e following locations:
	Address	City	county	State	zip

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

**2. Payments.** For value received, Borrower promises to pay to the order of Lender, the principal amount of \$17,375,631.94, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in 48 consecutive monthly, installments of principal and interest (the "**Payments**") commencing on August 20, 2007 (the "**Initial Payment**") and continuing thereafter through and including July 20, 2011 (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment

period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

#### (a) Interest Rate.

Interest shall accrue on the entire principal amount of this Equipment Note outstanding for any calendar month or portion thereof, at a per annum rate of interest equal to (i) one and <sup>75/100</sup> percent (1.75%) plus the rate of interest equal to the "average of interbank offered rates for dollar deposits in the London Market based on quotations of sixteen (16) major banks" for a term of 30 days as published in the Wall Street Journal under a heading entitled "Money Rates, London Interbank Offered Rates (LIBOR)" or any future or substitute heading, on the fifteenth day of the month preceding the Payment Date for the applicable Payment, or (ii) if less, the highest rate of interest permitted by applicable law (the "Interest Rate").

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#### (b) Payment Amount.

The amount of each Payment shall consist of \$361,992.33 of principal, plus all interest accrued at the Interest Rate.

**3. Prepayment** The outstanding principal balance of this Equipment Note may be prepaid in whole or part at any time, together with interest and late charges accrued through the date of the prepayment, provided that such prepayment shall be accompanied by a prepayment charge calculated as follows: one percent (1%) of the amount of the prepaid if such prepayment occurs during the period from the date of this Equipment Note to the first anniversary hereof; one-half percent (0.5%) of the amount prepaid if such prepayment occurs during the period commencing on the first day after the first anniversary hereof and continuing through the second anniversary hereof; and no prepayment charge if such prepayment occurs thereafter. Partial prepayments shall be applied against principal installments in their inverse order of maturity. A prepayment charge will not be due if this Equipment Note is refinanced with the Lender.

**4. Borrower Acknowledgements.** Upon delivery and acceptance of the Equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such Equipment and the Payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default or Event of Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower since May 5, 2007;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with Vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

### BANC OF AMERICA LEASING & CAPITAL, LLC

#### Borrower: CASUAL MALE RETAIL GROUP, INC.

By:	/S/ DAVID R. COURNOYER	By:	/s/ Dennis R. Hernreich
Printed Name:	David R. Cournoyer	Printed Name:	Dennis R. Hernreich
Title:	Senior Vice President	Title:	Executive Vice President, Chief Financial Officer,
			Chief Operating Officer and Treasurer

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Exhibit A to Equipment Security Note No. 17608-70001				
Location:	555 Turnpike Street, Canton, MA 02021			
	(Corporate Headquarters)			
	DESCRIPTION			
	MARKETING-MAC Desktop PC's			
	MARKETING-MAC Desktop PC' s			
	INNOVATIVE-AS400 Redundant Power Supplies			
	ATRION-CISCO Router			
	ATLANTIC TECH-ECOMETRY HP 3000 Computer System			
	SERVER CONSOLIDATION - HP Servers			
	NETWORKED INFO-CISCO Core Switch			
	EAST COAST TELECOM-Voice Mail System			
	PC MALL-PRODUCT SOURCING SYS - HP Servers			
	PC MALL/INTERN' L COMP- HP Servers			
	PC EQUIPMENT - HW			
	PC EQUIPMENT - HW			
Location:	555 Turnpike Street, Canton, MA 02021			
	(Warehouse)			
	CONVEYCO PROJECT - Automated Sortation System			
	SPARE PARTS & TOTES FOR SORTERS			
	CONVEYCO TECH - CONVEYOR			
	FORKLIFTS			
	TED THORSEN-LADDER TRUCKS			
	CONVEYCO - Double-deck shelving picking mezzanine			
	CONVEYCO-CAT EXPANSION PROJ			
	CHISWICK-WORKBENCH CATALOG EXPANS			
	CONVEYCO-MEZZANINE LINES			
	CONVEYCO-PALLET GATES			
Location:	In all of a portion of the Store Locations as set forth on			
	Exhibit B attached hereto			
	MEGAPATH DSL INSTALLS			
	POS/CRM HW - POS Registers			
	NSB-Register Signature Capture Devices			
	STORE PRINTER REPLACEMENTS			
	PLAY-MUSIC SYSTEM			
	XL SIGNAGE			
	INTERIOR REBRANDING			

Casual Male Retail Group, Inc.

### /S/ DENNIS R. HERNREICH

By: DENNIS R. HERNREICH Title: EVP,COO,CFO

Exhibit 10.3b

### **EXHIBIT B EQUIPMENT SECURITY NOTE NO. 17608-70001**

STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
<u>ROCHES</u>	STER BIG & TALL					
5000	SAN FRANCISCO, CA		700 MISSION STREET		SAN FRANCISCO, CA	94103
5001	SAN JOSE, CA		319 S. WINCHESTER BLVD		SAN JOSE, CA	
5003	FRESNO, CA	GALLERY PLAZA SHOPPING CENTER	350 E. SHAW AVENUE		FRESNO, CA	93710
5005	SAN MATEO, CA		3580-3590 EL CAMINO REAL		SAN MATEO, CA	
5008	BEVERLY HILLS, CA		9737 WILLSHIRE BLVD., SUITE 100-E		BEVERLY HILLS, CA	
5011	CHICAGO, IL		840 N. MICHIGAN AVENUE		CHICAGO, IL	
5012	BOSTON, MA		339 BOYLSTON STREET		BOSTON, MA	02116
5013	NEW YORK, NY		1301 AVENUE OF THE AMERICAS		NEW YORK, NY	
5014	DALLAS, TX		11661 PRESTON FOREST VILLAGE RD. STE 101		DALLAS, TX	
5015	ATLANTA, GA		3157 PEACHTREE ROAD		ATLANTA, GA	
5016	WASHINGTON, DC		1101 CONNECTICUT AVENUE NW		WASHINGTON, DC	
5017	DETROIT, MI	LATHRUP VILLAGE SHOPPING CTR.	26300 SOUTHFIELD ROAD		DETROIT, MI	
5018	LONDON, UK		90 BROMPTON ROAD		LONDON, UK	SW3 1ER
5020	HOUSTON, TX	UPTOWN COLLECTION	5393-A WESTHEIMER		HOUSTON, TX	77056
5022	COSTA MESA, CA		901-H SOUTH COAST DRIVE		COSTA MESA, CA	
5023	DENVER, CO		2770 E. 2ND AVENUE		DENVER, CO	80206
5025	MIAMI, FL	LOEHMANN' S FASHION ISLAND	BISCAYNE (US1) & NE 187TH STREET		MIAMI, FL	
5026	LAS VEGAS, NV		3910 S. MARYLAND PARKWAY		LAS VEGAS, NV	89119
5027	PHOENIX, AZ		3240 EAST CAMELBACK ROAD		PHOENIX, AZ	85018
5028	SEATTLE, WA		1801 5TH AVENUE		SEATTLE, WA	
5029	MANHASSET, NY		1625 NORTHERN BOULEVARD		MANHASSET, NY	11030
5031	NATICK, MA		1400 WORCESTER STREET		NATICK, MA	01760
5088	SAN FRANCISCO, CA		625 HOWARD STREET		SAN FRANCISCO, CA	
5101	WALNUT CREEK, CA		1337 NORTH MAIN STREET		WALNUT CREEK, CA	
5102	SACRAMENTO, CA		1740 ARDEN WAY	SUITE 2	SACRAMENTO, CA	

5103	BOCA RATON, FL	TOWNE PLAZA	2301 GLADES ROAD,	BOCA RATON, FL	33431
			BAY 700		
5395	SAN FRANCISCO, CA -OFFICE		625 HOWARD STREET	SAN FRANCISCO, CA -	
				OFFICE	
5401	CENTRAL VALLEY, NY	WOODBURY COMMON	202 RED APPLE COURT	CENTRAL VALLEY, NY	10917
		PREMIUM OUTLET			

#### CASUAL MALE XL

9052	OMAHA, NE	CLOCKTOWER SC	605 NORTH 98TH STREET	OMAHA, NE	68114
9053	OVERLAND PARK, KS		8721 METCALF AVENUE	OVERLAND PARK, KS	66212
9054	VERNON HILLS, IL		445 EAST TOWNLINE	VERNON HILLS, IL	60061
			ROAD		
9055	COLUMBUS, OH	KENNY CENTRE	1113 KENNY CENTRE	COLUMBUS, OH	43220
9056	MEMPHIS, TN	EASTGATE SC	847 S. WHITE STATION	MEMPHIS, TN	38117
			ROAD		
9058	RICHMOND HEIGHTS, MO		1026 SOUTH	RICHMOND HEIGHTS,	63117
			BRENTWOOD BLVD.	MO	
9059	SOUTHFIELD, MI		25000 SOUTHFIELD	SOUTHFIELD, MI	48075
			ROAD		
9060	ALLEN PARK, MI	FAIRLANE GREEN	3480 FAIRLANE DRIVE	ALLEN PARK, MI	48101
		SHOPPING CENTER			
9063	NOVI (DETROIT), MI	NOVI TOWN CENTER	43115 CRESCENT BLVD.	NOVI (DETROIT), MI	48375
9064	STERLING HEIGHTS, MI		13967 LAKESIDE CIRCLE	STERLING HEIGHTS, MI	48313
9066	TOTOWA, NJ		540 US HIGHWAY 46	TOTOWA, NJ	07512
9067	MENLO PARK, NJ		236 LAFAYETTE	MENLO PARK, NJ	08837
			AVENUE		
9068	TAMPA, FL	SHOPPES OF	14354 N. DALE MABRY	TAMPA, FL	33618
		CARROLLWOOD	HIGHWAY		
9069	ORLANDO, FL	SKYVIEW PLAZA	7939 S. ORANGE	ORLANDO, FL	32809
			BLOSSOM TRAIL		
9070	ROCKVILLE, MD		11503A ROCKVILLE PIKE	ROCKVILLE, MD	20852
9071	MESA, AZ	POCA FIESTA	1110 W. SOUTHERN AVE.,	MESA, AZ	85210
			#A18		
9072	MESQUITE, TX	MESQUITE CROSSING	1725 NORTH TOWN EAST	MESQUITE, TX	75150
			BLVD., SUITE 205		
9073	PLANO, TX	COLLIN CREEK CROSSING	1025 N. CENTRAL	PLANO, TX	75075
			EXPRESSWAY		
9074	HOUSTON, TX	I-10 GESSNER PLACE	1005 GESSNER	HOUSTON, TX	77055

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STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
STORE						<u> </u>
9075	HOUSTON, TX	SHARPSTOWN PLAZA	7115 SOUTHWEST FREEWAY		HOUSTON, TX	77074
9076	ARLINGTON, TX	ARLINGTON TOWNE CENTER	4100 S. COOPER STREET		ARLINGTON, TX	76015
9080	ESCONDIDO, CA	PLAZA LAS PALMAS	1004 WEST VALLEY PARKWAY #23		ESCONDIDO, CA	92025
9081	GLENDALE, CA		340 N. GLENDALE AVENUE, #340		GLENDALE, CA	91206
9082	NORTHRIDGE, CA	NORDHOFF PLAZA	19422 NORDHOFF STREET		NORTHRIDGE, CA	91324
9083	SAN ANTONIO, TX	HUEBNER OAKS SC	11075 IH-10 WEST SUITE 302		SAN ANTONIO, TX	78230
9084	COLUMBIA, MD	THE MALL IN COLUMBIA	10300 LITTLE PATUXENT PKWY, SPACE #1870		COLUMBIA, MD	21044
9102	EAST HAVEN, CT		96 FRONTAGE ROAD		EAST HAVEN, CT	06512-
9103	FAIRFIELD, CT	FAIRFIELD WOODS PLAZA	2367 BLACK ROCK		FAIRFIELD, CT	06825-
			TURNPIKE			
9105	WARWICK, RI		800 BALD HILL ROAD		WARWICK, RI	02893
9106	ALEXANDRIA, VA	PLAZA AT LANDMARK	6222 LITTLE RIVER TURNPIKE		ALEXANDRIA, VA	22312-
9108	LATHRUP VILLAGE, MI	LATHRUP VILLAGE SHOPPING CTR.	26740 SOUTHFIELD ROAD		LATHRUP VILLAGE, MI	48076-
9112	NORTH DARTMOUTH, MA	K MART SHOPPING CENTER	FAUNCE CORNER ROAD		NORTH DARTMOUTH, MA	02747-
9114	OKLAHOMA CITY, OK	WALNUT SQUARE SHOPPING CENTER	2209 S.W. 74TH ST., SUITE 318		OKLAHOMA CITY, OK	73159-
9117	TYNGSBORO, MA	TJ MAXX PLAZA	440 MIDDLESEX ROAD		TYNGSBORO, MA	01879-1021
9119	HOMETOWN, IL	FOUR CITIES PLAZA	8735 SOUTH CICERO AVE		HOMETOWN, IL	60456-1018
9120	OAKBROOK TERRACE, IL	JRC PLAZA WEST	17 W. 480 22ND ST.		OAKBROOK TERRACE, IL	60181
9121	PHILADELPHIA, PA		2715 S. FRONT STREET #6		PHILADELPHIA, PA	19148-
9123	HAMPTON, VA	RIVERDALE CENTER SHOPPING CEN.	1044 W. MERCURY BLVD.		HAMPTON, VA	23666-
9124	WETHERSFIELD, CT		1138 SILAS DEANE HIGHWAY		WETHERSFIELD, CT	16109-
9127	GREENWOOD, IN	GREENWOOD SHOPPES SHOPPING CTR	884 NORTH U.S. 31		GREENWOOD, IN	46142-
9131	TONAWANDA, NY	MARVIN GARDENS PLAZA	1228-1230 NIAGARA FALLS BLVD.		TONAWANDA, NY	14150-
9133	CHARLOTTE, NC		5030 EAST INDEPENDENCE BLVD		CHARLOTTE, NC	28212
9137	COLUMBIA, SC	THE OUTLET POINT	125 OUTLET POINT BLVD		COLUMBIA, SC	29210-
9139	CHARLESTON, SC	NORTH RIVERS MARKET SUITE 1440	7800 RIVERS AVENUE	SUITE 1440	CHARLESTON, SC	29406-4016
9142	HANOVER, MA	HANOVER SHOPPING CENTER	1410 WASHINGTON STREET		HANOVER, MA	02339-
9144	WEST SPRINGFIELD, MA	CENTURY PLAZA	223-227 MEMORIAL AVENUE		WEST SPRINGFIELD, MA	01089-
9149	ALBANY, NY	WOLF ROAD SHOPPERS PARK	110 WOLF ROAD		ALBANY, NY	12205-
9155	OKLAHOMA CITY, OK	PENN SQUARE	3617 NORTHWEST EXPRESSWAY		OKLAHOMA CITY, OK	73132-

9157	NASHVILLE, TN	RIVERGATE SQUARE	1596 GALLATIN PIKE NORTH	NASHVILLE, TN	37115-
9160	DEDHAM, MA*		735 PROVIDENCE HIGHWAY	DEDHAM, MA*	02026-
9161	SAUGUS, MA		87 BROADWAY	SAUGUS, MA	01906-
9165	IRVING, TX	GRANDE SHOPPING CENTER	2608 NORTH BELTLINE ROAD	IRVING, TX	75062-
9168	GROTON, CT	GROTON FASHION PLAZA	984 POQUONNOCK RD., ROUTE 12	GROTON, CT	06340-
9171	MERRILLVILLE, IN	THE CROSSINGS AT HOBART, IN	2217A EAST 80TH AVENUE	MERRILLVILLE, IN	46410-
9172	ORLANDO, FL	SHOPPES OF INTERNATIONALE PL	5728 INTERNATIONAL DR.	ORLANDO, FL	32819
9174	HENRIETTA, NY	SOUTHTOWN PLAZA	3333 WEST HENRIETTA ROAD	HENRIETTA, NY	14623
9175	MILFORD, CT		1501 BOSTON POST ROAD	MILFORD, CT	06460
9176	GREENSBORO, NC	ED KELLY PLAZA	3806-A HIGH POINT RD., SPACE G	GREENSBORO, NC	27407-
9177	INDIANAPOLIS, IN	LAFAYETTE SHOPPES	4664 WEST 38TH STREET	INDIANAPOLIS, IN	46254-
9178	NORFOLK, VA	VIRGINIA BEACH BLVD SHOPPES	6109 E. VIRGINIA BEACH BLVD., SUITE C	NORFOLK, VA	23502-
9180	PARAMUS, NJ*		443 ROUTE 17 SOUTH	PARAMUS, NJ*	07652-
9181	BALTIMORE, MD	MONTGOMERY WARD PLAZA	6217 BALTIMORE NATIONAL PIKE	BALTIMORE, MD	21228-
9182	NORRIDGE, IL	GAP SHOPPING CENTER	4151 NO. HARLEM AVE.	NORRIDGE, IL	60656-
9183	NILES, IL		9517 NO. MILWAUKEE AVE.	NILES, IL	60714
9184	REDFORD TOWNSHIP, MI		9189 TELEGRAPH ROAD	REDFORD TOWNSHIP, MI	48239-
9185	MEDFORD, MA	FELLSWAY SHOPPING PLAZA	686 FELLS WAY	MEDFORD, MA	02155-
9186	UNION, NJ		2456 U.S. HIGHWAY 22	UNION, NJ	07083-
9187	ROSEVILLE, MN	ROSEWOOD SC	2195B SNELLING AVENUE SOUTH	ROSEVILLE, MN	55113
9190	GREENFIELD, WI	KOPP SHOPPING CENTER	4751 SOUTH 76TH STREET	GREENFIELD, WI	53220-
9191	SALEM, NH		346 SO. BROADWAY	SALEM, NH	03079-
9193	CENTEREACH, NY		2049 MIDDLE COUNTRY RD.	CENTEREACH, NY	11720-
9194	BROOKFIELD, WI	BROWNSTONES SHOPPING CENTER	17430-17680 W. BLUEMOUND ROAD, #11	BROOKFIELD, WI	53005
9195	ST. ANN, MO		3535 N. LINDBERGH AVE.	ST. ANN, MO	63074-

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CTODE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
STORE						
9196	MAPLEWOOD, MN	TOWN CENTER OF MAPLEWOOD	1845 COUNTY ROAD D		MAPLEWOOD, MN	55109-
9197	BURLINGTON, MA	BURLINGTON CROSS ROADS	34 CAMBRIDGE STREET, SPACE #9		BURLINGTON, MA	01803-
9199	TOMS RIVER, NJ	BEY LEA PLAZA	HOOPER AVENUE		TOMS RIVER, NJ	08753
9200	CHICAGO, IL	ADDISON MALL	2949 WEST ADDISON STREET		CHICAGO, IL	60618-
9201	RICHFIELD, MN	RICHFIELD SHOPPES SOUTH	6601 NICOLLET AVENUE SOUTH		RICHFIELD, MN	55423-
9204	NANUET, NY	ROCKLAND SHOPPING CENTER	23 ROCKLAND CENTER		NANUET, NY	10954-
9205	MISHAWAKA, IN	INDIAN RIDGE PLAZA	5776 GRAPE ROAD		MISHAWAKA, IN	46545-
9206	WESTLAND, MI	WESTWAY PLAZA	35592 WEST WARREN ROAD		WESTLAND, MI	48185-
9207	YONKERS, NY		2369 CENTRAL PARK AVENUE		YONKERS, NY	10710-
9208	ANN ARBOR, MI		3576 WASHTENAW AVE., SUITE B		ANN ARBOR, MI	48104-
9209	PONTIAC, MI		9 NORTH TELEGRAPH ROAD		PONTIAC, MI	48328
9210	EVERGREEN PARK, IL	EVERGREEN PARK COMMONS	2637 WEST 95TH STREET		EVERGREEN PARK, IL	60642-
9211	BROOKLYN, NY		2435 FLATBUSH AVENUE		BROOKLYN, NY	11234-
9213	LANGHORNE, PA	OUTLET AT OXFORD VALLEY	EAST LINCOLN HWY, U.S. RTE. 1		LANGHORNE, PA	19047-
9214	MADISON HEIGHTS, MI	MADISON SHOPPING CENTER	100 WEST 12 MILE ROAD		MADISON HEIGHTS, MI	48071-2416
9217	COLUMBUS, OH	SANCUS RETAIL CENTER	1154 POLARIS PARKWAY		COLUMBUS, OH	43240
9220	NORTH OLMSTEAD, OH		25180 LORAIN ROAD		NORTH OLMSTEAD, OH	44070
9221	ANTIOCH, TN		5295 HICKORY HOLLOW PARKWAY		ANTIOCH, TN	37013
9223	WICHITA, KS	EASTGATE PLAZA	8303 EAST KELLOGG DRIVE		WICHITA, KS	67207
9224	SAGINAW, MI		4434 BAY ROAD		SAGINAW, MI	48603
9225	GLEN BURNIE, MD	CHESAPEAKE SQ. SHOPPING CTR.	6710 GOVERNOR RITCHIE HIGHWAY		GLEN BURNIE, MD	21061-2319
9227	SOUTHGATE, MI		18700 EUREKA ROAD		SOUTHGATE, MI	48195-
9229	LINCOLN, NE	REDWING PLAZA	101 SOUTH 48TH STREET	SUITE 4	LINCOLN, NE	68510-
9232	CANTON, OH	BELDEN WHIPPLE CENTER	5106 - 5108 WHIPPLE N.W.		CANTON, OH	44718-
9235	FLINT, MI		G4365 MILLER ROAD		FLINT, MI	48507-
9236	SPRINGFIELD TOWNSHIP, PA		220 BALTIMORE PIKE		SPRINGFIELD TOWNSHIP, PA	19064
9237	COLUMBUS, OH	EASTLAND SHOPPING CENTER	2577 SO. HAMILTON ROAD		COLUMBUS, OH	43232-
9241	GREENBELT, MD	GREENWAY CENTER	7565 GREENBELT RD.		GREENBELT, MD	20770
9247	WEST ST. PAUL, MN	·	1733 S. ROBERTS STREET		WEST ST. PAUL, MN	55118-
9250 9252	FAIRVIEW HEIGHTS, IL OMAHA, NE	LINCOLN HIGHWAY CROSSROADS PLAZA SC	319 LINCOLN HWY. 76TH & DODGE		FAIRVIEW HEIGHTS, IL OMAHA, NE	62208 68114

9254	JOLIET, IL	LARKIN AVENUE	1359 N. LARKIN ST.	JOLIET, IL	60435
9256	LAWRENCE TOWNSHIP, NJ		3256 BRUNSWICK PIKE -	LAWRENCE TOWNSHIP,	08648
			ROUTE 1	NJ	
9257	NORTH RANDALL, OH		4755 NORTHFIELD ROAD	NORTH RANDALL, OH	44128-
9258	TOLEDO, OH	MONROE STREET PLAZA	5212 MONROE STREET	TOLEDO, OH	43623
9260	ERIE, PA	MILLCREEK SQUARE	7 MILLCREEK SQUARE	ERIE, PA	16565-
9267	INDIANAPOLIS, IN	WASHINGTON SHOPPES	10027 E. WASHINGTON	INDIANAPOLIS, IN	46229-
			STREET		
9270	BLOOMINGTON, IL	LAKEWOOD PLAZA	1407 N. VETERAN' S	BLOOMINGTON, IL	61704-
			PARKWAY		
9271	MATTESON, IL	ROSE PLAZA	4744 W. LINCOLN HWY.	MATTESON, IL	60443
9273	GRAND RAPIDS, MI	EAST PARIS SHOPPES	3931 28TH STREET S.E.	GRAND RAPIDS, MI	49512
9274	SPRINGFIELD, IL		2450 WABASH SPACE 101	SPRINGFIELD, IL	62704
9278	RICHMOND, VA		11003 MIDLOTHIAN	RICHMOND, VA	23235
			TURNPIKE		
9280	PITTSBURGH, PA		4700 MCKNIGHT ROAD	PITTSBURGH, PA	15237
9286	HAMDEN, CT	PARKWAY PLAZA II	1819 DIXWELL AVENUE	HAMDEN, CT	06514
9291	WILMINGTON, NC	UNIVERSITY COMMONS	351 S. COLLEGE RD,	WILMINGTON, NC	28403-1617
		SHOP CENTER	SPACE D-19		
9292	POUGHKEEPSIE, NY	SOUTH ROAD SQUARE	804 SOUTH ROAD	POUGHKEEPSIE, NY	12601-
			SQUARE		
9293	AKRON, OH	CHAPEL HILL SQUARE	1950 BUCHOLZER BLVD.	AKRON, OH	44310
9298	DOVER, DE	ROUTE 13 AT DOVER	1037 N. DUPONT HWY.	DOVER, DE	19901
		DOWNS			
9299	BLAINE, MN	NORTHCOURT COMMONS	670 COUNTY ROAD 10 NE	BLAINE, MN	55432-
		#13			
9302	LITTLE ROCK, AR		1216 S. UNIVERSITY	LITTLE ROCK, AR	72204-
			AVENUE		
9306	WILKES BARRE, PA	TRIANGLE PLAZA	677 H. KIDDER STREET	WILKES BARRE, PA	18702
9309	DES MOINES, IA	UNIVERSITY PARK	8801 UNIVERSITY	DES MOINES, IA	50325
			AVENUE		
9311	MONROEVILLE, PA		3832 WILLIAM PENN	MONROEVILLE, PA	15146-
			HWY.		
9312	DANBURY, CT	PATHMARK SHOPPING	100 NEWTON-DANBURY	DANBURY, CT	06810
		CENTER	ROAD		

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STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
<u></u>						
9319	SIOUX FALLS, SD	GREENWAY MINI MALL	3500 W 41ST STREET		SIOUX FALLS, SD	57106-
9324	FARGO, ND	T.J. MAXX CENTER	4340 13TH AVE. SW		FARGO, ND	58103-
9326	MELROSE PARK, IL	WINSTON PLAZA SHOPPING CENTER	1254 NORTH AVENUE		MELROSE PARK, IL	60160-1012
9327	ROSEVILLE, MI		30160 GRATIOT AVENUE		ROSEVILLE, MI	48066-
9330	CARLE PLACE, NY		160 GLEN COVE ROAD UNIT #1		CARLE PLACE, NY	11514-
9331	ST. LOUIS, MO		7328 S. LINDBERGH BLVD.		ST. LOUIS, MO	63125-
9333	ST. PETERS, MO		4083 VETERANS MEMORIAL PKWY		ST. PETERS, MO	63376
9334	LANSING, IL	THE LANDINGS OF LANSING	16819 TORRENCE AVENUE		LANSING, IL	60438-
9336	SOUTH PORTLAND, ME		220 MAIN MALL ROAD		SOUTH PORTLAND, ME	04106-
9339	PATCHOGUE, NY		449-56 SUNRISE HWY. BLDG. K		PATCHOGUE, NY	11772-
9340	DISTRICT HEIGHTS, MD	PENN STATION SHOPPING CENTER	5736 SILVER HILL RD.		DISTRICT HEIGHTS, MD	20747-
9343	PITTSBURGH, PA	ROBINSON COURT	6528 STEUBENVILLE PIKE		PITTSBURGH, PA	15205
9345	RIVERTON, NJ	CINNAMINSON SHOPPING CENTER	CINNAMINSON AVE. & U.S. RT.130		RIVERTON, NJ	08077-
9347	TULSA, OK		8228 E. 61ST ST., SUITE 101		TULSA, OK	74133-
9348	YORK, PA	MAPLE VILLAGE II	970 LOUCKS RD.		YORK, PA	17404
9349	EVANSVILLE, IN	EASTLAND SHOPPES SHOPPING CTR	1530 N. GREEN RIVER ROAD - BLDG. A		EVANSVILLE, IN	47715
9351	CHATTANOOGA, TN	BRAINARD PARK	5799 BRAINARD ROAD		CHATTANOOGA, TN	37411-
9354	BATTLE CREEK, MI	MINGES BROOK MALL	5568 BECKLEY ROAD		BATTLE CREEK, MI	49015-
9356	HOUSTON, TX		6898 SOUTHWEST FREEWAY		HOUSTON, TX	77074-
9360	LANSING, MI	DELTA CENTER	5849 W. SAGINAW HWY.		LANSING, MI	48917-
9361	FORT WAYNE, IN	COLISEUM SHOPPES	501 COLISEUM BLVD. EAST		FORT WAYNE, IN	46805-
9363	BROOKLYN, NY		527 86TH STREET		BROOKLYN, NY	11209-
9365	HOUSTON, TX	THE COMMONS AT WILLOWBROOK	7592 FM 1960 WEST		HOUSTON, TX	77070
9366	HURST, TX	NORTHEAST SHOPPING CENTER	8704A AIRPORT FREEWAY		HURST, TX	76053-
9367	MASSAPEQUA, NY		5060A SUNRISE HWY.		MASSAPEQUA, NY	11762-
9368	COLUMBUS, OH	WEST BROAD CENTER	3659 W. BROAD STREET		COLUMBUS, OH	43228
9370	NORTH RIVERSIDE, IL	NORTH RIVERSIDE PLAZA	7341 25TH STREET		NORTH RIVERSIDE, IL	60546-
9371	DEPTFORD, NJ	DEPTFORD CROSSING SHOPPING CTR	CLEMENTS BRIDGE/ ALMONESSON RD		DEPTFORD, NJ	60546
9374	BRONX, NY	BAY PLAZA SHOPPING CENTER	2094 BARTOW AVE. SPACE #2		BRONX, NY	10475-
9375	SPRINGDALE, OH	CASSINELLI SQUARE	129 E. KEMPER ROAD		SPRINGDALE, OH	45246-
9376	CINCINNATI, OH	KENWOOD CENTER	7324 KENWOOD ROAD		CINCINNATI, OH	45236

9377	INDIANAPOLIS, IN	CASTLETON SHOPPES	6024 EAST 82ND STREET		INDIANAPOLIS, IN	46250-
9378	BROWN DEER, WI	Chisteleton shortes	7817 W. BROWN DEER		BROWN DEER , WI	53223-
	,		ROAD		,	
9379	SHREWSBURY, MA	WHITE CITY EAST	112 BOSTON TURNPIKE		SHREWSBURY, MA	01545
		SHOPPING CTR.				
9380	WALDORF, MD	CONVENIENCE CENTER	3376 CRAIN HIGHWAY		WALDORF, MD	20603
			(ROUTE 301)			
9381	LOUISVILLE, KY		7635 SHELBYVILLE		LOUISVILLE, KY	40222
			ROAD			
9383	PHILADELPHIA, PA	ROOSEVELT MALL	2375 COTTMAN AVE.		PHILADELPHIA, PA	19149-
9384	MIAMISBURG, OH		7924 SPRINGBORO PIKE		MIAMISBURG, OH	45342-
9387	BOARDMAN, OH		926 BOARDMAN-		BOARDMAN, OH	44512-
			POLAND RD.			
9388	STATEN ISLAND, NY	HEARTLAND SHOPPING	2295 RICHMOND AVE.		STATEN ISLAND, NY	10314-
		PLAZA				
9390	DALLAS, TX	RED BIRD TOWERS	3209 W. CAMP WISDOM		DALLAS, TX	75237-2052
			ROAD			
9391	WILMINGTON, DE		3924 KIRKWOOD HWY.		WILMINGTON, DE	19808-
9393	AMARILLO, TX	WOLFIN SQUARE	2217 I-40 WEST		AMARILLO, TX	79109-
9395	MENTOR, OH		7619 MENTOR AVENUE		MENTOR, OH	44060-
9396	KING OF PRUSSIA, PA		445 W. DEKALB PIKE -		KING OF PRUSSIA, PA	19406-
			RTE. 202			
9397	HOUSTON, TX	WOOD FOREST SHOPPING CENTER	10911 EAST FREEWAY		HOUSTON, TX	77029-
9400	SECAUCUS, NJ	THE MALL AT MILL	ROUTE 3		SECAUCUS, NJ	07094-
		CREEK				
9401	JOHNSON CITY, NY		310 REYNOLDS ROAD		JOHNSON CITY, NY	13790
			SUITE A			
9402	SELMA, TX	THE FORUM AT OLYMPIA	8251 AGORA PARKWAY,		SELMA, TX	78154
			SUITE 101			
9403	HOUSTON, TX	HUMBLEWOOD SHOPPING CENTER	19723 EASTEX FREEWAY	HIGHWAY 59	HOUSTON, TX	77338-
9404	LUBBOCK, TX		4408 50TH STREET		LUBBOCK, TX	79414-
9405	KNOXVILLE, TN		7834 KINGSTON PIKE		KNOXVILLE, TN	37919-
9406	PEORIA, IL		3526-3528 N. UNIVERSITY		PEORIA, IL	61604
			AVE.			
9407	PINEVILLE, NC	THE CENTRUM	10610-D CENTRUM		PINEVILLE, NC	28134-
			PARKWAY			

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STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
9408	FAIRFAX, VA	GREENBRIAR TOWN	13061 LEE JACKSON		FAIRFAX, VA	22030-
9409	DIDNSVILLE MN	CENTER BURNSHAVEN STRIP	MEMORIAL HWY 712 W. COUNTY ROAD		DIDNSVILLE MN	55337-
9409	BURNSVILLE, MN	CENTER	#42		BURNSVILLE, MN	55557-
9411	PHILADELPHIA, PA	CITY LINE CENTRE	4500 CITY LINE AVE.,		PHILADELPHIA, PA	19131-
9411	THILADELI IIIA, TA	CITT LINE CENTRE	BLDG. A		THILADEEI IIIA, I A	19131-
9412	FRAMINGHAM, MA	PARK PLAZA	150 WORCESTER ROAD		FRAMINGHAM, MA	01701-
9413	SAN ANTONIO, TX		7334 SAN PEDRO BLVD.		SAN ANTONIO, TX	78216
9414	ALBUQUERQUE, NM		6601 MENUAL N.E.		ALBUQUERQUE, NM	87110
9415	VALLEY STREAM, NY		320 W. SUNRISE HWY.		VALLEY STREAM, NY	11581-
9416	BROOKLYN, NY	PENN PLAZA SHOPPING	1110 PENNSYLVANIA		BROOKLYN, NY	11207
		CENTER	AVENUE			
9417	CORPUS CHRISTI, TX	SOUTH POINT RETAIL	5118-C STAPLES STREET		CORPUS CHRISTI, TX	78411-
		CENTER				
9419	LAREDO, TX	RIO NORTE SHOPPING	5504 SAN BERNADO		LAREDO, TX	78041-
		CENTER	AVE. STE. 100			
9420	BALTIMORE, MD	EASTPOINT MALL	7839 EASTPOINT MALL		BALTIMORE, MD	21224
9421	FORT WORTH, TX		4613 S. HULEN STREET		FORT WORTH, TX	76132
9422	DALLAS, TX	PRESTON VALLEY VIEW S.C.	13398 PRESTON ROAD		DALLAS, TX	75240-
9424	HARRISBURG, PA		4425 JONESTOWN ROAD		HARRISBURG, PA	17109
9426	WARREN, MI		1961 E. EIGHT MILE ROAD		WARREN, MI	48091-
9428	GRAND CHUTE	T.J. MAXX PLAZA	708 N. CASALOM DR.,		GRAND CHUTE	54915-
9120			STE. 10			51915
9429	EL PASO, TX	MISSION PLAZA	1111 HAWKINS BLVD.		EL PASO, TX	79925-
9430	GREENBURGH, NY		350 TARRYTOWN ROAD		GREENBURGH, NY	10607-
			RTE 119			
9431	MONTGOMERY, AL		3984 EASTERN BLVD.		MONTGOMERY, AL	36116
9432	ORANGE PARK, FL	ORANGE PARK (JACKSONVILLE)	62 - 74 BLANDING BLVD.		ORANGE PARK, FL	32073
9433	JACKSONVILLE, FL	REGENCY POINTE S.C.	9402 ARLINGTON EXPRESSWAY		JACKSONVILLE, FL	32225-
9434	NORTH MIAMI, FL	THE PROMENADE SHOPS AT 163RD	1755 NE 163RD STREET		NORTH MIAMI, FL	33162
9435	STONE MOUNTAIN, GA	STONE MOUNTAIN SQUARE	5370 US HWY 78, SUITE 5		STONE MOUNTAIN, GA	30087-
9440	LINDEN, NJ	LINDEN SHOPPING CENTER	1601 WEST EDGAR RD/		LINDEN, NJ	07036
9441	VICTOR, NY	COBBLESTONE COURT	170 COBBLESTONE COURT DRIVE		VICTOR, NY	14564
9442	S BURLINGTON, VT	STAPLES PLAZA	861 WILLISTON ROAD		S BURLINGTON, VT	05403
9443	DENVER, CO	BOWLES CROSSING SHOPPING CTR.	5656 BOWLES CROSSING		DENVER, CO	80123
9444	SCRANTON, PA	BAYSHORE SHOPPING	RTE. 6 SCRANTON-		SCRANTON, PA	18505
~		CENTER	CARBONDALE HWY			
9445	BAYSHORE L.I., NY	BAYSHORE SHOPPING CENTER	1757 SUNRISE HWY.		BAYSHORE L.I., NY	11706-

9447	CHERRY HILL, NJ		216 HADDONFIELD ROAD		CHERRY HILL, NJ	08002
9449	MANASSAS, VA	MANASSAS MALL	8372-8374 SUDLEY ROAD		MANASSAS, VA	22109
9451	SCHAUMBURG, IL	WOODFIELD VILLAGE GREEN S.C.	1400 GOLF ROAD		SCHAUMBURG, IL	60173-
9453	EATONTOWN, NJ		49 ROUTE 36 WEST		EATONTOWN, NJ	07724
9454	WHITEHALL, PA		2367 MACARTHUR ROAD		WHITEHALL, PA	18052-
9455	PORT HURON, MI	HORIZON OUTLET	1661 RANGE ROAD,		PORT HURON, MI	48074-
		CENTER	SPACE B80			
9456	CHEEKTOWAGA, NY		2130 WALDEN AVENUE		CHEEKTOWAGA, NY	14225
9457	DULUTH, MN	STONE RIDGE SHOPPING	913 W. CENTRAL		DULUTH, MN	55811-
		CENTER	ENTRANCE			
9458	LEDGEWOOD, NJ		288 RTE. 10 W		LEDGEWOOD, NJ	07876
9460	RICHMOND, VA		7111 W. BROAD STREET		RICHMOND, VA	23294
9461	E. BRUNSWICK, NJ		326 RTE. 18		E. BRUNSWICK, NJ	08816
9464	IRONDEQUOIT, NY	TOPS PLAZA	RIDGE ROAD EAST		IRONDEQUOIT, NY	14621
9465	MANSFIELD, OH		695 NO. LEXINGTON-		MANSFIELD, OH	44906-
			SPRINGMILL			
9466	LAFAYETTE, IN		2128 SAGAMORE PKWY.		LAFAYETTE, IN	47905
			SOUTH			
9468	GREEN BAY, WI	UNITED CENTER	2300 SOUTH ONEIDA		GREEN BAY, WI	54304
9469	MIDLAND, TX		4410 N. MIDKIFF ROAD	SUITE b-1	MIDLAND, TX	79705-
9470	LOUISVILLE, KY	BROWNFIELD SQ.	4815 OUTER LOOP		LOUISVILLE, KY	40219
		SHOPPING CENTER	BROWNSVILLE SQUARE			
9471	LAFAYETTE, LA	AMBASSADOR ROW	3501 AMBASSADOR		LAFAYETTE, LA	70503
		SHOPPING CENTER	CAFFERY			
9472	VIRGINIA BEACH, VA	NORTH MALL SHOPS	2704 LYNNHAVEN		VIRGINIA BEACH, VA	23452-
			PARKWAY, S. 105			
9473	COLORADO SPRINGS, CO	CITADEL CROSSING	507 NORTH ACADEMY		COLORADO SPRINGS, CO	80909
			BOULEVARD			
9477	HIALEAH, FL	PALM SPRINGS MILE S.C.	1001 W.49th St., SUITE 1		HIALEAH, FL	33012-
9478	BATON ROUGE, LA		9490 AIRLINE HIGHWAY		BATON ROUGE, LA	70815-
9482	BRANDON, FL	BRANDON TOWN CENTER	S.R. 60 & I-75 #100B		BRANDON, FL	33511-
9484	CHAMPAIGN, IL	WAL-MART PLAZA	1006 W. ANTHONY DR.		CHAMPAIGN, IL	61820-
			SUITE A&B			
9486	AUSTIN, TX	ABORETUM SHOPPING	9705 RESEARCH BLVD		AUSTIN, TX	78759
		CENTER	HWY. 183			

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STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
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9487	SAN ANTONIO, TX	KINKO' S RETAIL CENTER	5755 N.W. LOOP 410 SUITE 103		SAN ANTONIO, TX	78238-
9488	LAKELAND, FL	VILLAGE PLAZA	4304 U.S. HIGHWAY 98 NORTH		LAKELAND, FL	33809-
9489	NAPERVILLE, IL	NAPERWEST PLAZA	618 SOUTH ROUTE 59, SUITE 112		NAPERVILLE, IL	60540-
9490	ALPHARETTA, GA	MANSELL CROSSING SHOPPING CEN.	7681 N. POINT PKWY., Suite 500		ALPHARETTA, GA	30202-
9491	MIAMI, FL		9875 SO. DIXIE HIGHWAY		MIAMI, FL	33156-
9494	ALTAMONTE SPRINGS, FL	RENAISSANCE CENTRE	355 E. ALTAMONTE DR. #1000		ALTAMONTE SPRINGS, FL	32701-
9496	MONROE, MI	HORIZON OUTLET CENTER	1470 LAPLAISANCE RD.		MONROE, MI	48161
9497	BARBOURSVILLE, WV	HUNTINGTON MALL	MALL ROAD		BARBOURSVILLE, WV	25504-1834
9499	FLORENCE, SC		2590 DAVID MCLEOD BLVD.		FLORENCE, SC	29501-
9500	LEWISVILLE, TX	VISTA RIDGE VILLAGE	565 E. HIGHWAY 3040,SUITE# 201		LEWISVILLE, TX	75067-
9501	SPRINGFIELD, MO		1414 E. BATTLEFIELD		SPRINGFIELD, MO	65804-
9503	BLOOMFIELD, NJ	RICKELS SHOPPING CENTER	135 BLOOMFIELD AVE.		BLOOMFIELD, NJ	07003-
9504	LEXINGTON, KY	CROSSROADS PLAZA	3270 NICHOLASVILLE RD.		LEXINGTON, KY	40503
9505	RALEIGH, NC		6010 GLENWOOD AVENUE		RALEIGH, NC	27612
9506	ALTOONA, PA	PARK HILLS PLAZA	RT. 200 & PLANK RD		ALTOONA, PA	16602-
9507	CAMILLUS, NY		3514 W. GENESEE ST.		CAMILLUS, NY	13219-
9508	MUNCIE, IN	LYNDENBROOK PLAZA	3301 NORTH EVERBROOK LANE		MUNCIE, IN	47304-
9509	ANNAPOLIS, MD		2091 WEST STREET, PAROLE		ANNAPOLIS, MD	21401-
9510	DULUTH, GA	GWINNETT PLACE MALL	1950 PLEASANT HILL RD. STE. B		DULUTH, GA	30136-
9510	DULUTH, GA		1950 PLEASANT HILL RD. STE. B		DULUTH, GA	30136-
9512	BLOOMINGDALE, IL	STRATFORD PLAZA	158 SOUTH GARY STREET		BLOOMINGDALE, IL	60108-
9513	TOWSON, MD	YORK RIDGE CENTER N.	815 GOUCHER BLVD.		TOWSON, MD	21286
9516	FT. MYERS, FL		4455 CLEVELAND AVE.		FT. MYERS, FL	33901-
9517	MEMPHIS, TN		6326 WINCHESTER ROAD SUITE 1		MEMPHIS, TN	38115-
9518	ELMHURST, NY		89-55 QUEENS BLVD		ELMHURST, NY	11373-
9520	NILES, OH	GREAT EAST PLAZA	5555 YOUNGSTOWN/ WARREN ROAD		NILES, OH	44446-
9521	AUGUSTA, GA	RICHMOND PLAZA	3435 WRIGHTSBORO ROAD #1206		AUGUSTA, GA	30909-
9522	SAVANNAH, GA	OGELTHORPE PLAZA	7929 ABERCORN ST., SUITE 640-650		SAVANNAH, GA	31406-3443
9523	WEST PALM BEACH, FL*		1990 N. MILITARY TRAIL		WEST PALM BEACH, FL*	33409-
9524	OCALA, FL		3558 SOUTH WEST COLLEGE ROAD		OCALA, FL	34474-
9525	TROTWOOD, OH	SALEM CENTER OUTLOT	5286 SALEM AVE., CTR. 103		TROTWOOD, OH	45426-

9526	BIRMINGHAM, AL		1707 MONTGOMERY HIGHWAY		BIRMINGHAM, AL	35244-
9527	MADISON, WI	STERLING CENTER	698 SOUTH WHITNEY WAY		MADISON, WI	53711-
9528	EAST NORTHPORT, NY		4199 EAST JERICHO		EAST NORTHPORT, NY	11731-
			TURNPIKE			
9529	BRANSON, MO	FACTORY STORES OF	4370 GRETNA ROAD, SUITE		BRANSON, MO	65616-
0.500	CREENWILE CO	AMERICA	#2170		CDDDDWW LD CC	20.00
9530	GREENVILLE, SC		2410 LAURENS ROAD		GREENVILLE, SC	29607-
9531	COLUMBIA, SC	MARSHBROOK PLAZA	7357 TWO NOTCH ROAD		COLUMBIA, SC	29223-
9533	SARASOTA, FL		4130 SOUTH TAMIAMI		SARASOTA, FL	34231-
			TRAIL			
9534	SOMERVILLE, NJ		936 ROUTE 22 EAST		SOMERVILLE, NJ	08876-
9540	NEW YORK, NY		291 THIRD AVENUE		NEW YORK, NY	
9541	PEMBROKE PINES, FL	BOULEVARD SQUARE SHOPPING CTR	11090 PINES BOULEVARD		PEMBROKE PINES, FL	33026-
9545	TYLER, TX		4217 SOUTH BROADWAY		TYLER, TX	75701-
			AVE			
9546	WARRENTON, MO	WARRENTON OUTLET	1000 WARRENTON OUTLET		WARRENTON, MO	63383-
		CENTER	CTR #39			
9551	LAUDERDALE LAKES, FL	REEF PLAZA	3196 NORTH STATE ROAD		LAUDERDALE LAKES, FL	33319-
9554	FREDERICK, MD	CELLULARONE CENTER	1170 WEST PATRICK ST., S.		FREDERICK, MD	21702-
			G&H			
9556	BOYNTON BEACH, FL	OAKWOOD SHOPPING	324 NORTH CONGRESS		BOYNTON BEACH, FL	33426-
		CENTER	AVENUE			
9557	WEST MIFFLIN, PA		2033 LEBANON CHURCH		WEST MIFFLIN, PA	15122-
			RD SUITE C			
9564	OMAHA, NE	MONTCLAIR CENTER	13003 WEST CENTER		OMAHA, NE	68144-
			ROAD, S. #28			
9567	DAYTONA BEACH, FL		2110 WEST INTL.		DAYTONA BEACH, FL	32114-
			SPEEDWAY			
9568	ASHEVILLE, NC		64 TUNNEL ROAD		ASHEVILLE, NC	28805-
9569	FT. SMITH, AR		4803 ROGERS AVENUE		FT. SMITH, AR	72903-
9573	MANCHESTER, CT	PLAZA AT BUCKLAND	1470 PLEASANT VALLEY		MANCHESTER, CT	06040
		HILLS	RD.			
9574	HODGKINS, IL	THE QUARRY SHOPPING	9404 JOLIET ROAD		HODGKINS, IL	60525
		CENTER				
9577	GREENVILLE, NC	UNIVERSITY COMMONS	3040 SOUTH EVANS	SUITE 103	GREENVILLE, NC	27834
		SHOP CENTER	STREET, #103			

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CTODE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
STORE						
9581	HUNTSVILLE, AL		4710-B UNIVERSITY DRIVE		HUNTSVILLE, AL	35816
9583	WEST BERLIN, NJ		199 NORTH ROUTE 73, STE. A	SUITE A	WEST BERLIN, NJ	08091
9584	SMYRNA, GA		2778 COBB PARKWAY		SMYRNA, GA	30339
9587	GLENDALE, CO		320 SOUTH COLORADO BOULEVARD		GLENDALE, CO	80246
9589	ROANOKE, VA		1919 VALLEY VIEW BLVD., NW		ROANOKE, VA	24012
9591	WILLOW GROVE, PA		311 WEST MORELAND RD		WILLOW GROVE, PA	19090
9592	BOWLING GREEN, KY		2522 SCOTTSVILLE ROAD	SUITE B	BOWLING GREEN, KY	42104
9595	JACKSON, MS	COUNTY LINE PLAZA	1039 EAST COUNTY LINE ROAD	SUITE A	JACKSON, MS	39211
9596	WOODBURY, MN		8362 TAMARACK VILLAGE	SUITES 117 & 118	WOODBURY, MN	55125
9601	CHARLOTTESVILLE, VA		1711A&B SEMINOLE TRAIL		CHARLOTTESVILLE, VA	22901
9602	BRONX, NY	MODELLS PLAZA	945 WHITE PLAIN ROAD		BRONX, NY	10473
9604	ORLAND PARK, IL	SECOND CENTURY PLAZA	9396 WEST 159TH STREET		ORLAND PARK, IL	60462
9606	OLATHE, KS		20700 WEST 151ST STREET		OLATHE, KS	66061
9610	ROCKFORD, IL		6376 EAST STATE STREET		ROCKFORD, IL	61108
9612	HOUSTON, TX	WESTGATE SHOPPING CENTER	19504 KATY FREEWAY		HOUSTON, TX	77094
9613	WESTMINSTER, CO		8725 SHERIDAN BLVD. (UNIT B)		WESTMINSTER, CO	80030
9617	MORROW, GA	SOUTH POINT SHOPPING CENTER	6715 JONESBORO ROAD, STE. H		MORROW, GA	30260
9618	MAY' S LANDING, NJ	WRANGLE CONSUMER SQUARE	430 CONSUMER SQUARE		MAY' S LANDING, NJ	08330
9620	GAINESVILLE, FL	BUTLER PLAZA EAST	3600 SW ARCHER ROAD , #A1		GAINESVILLE, FL	32608
9621	AUSTIN, TX	SUNSET VALLEY VILLAGE	5601 BRODIE LANE		AUSTIN, TX	78745
9622	PENSACOLA, FL		7000 N. DAVIS HIGHWAY	UNIT A	PENSACOLA, FL	32504
9623	TOPEKA, KS	WANAMAKER 21 SHOPPING CENTER	1930 SOUTH WEST WANAMAKER RD.	SUITE E	TOPEKA, KS	66614
9624	FREDERICKSBURG, VA		3200 PLANK ROAD		FREDERICKSBURG, VA	22407
9625	WEBSTER, TX	BAYBROOK GATEWAY S.C.	1041 WEST BAY AREA BLVD.		WEBSTER, TX	77598
9627	JOHNSON CREEK, WI	JOHNSON CREEK OUTLET CENTER	622 WEST LINMAR LANE SUITE D25		JOHNSON CREEK, WI	53038
9674	BURBANK, OH	PRIME OUTLETS AT LODI	9911 AVON LAKE ROAD, STE 315		BURBANK, OH	44214
9676	GONZALES, LA	TANGER OUTLET	2400 TANGER BOULEVARD, STE 152		GONZALES, LA	70737
9677	BOSSIER CITY, LA	LOUISIANA BOARDWALK	640 BOARDWALK BLVD		BOSSIER CITY, LA	71111

9680	TULARE, CA	HORIZON OUTLET	1483 RETHERFORD	D040	TULARE, CA	93274
		CENTER - TULARE	STREET			
9683	JACKSON, NJ	JACKSON OUTLET	537 MONMOUTH RD,		JACKSON, NJ	
		CENTER	SPACE 322			
9685	COMMERCE, CA	CITADEL OUTLETS	100 CITADEL DRIVE,		COMMERCE, CA	90040
			SUITE 660			
9686	MICHIGAN CITY, IN	LIGHTHOUSE PLACE	1740 LIGHTHOUSE	UNIT Q040	MICHIGAN CITY, IN	46360
		PREMIUM OUTLE	PLACE			
9687	GILROY, CA	GILROY PREMIUM	8155 ARROYO CIRCLE,		GILROY, CA	95020
		OUTLETS	SPACE #A018			
9689	ALLEN, TX	ALLEN PREMIUM	820 WEST STACY ROAD,		ALLEN, TX	75013
		OUTLETS	SUITE 330			
9690	LAUGHLIN, NV	HORIZON OUTLET	1955 SOUTH CASINO		LAUGHLIN, NV	89029
		CENTER	DRIVE, SUITE 207			
9701	WOODLAND HILLS, CA		6433 CANOGA AVE		WOODLAND HILLS, CA	91367-
9702	PHOENIX, AZ		2860 W. PEORIA AVENUE		PHOENIX, AZ	85029-
9703	LAWNDALE, CA		16129 S. HAWTHORNE		LAWNDALE, CA	90260-
0.504			BLVD #F			0.401.5
9704	DALY CITY, CA	ALTO SERRAMONTE	350 GILBERT		DALY CITY, CA	94015
0705	CAN LOGE CA	SHOPPING CENTR	BOULEVARD		GAN JOSE CA	05117
9705	SAN JOSE, CA	STEVEN' S CREEK BLVD.	3136 STEVEN' S CREEK BLVD.		SAN JOSE, CA	95117
9706	UPLAND, CA	MOUNTAIN SQ. SHOPPING	BLVD. 358/366 S. MOUNTAIN		UPLAND, CA	91786-
9700	UI LAND, CA	CENTER	AVE		OI LAND, CA	91/80-
9708	PLEASANT HILL, CA	CENTER	675 CONTRA COSTA		PLEASANT HILL, CA	94523
5700			BLVD.			74525
9709	EMERYVILLE, CA		1151 40TH STREET		EMERYVILLE, CA	94608-
9710	SACRAMENTO, CA	MARKET SQUARE	1745 & 1749A ARDEN		SACRAMENTO, CA	95815-
			WAY			
9711	DUBLIN, CA		8000 AMADOR VALLEY		DUBLIN, CA	94568-
			BLVD.			
9712	SALINAS, CA	NORTHRIDGE MALL	776 NORTHRIDGE MALL		SALINAS, CA	93906-
9713	MODESTO, CA		3200 SISK ROAD #G		MODESTO, CA	95356-
9714	FRESNO, CA	CIRCUT CITY SHOPPING	5048 N. BLACKSTONE		FRESNO, CA	93710-
		CENTER	AVE			
9715	SAN BERNARDINO, CA		798 INLAND CENTER		SAN BERNARDINO, CA	92408
			DRIVE			
9716	PHOENIX, AZ	CAMELBACK	1945 E. CAMELBACK	SUITE D2	PHOENIX, AZ	85016-
		COLONNADE	ROAD			
9717	PHOENIX, AZ	VILLAGE FAIR SHOPPING	12847 N. TATUM BLVD.		PHOENIX, AZ	80532-
		CENTER				
9718	SANTA ROSA, CA		1911 SANTA ROSA		SANTA ROSA, CA	95407-
			AVENUE			
9719	PASADENA, CA	HASTING RANCH PLAZA	3867 FOOTHILL		PASADENA, CA	91107-
			BOULEVARD			
9720	HENDERSON, NV	SUNSET PLAZA	1152 W. SUNSET RD		HENDERSON, NV	89014-

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STORE	LOCATION	CENTER NAME	ADDRESS1	ADDRESS 2	CITY, ST	ZIP CODE
9721	BAKERSFIELD, CA		3699 MING AVE		BAKERSFIELD, CA	93309-
9722	TUCSON, AZ	METRO TOWN COLLARE	5700 E. BROADWAY		TUCSON, AZ	85711-
9723	SANTA ANA, CA	METRO TOWN SQUARE	3638 SOUTH BRISTOL STREET		SANTA ANA, CA	92704-
9724	ORANGE, CA		1302 N. TUSTIN STREET		ORANGE, CA	92667-
9726	LAS VEGAS, NV		1705 S. DECATUR BLVD.		LAS VEGAS, NV	89102-
9727	STOCKTON, CA		5756 PACIFIC AVENUE		STOCKTON, CA	95207
9728	TACOMA, WA	METRO PLAZA	2220 S. 37TH STREET, SUITE#8		TACOMA, WA	98409-
9729	LOS ALTOS, CA		4898 EL CAMINO REAL		LOS ALTOS, CA	94022-
9730	BELLEVUE, WA	STERNCO CENTER	14725 NORTH EAST 20TH AVE		BELLEVUE, WA	98007-
9731	LAS VEGAS, NV	MARYLAND CROSSINGS	3993 S. MARYLAND CROSSINGS #101		LAS VEGAS, NV	89119-
9732	FULLERTON, CA		1620 S. HARBOR BLVD., SUITE A		FULLERTON, CA	92632-
9733	SAN JOSE, CA		K-MART CTR/882 BLOSSOM HILL RD		SAN JOSE, CA	95123-
9734	AUBURN, WA	SUPERMALL OF THE GREAT N-WEST	1101 SUPERMALL WAY		AUBURN, WA	98001-
9735	BEAVERTON, OR		8705 SOUTH WEST HALL BLVD		BEAVERTON, OR	97008-
9736	WEST COVINA, CA		330 SOUTH VINCENT AVE.		WEST COVINA, CA	91790-
9737	SAN LEANDRO, CA		15099 HESPERIAN BLVD		SAN LEANDRO, CA	94578-
9738	LOS ANGELES, CA		1845 WESTWOOD BLVD		LOS ANGELES, CA	90025-
9739	TUCSON, AZ		4055 NORTH ORACLE		TUCSON, AZ	85705-
			ROAD #101			
9742	SPOKANE, WA*	THE GREAT MALL OF THE BAY AREA	N-6010 DIVISION ST		SPOKANE, WA*	99208-
9743	TRACY, CA	TRACY OUTLET CENTER	1005 PESCADARO AVE- SUITE 179		TRACY, CA	95376-
9744	PALM DESERT, CA		72216 HIGHWAY 111, STE F5,F6		PALM DESERT, CA	92260-
9745	LAKE ELSINORE, CA	LAKE ELSINORE OUTLETS	17600 COLLIER AVENUE SUITE H184		LAKE ELSINORE, CA	92530
9746	LAKEWOOD, CA	LAKEWOOD SQUARE S C	5195 LAKEWOOD BLVD		LAKEWOOD, CA	90712-
9747	SAN DIEGO, CA	ROSECRANS CTR	2990 MIDWAY DRIVE		SAN DIEGO, CA	92110-
9748	CULVER CITY, CA		5592 S. SEPULVEDA BLVD.		CULVER CITY, CA	90230
9752	PORTLAND, OR	JANTZEN BEACH SUPERCENTER	1416 JANTZEN BEACH CENTER		PORTLAND, OR	97217
9753	FREMONT, CA		39121 FREMONT BOULEVARD		FREMONT, CA	94538
9756	VICTORVILLE, CA		12544-B AMARGOSA ROAD		VICTORVILLE, CA	92392
9757	SALEM, OR		1132 LANCASTER DRIVE, NE		SALEM, OR	97301

9759	SACRAMENTO, CA		6160 FLORIN ROAD -		SACRAMENTO, CA	95823
9760	TEMPE, AZ	ARIZONA MILLS	SUITE B 5000 ARIZONA MILLS CIRCLE	SUITE 613	TEMPE, AZ	85282
9761	RENO, NV		5595 SOUTH VIRGINIA STREET - SUITE A		RENO, NV	89502
9768	VALENCIA, CA	VALENCIA MARKETPLACE SC	25640 THE OLD ROAD		VALENCIA, CA	91381
9769	KENNESAW, GA	MAIN STREET AT TOWN CENTER	440 BARRETT PARKWAY, SUITE 17		KENNESAW, GA	30144
9775	JONESBORO, AR	HIGHLAND SQUARE SC	2108 SOUTH CARAWAY		JONESBORO, AR	72401
9777	INDEPENDENCE, MO	MARKETPLACE SHOPPING CENTER	14300 EAST 42ND AVENUE		INDEPENDENCE, MO	64055
9778	CHANDLER, AZ	CHANDLER FESTIVAL	2560 WEST CHANDLER BOULEVARD, SUITE 5		CHANDLER, AZ	85224
9780	FLORENCE, KY	VILLAGE AT THE MALL	7634 MALL ROAD		FLORENCE, KY	41042
9782	FAYETTEVILLE, NC		1916 SKIBO ROAD, SUITE 341		FAYETTEVILLE, NC	28314-
9783	WINSTON-SALEM, NC	SILAS CREEK CROSSING SC	3272 SILAS CREEK PARKWAY		WINSTON-SALEM, NC	27103
9787	LONG BEACH, CA	LONG BEACH TOWNE CENTER	7601 CARSON BOULEVARD		LONG BEACH, CA	90808
9788	NORTH ATTLEBORO, MA	NORTH ATTLEBORO MARKETPLACE	1400 SOUTH WASHINGTON STREET		NORTH ATTLEBORO, MA	02760
9789	OXNARD, CA		301 W. ESPLANADE DRIVE		OXNARD, CA	93030
9790	WEST HARTFORD, CT	CORBINS CORNER	1457 NEW BRITAIN AVENUE		WEST HARTFORD, CT	06110
9791	COLUMBIA, MO	CROSSROADS WEST SC	2101 W. BROADWAY		COLUMBIA, MO	65203
9792	DAVENPORT, IA	VILLAGE SC	902 WEST KIMBERLY ROAD		DAVENPORT, IA	52806
9793	MARION, IA	COLLINS ROAD SQUARE	1392 TWIXT TOWN ROAD		MARION, IA	52302
9794	JACKSON, TN	JACKSON PLAZA SC	50 OLD HICKORY EAST BLVD.		JACKSON, TN	38305
9796	SEATTLE, WA	AURORA SQUARE	15819 WESTMINSTER WAY NORTH		SEATTLE, WA	98133
9797	RIVERSIDE, CA	OFF THE MALL	10113 HOLE AVENUE		RIVERSIDE, CA	92503
9798	EL CAJON, CA	HACIENDA SQUARE SC	700 N. JOHNSON AVENUE, SUITE 1		EL CAJON, CA	92020
9799	SOUTH CHARLESTON, WV	TRACE FORK SHOPPING CENTER	90 RHL BOULEVARD		SOUTH CHARLESTON, WV	25309
9800	LONE TREE, CO		9078 WESTVIEW ROAD	STE 100	LONE TREE, CO	80124
9801	LARGO, FL		10359 ULMERTON ROAD		LARGO, FL	33771

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STORE	LOCATION	CENTER NAME	ADDRESS1 A	DDRESS 2	CITY, ST	ZIP CODE
STORE						
9802	WYOMISSING, PA	BROADCASTING SQUARE	2733 PAPERMILL ROAD,		WYOMISSING, PA	19610
		SC	STE X-15			
9804	WATERBURY, CT		945 WOLCOTT STREET		WATERBURY, CT	06705
9805	FAIRLAWN, OH	SHOPS OF FAIRLAWN	3737 WEST MARKET		FAIRLAWN, OH	44333
			STREET, UNIT L			
9806	SHENANDOAH, TX	PORTOFINO SHOPPING	19075 INTERSTATE 45		SHENANDOAH, TX	77385
		CENTER	SOUTH, STE 400			
9807	PASADENA, TX	FAIRWAY CENTRE	5579 FAIRMONT		PASADENA, TX	77505
			PARKWAY			
9808	CHICAGO, IL	RIVERPOINT CENTER	1730 WEST FULLERTON		CHICAGO, IL	60614
			AVENUE, UNIT 22			
9809	LARGO, MD	BOULEVARD AT THE	900 CAPITAL CENTER		LARGO, MD	20774
		CAPITAL	BLVD, UNIT G			
9810	ST. CHARLES, IL	RANDALL BRICHER	962 SOUTH RANDALL		ST. CHARLES, IL	60174
		CENTER	ROAD, UNITE B			
9811	STUART, FL		2790 NW FEDERAL		STUART, FL	34994
			HIGHWAY			
9812	CHICAGO, IL	CHATHAM VILLAGE	8658 SOUTH COTTAGE		CHICAGO, IL	60619
	,	SQUARE	GROVE AVENUE		,	
9813	PHILADELPHIA, PA	QUARTERMASTER PLAZA	2306 WEST OREGON		PHILADELPHIA, PA	19145
	,,	(	AVENUE, SPACE F-3		,,	
9814	ROSEVILLE, CA	CREEKSIDE TOWN CENTER			ROSEVILLE, CA	95678
,			BOULEVARD, STE 150			,00,0
9815	BOCA RATON, FL	SOMERSET SHOPPES	8903 GLADES ROAD, BAY		BOCA RATON, FL	33434
,015	boominging	Somercer Shorres	#L-5/6		boomanon, i b	55151
9816	EAST RUTHERFORD, NJ		89 ROUTE 17 SOUTH		EAST RUTHERFORD, NJ	07073
9817	TAMPA, FL		8015 CITRUS PARK DRIVE		TAMPA, FL	33625
9818	SKOKIE, IL	SKOKIE FASHION SQUARE	9410-A SKOKIE		SKOKIE, IL	60077
,010	Siterine, in	SROKE FISHION SQUILE	BOULEVARD		SROKIE, IE	00077
9819	MOBILE, AL	LLANFAIR SHOPPING	3750 AIRPORT		MOBILE, AL	36608
<i>J</i> 01 <i>J</i>	MODILE, ME	CENTER	BOULEVARD		MODILL, AL	50000
9820	KANSAS CITY, MO	BARRY TOWNE	8401A NORTH MERCIER		KANSAS CITY, MO	64155
7620	KANGAG CH 1, WO	DARKI TOWNE	STREET		KAN6A5 CH 1, MO	04155
9821	LYNNWOOD, WA	ALDERWOOD PARKWAY	19220 ALDERWOOD MALL		LYNNWOOD, WA	98036
7621	LINNWOOD, WA	RETAIL BLDG	PARKWAY, STE 130		LINNWOOD, WA	78050
9822	CHESTERFIELD, MO	CHESTERFIELD COMMONS	17227 CHESTERFIELD		CHESTERFIELD, MO	63005
9822	CHESTERFIELD, MO	VILLAGE	AIRPORT ROAD, #203		CHESTERFIELD, MO	05005
9823	ALDUQUEDQUE NM	PLAZA AT COTTONWOOD	,		ALDUQUEDQUE NM	87114
9823	ALBUQUERQUE, NM	PLAZA AT COTTON WOOD	10260 COORS BYPASS NW, SUITE B		ALBUQUERQUE, NM	8/114
0020					UAZIET NI	07720
9826	HAZLET, NJ		2872 HIGHWAY 35 SOUTH		HAZLET, NJ	07730
9828	TEMECULA, CA	PROMENADE MALL	40620 WINCHESTER ROAD, SUITE A		TEMECULA, CA	92591-5504
9829	GREENSBURG, PA	WESTMORELAND MALL	5240 ROUTE 30		GREENSBURG, PA	15601
9831	MANCHESTER, NH	TJ MAXX PLAZA	18 MARCH AVENUE		MANCHESTER, NH	03103
9832	WACO, TX	CENTER TEXAS	2448 WEST LOOP 340,		WACO, TX	76711
2002		MARKETPLACE	SUITE 27			/0/11
9833	EUGENE, OR	WARKEIPLACE VALLEY RIVER CENTER	1125-A VALLEY RIVER		EUGENE, OR	97401
2000	LUGLIL, UK	VALLET KIVER VENTER			LUGLIL, OK	77401
			DRIVE			

9834	PALMDALE, CA	AMARGOSA COMMONS	39445 10TH STREET WEST,	PALMDALE, CA	93551
			SUITE E		
9835	HYANNIS, MA	CAPETOWN PLAZA	790 IYANOUGH RD., SUITE	HYANNIS, MA	02601
			22A		
9837	SAN FRANCISCO, CA		570 MARKET STREET	SAN FRANCISCO, CA	94104-5401
9838	BOSTON, MA		419 WASHINGTON STREET	BOSTON, MA	02108
9840	METAIRIE, LA		3750 VETERANS	METAIRIE, LA	70002-
			MEMORIAL BLVD		
9841	FORT LAUDERDALE, FL	WALGREENS PLAZA	2365 NE 26TH STREET	FORT LAUDERDALE, FL	33305
9842	DOWNEY, CA	DOWNEY LANDING	12136 LAKEWOOD	DOWNEY, CA	90242
			BOULEVARD		
9843	TUKWILA, WA		17401 SOUTHCENTER	TUKWILA, WA	98188
			PARKWAY, SUITE 141		
9844	ORLANDO, FL	TOWERS OF WATERFORD	464 N. ALAFAYA TRAIL,	ORLANDO, FL	32828
		LAKES	SUITE 108		

#### CASUAL MALE XL OUTLET STORES

9147	BURLINGTON, NC	BURLINGTON	2397 CORPORATION		BURLINGTON, NC	27215-
		MANUFACTURER OUTLET	PARKWAY			
9152	MYRTLE BEACH, SC	TANGER OUTLET CENTER	4630 FACTORY STORES	SUITE A-105	MYRTLE BEACH, SC	29579
			BLVD			
9159	WOODBRIDGE, VA	SMOKETOWN STATION	13289 WORTH AVENUE		WOODBRIDGE, VA	22192
9166	NIAGARA FALLS, NY	NIAGARA FACTORY	1900 MILITARY ROAD		NIAGARA FALLS, NY	14302
		OUTLET MALL				
9188	LIGHTFOOT, VA	WILLIAMSBURG OUTLET	8000 RICHMOND ROAD		LIGHTFOOT, VA	23090-
		MALL				
9202	PLEASANT PRAIRIE, WI	PRIME OUTLETS AT	11601 108 STREET, SUITE		PLEASANT PRAIRIE, WI	53158
		PLEASANT PRAIRIE	528			
9242	LAKE GEORGE, NY	DUNHAM FOOTWEAR	R1492 Rte. 9		LAKE GEORGE, NY	12845-9735
		OUTLET CENTER				
9251	PIGEON FORGE, TN	BELZ FACTORY OUTLET	2655 TEASTER LANE		PIGEON FORGE, TN	37863-
		MALL				
9266	LAKELAND, TN	MEMPHIS FACTORY	3536 CANADA ROAD		LAKELAND, TN	38002-9723
		OUTLET MALL				
9272	KITTERY, ME	THE OUTLET MALL OF	LITCHFIELD ROAD, SUITE		KITTERY, ME	03904-
		KITTERY	1			
9290	PHILADELPHIA, PA	FRANKLIN MILLS	1441 FRANKLIN MILLS		PHILADELPHIA, PA	19154
			CIRCLE			
9316	LANCASTER, PA	ROCKVALE SQUARE	35 SO. WILLOWDALE DR.		LANCASTER, PA	17602-
			BOX 807			
9323	SMITHFIELD, NC	CAROLINA PREMIUM	2400 INDUSTRIAL PARK		SMITHFIELD, NC	27577-
		OUTLETS	DRIVE SPACE 450			
9355	LAKE PARK, GA	LAKE PARK MILL STORE	5265 MILL STORE ROAD-		LAKE PARK, GA	31636-
		PLAZA	SUITE 30			
9373	GURNEE, IL	GURNEE MILLS	6170 WEST GRAND AVE.		GURNEE, IL	60031-
9502	BIRCH RUN, MI	PRIME OUTLETS AT BIRCH	12150 SOUTH BEYER		BIRCH RUN, MI	48415-
		RUN	ROAD, SPACE F050			

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LOCATION STORE		LOCATION CENTER NAME		ADDRESS 2	CITY, ST	ZIP CODE	
9515	MOSINEE, WI	CEDAR CREEK MALL	10101 MARKET ST. #C-110		MOSINEE, WI		
9529	BRANSON, MO	FACTORY STORES OF AMERICA			BRANSON, MO	65616-	
9542	HILLSBORO, TX	SOUTHWEST OUTLET CENTER	104 NORTHEAST,I-35,SUITE 128		HILLSBORO, TX	76645-	
9553	CONROE, TX	CONROE OUTLET CTR	1111 LEAGUE LINE RD STE #121		CONROE, TX	77303-	
9558	CALHOUN, GA	CALHOUN OUTLET CENTER	SUITE 60 455 BELWOOD RD. S.E.		CALHOUN, GA	30701-	
9566	LOVELAND, CO	ROCKY MOUNTAIN FACTORY STORES	5732 MCWHINNEY BOULEVARD, #E-40		LOVELAND, CO	80538-	
9571	JEFFERSONVILLE, OH	PRIME OUTLETS @JEFFERSONVILLE	8115 FACTORY SHOPS BLVD	SPACE 115	JEFFERSONVILLE, OH	43128	
9576	EDINBURGH, IN	EDINBURGH OUTLET CENTER	11747 NORTH EXECUTIVE DRIVE, #880		EDINBURGH, IN	46124	
9585	HOWELL, MI	KENSINGTON VALLEY FACTORY SHOP	1475 NORTH BURKHART RD. STE. D180		HOWELL, MI	48855	
9586	GAFFNEY, SC	CAROLINA FACTORY SHOPS			GAFFNEY, SC	29341	
9588	WATERLOO, NY	WATERLOO PREMIUM OUTLETS	655 ROUTE 318, STE. A005	SUITE A005	WATERLOO, NY	13165	
9598	VERO BEACH, FL	OUTLETS AT VERO BEACH	1757 94TH DRIVE	SUITE D180	VERO BEACH, FL	32966	
9605	TILTON, NH	LAKE REGION FACTORY STORES			TILTON, NH	03276	
9614	RIVERHEAD, NY	TANGER OUTLET CENTER	1770 WEST MAIN STREET		RIVERHEAD, NY	11901	
9615	SAN MARCOS, TX	SAN MARCOS OUTLET CENTER	4015 INTERSTATE HWY. 35, STE. 214		SAN MARCOS, TX	78666	
9616	COMMERCE, GA	TANGER II OUTLET CENTER	800 STEVEN B. TANGER BLVD #310		COMMERCE, GA	30529	
9626	WRENTHAM, MA	WRENTHAM VILLAGE PREMIUM OUTLE	1 PREMIUM OUTLET BOULEVARD STE 585		WRENTHAM, MA	02093	
9627	JOHNSON CREEK, WI	JOHNSON CREEK OUTLET CENTER	622 WEST LINMAR LANE SUITE D25		JOHNSON CREEK, WI	53038	
9629	ALBERTVILLE, MN	ALBERTVILLE PREMIUM OUTLETS	6415 LABEAUX AVENUE NE, SUITE B-65		ALBERTVILLE, MN	55301	
9630	FOLEY, AL	RIVIERA CENTRE FACTORY STORES	2601 SOUTH MCKENZIE STREET SUITE S4		FOLEY, AL	36535	
9631	VACAVILLE, CA	FACTORY STORES AT VACAVILLE	131 NUT TREE ROAD, SUITE K		VACAVILLE, CA	95687	
9632	ST. AUGUSTINE, FL	ST. AUGUSTINE OUTLET CENTER	2700 STATE ROAD 16, STE 815		ST. AUGUSTINE, FL	32092	
9633	WILLIAMSBURG, IA	TANGER FACTORY OUTLET	112-A TANGER DRIVE		WILLIAMSBURG, IA	52361	
9635	GETTYSBURG, PA	GETTYSBURG FACTORY STR	1863 GETTYSBURG DRIVE		GETTYSBURG, PA	17325	
9636	TANNERSVILLE, PA	THE CROSSING FACTORY STORES	1000 ROUTE 611, UNIT A19		TANNERSVILLE, PA	18372	

9640	FOLSOM, CA	FOLSOM PREMIUM	13000 FOLSOM	FOLSOM, CA	95630
		OUTLET	BOULEVARD, SUITE 1440		
9642	HAGERSTOWN, MD	PRIME OUTLETS AT	550 PRIME OUTLETS	HAGERSTOWN, MD	21740
		HAGERSTOWN	BOULEVARD		
9643	GROVE CITY, PA	PRIME OUTLET AT GROVE	P.O. BOX 1027 - I-79 &	GROVE CITY, PA	16127
		CITY	ROUTE 208		
9644	WESTBROOK, CT	WESTBROOK FACTORY	314 FLAT ROCK PLACE,	WESTBROOK, CT	06498
		STORES	SUITE A135		
9646	CAMARILLO, CA	CAMARILLO PREMIUM	990 CAMARILLO CENTER	CAMARILLO, CA	93010
		OUTLETS	DRIVE, STE 1016		
9662	COLUMBUS, OH	WYANDOTTE CENTER	5091 E. MAIN STREET	COLUMBUS, OH	43213
9664	ONTARIO, CA	ONTARIO MILLS PLAZA	4320 EAST MILLS CIRCLE	ONTARIO, CA	91764
			RD UNIT H		
9665	OSAGE BEACH, MO	FAC OUTLET VILLAGE	4540 HIGHWAY 54, SUITE	OSAGE BEACH, MO	65065
		OSAGE BEACH	N4		
9668	REHOBOTH BEACH, DE	REHOBOTH OUTLETS III	1230 REHOBOTH	REHOBOTH BEACH, DE	19971
			OUTLETS, HIGHWAY 1		
9669	LINCOLN CITY, OR	FACTORY STORES AT	1500 SE EAST DEVILS	LINCOLN CITY, OR	97367
		LINCOLN CITY	LAKE ROAD, STE 413		
9670	GULFPORT, MS	GULFPORT FACTORY	10737 FACTORY SHOPS	GULFPORT, MS	39503
		SHOPS	BOULEVARD		

Casual Male Retail Group, Inc.

DENNIS R. HERNREICH

By: <u>/S/ DENNIS R. HERNREICH</u> Title: EVP, COO, CFO

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Cost



#### Banc of America Leasing & Capital, LLC

#### **Equipment Security Note Number 17608-70002**

This Equipment Security Note No. 17608-70002, dated as of January 16, 2008 (this "Equipment Note"), is entered into pursuant to and incorporates by this reference all of the terms and provisions of that certain Master Loan and Security Agreement No. 17608-70000 dated as of July 20, 2007 (the "Master Agreement"), by and between **Banc of America Leasing & Capital, LLC** ("Lender") and Casual Male Retail Group, Inc. ("Borrower"). All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the Equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of an "**Event of Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional, and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

**1. Equipment Financed; Equipment Location; Grant of Security Interest.** Subject to the terms and provisions of the Master Agreement and as provided herein, Lender is providing financing in the principal amount described in Section 2 below to Borrower in connection with the acquisition or financing of the following described Equipment:

Quantity

Description

Serial Number

See Exhibit A attached hereto

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location

Address City County State ZIP

#### See Exhibit A attached hereto

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Payments. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$2,120,025.59, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in 48 consecutive monthly, installments of principal and interest (the "Payments") commencing on February 16, 2008 (the "Initial Payment") and continuing thereafter through and including January 16, 2012 (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days

comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

#### (a) Interest Rate.

Interest shall accrue on the entire principal amount of this Equipment Note outstanding for any calendar month or portion thereof, at a per annum rate of interest equal to (i) one and 75/100 percent (1.75%) plus the rate of interest equal to the "average of interbank offered rates for dollar deposits in the London Market based on quotations of sixteen (16) major banks" for a term of 30 days as published in the Wall Street Journal under a heading entitled "Money Rates, London Interbank Offered Rates (LIBOR)" or any future or substitute heading, on the fifteenth day of the month preceding the Payment Date for the applicable Payment, or (ii) if less, the highest rate of interest permitted by applicable law (the "Interest Rate").

Equipment Security Note 4.1.06

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#### (b) Payment Amount.

The amount of each Payment shall consist of \$44,167.20 of principal, plus all interest accrued at the Interest Rate.

**3. Prepayment** The outstanding principal balance of this Equipment Note may be prepaid in whole or part at any time, together with interest and late charges accrued through the date of the prepayment, provided that such prepayment shall be accompanied by a prepayment charge calculated as follows: one percent (1%) of the amount of the prepaid if such prepayment occurs during the period from the date of this Equipment Note to the first anniversary hereof; one-half percent (0.5%) of the amount prepaid if such prepayment occurs during the period commencing on the first day after the first anniversary hereof and continuing through the second anniversary hereof; and no prepayment charge if such prepayment occurs thereafter. Partial prepayments shall be applied against principal installments in their inverse order of maturity. A prepayment charge will not be due if this Equipment Note is refinanced with the Lender.

**4. Borrower Acknowledgements.** Upon delivery and acceptance of the Equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such Equipment and the Payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default or Event of Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower since May 5, 2007;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with Vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

BANC OF AN	IERICA LEASING & CAPITAL, LLC	Borrower: CASUAL MALE RETAIL GROUP, INC.		
By:	/s/ David R. Cournoyer	By:	/s/ Dennis R. Hernreich	
Printed Name:	David R. Cournoyer	Printed Name:	Dennis R. Hernreich	
Title:	Senior Vice President	Title:	EVP, COO, CFO	

Equipment Security Note 4.1.06

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Exhibit 10.4a

### EXHIBIT A TO EQUIPMENT SECURITY NOTE NO. 17608-70002

Company	Location Name	Division	Asset Ty	ype	Asset	Des	cription			 Insrv Date
Equipment	Location: 8015 C	Citrus Park l	Drive, Ta	mpa, F	L 33625					
10 CM		17 FF-S	53777 H	EXCAL	IBUR-SH	HELV	ING SYS	l		11/9/2006
10 CM		17 FF-S	54382 I	NTERI	OR MFG	G-FIX	TURES			11/9/2006
10 CM		17 FF-S	54457 H	BLAIR-	FIXTURI	ES				11/9/2006
10 CM		17 FF-S	54589 (	OLD DO	OMINION	N-FIX	K FRT			11/9/2006
10 CM		17 FF-S	54590 (	OLD DO	OMINION	N-FIX	K FRT			11/9/2006
10 CM		17 FF-S	54591 H	ROADV	VAY-EXO	CALI	BUR FIX	FRT		11/9/2006
10 CM		17 FF-S	54592 U	UNITEI	D VAN-B	BLAIF	R FIX FR1	Г		11/10/ 2006
10 CM		17 FF-S	55945 N	MARKI	ETING BI	RAN	DING 5/1:	5/06		5/15/2006
10 CM		17 FF-S	55946 N	MARKI	ETING BI	RAN	DING 10/	18/06		10/18/ 2006
10 CM		17 FF-S	56054 (	OLD DO	OMINION	N-JOS	SLIN FIX	FRT		11/14/ 2006
10 CN		17 FF-S	56055 (	OLD DO	OMINION	N-FIX	K FRT			11/14/ 2006
10 CM		17 FF-S	56056 J	IOSLIN	I-FIXTUR	RES				11/9/2006
10 CM		17 FF-S	56057 J	IOSLIN	-TAX-FI	IXTUI	RES			11/9/2006
10 CM		17 FF-S	56119 H	BLAIR-	CASHWI	/RAP/	DOORS			11/9/2006

	9817 Total		
10 CM	9817 FF-S	60701 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
10 CM	9817 FF-S	59161 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007

10 CM	9842 FF-S	51596 ROADWAY-EXCALIBUR FIX FRT	4/13/2006
10 CM	9842 FF-S	51598 EXCALIBUR-SHELVING SYS	4/13/2006
10 CM	9842 FF-S	51599 EXCALIBUR-TAX-SHELVING SYS	4/13/2006
10 CM	9842 FF-S	51898 UNITED VAN-BLAIR FIX FRT	4/13/2006
10 CM	9842 FF-S	51899 PRO-MOTION-TV & VCR	4/13/2006
10 CM	9842 FF-S	51900 SEAPORT GRAPHICS-LOGO BOX	4/13/2006
10 CM	9842 FF-S	51901 W.B.MASON-FILES	4/13/2006
10 CM	9842 FF-S	51902 BLAIR-CASHWRAP&FIXTURES W/TAX	4/13/2006
10 CM	9842 FF-S	51903 JOSLIN-FIXTURES W/TX	4/13/2006
10 CM	9842 FF-S	51904 OLD DOMINION-FIX FRT	4/16/2006
10 CM	9842 FF-S	51968 JOSLIN-FIXTURES FROM PREPAID	4/13/2006
10 CM	9842 FF-S	52434 UNITED VAN-BLAIR FIX FRT	5/18/2006
10 CM	9842 FF-S	52435 JOSLIN-MANNEQUINS	4/21/2006

10 CM	9842 FF-S	52437 OLD DOMINION-FIXTURES	4/19/2006				
10 CM	9842 FF-S	53092 ACE-MERCH FIXTURES	4/20/2006				
10 CM	9842 FF-S	55983 MARKETING BRANDING 5/15/06	5/15/2006				
10 CM	9842 FF-S	55984 MARKETING BRANDING 10/18/06	10/18/ 2006				
10 CM	9842 FF-S	59180 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007				
10 CM	9842 FF-S	60726 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007				
9842	2 Total						
Equipment Location: 17401 Southcenter Parkway, Suite 141 Tukwila, WA 98188							
10 CM	9843 FF-S	51607 ROADWAY-FIX FRT	4/6/2006				
10 CM	9843 FF-S	51608 ROADWAY-BLAIR FIX FRT	4/6/2006				
10 CM	9843 FF-S	51609 ROADWAY-EXCALIBUR FIX FRT	4/6/2006				
10 CM	9843 FF-S	51613 EXCALIBUR-SHELVING SYS	4/6/2006				
10 CM	9843 FF-S	51614 EXCALIBUR-TAX-SHELVING SYS	4/6/2006				
10 CM	9843 FF-S	51619 SEAPORT GRAPHICS-LOG BOX	4/6/2006				
10 CM	9843 FF-S	51912 JOSLIN-FIXTURES	4/6/2006				
10 CM	9843 FF-S	51913 JOSLIN-TAX-FIXTURES	4/6/2006				
10 CM	9843 FF-S	51914 PRO-MOTION-TV & VCR	4/6/2006				

10 CM			
10 CM	9843 FF-S	51915 PRO-MOTION-TAX-TV & VCR	4/16/2006
10 CM	9843 FF-S	51916 W.B.MASON-FILES	4/6/2006
10 CM	9843 FF-S	51917 BLAIR-CASHWRAP&FIXTURES W/TAX	4/6/2006
10 CM	9843 FF-5	51917 BLAIR-CASHWRAP&FIXTURES W/TAX	4/0/2006
10 CM	9843 FF-S	51918 TWIN MODAL-BLAIR FIX FRT	4/6/2006
10 CM	9843 FF-S	51969 JOSLIN-FIXTURES FROM PREPAID	4/6/2006
10 CM	9843 FF-S	52439 JOSLIN-MANNEQUINS	4/7/2006
10 CM	9843 FF-S	52555 JOSLIN-MANNEQUIN FRT	6/15/2006
10 CM	9843 FF-S	52595 OLD DOMINION-FIX FRT	4/4/2006
10 CM	9843 FF-S	53093 ACE-MERCH FIXTURES	4/6/2006
10 CM	9843 FF-S	55985 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	9843 FF-S	55986 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM	9843 FF-S	59181 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007
10 CM	9843 FF-S	60727 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
984	13 Total		
Equipment Location: 4	464 N. Alafaya 🛛	Frail, suite 108 Orlando, FL 32828	
10 CM	9844 FF-S	53410 INTERIOR MANFTR-DELIVERY	8/22/2006
10 CM	0944 EE S	52411 TWIN MODAL DI AID EIX EDT	8/22/2006

 9844 FF-S
 53411 TWIN MODAL-BLAIR FIX FRT
 8/22/2006

10 CM	9844 FF-S	53453 W.B.MASON-FILES	8/22/2006
10 CM	9844 FF-S	53454 ACE DESIGN-MERCH FIXTURES	8/22/2006
10 CM	9844 FF-S	53455 BLAIR-CASHWRAP	8/22/2006
10 CM	9844 FF-S	53627 EXCALIBUR-SHELVING SYS	8/22/2006
10 CM	9844 FF-S	53628 ROADWAY-EXCALIBUR FRT	8/22/2006
10 CM	9844 FF-S	53629 PRO-MOTION-TV & VCR	8/22/2006
10 CM	9844 FF-S	53630 TWIN MODAL-BLAIR FIX FRT	8/22/2006
10 CM	9844 FF-S	53631 OLD DOMINION-FIX FRT	8/22/2006
10 CM	9844 FF-S	53830 BLAIR-MERCH FIXTURES	8/22/2006
10 CM	9844 FF-S	54598 JOSLIN-FIXTURES	12/6/2006
10 CM	9844 FF-S	54599 JOSLIN-TAX-FIXTURES	12/6/2006
10 CM	9844 FF-S	54665 EXCALIBUR-SHELVING SYS	8/22/2006
10 CM	9844 FF-S	55987 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	9844 FF-S	55988 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM	9844 FF-S	56206 JOSLIN FIXTURES FROM PREPAID	8/22/2006
10 CM	9844 FF-S	56210 JOSLIN STEAMER FROM PREPAID	8/22/2006
10 CM	9844 FF-S	58191 NAT' L COLOR-SEAPORT G-LOGO BOX	7/20/2006

10 CM	9844 FF	-S 59182	OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007
10 CM	9844 FF	-S 60728	TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
	9844 Total			

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Company						
	Location Name	Division	Asset Type	Asset	Description	Insrv Date

# Equipment Location: 501-503 Boston Post Road Port Chester, NY 10573

10 CM	9845 FF-S	57624 IMG-FIX FRT	5/24/ 2007
10 CM	9845 FF-S	57625 NEMF-FIX FRT	5/24/ 2007
10 CM	9845 FF-S	57626 JOSLIN-FIXTURES W/TX	5/24/ 2007
10 CM	9845 FF-S	58137 JOSLIN-FIXTURES FROM PREPAID	5/24/ 2007
10 CM	9845 FF-S	58305 NEMF-EXCALIBUR FIX FRT	5/24/ 2007
10 CM	9845 FF-S	58306 NEMF-FIX FRT	5/24/ 2007
10 CM	9845 FF-S	58307 NEMF-JOSLIN FIX FRT	5/24/ 2007
10 CM	9845 FF-S	58308 PRO MOTION TECH-TV & VCR	5/24/ 2007
10 CM	9845 FF-S	58309 PRO MOTION TECH-TAX-TV & VCR	5/15/ 2007
10 CM	9845 FF-S	58326 ROBELAN-DISPLAY FIXTURES	5/24/ 2007
10 CM	9845 FF-S	58496 BLAIR-RACKS, TABLES, FIXTURES	6/14/ 2007
10 CM	9845 FF-S	58497 BLAIR-CASHWRAP, FIXTURES	6/14/ 2007
10 CM	9845 FF-S	58499 EXCALIBUR-SHELVING SYSTEM	5/24/ 2007
10 CM	9845 FF-S	58500 W B MASON-FILES	5/24/ 2007
10 CM	9845 FF-S	58598 JOSLIN-FIXTURES	5/24/ 2007

10 CM	9845 FF-S	58762 TWIN MODAL-BLAIR FIX FRT	5/24/ 2007
10 CM	9845 FF-S	59183 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007
10 CM	9845 FF-S	59858 ACE-MERCH FIXTURES	9/6/2007
10 CM	9845 FF-S	60729 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/ 2007
	9845 Total		

Total

# Equipment Location: 444 Route 211 East Middletown, NY 10940

10 CM	9846 FF-S	57627 PRO-MOTION-TV & VCR	5/17/ 2007
10 CM	9846 FF-S	57628 PRO-MOTION-TAX-TV & VCR	5/17/ 2007
10 CM	9846 FF-S	57629 JOSLIN-FIXTURES W/TX	5/17/ 2007
10 CM	9846 FF-S	58136 JOSLIN-FIXTURES FROM PREPAID	5/17/ 2007
10 CM	9846 FF-S	58195 EXCALIBUR SHELVING SYSTEM	5/17/ 2007
10 CM	9846 FF-S	58311 NEMF-FIX FRT	5/17/ 2007
10 CM	9846 FF-S	58502 BLAIR-RACKS, TABLES, FIXTURES	5/17/ 2007
10 CM	9846 FF-S	58503 BLAIR-CASHWRAP, FIXTURES	5/17/ 2007
10 CM	9846 FF-S	58504 W B MASON-FILES	5/17/ 2007
10 CM	9846 FF-S	58604 UNITED VAN-BLAIR FIX FRT	5/22/ 2007
10 CM	9846 FF-S	59184 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007

10 CM	9846 FF-S	59470 JOSLIN-FIXTURES	7/30/ 2007
10 CM	9846 FF-S	59471 JOSLIN-TAX-FIXTURES	7/30/ 2007
10 CM	9846 FF-S	59567 MII=LIVING XL FIXTURES	8/24/ 2007
10 CM	9846 FF-S	59860 BLAIR-FRAGRANCE FIXTURE	8/27/ 2007
10 CM	9846 FF-S	59861 ACE-MERCH FIXTURES	9/6/2007
10 CM	9846 FF-S	60731 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/ 2007
10 CM	9846 FF-S	60732 UNITED VAN-BLAIR FIX FRT	8/9/2007
	9846 Total		

# Equipment Location: 820 West Stacy Road, Suite 330 Allen, TX 75013

10 CM	9689 FF-S	51537 EXCALIBUR-SHELVING SYS	3/16/ 2006
10 CM	9689 FF-S	51540 BLAIR-CASHWRAP & FIXTURES	3/16/ 2006
10 CM	9689 FF-S	51541 BLAIR-TAX-CASHWRAP & FIXTURES	3/16/ 2006
10 CM	9689 FF-S	51542 JOSLIN-FIXTURES W/TAX	3/16/ 2006
10 CM	9689 FF-S	51543 UNITED VAN-BLAIR FIX FRT	3/16/ 2006
10 CM	9689 FF-S	51662 JOSLIN-FIXTURES FROM PREPAID	3/16/ 2006
10 CM	9689 FF-S	51822 BLAIR-FIXTURES	3/16/ 2006
10 CM	9689 FF-S	51823 BLAIR-FIXTURES	3/16/ 2006

10 CM	9689 FF-S	51824 ROOS-TABLES	3/16/ 2006
10 CM	9689 FF-S	51825 ROOS-TAX-TABLES	3/16/ 2006
10 CM	9689 FF-S	51826 OLD DOMINION-FIX FRT	3/16/ 2006
10 CM	9689 FF-S	51827 OLD DOMINION-BLAIR FIX FRT	3/16/ 2006
10 CM	9689 FF-S	51828 PRO-MOTION-TV & VCR	3/16/ 2006
10 CM	9689 FF-S	51829 W.B.MASON-FILES	3/16/ 2006
10 CM	9689 FF-S	51830 JOSLIN-FIXTURES W/TAX	3/16/ 2006
10 CM	9689 FF-S	51831 OLD DOMINION-FIX FRT	3/20/ 2006
10 CM	9689 FF-S	52313 MELVIN ROOS-CR FIXTURES	3/17/ 2006
10 CM	9689 FF-S	53185 ROADWAY-EXCALIBUR FIX FRT	3/16/ 2006
10 CM	9689 FF-S	54455 BLAIR-FIXTURES	3/31/ 2006
	9689 Total		
Equipment Locatio	on: 1955 South Casi	no Drive, Suite 207 Laughlin, NV 89029	
10 CM	9690 FF-S	51550 ROADWAY-EXCALIBUR FIX FRT	4/6/2006
10 CM	9690 FF-S	51551 AIRE-RIDE TRANS-BLAIR FIX FRT	4/6/2006
10 CM	9690 FF-S	51554 EXCALIBUR-SHELVING SYS	4/6/2006
10 CM	9690 FF-S	51555 EXCALIBUR-TAX-SHELVING SYS	4/6/2006

10 CM	9690 FF-S	51558 BLAIR-CASHWRAP & FIXTURE W/TAX	4/6/2006
10 CM	9690 FF-S	51834 PRO-MOTION-TV & VCR	4/6/2006
10 CM	9690 FF-S	51835 PRO-MOTION-TAX-TV & VCR	4/6/2006
10 CM	9690 FF-S	51838 W.B.MASON-FILES	4/6/2006
10 CM	9690 FF-S	51839 BLAIR-FIXTURES W/TAX	4/6/2006
10 CM	9690 FF-S	51840 JOSLIN-FIXTURES W/TAX	4/6/2006
10 CM	9690 FF-S	51841 OLD DOMINION-FIX FRT	4/6/2006
10 CM	9690 FF-S	51842 ROOS-TABLES W/TX & CR	4/6/2006
10 CM	9690 FF-S	51967 JOSLIN-FIXTURES FROM PREPAID	4/6/2006
10 CM	9690 FF-S	52317 AIRE-RIDE-BLAIR FIX FRT	4/7/2006
10 CM			4/17/
10 CM	9690 FF-S	52318 OLD DOMINION-FIX FRT	2006 4/10/
969		52594 OLD DOMINION-FIX FRT	2006
Fauinment Location: 5	Total	essway 83, Suite 230 Mercedes, TX 78570	
Equipment Location.	JOOT L'AST EXPTC	ssway 05, Suite 250 Merceues, 1A 70570	
10 CM	9691 FF-S	56880 PRO MOTION-TV & VCR	2/15/ 2007
10 CM	9691 FF-S	56881 ROADWAY-EXCALIBUR FIX FRT	2/15/ 2007
10 CM			
	0(01 00 0		0/1/0007

3/1/2007

56882 UNITED VAN-BLAIR FIX FRT

9691 FF-S

10 CM	9691 FF-S	56927 JOSLIN-FIXTURES w/TAX	2/15/ 2007
10 CM	9691 FF-S	56944 W B MASON-FILES	3/2/2007
10 CM	9691 FF-S	56945 MELVIN S ROOS-TABLES	2/15/ 2007

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Company	Location Name	Division	Asset Type	Asset	Description	Insrv Date
10 CM		591 FF-S	56946 OLD	DOMINIO	N-FIXTURE FRT	2/20/2007
10 CM		591 FF-S	57035 EXC	ALIBUR-SI	HELVING SYS	2/15/2007
10 CM		591 FF-S	57083 BLA	IR-FIXTUR	ES & RACKS	2/26/2007
10 CM		591 FF-S	60594 BLA	IR-CASHW	RAP,FIXTURES	2/15/2007
	9691 Te	otal				
Equipment	t Location: 4840	Tanger Outle	st Blvd, Suite	e 966 North	Charleston, SC 29418	
10 CN		592 FF-S	56885 PRO	MOTION-7	TV & VCR	2/15/2007
10 CN		592 FF-S	56886 PRO	MOTION-7	TAX-TV & VCR	2/6/2007
10 CM		592 FF-S	56887 ROA	DWAY-EX	CALIBUR FIX FRT	2/15/2007
10 CN		592 FF-S	56888 TWI	N MODAL-	BLAIR FIX FRT	2/15/2007

10 CM	9692 FF-S	56889 TWIN MODAL-BLAIR FIX FRT	2/15/2007
10 CM	9692 FF-S	56928 JOSLIN-FIXTURES w/TAX	2/15/2007
10 CM	9692 FF-S	56948 W B MASON-FILES	3/2/2007
10 CM	9692 FF-S	56949 MELVIN S ROOS-TABLES	2/15/2007

10 CM	9692 FF-S	56950 OLD DOMINION-FIXTURE FRT	2/20/2007
10 CM	9692 FF-S	57005 BLAIR-CASHWRAP	2/15/2007

9693 FF-S

	9692 FF-S	57039 EXCALIBUR-SHELVING SYS	2/15/2007
10 CM	9692 FF-S	58450 BLAIR-RACKS, TABLES, FIXTURES	6/14/2007
	9692		
	Total		
Equipment Locati	on: 4401 North IH 3	5, Suite 869 Round rock, TX 78664	
10 CM	9693 FF-S	56896 PRO MOTION-TV & VCR	2/15/2007
10 CM			

2/15/2007

56897 UNITED VAN-BLAIR FIX FRT

	JUJJ 11 5		2/13/2007
10 CM	9693 FF-S	56898 UNITED VAN-BLAIR FIX FRT	2/22/2007
10 CM	9693 FF-S	56899 JOSLIN-TAX-FIXTURES	2/15/2007
10 CM	9693 FF-S	56900 ROADWAY-EXCALIBUR FIX FRT	2/15/2007
10 CM	9693 FF-S	56929 JOSLIN-FIXTURES w/TAX	2/15/2007
10 CM	9693 FF-S	56952 W B MASON-FILES	3/2/2007
10 CM	9693 FF-S	56953 MELVIN S ROOS-TABLES	2/15/2007
10 CM	9693 FF-S	56955 OLD DOMINION-FIXTURE FRT	2/20/2007
10 CM	9693 FF-S	57007 BLAIR-CASHWRAP	2/15/2007
10 CM	9693 FF-S	57043 EXCALIBUR-SHELVING SYS	2/15/2007
10 CM	9693 FF-S	57092 BLAIR-RACKS & FIXTURES	2/26/2007
10 CM	9693 FF-S	57093 BLAIR-TAX-RACKS & FIXTURES	2/26/2007

# 9693

Total

### Equipment Location: 7051 south Desert Blvd, Suite C-333 Canutillo, TX 79835

10 CM	9694 FF-S	60001 JOSLIN-RACKS, FIXTURES	10/10/ 2007
10 CM	9694 FF-S	60002 JOSLIN-TAX-RACKS, FIXTURES	10/10/ 2007
10 CM	9694 FF-S	60595 ROADWAY-EXCALIBUR FIX FRT	10/10/ 2007
10 CM	9694 FF-S	60596 TWIN MODAL-BLAIR FIX FRT	10/10/ 2007
10 CM	9694 FF-S	60598 BLAIR-CASHWRAP, FIXTURES	10/10/ 2007
10 CM	9694 FF-S	60793 EXCALIBUR-SHELVING SYS	10/10/ 2007
	9694		

Total

# Equipment Location: 1900 Military Road Niagara Falls, NY 14302

10 CM	9166 FF-S	15928 SHELVES REDO 1998	2/1/1998
10 CM	9166 FF-S	15931 LYNN LADDER 1998	2/1/1998
10 CM	9166 FF-S	15937 JOSLIN DISPLAYS	2/1/1998
10 CM	9166 FF-S	15938 ROSE DISPLAYS	2/1/1998
10 CM	9166 FF-S	20173 JOSLIN DISPLAY, INC	4/15/1999
10 CM	9166 FF-S	21210 VALLEY PLASTIC CO., INC.	6/16/1999
10 CM	9166 FF-S	21865 PLASTICRAFTERS	10/18/ 1999

10 CM	9166 FF-S	22088 PLASTICRAFTERS	10/18/ 1999
10 CM	9166 FF-S	22313 JOSLIN DISPLAYS, INC.	11/8/1999
10 CM	9166 FF-S	22314 GUSTAFSON ENTERPRISES	11/8/1999
10 CM	9166 FF-S	22764 PLASTICRAFTERS	12/17/ 1999
10 CM	9166 FF-S	23623 MULTIFAB PLASTICS, INC.	2/7/2000
10 CM	9166 FF-S	24501 *ROSE DISPLAYS	5/8/2000
10 CM	9166 FF-S	25728 WM PRAGER, LTD.	8/1/2000
10 CM	9166 FF-S	36667 SECUREX	1/28/2003
10 CM	9166 FF-S	38369 BOSCO - RACKS/ACCESSORIES UNIT	5/8/2003
10 CM	9166 FF-S	38372 ALTERNATIVES MFG MANN. FORM	5/8/2003
10 CM	9166 FF-S	38373 PRO-MOTION - VCR	5/8/2003
10 CM	9166 FF-S	38374 JOSLIN DISPLAYS - FIXTURES	5/8/2003
10 CM	9166 FF-S	40641 BOSCO-FIXTURES	10/5/2003
10 CM	9166 FF-S	41252 WH FY' 04 Fixture Distribution	1/4/2004
10 CM	9166 FF-S	51700 JOSLIN-STEAMER W/TX	3/15/2006
10 CM	9166 FF-S	58148 EXCALIBUR SHELVING SYSTEM	6/21/2007
10 CM	9166 FF-S	58252 NEMF-EXCALIBUR FIX FRT	6/22/2007

10 CM	9166 FF-S	58253 NEMF-JOSLIN FIX FRT	6/22/2007
10 CM	9166 FF-S	58354 MELVIN ROOS-TABLES	6/22/2007
10 CM	9166 FF-S	58355 BLAIR-FIXTURES	6/22/2007
10 CM	9166 FF-S	58644 BLAIR-FIXTURES	6/22/2007
10 CM	9166 FF-S	59597 JOSLIN-MANNEQUINS FIXTURES	6/22/2007
	9166		

Total

# Equipment Location: 4700 McKnight Road Pittsburgh, PA 15237

10 CM	9280 FF-S	16636 LYNN LADDER 1998	2/1/1998
10 CM	9280 FF-S	36734 SECUREX	1/28/2003
10 CM	9280 FF-S	52108 JOSLIN-MANNEQUINS	4/21/2006
10 CM	9280 FF-S	53983 INTERIOR REBRANDING	4/30/2006
10 CM	9280 FF-S	55398 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	9280 FF-S	55399 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM 10 CM	9280 FF-S 9280 FF-S	<ul><li>55399 MARKETING BRANDING 10/18/06</li><li>58890 OZ MANNEQUINS-PREM.PANT FORMS</li></ul>	
			2006
10 CM	9280 FF-S	58890 OZ MANNEQUINS-PREM.PANT FORMS	2006 6/1/2007

10 CM

	9280 FF-S	59955 JOSLIN-TAX-MANNEQUINS, FIXTURE	9/24/2007
10 CM	9280 FF-S	60250 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007

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Company	Location Name Division	Asset Type Asset Description	Insrv Date
10 CM	1 9280 FF-S	60251 NEMF-EXCALIBUR FIX FRT	9/24/2007
10 CM	1		
10 CN	9280 FF-S	60252 EXCALIBUR-SHELVING SYSTEM	10/8/2007
10 CN	9280 FF-S	60253 BLAIR-FIXTURES & MILLWORK	9/24/2007
	9280 FF-S	60254 TWIN MODAL-BLAIR FIX FRT	9/24/2007
	9280 Total		
Equipment	Location: 2295 Richmond	Avenue Staten Island, NY 10314	
10 CN	1 9388 FF-S	17204 LYNN LADDER 1998	2/1/1998
10 CM	1 9388 FF-S	45261 UPS-JOSLIN FIX FRT	9/11/2004
10 CN	1 9388 FF-S	45262 JOSLIN DISPLAY - FIXTURES	9/10/2004
10 CN	1 9388 FF-S	45263 JOSLIN DISPLAY - TAX/FIXTURES	9/10/2004
10 CM		49719 JOSLIN-FIXTURES	11/8/2005
	/50011-5	17/17 JOBENTIATORES	11/0/2005

10 CM	9388 FF-S	49720 JOSLIN-TAX-FIXTURES	11/8/2005
10 CM	9388 FF-S	49849 JOSLIN PREPAID FIXTURES	11/8/2005
10 CM	9388 FF-S	50432 TWIN MODAL-CAPACITY FIX FRT	11/7/2005
10 CM	9388 FF-S	50433 BLAIR-CAPACITY FIXTURES	11/17/ 2005
10 CM	9388 FF-S	50434 BLAIR-TAX-CAPACITY FIXTURES	11/17/ 2005

10 CM	9388 FF-S	52164 JOSLIN-MANNEQUINS	4/21/2006
10 CM	9388 FF-S	54032 INTERIOR REBRANDING	4/30/2006
10 CM	9388 FF-S	55500 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	9388 FF-S	55501 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM	9388 FF-S	58273 NEMF-FIX FRT	6/28/2007
10 CM	9388 FF-S	58274 NEMF-EXCALIBUR FIX FRT	6/28/2007
10 CM	9388 FF-S	58275 NEMF-FIX FRT	6/28/2007
10 CM	9388 FF-S	58327 ROBELAN-DISPLAY FIXTURES	6/27/2007
10 CM	9388 FF-S	58400 EXCALIBUR-SHELVING SYSTEM	6/27/2007
10 CM	9388 FF-S	58523 JOSLIN-FIXTURES FROM PREPAID	6/27/2007
10 CM	9388 FF-S	58553 JOSLIN-FIXTURES	6/27/2007
10 CM	9388 FF-S	58554 JOSLIN-TAX-FIXTURES	6/27/2007
10 CM	9388 FF-S	58674 W B MASON-FILES	6/27/2007
10 CM	9388 FF-S	58675 BLAIR-CASHWRAP/FIXTURES	6/29/2007
10 CM	9388 FF-S	58941 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007
10 CM	9388 FF-S	59187 ROBELAN-FIXTURES FROM PREPAID	6/21/2007
10 CM	9388 FF-S	59211 JOSLIN FIXTURES FROM PREPAID	6/27/2007

2	9388 Total		
10 CM	9388 FF-S	60334 UNITED VAN-BLAIR FIX FRT	6/27/2007
10 CM	9388 FF-S	60333 BLAIR-SHELVES	10/4/2007
10 CM	9388 FF-S	60332 NEMF-JOSLIN FIX FRT	6/27/2007
10 CM	9388 FF-S	60331 NEMF-FIXTURE FRT	6/27/2007
10 CM	9388 FF-S	60330 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
10 CM	9388 FF-S	59814 ACE-MERCH FIXTURES	9/6/2007

# Equipment Location: 14300 East 42nd Avenue Independence, MO 64055

10 CM	9777 FF-S	55881 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	9777 FF-S	55882 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM	9777 FF-S	59129 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007
10 CM	9777 FF-S	59683 JOSLIN-RACK	8/29/2007
10 CM	9777 FF-S	59684 JOSLIN-TAX-RACK	8/29/2007
10 CM	9777 FF-S	59848 ACE-MERCH FIXTURES	9/28/2007
10 CM	9777 FF-S	59850 BLAIR-CASHWRAP, WALL UNITS	9/28/2007
10 CM	9777 FF-S	59892 EXCALIBUR-SHELVING SYSTEM	9/28/2007
10 CM	9777 FF-S	59920 JOSLIN-FIXTURES FROM PREPAID	9/28/2007

10 CM	9777 FF-S	59983 JOSLIN-FIXTURES	9/17/2007
10 CM	9777 FF-S	59984 JOSLIN-TAX-FIXTURES	9/17/2007
10 CM	9777 FF-S	60666 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
10 CM	9777 FF-S	60667 ROADWAY-EXCALIBUR FIX FRT	9/28/2007
10 CM	9777 FF-S	60668 BLAIR-RACKS, TABLES, ACCESSORY	9/28/2007
10 CM	9777 FF-S	60669 AIRE-RIDE-BLAIR FIX FRT	9/28/2007
	9777 Total		

# Equipment Location: 902 W. Kimberly Road Davenport, IA 52806

10 CM	[	9792 FF-S	30700 FYE00 CONV # 7020	7/31/1999
10 CM	ĺ	9792 FF-S	30771 FYE01 CONV # 7020	7/29/2000
10 CM	l	9792 FF-S	37031 SECUREX	1/28/2003
10 CM	Ι	9792 FF-S	52386 JOSLIN-MANNEQUINS	4/7/2006
10 CM	I	9792 FF-S	54276 INTERIOR REBRANDING	4/30/2006
10 CM	Í	9792 FF-S	55901 MARKETING BRANDING 5/15/06	5/15/2006
10 CM	[	9792 FF-S	55902 MARKETING BRANDING 10/18/06	10/18/ 2006
10 CM	[	9792 FF-S	56048 DOTY-INTERIOR REBRAND	10/9/2006
10 CM	ſ	9792 FF-S	59139 OZ MANNEQUINS-PREM.PANT FORMS	6/1/2007

	9	792 Total		
-	10 CM	9792 FF-S	60680 AIRE-RIDE-BLAIR FIX FRT	9/26/2007
-	10 CM	9792 FF-S	60679 TWIN MODAL-TABLE FRT OAKHILL/S	7/30/2007
	10 CM	9792 FF-S	59852 BLAIR-CASHWRAP,SHELVES	9/26/2007
	10 CM	9792 FF-S	59716 JOSLIN-FIXTURES	9/22/2007
	10 CM	9792 FF-S	59688 JOSLIN-FIXTURES	8/30/2007

# Equipment Location: 1301 Avenue of the Americas, New York, NY 10019

11 RUSA	5013 FF-S	49296 MONARCH INDUSTRIES - FIXTURES	8/18/2005
11 RUSA	5013 FF-S	49528 UNITED VAN-MONARCH FIX FRT	9/2/2005
11 RUSA	5013 FF-S	56749 JOSLIN-FIXTURES	3/20/2007
11 RUSA	5013 FF-S	56977 FIXTURE ONE-FIXTURES	3/21/2007
11 RUSA	5013 FF-S	57115 JOSLIN-SHOE RACK	4/9/2007
11 RUSA	5013 FF-S	58234 BLAIR-H RACKS	5/27/2007
11 RUSA	5013 FF-S	58236 TWIN MODAL-BLAIR FIX FRT	5/27/2007
11 RUSA	5013 FF-S	58237 JOSLIN-FIXTURES-RACKS	5/27/2007
11 RUSA	5013 FF-S	58321 CROWN METAL-STANDARDS	5/27/2007
11 RUSA	5013 FF-S	59487 JOSLIN-FIXTURES	8/31/2007

	5013 Total		
11 RUSA	5013 FF-S	60739 NEMF-BURNSTEIN FIX FRT	8/31/2007
11 RUSA	5013 FF-S	60006 CROWN METAL-STANDARDS	8/31/2007
11 RUSA	5013 FF-S	59720 JOSLIN-PHASE II FIX	8/27/2007
11 RUSA	5013 FF-S	59501 LEO D BERSTEIN-FORMS	8/31/2007

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Company
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**Location Name** 

Description

Asset

Insrv Date

# Equipment Location: 1625 Nothern Blvd., Manhasset, NY 11030

Division

11 RUSA	5029 FF-S	49677 NEW ERA-FIXTURES	11/11/ 2005
11 RUSA	5029 FF-S	49678 UNITED VAN-NEW ERA FRT	11/15/ 2005
11 RUSA	5029 FF-S	49679 CAHILL-CART	11/11/ 2005
11 RUSA	5029 FF-S	49680 CAHILL-SHELVING	11/11/ 2005
11 RUSA	5029 FF-S	49681 B & G LIEB-SEW MACHINE FRT	11/9/2005
11 RUSA	5029 FF-S	49825 NEW ERA-CASHWRAP, FIXTURES, FRT	11/11/ 2005
11 RUSA	5029 FF-S	49827 CAHILL-SHELVING SYS	11/11/ 2005
11 RUSA	5029 FF-S	49828 JOSLIN-FIXTURES,FRT	11/11/ 2005
11 RUSA	5029 FF-S	49830 W.B.MASON-FILE,DESK,CHAIR	11/11/ 2005
11 RUSA	5029 FF-S	49831 B&G LIEBERMAN-IRON STATION	11/11/ 2005
11 RUSA	5029 FF-S	49832 PAM INTERN' L-FIXTURE	11/11/ 2005
11 RUSA	5029 FF-S	49833 NEMF/OLD DOM-FIXTURE FRT	11/11/ 2005
11 RUSA	5029 FF-S	49834 OLD DOMINION-CORP SAFE FRT	11/11/ 2005
11 RUSA	5029 FF-S	50608 NEW ARA-MILLWORK	11/29/ 2005
11 RUSA	5029 FF-S	50609 NEMF-BERNSTEIN FIX FRT	11/11/ 2005
	202711.0		2005

11 RUSA	5029 FF-S	50610 OLD DOMINION-SEW MACHINE FRT	11/11/ 2005
11 RUSA	5029 FF-S	50611 OLD DOMINION-GLASS FIX FRT	11/15/ 2005
11 RUSA	5029 FF-S	50612 OLD DOMINION-CAPITAL HW FIX FR	11/14/ 2005
11 RUSA	5029 FF-S	50613 OLD DOMINION-JOCKEY FIX FRT	11/15/ 2005
11 RUSA	5029 FF-S	50614 OLD DOMINION-TENNSCO SIX FRT	11/11/ 2005
11 RUSA	5029 FF-S	50615 ROADWAY-NEWOOD FIX FRT	11/11/ 2005
11 RUSA	5029 FF-S	50616 JOSLIN-FIXTURES	11/11/ 2005
11 RUSA	5029 FF-S	50617 CAHILL-SHELVING	11/22/ 2005
11 RUSA	5029 FF-S	50618 DEMARTINO-FURNITURE	12/14/ 2005
11 RUSA	5029 FF-S	50619 JOCKEY-DISPLAY FIXTURE	11/21/ 2005
11 RUSA	5029 FF-S	50620 W.B.MASON-DESK	11/11/ 2005
11 RUSA	5029 FF-S	50621 B&G LIEBERMAN-MACHINES & PRESS	11/11/ 2005
11 RUSA	5029 FF-S	50622 JOSLIN-FIXTURES	11/30/ 2005
11 RUSA	5029 FF-S	51168 LEO BERNSTEIN-FORMS	11/11/ 2005
11 RUSA	5029 FF-S	51305 WH DIST FYE' 06	1/1/2006
11 RUSA	5029 FF-S	51628 OLD DOMINION-JOSLIN FIX FRT	11/29/ 2005
11 RUSA	5029 FF-S	51630 B&G LIEBERMAN-SEWING MACHINE	1/6/2006

502	9 Total		
11 RUSA	5029 FF-S	54434 POP-TABLES	11/7/2006
11 RUSA	5029 FF-S	53466 B&G LIEBERMAN-INSTALL BLINDSTI	4/6/2006
11 RUSA	5029 FF-S	52463 JOSLIN-FIXTURES	4/28/2006
11 RUSA	5029 FF-S	51632 NEW ERA-GLASS UNIT TOP	3/10/2006
11 RUSA	5029 FF-S	51631 B&G LIEBERMAN-SEWING MACHINE	1/5/2006

# Equipment Location: 17 W. 180 22nd Street, Oakbrook Terrace, IL 60181

11 RUSA	5030 FF-S	56756 CAHILL-SHELVING SYS	3/1/2007
11 RUSA	5030 FF-S	56757 B&G LIEBERMAN-PRESS BOILER	3/1/2007
11 RUSA	5030 FF-S	56758 UNITED VAN-FIX FRT	3/15/2007
11 RUSA	5030 FF-S	56759 JOSLIN-FIXTURES	3/12/2007
11 RUSA	5030 FF-S	56773 FIXTURE ONE-FIXTURES	3/1/2007
11 RUSA	5030 FF-S	56776 OLD DOMINION-FIX FRT	3/1/2007
11 RUSA	5030 FF-S	56777 B&G LIEBERMAN-SEWING/STEAM SYS	3/1/2007
11 RUSA	5030 FF-S	56979 MELVIN S ROOS-SHOE RISER	3/1/2007
11 RUSA	5030 FF-S	56980 FIXTUREONE-INSTALL FIXTURES	3/1/2007
11 RUSA	5030 FF-S	56981 W B MASON-DESK,FILES,CHAIRS	3/1/2007

11 RUSA	5030 FF-S	56982 FIXTUREONE-FIXTURES	3/1/2007
11 RUSA	5030 FF-S	56983 OLD DOMINION- FIX FREIGHT	3/1/2007
11 RUSA	5030 FF-S	57025 FIXTURE ONE-CASHWRAP	3/1/2007
11 RUSA	5030 FF-S	57116 BERNSEIN-MANNEQUINS	3/1/2007
11 RUSA	5030 FF-S	57117 AIRE RIDE-FIX ONE FRT	3/23/2007
11 RUSA	5030 FF-S	57504 OLD DOMINION-RETAIL FIX FRT	3/5/2007
11 RUSA	5030 FF-S	57505 OLD DOMINION-FIXTURE FRT	3/1/2007
11 RUSA	5030 FF-S	57506 OLD DOMINION-BERNSTEIN FRT	3/5/2007
11 RUSA	5030 FF-S	57507 OLD DOMINION-CAP HW FRT	3/5/2007
11 RUSA	5030 FF-S	57508 OLD DOMINION-JOSLIN FIX FRT	3/5/2007
11 RUSA	5030 FF-S	58125 JOSLIN-FIXTURES	3/1/2007
11 RUSA	5030 FF-S	58126 JOCKEY-FIXTURES	3/15/2007
11 RUSA	5030 FF-S	58323 JOCKEY-MERCH FIXTURES	4/21/2007
11 RUSA	5030 FF-S	58516 BG LIEBERMAN-SEWING MACH INSTA	3/14/2007
11 RUSA	5030 FF-S	60013 CROWN METAL-STANDARDS	5/16/2007
11 RUSA	5030 FF-S	60740 ROADWAY-EXCALIBUR FIX FRT	7/9/2007
	5030		

Total

11 RUSA	5031 FF-S	53677 CAHILL-SHELVING SYS	10/2/2006
11 RUSA	5031 FF-S	53679 FIXTURE ONE - FIXTURES	10/3/2006
11 RUSA	5031 FF-S	53680 FIXTURE ONE-FIXTURES	10/3/2006
11 RUSA	5031 FF-S	53800 OLD DOMINION-CAHIL FIX FRT	9/18/2006
11 RUSA	5031 FF-S	53801 ROADWAY-NEWOOD FIX FRT	10/3/2006
11 RUSA	5031 FF-S	53802 RED LINE-FIX FRT	10/3/2006
11 RUSA	5031 FF-S	53803 BERNSTEIN-MANNEQUINS	10/3/2006
11 RUSA	5031 FF-S	53804 JOSLIN-FURN & FIXTURES	10/3/2006
11 RUSA	5031 FF-S	53840 B&G LIEBERMAN-SEW&PRESS	10/3/2006
11 RUSA	5031 FF-S	53841 B&G LIEBERMAN-SEWING MACHINE	10/3/2006
11 RUSA	5031 FF-S	53842 POP SALES-FIXTURES	10/3/2006
11 RUSA	5031 FF-S	53843 WB MASON-FURNITURE	10/3/2006
11 RUSA	5031 FF-S	54407 CAHILL-SHELVING	10/18/ 2006
11 RUSA	5031 FF-S	54408 JOCKEY-FIXTURES	10/16/ 2006
11 RUSA	5031 FF-S	54509 NEMF-BERNSTEIN FIX FRT	10/3/2006
11 RUSA	5031 FF-S	54510 NEMF-JOSLIN FIX FRT	10/3/2006

11 RUSA	5031 FF-S	54511 OLD DOMINION-MOBILE FIX FRT	10/23/ 2006
11 RUSA	5031 FF-S	54512 OLD DOMINION-OLD CASTLE FIX FR	10/9/2006

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Company	Location Nam	e <u>Division</u>	Asset Type	Asset	Description	Insrv Date
11 RU	JSA					
		5031 FF-S	54513 OL	D DOMINIO	N-LIEBERMAN FIX FRT	10/3/2006
11 RU	JSA	5031 FF-S	54514 OL	D DOMINIO	N-CAPITOL FIX FRT	10/9/2006
11 RU	JSA	5031 FF-S	54515 OL	D DOMINIO	N-JOCKEY FIX FRT	10/9/2006
11 RU	JSA	5031 FF-S	54516 CA	LVIN KLEIN	-FIX FRT	11/22/ 2006
11 RU	JSA	5031 FF-S	56096 JO	SLIN-FIXTUF	RES	10/23/ 2006
11 RI	JSA	5031 FF-S	56097 TW	/IN MODAL-	FIXTURE ONE FRT	10/3/2006
11 RI	JSA	5031 FF-S	56731 SC	OTT SIGN SY	S-INTERIOR SIGNS	10/17/ 2006
11 RU	JSA	5031 FF-S	56764 EL	LIOT SEWIN	G-MACHINE PARTS	12/6/2006
11 RU	JSA	5031 FF-S	56986 ME	ELVIN S ROO	S-SHOE RISER	3/7/2007
11 RU	JSA	5031 FF-S	58128 JO	SLIN-SIGNH(	OLDERS	1/2/2007
	5031	Total				
Equipment	Location: 45	0 North State R	oute 17, Par	amus, NJ 076	552	
11 RU	JSA	5032 FF-S	59725 B&	G LIEBERM	AN-STEAM PRESS	9/13/2007
11 RU	JSA	5032 FF-S	59726 AB	LE STEAM-1	AYLOR SHOP EQUIP	9/21/2007
11 RU	JSA	5032 FF-S	59879 EX	CALIBUR SH	IELVING SYSTEM	9/13/2007
11 RU	JSA	5032 FF-S	59880 LE	O D BERSTE	IN-MANNEQUINS	9/13/2007

11 RUSA	5032 FF-S	59882 FIXTUREONE-CASHWRAP, FIXTURES	9/13/2007
11 RUSA	5032 FF-S	59921 JOSLIN-FIXTURES FROM PREPAID	9/13/2007
11 RUSA	5032 FF-S	60015 B&G LIEBERMAN-BOILER MINIPAC	9/13/2007
11 RUSA	5032 FF-S	60016 JOSLIN-SHOE STOOL	10/17/ 2007
11 RUSA	5032 FF-S	60017 JOCKEY-MERCH FIX	9/26/2007
11 RUSA	5032 FF-S	60018 JOSLIN-FIXTURES	9/13/2007
11 RUSA	5032 FF-S	60019 JOSLIN-RACK, STEAMER	9/13/2007
11 RUSA	5032 FF-S	60020 JOSLIN-FIXTURE CLIPS	9/28/2007
11 RUSA	5032 FF-S	60021 CROWN METAL-STANDARDS	9/13/2007
11 RUSA	5032 FF-S	60741 AIRE-RIDE-RETAIL FIX FRT	9/13/2007
11 RUSA	5032 FF-S	60742 NEMF-JOSLIN FIX FRT	9/13/2007
11 RUSA	5032 FF-S	60743 NEMF-EXCALIBUR FIX FRT	9/13/2007
11 RUSA	5032 FF-S	60744 NEMF-FIXTURE FRT	9/13/2007
11 RUSA	5032 FF-S	60745 NEMF-BURNSTEIN FIX FRT	9/13/2007
11 RUSA	5032 FF-S	60746 FIXTUREONE-FIXTURES	9/13/2007
11 RUSA	5032 FF-S	60748 FIXTUREONE-MILLWORK INSTALL	9/13/2007
11 RUSA	5032 FF-S	60751 CRATE & BARREL-VISUAL FIXTURES	9/13/2007

# 5032

Total

# Equipment Location: 150 Allendale Rd., Building 1, 2nd Floor, King of Prussia, PA 19406

11 RUSA			
	5033 FF-S	59491 ABLE STEAM-PRESS	8/16/2007
11 RUSA	5033 FF-S	59493 JOSLIN-FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59502 W B MASON-FILES, DESKS, CHAIRS	8/22/2007
11 RUSA	5033 FF-S	59503 MELVIN ROOS-SHOE RISERS	8/22/2007
11 RUSA	5033 FF-S	59504 ALLUMINARE-PENDANT LIGHT	8/16/2007
11 RUSA	5033 FF-S	59505 URBAN OUTFITTERS-VISUAL FIXTUR	8/16/2007
11 RUSA	5033 FF-S	59506 CRATE BARREL-VISUAL FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59507 FIXTUREONE-MERCH FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59508 IKEA-VISUAL FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59509 MARLITE-MERCH FIXTURES	8/22/2007
11 RUSA	5033 FF-S	59574 ONTARIO-RUGS	8/16/2007
11 RUSA	5033 FF-S	59586 FIXTURE ONE-CASHWRAP, FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59587 CRATE & BARREL-FURN & FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59588 EXCALIBUR-SHELVING	8/16/2007

	5033 Total		
11 RUSA	5033 FF-S	60769 NEMF-BURNSTEIN FIX FRT	8/16/2007
11 RUSA	5033 FF-S	60768 FIXTUREONE-FIXTURE INSTALL	8/30/2007
11 RUSA	5033 FF-S	60767 NEMF-JOSLIN FIX FRT	8/16/2007
11 RUSA	5033 FF-S	60766 NEMF-FIXTURE FRT	8/16/2007
11 RUSA	5033 FF-S	60765 NEMF-EXCALIBUR FIX FRT	8/16/2007
11 RUSA	5033 FF-S	60764 AIRE-RIDE-JOCKEY FIX FRT	8/28/2007
11 RUSA	5033 FF-S	60028 CLEARR-VISUAL FIXTURE	8/16/2007
11 RUSA	5033 FF-S	60027 JOCKEY-MERCH FIX	9/26/2007
11 RUSA	5033 FF-S	60026 JOSLIN-SHOE STOOL	10/17/ 2007
11 RUSA	5033 FF-S	60025 CROWN METAL-FIXTURE	10/12/ 2007
11 RUSA	5033 FF-S	59910 MARSHALLS-VISUAL FIXTURES	8/16/2007
11 RUSA	5033 FF-S	59886 B & G LIEBERMAN-IRON STAND	9/10/2007
11 RUSA	5033 FF-S	59884 LEO D BERSTEIN-MANNEQUINS	8/28/2007
11 RUSA	5033 FF-S	59883 M.ROOS-SHOE RISERS	8/28/2007
11 RUSA	5033 FF-S	59730 B&G LIEBERMAN-BLINDSTITCH	8/16/2007

Equipment Location: 202 Red Apple Court, Central Valley, NY 10917

11 RUSA	5401 FF-S	52575 CAHILL-SHELVING SYSTEM	6/30/2006
11 RUSA	5401 FF-S	52576 NEMF-JOSLIN FIX FRT	6/30/2006
11 RUSA	5401 FF-S	52577 ROADWAY-NEWOOD FIX FRT	6/30/2006
11 RUSA	5401 FF-S	52578 JOSLIN-WALL UNIT	6/30/2006
11 RUSA	5401 FF-S	53214 BLAIR-SHELVING	6/30/2006
11 RUSA	5401 FF-S	53215 BERNSTEIN-MANNEQUINS	6/30/2006
11 RUSA	5401 FF-S	53216 WB MSAON-DESK & FILE CABINET	6/30/2006
11 RUSA	5401 FF-S	53217 NEMF-FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53218 JOSLIN-FIXTURES	6/30/2006
11 RUSA	5401 FF-S	53423 NEMF-BERNSTEING FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53424 NEMF-JOSLIN FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53425 NEMF-BLAIR FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53426 BLAIR-SHELVING	7/19/2006
11 RUSA	5401 FF-S	53427 ROADWAY-JOSLIN FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53428 TWIN MODAL-BLAIR FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53429 JOCKEY-MERCH FIXTURE	7/14/2006
11 RUSA	5401 FF-S	53430 OLD DOMINION-FIX FRT	7/5/2006

11 RUSA	5401 FF-S	53431 OLD DOMINION-JOSLIN FIX FRT	7/3/2006
11 RUSA	5401 FF-S	53432 OLD DOMINION-JOCKEY FIX FRT	7/5/2006
11 RUSA	5401 FF-S	53433 OLD DOMINION-TENNSCO FIX FRT	6/30/2006
11 RUSA	5401 FF-S	53434 JOSLIN-FIXTURES	7/11/2006

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Company	Location Name	Division	Asset Type	Asset	Description	Insrv Date			
11 RU		401 FF-S	53467 BLAIR	R-FIXTUR	ES	6/30/2006			
11 RI		401 FF-S	53689 NEMF	-BLAIR F	IX FRT	7/12/2006			
11 RU		401 FF-S	53810 JOSLII	N-FIXTUR	RES	9/28/2006			
11 RU		401 FF-S	53856 JOSLII	N-FIXTUR	RES FROM PREPAID	6/30/2006			
11 RU		401 FF-S	54669 JOSLI	N-FIXTUR	RE FRT	10/31/ 2006			
11 RI		401 FF-S	56102 JOSLI	N-FIXTUR	RES	12/21/ 2006			
Equipment Location: 555 Turnpike Street, Canton, MA 02021 (Corporate Headquarters)									

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 141 CORP
 141
 080141SHOE RACKING - CONVEYCO
 9/17/2007

Casual Male Retail Group, Inc.

/S/ DENNIS R. HERNREICHBy:DENNIS R. HERNREICHTitle:EVP, COO, CFO

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### AMENDED AND RESTATED CASUAL MALE RETAIL GROUP, INC. LONG-TERM INCENTIVE PLAN

#### Section 1. Establishment and Purpose

Casual Male Retail Group, Inc. (the "Company") established a long-term incentive plan named the 2008 Casual Male Retail Group, Inc. Long-Term Incentive Plan, for the purpose of supporting the Company's ongoing efforts to attract, retain and develop exceptional talent and enable the Company to provide incentives directly linked to the Company's short and long-term objectives and increases in shareholder value. This document amends and restates the 2008 Casual Male Retail Group, Inc. Long-Term Incentive Plan in its entirety (as amended and restated, the "Plan"), effective as of May 3, 2010.

#### Section 2. Definitions

When used herein, the following capitalized terms shall have the meanings assigned to them, unless the context clearly indicates otherwise. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Company's 2006 Incentive Compensation Plan (the "Incentive Compensation Plan").

- (a) <u>Award</u> means an award under the Plan that is payable in the form of Cash, Options and/or Restricted Stock pursuant to the terms and conditions set forth in this Plan.
- (b) <u>Award Payment Choice</u> means the form of payment of an Award that a Participant selects in accordance with the terms hereof.
- (c) <u>Black-Scholes Valuation</u> means, with respect to an Option, the value of such Option as of the date of the valuation calculated utilizing the same formula and assumptions as the Company utilized for the purpose of valuing outstanding options in its most recently (meaning at the time of the valuation) prepared audited annual financial statement.
- (d) Cash means U.S. dollars.
- (e) <u>Commission</u> means the United States Securities and Exchange Commission or any successor agency.
- (f) <u>Grant Date</u> means each date on which the Committee grants Awards under the Plan for a fiscal year (which date shall occur after the Committee has reviewed the audited financial statements for the Company's fiscal year for which the Award is being made and determined the amount of each Participant's Award and normally is expected to be within 90 days after the end of each fiscal year.
- (g) <u>Incentive Compensation Plan</u> means the Company's 2006 Incentive Compensation Plan, as the same may hereinafter be amended from time to time.
- (h) Interest means the U.S. Prime Rate as reported in the Wall Street Journal on the Grant Date.

- (i) <u>Irrevocable Election Agreement</u> means the written agreement, substantially in the form of Exhibit A, between the Company and a Participant, which, together with the Plan, governs the Participant's rights to payment of an Award (adjusted for interest and dividends, as applicable) under the Plan.
- (j) Plan means this Amended and Restated Casual Male Retail Group, Inc. Long-Term Incentive Plan.
- (k) <u>Separation from Service</u> means the voluntary or involuntary severing of employment from the Company for any reason other than the Participant's death or Disability, determined in a manner consistent with the requirements of Section 409A(a)(2)(A)(i) of the Code and the Treasury Regulations and other guidance issued thereunder.
- (l) <u>Target Cash Value</u> means the amount in US Dollars determined by: multiplying (i) a Participant's actual annual base salary in effect at the commencement of a fiscal year by (ii) the long-term incentive program percentage designated in such Participant's executed Employment Agreement with the Company (or the percentage as otherwise designated in the Company's records).
- (m) <u>Treasury Regulations</u> means the regulations promulgated by the United States Treasury Department with respect to the Code, as amended from time to time.

#### Section 3. Establishment of Fiscal Year Target and Awards

Within 90 days after the start of each fiscal year of the Company, the Compensation Committee of the Board of Directors (the "Committee") will establish specific goals, in accordance with Section 8(b) of the Incentive Compensation Plan, based upon the achievement of one or more of the performance criteria set forth therein, upon which each Participant's Award shall be determined for that fiscal year. The Committee may establish a threshold goal (which if not achieved will result in no Award being payable), target and maximum goals for each Participant. The goals, performance criteria, and targets used may vary from one Participant to another in the sole discretion of the Committee. The Awards are intended to qualify as "performance-based compensation" exempt from the deduction limitations imposed under Section 162(m) of the Code. Accordingly the Awards shall be subject to all of the requirements in Section 8 of the Incentive Compensation Plan and such other terms and conditions as shall be necessary for the Awards to qualify for the exception to Section 162(m) of the Code.

To be eligible for an Award, a Participant must be actively employed as of the last day of the fiscal year and at the time the Award is distributed. Notwithstanding the foregoing, if a Participant retires on or after age 65 or leaves employment due to death or Disability (as defined in the Incentive Compensation Plan), before the end of the Plan year, he/she will receive a pro-rated Award calculated as set forth below. In order to be eligible to receive an Award under this Plan, a Participant must comply with all applicable state and federal regulations and Company policies.

If a Participant became a Participant during a fiscal year, but after the start of the fiscal year but is otherwise eligible, the Award to such Participant shall be calculated using a pro rata portion of such Participant's Target Cash Value, such pro rata portion to be determined by dividing the total number of calendar days elapsed during such fiscal year in which such Participant was actually employed by the Company as a Participant by the total number of calendar days in such fiscal year.

### Section 4. Validity; Irrevocable Election

A Participant shall elect to receive his or her Award for a given fiscal year by filing an Irrevocable Election Agreement, substantially in the form of Exhibit A attached hereto with the Company by no later than six (6) months before the close of the fiscal year in which the Award is to be earned. To be effective, a fully executed Irrevocable Election Agreement must be submitted by the Participant to the Company's Human Resources Department, with a copy to its General Counsel, prior to the deadline and shall thereafter be irrevocable and non-modifiable. A Participant who does not, for any reason, file an Irrevocable Election Agreement with the Company on a timely basis shall be deemed to have elected to have his or her entire Award paid in Cash. Each Award election shall remain in full force and effect for the three installment periods referred to below in Section 5.

### Section 5. Election; Award Determination; and Distribution

A Participant shall select in his or her Irrevocable Election Agreement for a fiscal year the portion of any Award for such fiscal year that will be payable in Cash, Restricted Stock or Options. The Committee may, in its discretion, require that all or any portion of a Participant's Award be paid in Restricted Stock and/or Options and not in cash. For the purpose of dividing an Award into the applicable Award Payment Choice, Options shall be valued at their Black-Scholes Value on the Grant Date of the Award and each Share of Restricted Stock shall be valued at its Fair Market Value on the Grant Date of the Award.

Awards will vest in three equal increments on the first, second and third anniversaries of the Grant Date of the Award, provided that the Participant's Continuous Service continues through the applicable vesting date. For example, if the Committee determines that Participants are entitled to make elections for the 2010 fiscal year, and grants the Awards on April 1, 2011 the Awards will vest in three equal installments on April 1, 2012, April 1, 2013 and April 1, 2014, respectively.

If a Participant elects Cash, the Company shall include Interest on any unpaid installment of the Award from the Grant Date of the Award until payment of such installment, and payment of each installment (and Interest thereon) shall be made at a time determined by the Company that is within 30 days after the date on which the right to the installment vests.

If a Participant elects Restricted Stock, the total number of the Shares to be issued as Restricted Stock will be determined on the Grant Date based upon the Fair Market Value of a Share on the Grant Date. The Participant may make an election under Section 83(b) of the Code on any portion of the Restricted Stock Award within 30 days after the date on which the Restricted Stock is transferred to the Participant and the Company shall retain the undistributed shares as custodian for the Participant, with the Shares subject to forfeiture due to Separation from Service. Until the Shares vest, the number of Shares is subject to adjustment pursuant to Section 6 (d) (iv) and Section 10 (c) of the Incentive Compensation Plan. The grant of Restricted Stock shall be evidenced by a Restricted Stock Award Agreement, in such form as shall be approved by the Committee.

If a Participant elects Options, the total number of Options to be issued will be determined and granted as of the Grant Date using the Black-Scholes valuation method based on the Fair Market Value of a Share on the Grant Date. Until the Options vest, the number of Options is subject to adjustment pursuant to Section 10 (c) of the Incentive Compensation Plan. The grant of an Option shall be evidenced by a Non-Qualified Stock Option Agreement, in such form as shall be approved by the Committee.

Except in the event of a Change in Control, all unpaid Cash, unvested Restricted Stock and unvested Options to which a Participant would otherwise be entitled shall be forfeited immediately upon the Participant's Separation from Service.

Awards made hereunder are being made pursuant to the Incentive Compensation Plan. In the event that, at the time an Award is granted, the Company does not have a sufficient number of shares remaining unissued under the Incentive Compensation Plan to issue such Award in Restricted Stock and/or Options, then, regardless of the election made by a Participant, such Award shall be paid in Cash to the extent of such insufficiency.

### Section 6. Change in Control.

If and to the extent that it would not violate the requirements of Section 409A of the Code, in the event of a Change in Control prior to a Participant's Separation from Service, the full value of the Participant's Award (including any remaining cash installments (and Interest thereon) that otherwise would have been payable to the Participant), shall immediately vest and be distributed as a lump sum to the Participant, as soon as practicable (but in no event more than five (5) business days) following the Change in Control.

### Section 7. No Acceleration of Benefits

In no event shall the acceleration of the time or schedule of any payment under the Plan be permitted, except to the extent that such acceleration would not violate Section 409A of the Code and the Treasury Regulations and other applicable guidance issued thereunder.

### Section 8. Amendment and Termination

This Plan may be amended or terminated in any respect at any time by the Committee; provided, however, that no amendment or termination of the Plan shall be effective to reduce any benefits that accrue and are vested before the adoption of such amendment or termination. If and to the extent permitted without violating the requirements of Section 409A of the Code, the Committee may require that the Awards of all Participants (including, without limitation, any remaining benefits payable to Participants receiving distributions in installments at the time of the termination) be distributed as soon as practicable after such termination, notwithstanding any elections by Participants with regard to the timing or form in which their benefits are to be paid. If and to the extent that the Committee does not accelerate the timing of distributions on account of

the termination of the Plan pursuant to the preceding sentence, payment of any remaining benefits under the Plan shall be made at the same times and in the same manner as such distributions would have been made under the terms of the Plan, as in effect at the time the Plan is terminated.

### Section 9. Unfunded Obligation

The obligations of the Company to pay any benefits under the Plan shall be unfunded and unsecured, and any payments under the Plan shall be made from the general assets of the Company. Participants' rights under the Plan are not assignable or transferable except to the extent that such assignment or transfer is permitted under the terms of the Incentive Compensation Plan.

### Section 10. Withholding

The Participants and personal representatives shall bear any and all federal, state, local or other taxes imposed on benefits under the Plan. The Company may deduct from any distributions under the Plan the amount of any taxes required to be withheld from such distribution by any federal, state or local government, and may deduct from any compensation or other amounts payable to the Participant the amount of any taxes required to be withheld with respect to any other amounts under the Plan by any federal, state or local government.

### Section 11 Applicable Law

This Plan shall be construed and enforced in accordance with the laws of the State of Delaware, except to the extent superseded by federal law.

### Section 12. Administration and Interpretation

The Plan will be administered by the Committee. The Committee will have broad authority to determine target Metrics, select performance objectives, adopt rules and regulations relating to the Plan and make decisions and interpretations regarding the provisions of the Plan, all subject to the terms and conditions of the Incentive Compensation Plan, including without limitation those set forth in Section 8 of the Incentive Compensation Plan. Benefits due and owing to a Participant under the Plan shall be paid when due without any requirement that a claim for benefits be filed. However, any Participant who has not received the benefits to which Participant believes himself or herself entitled may file a written claim with the Committee, who shall act on the claim within thirty days. Any decisions or interpretations by the Committee relating to benefits under the Plan shall be binding and conclusive on all affected parties. If a Participant's employment agreement conflicts with any provision of this Plan, the language of the employment agreement shall govern.

#### Section 13. Code Section 409A

It is intended that the Awards granted pursuant to this Plan be exempt from Section 409A of the Code ("Section 409A") because it is believed (i) the Awards payable in cash should qualify for the short-term deferral exception contained in Treasury Regulation §1.409A-1(a)(4), (ii) any Options granted pursuant to the Plan will have an exercise price that may never be less than the Fair Market Value of a Share on the Grant Date and the other requirements for the exemption of such options under Treasury Regulation 1.409A-1(a)(5)(i)(A) should be met; and (iii) any Shares of Restricted Stock granted under the Plan should be exempt as an award of restricted property pursuant to Treasury Regulation 1.409A-1(a)(6). The provisions of the Plan shall be interpreted in a manner consistent with that intent.

The Committee, in its sole discretion, and without the consent of any Participant or Beneficiary, may amend the provisions of this Plan to the extent that the Committee determines that such amendment is necessary or appropriate in order for the Awards made pursuant to the Plan to be exempt from the requirements of Section 409A, or if and to the extent that the Committee determines that Awards are not so exempt, to amend the Plan (and any agreements relating to any Awards) in such manner as the Committee shall deem necessary or appropriate to comply with the requirements of Section 409A.

Notwithstanding the foregoing, the Company does not make any representation to any Participant or Beneficiary that the Awards made pursuant to this Plan are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless any Participant or Beneficiary for any tax, additional tax, interest or penalties that the Participant or Beneficiary may incur in the event that any provision of the Plan or any Award agreement, or any amendment or any modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A.

#### Section 14. No Assignment.

Neither any Participant nor any Beneficiary nor any other person shall have any right to assign the rights to receive any payments or benefits hereunder, in whole or in part, which payments and benefits are non-assignable and non-transferable, whether voluntarily, or involuntarily.

### THIS SPACE IS LEFT BLANK INTENTIONALLY

### EXHIBIT A

### AMENDED AND RESTATED CASUAL MALE RETAIL GROUP, INC. LONG-TERM INCENTIVE PLAN AWARD IRREVOCABLE ELECTION AGREEMENT

#### TO: Sr. V.P. Human Resources (cc: General Counsel):

I, \_\_\_\_\_, hereby elect to receive my Award (as defined in the Amended and Restated Casual Male Retail Group, Inc. Long-Term Incentive Plan (the "Plan")) based upon the performance for the Company's fiscal year ending \_\_\_\_\_ as follows:

#### **Award Payment Choices**

	1st Installment	2nd Installment	<b>3rd Installment</b>
Cash	0	ő%	%
CMRG Restricted Stock	9	ő%	%
CMRG Stock Options	0	<u> </u>	%
Total:	100 %	% 100 %	100 %

[NOTE: Payments will vest in three (3) equal installments. You have the opportunity to decide the Award Payment Choice(s): cash, CMRG restricted stock or CMRG stock options for each equal installment. Your selected option(s) for any given year must equal 100%.]

I understand and acknowledge that this election is irrevocable and will remain in effect up through the third and final installment.

I understand and acknowledge that I must be employed on the dates each portion of the Award vests in order to qualify for payment of that installment.

I understand and acknowledge that if there is any conflict between this form or any part of it and the Plan, the provisions of the Plan shall govern.

I have hereunto set my hand and seal this \_\_ day of \_\_\_\_\_, 20\_\_.

(Signature)

(Printed name)

### CERTIFICATION

I, David A. Levin, certify that:

- 1. I have reviewed this quarterly report on Form 10-Q of Casual Male Retail Group, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 20, 2010

/s/ DAVID A. LEVIN

David A. Levin Chief Executive Officer

### CERTIFICATION

I, Dennis R. Hernreich, certify that:

- 1. I have reviewed this quarterly report on Form 10-Q of Casual Male Retail Group, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 20, 2010

/s/ DENNIS R. HERNREICH

Dennis R. Hernreich Chief Financial Officer

# CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Casual Male Retail Group, Inc. (the "Company") for the period ended July 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Levin, Chief Executive Officer of the Company, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification is being furnished as an exhibit to the Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except to the extent that the Company specifically incorporates this certification by reference.

Dated: August 20, 2010

#### /s/ DAVID A. LEVIN

David A. Levin Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

# CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Casual Male Retail Group, Inc. (the "Company") for the period ended July 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dennis R. Hernreich, Chief Financial Officer of the Company, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification is being furnished as an exhibit to the Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except to the extent that the Company specifically incorporates this certification by reference.

Dated: August 20, 2010

#### /s/ DENNIS R. HERNREICH

Dennis R. Hernreich Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.