

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Ted Baker Canada Inc., *et al.*,<sup>1</sup>

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 24-10699 (MEW)

Jointly Administrated

**NOTICE OF FILING OF UPDATED PROPOSED RECOGNITION ORDER AND  
ENTERED AMENDED AND RESTATED INITIAL ORDER**

PLEASE TAKE NOTICE that on April 24, 2024, Ted Baker Canada Inc., as the court-appointed foreign representative (the “Foreign Representative”) of the above-captioned debtors (the “Debtors”), which are the subject of jointly-administered proceedings under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the “Canadian Proceedings”) pending before the Ontario Superior Court of Justice in Toronto, Ontario, Canada (the “Canadian Court”), filed in this Court the *Verified Petition for Entry of Order Recognizing Foreign Main Proceedings and Granting Additional Relief* [Docket No. 6] (the “Verified Petition”), seeking, among other things, recognition of the Canadian Proceedings pursuant to Bankruptcy Code section 1517, as “foreign main proceedings” as such term is defined in Bankruptcy Code sections 1502(4) and attaching a proposed order granting such recognition (the “Proposed Recognition Order”);

PLEASE TAKE FURTHER NOTICE that on May 2, 2024, the Foreign Representative filed in this Court the *Supplement to Verified Petition for Entry of Order Recognizing Foreign Main Proceedings and Granting Additional Relief* [Docket No. 24] (the “Supplement to Verified Petition”) which, among other things, attached a copy of the proposed Amended and Restated Initial Order (the “Proposed ARIO”) submitted to the Canadian Court for approval a hearing held before the Canadian Court on May 3, 2024 (the “Comeback Hearing”);

PLEASE TAKE FURTHER NOTICE at the Comeback Hearing, the Canadian Court approved and entered the Proposed ARIO without change. Attached hereto as **Exhibit A** is a copy of the Amended and Restated Initial Order dated May 3, 2024 (the “ARIO”), which is substantially the same as the Proposed ARIO attached to the Supplemental Verified Petition.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is an updated and revised copy of the Proposed Recognition Order and attached hereto **Exhibit C** is a blackline showing the changes against the form of proposed order that was attached to the Verified Petition.

PLEASE TAKE FURTHER NOTICE that copies of the ARIO, Amended Proposed Recognition Order, and all other documents filed in this case can be accessed (i) a

---

<sup>1</sup> The Debtors in these chapter 15 cases, along with the last four digits of each Debtor’s U.S. Federal Employer Identification Number (“FEIN”) or Canada Revenue Agency Business Number (“BN”), are: Ted Baker Canada Inc. (BN 3889); Ted Baker Limited (FEIN 3341); OSL Fashion Services, Inc. (FEIN 1225); and OSL Fashion Services Canada (BN 7745).

www.alvarezandmarsal.com/TBRetail or (ii) from the Court's web site,  
http://ecf.nysb.uscourts.gov (a PACER login and password are required to retrieve documents).

DATED: May 6, 2024

Respectfully submitted,

**COLE SCHOTZ P.C.**

By: /s/ Warren A. Usatine

Warren A. Usatine, Esq.

Felice Yudkin, Esq.

Mark Tsukerman, Esq.

1325 Avenue of the Americas, 19<sup>th</sup> Floor

New York, NY 10019

(212) 752-8000

Email: wusatine@coleschotz.com

fyudkin@coleschotz.com

mstukerman@coleschotz.com

*Counsel to Foreign Representative*

**EXHIBIT A**

ARIO



Court File No. CV-24-00718993-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) FRIDAY, THE 3<sup>rd</sup>  
 )  
JUSTICE BLACK ) DAY OF MAY, 2024  
 )

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF TED BAKER CANADA INC., TED  
BAKER LIMITED, OSL FASHION SERVICES CANADA INC.,  
and OSL FASHION SERVICES, INC.

**AMENDED AND RESTATED INITIAL ORDER  
(amending the Initial Order dated April 24, 2024)**

**THIS APPLICATION**, made by Ted Baker Canada Inc. ("**Ted Baker Canada**"), Ted Baker Limited, OSL Fashion Services Canada Inc. ("**Fashion Canada**"), and OSL Fashion Services, Inc. ("**Fashion US**" and collectively with Ted Baker Canada, Ted Baker Limited, and Fashion Canada, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Applicants, the affidavit of Antoine Adams sworn April 24, 2024, and the Exhibits thereto (the "**Initial Adams Affidavit**"), the affidavit of Antoine Adams sworn May 1, 2024 and the Exhibits thereto (the "**Second Adams Affidavit**"), the pre-filing report dated April 24, 2024, of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed monitor of the Applicants, and the first report dated May 1, 2024 (the "**First Report**"), of A&M, in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), and the confidential supplement to the First Report, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the

submissions of counsel to the Applicants, the Monitor, the Interim Lender (as defined below), the DIP Lender (as defined below), and such other counsel present, and on reading the consent of A&M to act as Monitor.

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Initial Adams Affidavit and the Second Adams Affidavit, as applicable.

## **APPLICATION**

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

## **POSSESSION OF PROPERTY AND OPERATIONS**

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Applicants shall each be authorized and empowered to continue to retain and employ the employees, independent contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to use the central cash management systems currently in place as described in the Initial Adams Affidavit, including,

without limitation, the Blocked Accounts Arrangement, or, with the consent of the Monitor and the DIP Lender, replace them with other substantially similar central cash management systems (together, the “**Cash Management System**”) and that any present or future bank providing the Cash Management System, including the Canadian Imperial Bank of Commerce, HSBC Bank USA, National Association, and American Savings Bank, shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement (“**Plan**”) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, in accordance with the DIP Term Sheet (as defined below), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after April 24, 2024 (the “**Filing Date**”) to the extent that such expenses are incurred and payable by the Applicants:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee medical, dental, registered retirement savings plan contributions and similar benefit plans or arrangements), vacation pay and expenses, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing and servicing expenses;
- (b) all outstanding and future amounts invoiced to any of the Applicants from any independent contractors retained by any of the Applicants, payable prior to, on or after the Filing Date, in each case incurred in the ordinary course of business and consistent with existing payment arrangements;
- (c) all outstanding or future amounts related to honouring customer obligations, including customer pre-payments, deposits, gift cards, programs and other customer loyalty

- programs, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures;
- (d) the fees and disbursements of any Assistants retained or employed by the Applicants at their standard rates and charges;
  - (e) with the consent of the Monitor, and the DIP Lender, amounts owing for goods or services supplied to the Applicants prior to the Filing Date by:
    - (i) warehouse providers, logistics or supply chain providers, including transportation providers, customs brokers, freight forwarders and security and armoured truck carriers, and including amounts payable in respect of customs and duties for goods;
    - (ii) providers of information, internet, telecommunications and other technology, including e-commerce providers and related services;
    - (iii) providers of payment, credit, debit and gift card processing related services; and
    - (iv) other third-party suppliers or service providers if, in the opinion of the Applicants following consultation with the Monitor, such supplier or service provider is critical to the Business and ongoing operations of the Applicants and the Property (as hereinafter defined).

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by them in carrying on the Business in the ordinary course after the Filing Date, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicants following the Filing Date.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicants' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the Filing Date, or where such Sales Taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. **THIS COURT ORDERS** that, until a real property lease, including a sublease and related documentation (each, a "**Lease**") to which any Applicant is a party is disclaimed or resiliated in accordance with the CCAA or otherwise consensually terminated, such Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under such Lease (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the applicable landlord (each, a "**Landlord**") under such Lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicants or the making of the Initial Order or this Order) or as otherwise may



be negotiated between such Applicant and the Landlord from time to time (“**Rent**”), for the period commencing from and including the Filing Date, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Filing Date shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and (c) to not grant credit or incur liabilities except in accordance with the DIP Term Sheet or the ordinary course of the Business or pursuant to this Order or any other Order of the Court.

## **RESTRUCTURING**

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Term Sheet and the Definitive Documents (each as defined below), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of the Business or operations, and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$250,000 in the aggregate in any series of related transactions; provided that, with respect to leased premises, the Applicants may, subject to the requirements of the CCAA and paragraphs 12 and 13 herein, vacate, abandon or quit the whole (but not part of) and may permanently (but not temporarily) cease, downsize or shut down any of the Business or operations in respect of any leased premises;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as the applicable Applicant deems appropriate;
- (c) pursue all offers for sales of material parts of the Business or Property, in whole or in part, subject to prior approval of this Court obtained before any sale (except as

permitted by paragraph 11(a) above or the Realization Process Order granted by this Court on May 3, 2024);

- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor and the DIP Lender or further Order of the Court, any of their arrangements or agreements of any nature whatsoever and with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and
- (e) in consultation with, and with the oversight of the Monitor and in consultation with the DIP Lender, (i) engage in discussions with, and solicit proposals and agreements from, third parties in respect of the liquidation of the inventory, furniture, equipment and fixtures and other property located in and/or forming part of the Property (the "**Realization Solicitation Process**"), and return to Court for the approval of any such agreement, and (ii) with the assistance of any real estate advisor or other Assistants as may be desirable, pursue all avenues and offers for the sale, transfer or assignment of the Leases to third parties, in whole or in part, and return to Court for approval of any such sale, transfer or assignment,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that each Applicant shall provide each of the relevant landlords with notice of such Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes an Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by such Applicant on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the applicable Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

### **STAY OF PROCEEDINGS**

14. **THIS COURT ORDERS** that until and including August 2, 2024, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or any of their respective employees, directors, advisors, officers and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants, or their employees, directors, officers or representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of any Applicant that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or their respective employees, directors, officers, advisors and representatives acting in such capacities, or affecting the Business or the Property, are hereby

stayed and suspended except with the prior written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicants to carry on any business which they are not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a security interest; or (d) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, concession arrangement, licence or permit in favour of or held by the Applicants, except with the prior written consent of the Applicants and the Monitor, or leave of this Court. Without limiting the foregoing, no right, option, remedy, and/or exemption in favour of the relevant Applicants shall be or shall be deemed to be negated, suspended, waived and/or terminated as a result of the insolvency of the Applicants, the commencement of the within proceedings or any related recognition proceedings or this Order.

#### **NO PRE-FILING VS POST-FILING SET-OFF**

18. **THIS COURT ORDERS** that, other than as expressly provided for pursuant to the DIP Term Sheet, no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the Filing Date with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the Filing Date; or (b) are or may become due from the Applicants in respect of obligations arising prior to the Filing Date with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the Filing Date, in each case without the consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall prejudice any arguments any Person may want to make in seeking leave of the Court or following the granting of such leave.

#### **CONTINUATION OF SERVICES**

19. **THIS COURT ORDERS** that during the Stay Period,

- (a) all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply or license of goods, intellectual property and/or services, including without limitation all computer software, trademarks, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, freight services, transportation services, customs clearing, warehouse and logistics services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by the Applicants;
- (b) that all Persons who receive or collect proceeds from the sale of the Applicants' inventory for or on behalf of the Applicants, shall promptly remit such proceeds to the Applicants monthly, in accordance with existing arrangements without any additional set-off or deduction whatsoever; and
- (c) that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the the Filing Date are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the applicable Applicants and the Monitor, or as may be ordered by this Court.

## **NON-DEROGATION OF RIGHTS**

20. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration, in each case, provided on or after the Filing Date, nor shall any Person be under any obligation on or after the Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

## **KEY EMPLOYEE RETENTION PLAN**

21. **THIS COURT ORDERS** that the Key Employee Retention Plan (the “**KERP**”), as described in the Second Adams Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

22. **THIS COURT ORDERS** that the key employees referred to in the KERP (the “**Key Employees**”) shall be entitled to the benefit of and are hereby granted a charge on the Property, which charge shall not exceed an aggregate amount of USD \$250,000 (the “**KERP Charge**”), as security for amounts payable to the Key Employees pursuant to the KERP. The KERP Charge shall have the priority set out in paragraphs 48 and 50 hereof.

## **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

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

## **DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE**

24. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

25. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$5,000,000, as security for the indemnity provided in paragraph 24 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 48 and 50 herein.

26. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

#### **APPOINTMENT OF MONITOR**

27. **THIS COURT ORDERS** that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, partners, members, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) assist the Applicants with the Restructuring;
- (c) assist the Applicants, to the extent required by the Applicants or the DIP Lender, in their dissemination to the DIP Lender and its counsel and financial advisor of financial and other information as agreed to between the Applicants and the DIP Lender, which may be used in these proceedings, including reporting on a basis to be agreed with the DIP Lender;
- (d) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (e) advise the Applicants in their preparation of the Applicants' cash flow statements and the dissemination of other financial information;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) liaise and consult with any Assistants and any liquidator selected through the Realization Solicitation Process, to the extent required, with respect to all matters relating to the Property, the Business and such other matters as may be relevant to the proceedings herein;
- (h) be at liberty to engage independent legal counsel, advisors or such other persons, or utilize the services of employees of its affiliates, as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) assist the Applicants, to the extent required by the Applicants, with any matters relating to any foreign proceeding commenced in relation to any of the Applicants; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste



or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Occupational Health and Safety Act*, the *British Columbia Environmental Management Act*, the *British Columbia Riparian Areas Protection Act*, the *British Columbia Workers Compensation Act*, the *Alberta Environmental Protection and Enhancement Act*, the *Alberta Water Act*, the *Alberta Occupational Health and Safety Act*, the *Manitoba Environment Act*, the *Manitoba Contaminated Sites Remediation Act*, the *Manitoba Workplace Safety and Health Act*, the *Quebec Environmental Quality Act*, and the *Quebec Act Respecting Occupation Health and Safety*, and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicants, counsel to the Interim Lender and the DIP Lender and financial advisor thereto, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the Filing Date, by the Applicants as part of the

costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and, counsel to the Applicants, counsel to the Interim Lender and the DIP Lender and financial advisor thereto, in each case, on such terms as such parties may agree and are hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicants, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

34. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

#### **ADMINISTRATION CHARGE**

35. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$1,500,000, as security for their professional fees and disbursements incurred at their standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 48 and 50 hereof.

#### **INTERIM FINANCING**

36. **THIS COURT ORDERS** that on or after the Filing Date and until May 8, 2024, Ted Baker Canada and Ted Baker Limited are hereby authorized and empowered to continue to borrow from Canadian Imperial Bank of Commerce (in such capacity, the “**Interim Lender**”) under the existing credit facility (the “**Existing Credit Facility**”) pursuant to the Credit Agreement dated as of March 14, 2023 (as amended by a consent and first amendment agreement dated as of August 3, 2023, and as further amended by a second amendment agreement dated as of April 23, 2024, the “**Existing Credit Agreement**”) in order to finance the Applicants' working capital requirements and other general corporate purposes, capital expenditures and costs of these proceedings (each, an “**Interim Borrowing**” and collectively, the “**Interim Borrowings**”), provided that (i) such Interim Borrowings are to fund obligations which the Applicants, with the consent of the Monitor and the Interim Lender, deem to be necessary for the preservation of the Property or the Business,

(ii) such Interim Borrowings shall not, individually or in the aggregate, exceed USD \$7,000,000, (iii) such Interim Borrowings under the Existing Credit Facility shall accrue interest at the default rates set out in the Existing Credit Agreement, (iv) Fashion Canada and Fashion US shall be deemed to (a) guarantee and secure the Interim Borrowings, together with all interest accrued thereon and costs and expenses incurred in connection therewith (collectively, the “**Interim Borrowing Obligations**”), in the same manner as the other Obligations (as defined in the Existing Credit Agreement) that they have guaranteed and secured under the Existing Credit Agreement and the loan and security documents provided by them in connection therewith, and (b) ratify and acknowledge the guarantees and security they have provided in connection with the Existing Credit Agreement and the loan and security documents provided by them in connection therewith, in each case, without the need for any further guarantee, security or documentation from Fashion Canada or Fashion US, and (v) unless the Interim Lender provides its written waiver, the United States Bankruptcy Court shall have granted an Order pursuant to the *United States Bankruptcy Code*, 11 U.S.C., §§ 101 – 1532, as amended (the “**Bankruptcy Code**”): (a) provisionally recognizing, ordering and giving effect to this Order and the Interim Lender’s Charge in the United States, and (b) granting such other provisional relief that is sought by the Applicants, at the request of the Interim Lender.

37. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such amendments to the Existing Credit Agreement or other documents, if any, as may be reasonably required by the Interim Lender to facilitate any Interim Borrowings, provided that failure to execute any such documentation does not invalidate any Interim Borrowings or the validity or priority of the Interim Lender’s Charge.

38. **THIS COURT ORDERS** that the Interim Borrowings shall mature on May 8, 2024 and the Interim Borrowing Obligations shall be payable in full by the Applicants on such date.

39. **THIS COURT ORDERS** that (i) the Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property of each of the Applicants, which Interim Lender’s Charge shall, for greater certainty, not secure any obligation that exists before this Order is made, (ii) the Interim Lender’s Charge shall have the priority set out in paragraphs 48 and 50 hereof, (iii) the Interim Lender’s Charge shall be terminated, released and discharged upon indefeasible payment in full of the Interim Borrowing Obligations from the

proceeds of the First Advance (as defined in the DIP Term Sheet), without any other act or formality; and (iv) until indefeasible payment in full of the Interim Borrowings Obligations, all consents required of the DIP Lender in this Order and all rights afforded to the DIP Lender under paragraph 28(c), 46 and 47 of this Order shall also apply to the Interim Lender *mutatis mutandis*.

40. **THIS COURT ORDERS** in the event the Applicants fail to make the payment to the Interim Lender required by paragraph 38 herein, then upon three (3) business days' notice to the Applicants and the Monitor, the Interim Lender may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Existing Credit Agreement and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and, subject to further Order of the Court, set off and/or consolidate any amounts owing by the Interim Lender to any of the Applicants against the obligations of the Applicants to the Interim Lender under the Existing Credit Agreement, this Order or the Interim Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants or the Property and for the appointment of a trustee in bankruptcy of the Applicants.

41. **THIS COURT ORDERS** that the Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada with respect to any Interim Borrowings.

## **DIP FINANCING**

42. **THIS COURT ORDERS** that Ted Baker Canada and Ted Baker Limited are hereby authorized and empowered to obtain and borrow under a credit facility from the Canadian Imperial Bank of Commerce (the "**DIP Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and costs of these proceedings, provided that borrowings under such credit facility shall not, individually or in the aggregate, exceed USD \$28,000,000 unless permitted by further Order of this Court.

43. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicants and the DIP Lender dated as of May 1, 2024 (the "**DIP Term Sheet**"), filed.

44. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be required by the DIP Lender, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 48 and 50 hereof.

46. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Term Sheet or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Term Sheet or the Definitive Documents, the DIP Lender may cease making advances to the DIP Borrowers pursuant to the DIP Term Sheet and, upon approval of the Court, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants or the Property and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

47. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada with respect to any advances made under the DIP Term Sheet or the Definitive Documents.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

48. **THIS COURT ORDERS** that the priorities of the security interests granted by the Administration Charge, Interim Lender's Charge, the DIP Lender's Charge, the Directors' Charge and the KERP Charge (collectively, the "**Charges**"), and the Applicants to CIBC, as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of USD \$1,500,000);
- (b) Second – Interim Lender's Charge, until such Charge is terminated pursuant to paragraph 39;
- (c) Third - DIP Lender's Charge;
- (d) Fourth – Security granted with respect to the Existing Credit Facility (excluding the Interim Borrowings);
- (e) Fifth - Directors' Charge (to the maximum amount of USD \$5,000,000); and
- (f) Sixth – KERP Charge (to the maximum amount of USD \$250,000).

49. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

50. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including

deemed or constructive trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

51. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the other beneficiaries of the Charges (collectively, the “**Chargees**”), or further Order of this Court.

52. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Interim Borrowings or any amendment or document pursuant to paragraph 37, the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) None of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Term Sheet, the Interim Borrowings, the creation of the Charges, the Interim Borrowings or the execution, delivery or performance of any amendment or document pursuant to paragraph 37, the DIP Term Sheet or the Definitive Documents; and

- (c) the payments made by the Applicants pursuant to this Order, including with respect to the Existing Credit Facility or in respect of the Interim Borrowings and/or the DIP Term Sheet or the Definitive Documents, and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

53. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interests in such real property leases.

### **SEALING**

54. **THIS COURT ORDERS** that the KERP and related payment information attached as confidential supplement to the First Report are hereby sealed and shall not form part of the Court record, subject to further order of this Court.

### **SERVICE AND NOTICE**

55. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in the Globe & Mail a notice containing the information prescribed under the CCAA; and (b) within five (5) days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, or cause to be sent, in the prescribed manner (including by electronic message to the e-mail addresses as last shown in the Applicants' books and records), a notice to all known creditors having a claim against the Applicants of more than \$1,000, and (iii) prepare a list showing the names and addresses of such creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available, unless otherwise ordered by the Court.

56. **THIS COURT ORDERS** that any employee of any of the Applicants who is sent a notice of termination of employment or any other communication by the Applicants after the date hereof shall be deemed to have received such communication by no later than 8:00 a.m. Eastern Standard/Daylight Time on the fourth (4<sup>th</sup>) day following the date any such notice is sent, if such notice is sent by ordinary mail, expedited parcel or registered mail to the individual's address as



reflected in the Applicants' books and records; provided, however, that any communication that is sent to an employee of the Applicants by electronic message to the individual's corporate email address and/or the individual's personal email address as last shown in the Applicants' books and records shall be deemed to have been received twenty-four (24) hours after the time such electronic message was sent, notwithstanding that any such notices of termination of employment or other employee communication was sent pursuant to any other means.

57. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca//scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website shall be established in accordance with the Protocol with the following URL: [www.alvarezandmarsal.com/TBRetail](http://www.alvarezandmarsal.com/TBRetail) (the "**Monitor's Website**").

58. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicants' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicants and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third (3<sup>rd</sup>) business day following the date of forwarding thereof, if sent by ordinary mail.

59. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

#### **GENERAL**

60. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder.

61. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any or all of the Applicants, the Business or the Property.

62. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Foreign Representative (as defined below), the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, to the Foreign Representative and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants, the Foreign Representative and the Monitor and their respective agents in carrying out the terms of this Order.

63. **THIS COURT ORDERS** that the Applicants and the Monitor be at liberty and are hereby authorized and empowered to seek any relief deemed appropriate by them from the United States Bankruptcy Court and apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that Ted Baker Canada is hereby authorized and empowered to act as the foreign representative

(the “**Foreign Representative**”) in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada, including acting as a foreign representative of the Applicants to apply to the United States Bankruptcy Court for relief pursuant to chapter 15 of the Bankruptcy Code.

64. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) calendar days’ notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

65. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



Justice W. D. Black

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TED BAKER CANADA INC., TED BAKER LIMITED,  
OSL FASHION SERVICES CANADA INC., and OSL FASHION SERVICES, INC.

Applicants

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED INITIAL ORDER  
(amending the Initial Order dated April 24, 2024)**

**OSLER, HOSKIN & HARCOURT LLP**

1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8  
Fax: 416.862.6666

Tracy C. Sandler (LSO# 32443N)  
Tel: 416.862.5890  
Email: [tsandler@osler.com](mailto:tsandler@osler.com)

Shawn Irving (LSO# 50035U)  
Tel: 416.862.4733  
Email: [sirving@osler.com](mailto:sirving@osler.com)

Blair McRadu (LSO# 85586M)  
Tel: 416.862.6665  
Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Marleigh Dick (LSO# 79390S)  
Tel: 416.862.4725  
Email: [mdick@osler.com](mailto:mdick@osler.com)

Lawyers for the Applicants

**Exhibit B**

Updated Proposed Recognition Order

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

---

In re:	) Chapter 15
	)
Ted Baker Canada Inc., <i>et al.</i> , <sup>1</sup>	) Case No. 24-10699 (MEW)
	)
Debtors in a Foreign Proceeding.	) (Joint Administration Requested)
	)
	)
	)

---

**ORDER RECOGNIZING FOREIGN MAIN  
PROCEEDINGS AND GRANTING ADDITIONAL RELIEF**

A hearing having been held (the “Hearing”) to consider the chapter 15 petitions for each of the above-captioned debtors (the “Debtors”) and the Verified Petition, filed on April 24, 2024, and the Supplement to Verified Petition, filed on May 2, 2024 (together, the “Verified Petition,”<sup>2</sup> and together with the chapter 15 petitions, the “Petitions”)<sup>3</sup> of Ted Baker Canada, the duly authorized foreign representative (the “Foreign Representative”) of the above-captioned debtors (the “Debtors”) for entry of an order pursuant to sections 105(a), 362, 1517, 1520, 1521 and 1522 of the Bankruptcy Code: (i) recognizing the Canadian Proceedings as foreign main proceedings pursuant to sections 1517 and 1520 of the Bankruptcy Code, (ii) recognizing the Foreign Representative as the “foreign representative,” as defined in section 101(24) of the Bankruptcy

---

<sup>1</sup> The Debtors in these chapter 15 cases, along with the last four digits of each Debtor’s U.S. Federal Employer Identification Number (“FEIN”) or Canada Revenue Agency Business Number (“BN”), are: Ted Baker Canada Inc. (BN 3889); Ted Baker Limited (FEIN 3341); OSL Fashion Services, Inc. (FEIN 1225); and OSL Fashion Services Canada (BN 7745).

<sup>2</sup> An order of this Court granting the Verified Petition, the “Recognition Order”.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have, except as otherwise noted, the meanings ascribed to them (including by cross reference) in the ARIIO (as defined in the Verified Petition), and if not defined therein, the Verified Petition.

Code, in respect of the Canadian Proceedings, (iii) recognizing and enforcing the Initial CCAA Order, as amended and restated pursuant to the ARIO, (iv) granting a stay of execution against the Debtors' assets and applying section 362 of the Bankruptcy Code in these Chapter 15 Cases pursuant to sections 1520(a)(1), 1521(a) and 105(a) of the Bankruptcy Code, and (v) granting certain additional relief pursuant to section 1521 of the Bankruptcy Code; and upon this Court's review and consideration of the Petitions, the Adams Declaration, the supplemental declaration of Antoine Adams dated May 6, 2024, the declaration of Tracy C. Sandler dated May 6, 2024, and the Provisional Relief Motion, and the evidence admitted at the Hearing to consider the Petitions; and due and proper notice of the Petitions having been provided; and no other or further notice being necessary or required; and no objections or other responses having been filed that have not been overruled, withdrawn, or otherwise resolved; and all interested parties having had an opportunity to be heard at the Hearing; and after due deliberation and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law:<sup>4</sup>

- a. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference to Bankruptcy Judges of the District Court for the Southern District of New York*, dated January 31, 2012 (Preska, C.J.).
- b. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).
- c. Venue is proper in this district pursuant to 28 U.S.C. § 1410(1) and (3).
- d. The Foreign Representative is the duly appointed "foreign representative" of the Debtors, as such term is defined in 11 U.S.C. § 101(24).

---

<sup>4</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, or any of the following conclusions of law constitute findings of fact, they are adopted as such.

- e. These chapter 15 cases were properly commenced pursuant to 11 U.S.C. §§ 1504, 1509 and 1515.
- f. The Foreign Representative has satisfied the requirements of 11 U.S.C. § 1515 and Fed. R. Bankr. P. 1007(a)(4) and 2002(q).
- g. The Debtors have satisfied the eligibility requirements of 11 U.S.C. §§ 109(a) and 1517(a).
- h. The Canadian Proceedings currently pending before the Canadian Court and provisions made thereunder for the protection, administration and distribution of the Debtors' assets, are "foreign proceedings," as such term is defined in 11 U.S.C. § 101(23).
- i. The Canadian Proceedings are entitled to recognition by this Court pursuant to 11 U.S.C. § 1517.
- j. The Canadian Proceedings are pending in the country where each Debtor's center of main interests is located, are "foreign main proceedings," as such term is defined in 11 U.S.C. § 1502(4), and are entitled to recognition as "foreign main proceedings" pursuant to 11 U.S.C. § 1517(b)(1).
- k. The Foreign Representative is entitled to all the relief provided pursuant to 11 U.S.C. § 1520, without limitation.
- l. Appropriate notice of the filing of, and the Hearing on, the Petition for Recognition was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.
- m. The Foreign Representative is further entitled to all relief expressly set forth in 11 U.S.C. §§ 1521(a)-(b).



- n. The relief granted hereby is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, and warranted under 11 U.S.C. §§ 105(a), 362, 363, 364, 365(a), 365(e), 1504, 1507, 1509, 1517, 1520, 1521, 1522 and 1525, and will not cause hardship to creditors of the Debtors or other parties in interests that is not outweighed by the benefits of granting that relief.
- o. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and the interests of their creditors and other parties in interest.
- p. Absent the requested relief, the efforts of the Debtors, the Canadian Court and the Foreign Representative in conducting the Canadian Proceedings and effecting their restructuring therein may be thwarted by the actions of certain creditors, a result that will obstruct the purposes of chapter 15 as reflected in section 1501(a) of the Bankruptcy Code.
- q. Each of the injunctions contained in this Recognition Order (i) is within the Court's jurisdiction, (ii) is essential to the success of the Debtors' restructuring in the Canadian Proceedings, (iii) confers material benefits on, and is in the best interests of, the Debtors and their creditors, and (iv) is important to the overall objectives of such restructuring.
- r. On April 24, 2024, the Canadian Court entered the Initial CCAA Order, pursuant to which, among other things, Ted Baker Canada and Ted Baker Limited were authorized to incur the Interim Borrowings, which mature on May 8, 2024 and are

secured by the Interim Lender's Charge on the Property (as defined in the Initial CCAA Order) of each of the Debtors.

- s. Thereafter, the Court entered the Provisional Relief Order, which, among other things, to the extent the Court's approval was required, authorized the Debtors to obtain the Interim Borrowings subject to and secured by the Interim Lender's Charge, to apply the Interim Lender's Charge to the Debtors' assets located in the United States, and to confirm that the Interim Lender's existing liens and security interests shall apply with respect to the Interim Borrowings, in each case in accordance with the terms set forth in paragraphs 34 to 38 of the Initial CCAA Order. The Provisional Relief Order further provided that, "if and when recognition of the Canadian Proceedings is granted, and if and when the Initial CCAA Order is made enforceable in the United States, the [Interim] Lender shall be entitled to the protections of section 364(e) of the Bankruptcy Code."
- t. The ARIO, among other things, (i) authorized and empowered Ted Baker Canada and Ted Baker Limited to obtain and borrow under a credit facility on the terms and subject to the conditions set forth in the DIP Term Sheet, provided that principal borrowings under such credit facility shall not, individually or in the aggregate, exceed USD \$28,000,000 unless permitted by further Order of the Canadian Court, (ii) authorized and directed each of the Debtors to pay and perform all of its DIP Financing Obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents (such facility, the "DIP Facility") as and when the same become due and are to be performed, (iii) as security for the DIP Financing Obligations (but, for the avoidance of doubt, no obligations incurred before the

entry of the ARIO), the ARIO granted the DIP Lender the DIP Lender's Charge on the Debtors' Property, having the characteristics, attributes, and priority as set forth in the ARIO, including paragraphs 45-53 therein, and (iv) as further provided in paragraph 39 of the ARIO, provides that the Interim Lender's Charge shall be terminated, released and discharged upon indefeasible payment in full of the Interim Borrowing Obligations from proceeds of the First Advance (as defined in the DIP Term Sheet), without any other act or formality.

- u. In addition to the DIP Lender's Charge and Interim Lender's Charge, the ARIO also provides for additional Charges with respect to the Debtors' Property—the Administration Charge, Directors' Charge, and KERP Charge, with all Charges having the respective characteristics, attributes, priorities, and limitations set forth in the ARIO, including specifically, paragraphs 48-53 therein. The Directors' Charge and KERP Charge are subordinate to the Administration Charge, DIP Lender's Charge, Interim Lender's Charge, and the security granted by the Debtors with respect to the Existing Credit Facility (excluding the Interim Borrowings) (the "Existing Secured Lender Protections").
- v. Entry of the Recognition Order, recognizing and enforcing the ARIO in the United States and applying (i) the DIP Lender's Charge and Interim Lender's Charge (subject to termination thereof pursuant to the ARIO upon indefeasible payment in full of the Interim Borrowings Obligations) to the Debtors' Property that is within the territorial jurisdiction of the United States, including the proceeds thereof (collectively, the "US Property") and (ii) the protections provided by the Bankruptcy Code as contained in this Recognition Order, including pursuant to

Section 364(c), (d) and (e) of the Bankruptcy Code, is necessary to implement the ARIO as it relates to the Debtors and their US Property, and entry of the Recognition Order is a condition precedent to the Debtors' ability to draw on the DIP Facility.

- w. The Foreign Representative has demonstrated that recognition of the ARIO is warranted and that, based on the record before this Court, including the ARIO itself and the findings of the Canadian Court, the (i) the Debtors are unable to obtain the requisite financing on an unsecured basis (even if such unsecured credit were to be a super-priority administrative expense), (ii) the Interim Borrowing Obligations and DIP Facility are necessary to preserve the Property of the Debtors, (iii) the terms of the Interim Borrowing Obligations and DIP Facility are fair, reasonable, and adequate, given the circumstances and in the Debtors' reasonable business judgment, (iv) the Debtors are unable to obtain credit that does not have the priority set forth in the ARIO, (v) the terms of the Interim Borrowing Obligations and the DIP Facility were entered into in good faith by the Debtors and the Interim Lender and DIP Lender, as applicable, (vi) and the Interim Lender would not have extended the Interim Borrowings and the DIP Lender will not extend the DIP Facility, in each case without the protections contained (1) in the Provisional Relief Order, and (2) in the Recognition Order, as applicable.
- x. CIBC, as secured lender under the Existing Credit Facility (as defined in the ARIO) (such facility, without accounting for any Interim Borrowings pursuant to the Interim CCAA Order, the "Pre-petition Facility" and CIBC, as secured lender under the Pre-Petition Facility, the "Existing Secured Lender"), is entitled to adequate

protection of its interests in the collateral securing the indebtedness under the Prepetition Facility (the “Prepetition Collateral”) from any diminution in value from the use, sale or lease of the Prepetition Collateral and the imposition of the automatic stay, including the use of their “cash collateral” (within the meaning of section 362(a) of the Bankruptcy Code, the “Cash Collateral”) and the enforcement of any of the Charges against any of the Prepetition Collateral. Accordingly, the Existing Secured Lender is entitled to, and the Debtors have agreed in their reasonable business judgment to provide, adequate protection as set forth in this Recognition Order, which terms and conditions are fair and reasonable and were negotiated in good faith and at arm’s-length.

**NOW THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Petitions and the relief requested therein are GRANTED as set forth herein.
2. The Canadian Proceedings are granted recognition with respect to each of the Debtors as a foreign main proceeding pursuant to 11 U.S.C. §§ 1517(a) and 1517(b)(1).
3. Ted Baker Canada is recognized as the “foreign representative” as defined in section 101(24) of the Bankruptcy Code in respect of the Canadian Proceedings.
4. The Debtors and the Foreign Representative are granted all relief set forth in 11 U.S.C. § 1520(a), subject to the terms hereof.
5. The ARIO, including any and all existing and future extensions, amendments, restatements, and/or supplements thereof authorized by the Canadian Court, and all terms and provisions therein are hereby given full force and effect, on a final basis, with respect to the Debtors and the US Property, including, without limitation, the approval of the DIP Facility and repayment of Interim Borrowings Obligations pursuant to, and consistent with, the ARIO and the DIP Term Sheet, and the indemnity and releases contained therein.

6. The Court recognizes the Interim Lender's Charge and the DIP Lender's Charge, each as defined in the ARIO, which applies to all of Debtors' assets located in the United States, subject to the priorities, terms, and conditions of the ARIO, to secure current and future amounts outstanding under the Debtors' Interim Borrowing Obligations and the DIP Facility.

7. The claims of the DIP Lender under the DIP Facility to the extent of the DIP Lender's Charge and the claims of the Interim Lender with respect to the Interim Borrowing Obligations to the extent of the Interim Lender's Charge shall be secured by super-priority liens in all US Property (collectively, the "DIP Liens") and (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States) shall be allowed super-priority administrative expense claims against the Debtors with priority over all other liens in the US Property or claims of any kind against the Debtors (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States), now existing or hereafter arising, subject only to, and consistent with, the rank and priorities set forth in the ARIO, including specifically paragraph 48.

8. Within the territorial jurisdiction of this Court, this Recognition Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the DIP Liens without the necessity of executing any guarantee, security or other document or filing or recording this Recognition Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; provided that the Debtors are authorized to execute, and the Interim Lender, DIP Lender and Existing Secured Lender may, within the territorial jurisdiction of this Court, file or record, any financing statements, mortgages, other instruments or any other document to further evidence the liens authorized, granted, and perfected hereby and by the ARIO.

9. To the extent this Court's approval is required, the Debtors are hereby authorized and empowered to execute and deliver the Credit Documents, the DIP Term Sheet and the Definitive Documents, as applicable, and the Debtors are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender and DIP Lender due under and pursuant to the Interim Borrowing Obligations, DIP Facility, the DIP Term Sheet, the Credit Documents, and the Definitive Documents and ARIO including, but not limited to, the fees and expenses of the Interim Lender's and DIP Lender's Canadian and United States counsel, and other advisors, as and when the same become due and are to be performed, notwithstanding any other provision of this Recognition Order and without any further order of this Court.

10. The Existing Secured Lender is entitled to adequate protection of its interests in the Prepetition Collateral from any diminution in value resulting from the use, sale, or lease of the Prepetition Collateral including the use of Cash Collateral, or the imposition of the automatic stay. Accordingly, the Existing Secured Lender is (a) granted valid, binding, enforceable and perfected liens (the "Adequate Protection Liens") in all US Property and (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States) shall be allowed super-priority administrative expense claims against the Debtors to secure the claims of the Existing Secured Lender under the Pre-petition Facility to the extent of the Existing Secured Lender Protections (the "Adequate Protection Claims") equal to any diminution in the value of their interests in the Prepetition Collateral subsequent to the date of the filing of the Petitions resulting from the use of the use, sale or lease of the Prepetition Collateral, consistent with, the rank and priorities set forth in the ARIO, including specifically paragraph 48 and (b) entitled to receive payment for, and the Debtors are authorized to pay, the reasonable and documented fees

and expenses incurred by the Existing Secured Lender's Canadian and U.S. counsel and other advisors, whether incurred before or after the Petition Date. Nothing herein shall prejudice, impair, or otherwise affect the rights of the Existing Secured Lender to seek any other or supplemental relief in respect of their adequate protection rights.

11. The terms of the Interim Borrowing Obligations and the DIP Facility have been negotiated in good faith and at arm's-length between the Debtors and the Interim Lender and DIP Lender, respectively. Any financial accommodations made to the Debtors by the Interim Lender or the DIP Lender in connection with and pursuant to the Interim Borrowing Obligations or DIP Facility (each pursuant to, and consistent with, the Initial CCAA Order and ARIO, as applicable) shall be deemed to have been made by the Interim Lender or the DIP Lender, as applicable, in good faith, as that term is used in section 364(e) of the Bankruptcy Code. Accordingly, pursuant to sections 364(e), 1519(a)(3), 1521(a)(7), and 105(a) of the Bankruptcy Code, section 364(e) of the Bankruptcy Code hereby applies for the benefit of the Interim Lender and the DIP Lender, and the validity of the indebtedness, and the DIP Liens and the priority thereof pursuant to the ARIO, shall not be affected by any reversal or modification of this Recognition Order on appeal.

12. No action, inaction or acquiescence by the Interim Lender, the DIP Lender or Existing Secured Lender, including, without limitation, funding the Debtors' ongoing operations consistent with this Recognition Order and the ARIO, shall be deemed to be or shall be considered as evidence of any alleged consent by the Interim Lender, DIP Lender or Existing Secured Lender to a charge against US Property pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. Neither the Interim Lender, DIP Lender, nor Existing Secured Lender shall be subject in any way whatsoever to (i) the equitable doctrine of "marshaling" or any similar doctrine with respect to the collateral, (ii) section 506(c), which the Debtors waive with respect to the Interim



Lender, DIP Lender, and Existing Secured Lender and (iii) the “equities of the case” exception found within section 552(b).

13. No person or entity shall be entitled, directly or indirectly, whether by operation of sections 506(c), 552(b) or 105 of the Bankruptcy Code or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or Property after a default or breach of the Debtors’ Interim Borrowing Obligations or an event of default under the DIP Facility, or termination or breach under the DIP Facility, the ARIO, or this Recognition Order.

14. Pursuant to 11 U.S.C. § 1520(a)(1), the automatic stay authorized by 11 U.S.C. § 362 shall apply with respect to the Debtors and the US Property; *provided however*, the foregoing relief shall not abridge or modify, and shall rather in all respects be subject to, the rights and protections of the Interim Lender, the DIP Lender and Existing Secured Lender as provided by this Recognition Order, the ARIO, and/or any other order of the Canadian Court in the Canadian Proceedings.

15. The Foreign Representative is authorized to operate the business of the Debtors that is the subject of the Canadian Proceedings and is granted (and is authorized to exercise) the rights and powers of a trustee in a bankruptcy in the United States during these chapter 15 cases to the extent provided by 11 U.S.C. § 1520(a)(3). The right to transfer, encumber, or otherwise dispose of the Debtors’ assets in the United States hereby is restricted pursuant to the terms of the ARIO and any other order entered in the Canadian Proceedings.

16. Pursuant to 11 U.S.C. § 1521(a)(1)-(3), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined (to the extent they have not been stayed under section 1520(a)) from:

- a. execution against any US Property;
- b. the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors;
- c. taking or continuing any act to create, perfect or enforce a lien or other security interest, setoff or other claim against the Debtors and/or the US Property;
- d. transferring, relinquishing or disposing of any US Property to any person or entity (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Foreign Representative;
- e. commencing or continuing an individual action or proceeding concerning the US Property or the Debtors' rights, obligations or liabilities; and
- f. declaring or considering the insolvency of the Debtors, the Initial CCAA Order, ARIO, the Provisional Relief Order, this Recognition Order or filing of the Canadian Proceedings or these Chapter 15 Cases a default or event of default under any agreement, contract or arrangement;

*provided*, in each case, that such injunctions shall be effective solely within the territorial jurisdiction of the United States; and *provided further* that nothing herein shall: (x) prevent any entity from filing any claims against the Debtors in the Canadian Proceedings or (y) prevent any entity from seeking relief from the Canadian Court in the Canadian Proceedings or this Court in these Chapter 15 Cases, as applicable, for relief from the injunctions contained in the Order or (z) abridge or modify, and shall rather in all respects be subject to, the rights and protections of the Interim Lender, DIP Lender and Existing

Secured Lender as provided by this Recognition Order, the ARIO, and/or any other order of the Canadian Court in the Canadian Proceedings.

17. Pursuant to 11 U.S.C. § 1521, the administration, realization, and distribution of the Debtors' assets within the territorial jurisdiction of the United States is entrusted to the Foreign Representative and the Foreign Representative is hereby established as the exclusive representative of the Debtors in the United States, subject to the priorities, terms, and conditions specified in the ARIO.

18. Pursuant to 11 U.S.C. §§ 1521(a)(6) and 1521(a)(7), all prior relief granted to the Debtors or the Foreign Representative by this Court pursuant to section 1519(a) or 1521 of the Bankruptcy Code shall be extended and that certain Provisional Relief Order shall remain in full force and effect.

19. The Canadian Proceedings and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States.

20. The Foreign Representative, the Debtors and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or the local rules of this Court.

21. No action taken by the Foreign Representative, the Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Canadian Proceedings, this Recognition Order, these Chapter 15 Cases, or any adversary proceeding herein, or any further proceeding commenced hereunder, shall be deemed to constitute a waiver of the rights or benefits afforded such persons under 11 U.S.C. §§ 306 and 1510.

22. Nothing in this Recognition Order shall be deemed to waive, release, extinguish or estop the Foreign Representative or the Debtors from asserting, or otherwise impair or diminish,

any right, claim, cause of action, defense, offset or counterclaim in respect of any asset or interest with respect to, among other things, the License Agreements with ABG, any lease for real property, the warehousing of any property of Debtors or Prepetition Collateral, or otherwise.

23. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Recognition Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Recognition Order; and (iii) the Foreign Representative and the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Recognition Order.

24. A copy of this Recognition Order shall be served (i) within three business days of entry of this Recognition Order, by electronic mail to the extent email addresses are available and otherwise by United States mail, overnight or first-class postage prepaid, upon the Notice Parties (as defined in the *Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice* [Docket No. 19]), the Office of the United States Trustee, and such other entities as the Court may direct and (ii) by posting on the Monitor's web site at [www.alvarezandmarsal.com/TBRetail](http://www.alvarezandmarsal.com/TBRetail). Such service shall constitute good and sufficient service and adequate notice for all purposes.

25. The Court shall retain jurisdiction with respect to: (i) the enforcement, amendment or modification of this Recognition Order; (ii) any requests for additional relief or any adversary proceeding brought in or through these Chapter 15 Cases; and (iii) any request by an entity for relief from the provisions of this Recognition Order, for cause shown, as to any of the foregoing, and provided the same is properly commenced and within the jurisdiction of this Court.

26. This Recognition Order shall be effective and enforceable immediately upon entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

Dated: New York, New York  
May \_\_, 2024

---

THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit C**

Redline of Proposed Recognition Order

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

---

	) Chapter 15
In re:	)
	) Case No. 24-10699 (MEW)
Ted Baker Canada Inc., <i>et al.</i> , <sup>1</sup>	)
	) (Joint Administration Requested)
Debtors in a Foreign Proceeding.	)
	)
	)
	)

---

**ORDER RECOGNIZING FOREIGN MAIN  
PROCEEDINGS AND GRANTING ADDITIONAL RELIEF**

A hearing having been held (the “Hearing”) to consider the chapter 15 petitions for each of the above-captioned debtors (the “Debtors”) and the Verified Petition, filed on April 24, 2024 ~~€~~, and the Supplement to Verified Petition, filed on May 2, 2024 (together, the “Verified Petition,”<sup>2</sup> and together with the chapter 15 petitions, the “Petitions”)<sup>43</sup> of Ted Baker Canada, the duly authorized foreign representative (the “Foreign Representative”) of the above-captioned debtors (the “Debtors”) for entry of an order pursuant to sections 105(a), 362, 1517, 1520 ~~and,~~ 1521 and 1522 of the Bankruptcy Code: (i) recognizing the Canadian Proceedings as foreign main proceedings pursuant to sections 1517 and 1520 of the Bankruptcy Code, (ii) recognizing the Foreign Representative as the “foreign representative,” as defined in section 101(24) of the

---

<sup>1</sup> The Debtors in these chapter 15 cases, along with the last four digits of each Debtor’s U.S. Federal Employer Identification Number (“FEIN”) or Canada Revenue Agency Business Number (“BN”), are: Ted Baker Canada Inc. (BN 3889); Ted Baker Limited (FEIN 3341); OSL Fashion Services, Inc. (FEIN 1225); and OSL Fashion Services Canada (BN 7745).

<sup>2</sup> An order of this Court granting the Verified Petition, the “Recognition Order”.

<sup>43</sup> Capitalized terms used but not otherwise defined herein shall have, except as otherwise noted, the meanings ascribed to ~~such terms in the Verified Petition or the Initial CCAA Order~~ them (including by cross reference) in the ARIO (as defined in the Verified Petition), ~~as applicable~~ and if not defined therein, the Verified Petition.

Bankruptcy Code, in respect of the Canadian Proceedings, (iii) recognizing and enforcing the Initial CCAA Order, as amended and restated pursuant to the ARIO, (iv) granting a stay of execution against the Debtors' assets and applying section 362 of the Bankruptcy Code in these Chapter 15 Cases pursuant to sections 1520(a)(1), 1521(a) and 105(a) of the Bankruptcy Code, and (v) granting certain additional relief pursuant to section 1521 of the Bankruptcy Code; and upon this Court's review and consideration of the Petitions, the Adams Declaration, the supplemental declaration of Antoine Adams dated May 6, 2024, the declaration of Tracy C. Sandler dated May 6, 2024, and the Provisional Relief Motion, ~~each filed contemporaneously therewith~~, and the evidence admitted at the Hearing to consider the Petitions; and due and proper notice of the Petitions having been provided; and no other or further notice being necessary or required; and no objections or other responses having been filed that have not been overruled, withdrawn, or otherwise resolved; and all interested parties having had an opportunity to be heard at the Hearing; and after due deliberation and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law:<sup>24</sup>

- a. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference to Bankruptcy Judges of the District Court for the Southern District of New York*, dated January 31, 2012 (Preska, C.J.).
- b. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).
- c. Venue is proper in this district pursuant to 28 U.S.C. § 1410(1) and (3).

---

<sup>24</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, or any of the following conclusions of law constitute findings of fact, they are adopted as such.



- d. The Foreign Representative is the duly appointed “foreign representative” of the Debtors, as such term is defined in 11 U.S.C. § 101(24).
- e. These chapter 15 cases were properly commenced pursuant to 11 U.S.C. §§ 1504, 1509 and 1515.
- f. The Foreign Representative has satisfied the requirements of 11 U.S.C. § 1515 and Fed. R. Bankr. P. 1007(a)(4) and 2002(q).
- g. The Debtors have satisfied the eligibility requirements of 11 U.S.C. §§ 109(a) and 1517(a).
- h. The Canadian Proceedings currently pending before the Canadian Court and provisions made thereunder for the protection, administration and distribution of the Debtors’ assets, are “foreign proceedings,” as such term is defined in 11 U.S.C. § 101(23).
- i. The Canadian Proceedings are entitled to recognition by this Court pursuant to 11 U.S.C. § 1517.
- j. The Canadian Proceedings are pending in the country where ~~the Debtors’~~each Debtor’s center of main interests is located, are “foreign main proceedings,” as such term is defined in 11 U.S.C. § 1502(4), and are entitled to recognition as “foreign main proceedings” pursuant to 11 U.S.C. § 1517(b)(1).
- k. The Foreign Representative is entitled to all the relief provided pursuant to 11 U.S.C. § 1520, without limitation.
- l. Appropriate notice of the filing of, and the Hearing on, the Petition for Recognition was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.

- m. The Foreign Representative is further entitled to all relief expressly set forth in 11 U.S.C. §§ 1521(a)-(b).
- n. The relief granted hereby is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, and warranted under 11 U.S.C. §§ 105(a), 362, 363, 364~~(e)~~, 365(a), 365(e), 1504, 1507, 1509, 1517, 1520, 1521, 1522 and 1525, and will not cause hardship to creditors of the Debtors or other parties in interests that is not outweighed by the benefits of granting that relief.
- o. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and the interests of their creditors and other parties in interest.
- p. Absent the requested relief, the efforts of the Debtors, the Canadian Court and the Foreign Representative in conducting the Canadian Proceedings and effecting their restructuring therein may be thwarted by the actions of certain creditors, a result that will obstruct the purposes of chapter 15 as reflected in section 1501(a) of the Bankruptcy Code.
- q. Each of the injunctions contained in this [Recognition](#) Order (i) is within the Court's jurisdiction, (ii) is essential to the success of the Debtors' restructuring in the Canadian Proceedings, (iii) confers material benefits on, and is in the best interests of, the Debtors and their creditors, and (iv) is important to the overall objectives of ~~the~~ such restructuring.
- r. [On April 24, 2024, the Canadian Court entered the Initial CCAA Order, pursuant to which, among other things, Ted Baker Canada and Ted Baker Limited were](#)

authorized to incur the Interim Borrowings, which mature on May 8, 2024 and are secured by the Interim Lender's Charge on the Property (as defined in the Initial CCAA Order) of each of the Debtors.

s. Thereafter, the Court entered the Provisional Relief Order, which, among other things, to the extent the Court's approval was required, authorized the Debtors to obtain the Interim Borrowings subject to and secured by the Interim Lender's Charge, to apply the Interim Lender's Charge to the Debtors' assets located in the United States, and to confirm that the Interim Lender's existing liens and security interests shall apply with respect to the Interim Borrowings, in each case in accordance with the terms set forth in paragraphs 34 to 38 of the Initial CCAA Order. The Provisional Relief Order further provided that, "if and when recognition of the Canadian Proceedings is granted, and if and when the Initial CCAA Order is made enforceable in the United States, the [Interim] Lender shall be entitled to the protections of section 364(e) of the Bankruptcy Code."

t. The ARIO, among other things, (i) authorized and empowered Ted Baker Canada and Ted Baker Limited to obtain and borrow under a credit facility on the terms and subject to the conditions set forth in the DIP Term Sheet, provided that principal borrowings under such credit facility shall not, individually or in the aggregate, exceed USD \$28,000,000 unless permitted by further Order of the Canadian Court, (ii) authorized and directed each of the Debtors to pay and perform all of its DIP Financing Obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents (such facility, the "DIP Facility") as and when the same become due and are to be performed, (iii)

as security for the DIP Financing Obligations (but, for the avoidance of doubt, no obligations incurred before the entry of the ARIO), the ARIO granted the DIP Lender the DIP Lender's Charge on the Debtors' Property, having the characteristics, attributes, and priority as set forth in the ARIO, including paragraphs 45-53 therein, and (iv) as further provided in paragraph 39 of the ARIO, provides that the Interim Lender's Charge shall be terminated, released and discharged upon indefeasible payment in full of the Interim Borrowing Obligations from proceeds of the First Advance (as defined in the DIP Term Sheet), without any other act or formality.

u. In addition to the DIP Lender's Charge and Interim Lender's Charge, the ARIO also provides for additional Charges with respect to the Debtors' Property—the Administration Charge, Directors' Charge, and KERP Charge, with all Charges having the respective characteristics, attributes, priorities, and limitations set forth in the ARIO, including specifically, paragraphs 48-53 therein. The Directors' Charge and KERP Charge are subordinate to the Administration Charge, DIP Lender's Charge, Interim Lender's Charge, and the security granted by the Debtors with respect to the Existing Credit Facility (excluding the Interim Borrowings) (the "Existing Secured Lender Protections").

v. Entry of the Recognition Order, recognizing and enforcing the ARIO in the United States and applying (i) the DIP Lender's Charge and Interim Lender's Charge (subject to termination thereof pursuant to the ARIO upon indefeasible payment in full of the Interim Borrowings Obligations) to the Debtors' Property that is within the territorial jurisdiction of the United States, including the

proceeds thereof (collectively, the “US Property”) and (ii) the protections provided by the Bankruptcy Code as contained in this Recognition Order, including pursuant to Section 364(c), (d) and (e) of the Bankruptcy Code, is necessary to implement the ARIO as it relates to the Debtors and their US Property, and entry of the Recognition Order is a condition precedent to the Debtors’ ability to draw on the DIP Facility.

w. The Foreign Representative has demonstrated that recognition of the ARIO is warranted and that, based on the record before this Court, including the ARIO itself and the findings of the Canadian Court, the (i) the Debtors are unable to obtain the requisite financing on an unsecured basis (even if such unsecured credit were to be a super-priority administrative expense), (ii) the Interim Borrowing Obligations and DIP Facility are necessary to preserve the Property of the Debtors, (iii) the terms of the Interim Borrowing Obligations and DIP Facility are fair, reasonable, and adequate, given the circumstances and in the Debtors’ reasonable business judgment, (iv) the Debtors are unable to obtain credit that does not have the priority set forth in the ARIO, (v) the terms of the Interim Borrowing Obligations and the DIP Facility were entered into in good faith by the Debtors and the Interim Lender and DIP Lender, as applicable, (vi) and the Interim Lender would not have extended the Interim Borrowings and the DIP Lender will not extend the DIP Facility, in each case without the protections contained (1) in the Provisional Relief Order, and (2) in the Recognition Order, as applicable.

- x. CIBC, as secured lender under the Existing Credit Facility (as defined in the ARIO) (such facility, without accounting for any Interim Borrowings pursuant to the Interim CCAA Order, the “Pre-petition Facility” and CIBC, as secured lender under the Pre-Petition Facility, the “Existing Secured Lender”), is entitled to adequate protection of its interests in the collateral securing the indebtedness under the Pre-petition Facility (the “Prepetition Collateral”) from any diminution in value from the use, sale or lease of the Prepetition Collateral and the imposition of the automatic stay, including the use of their “cash collateral” (within the meaning of section 362(a) of the Bankruptcy Code, the “Cash Collateral”) and the enforcement of any of the Charges against any of the Prepetition Collateral. Accordingly, the Existing Secured Lender is entitled to, and the Debtors have agreed in their reasonable business judgment to provide, adequate protection as set forth in this Recognition Order, which terms and conditions are fair and reasonable and were negotiated in good faith and at arm’s-length.

**NOW THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Petitions and the relief requested therein are GRANTED as set forth herein.
2. The Canadian Proceedings are granted recognition with respect to each of the Debtors as a foreign main proceeding pursuant to 11 U.S.C. §§ 1517(a) and 1517(b)(1).
3. Ted Baker Canada is recognized as the “foreign representative” as defined in section 101(24) of the Bankruptcy Code in respect of the Canadian Proceedings.
4. The Debtors and the Foreign Representative are granted all relief set forth in 11 U.S.C. § 1520(a), subject to the terms hereof.

5. The ~~Initial CCAA Order~~ ARIO, including any and all existing and future extensions, amendments, restatements, and/or supplements thereof authorized by the Canadian Court, and all terms and provisions therein are hereby given full force and effect, on a final basis, with respect to the Debtors and the ~~Debtors' property that now or in the future is located within the territorial jurisdiction of the United States~~ US Property, including, without limitation, ~~staying the commencement or continuation of any actions against the Debtors or its assets (except as otherwise expressly provided herein or~~ the approval of the DIP Facility and repayment of Interim Borrowings Obligations pursuant to, and consistent with, the ARIO and the DIP Term Sheet, and the indemnity and releases contained therein).

6. The Court recognizes the Interim Lender's Charge and the DIP Lender's Charge, each as defined in the ARIO, which applies to all of Debtors' assets located in the United States, subject to the priorities, terms, and conditions of the ARIO, to secure current and future amounts outstanding under the Debtors' Interim Borrowing Obligations and the DIP Facility.

7. The claims of the DIP Lender under the DIP Facility to the extent of the DIP Lender's Charge and the claims of the Interim Lender with respect to the Interim Borrowing Obligations to the extent of the Interim Lender's Charge shall be secured by super-priority liens in all US Property (collectively, the "DIP Liens") and (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States) shall be allowed super-priority administrative expense claims against the Debtors with priority over all other liens in the US Property or claims of any kind against the Debtors (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States), now existing or hereafter arising, subject only to, and consistent with, the rank and priorities set forth in the ARIO, including specifically paragraph 48.

8. Within the territorial jurisdiction of this Court, this Recognition Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the DIP Liens without the necessity of executing any guarantee, security or other document or filing or recording this Recognition Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; provided that the Debtors are authorized to execute, and the Interim Lender, DIP Lender and Existing Secured Lender may, within the territorial jurisdiction of this Court, file or record, any financing statements, mortgages, other instruments or any other document to further evidence the liens authorized, granted, and perfected hereby and by the ARIO.

9. To the extent this Court's approval is required, the Debtors are hereby authorized and empowered to execute and deliver the Credit Documents, the DIP Term Sheet and the Definitive Documents, as applicable, and the Debtors are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender and DIP Lender due under and pursuant to the Interim Borrowing Obligations, DIP Facility, the DIP Term Sheet, the Credit Documents, and the Definitive Documents and ARIO including, but not limited to, the fees and expenses of the Interim Lender's and DIP Lender's Canadian and United States counsel, and other advisors, as and when the same become due and are to be performed, notwithstanding any other provision of this Recognition Order and without any further order of this Court.

10. The Existing Secured Lender is entitled to adequate protection of its interests in the Prepetition Collateral from any diminution in value resulting from the use, sale, or lease of the Prepetition Collateral including the use of Cash Collateral, or the imposition of the automatic stay. Accordingly, the Existing Secured Lender is (a) granted valid, binding, enforceable and



perfected liens (the “Adequate Protection Liens”) in all US Property and (to the extent that claims against the Debtors are adjudicated or paid within the territorial jurisdiction of the United States) shall be allowed super-priority administrative expense claims against the Debtors to secure the claims of the Existing Secured Lender under the Pre-petition Facility to the extent of the Existing Secured Lender Protections (the “Adequate Protection Claims”) equal to any diminution in the value of their interests in the Prepetition Collateral subsequent to the date of the filing of the Petitions resulting from the use of the use, sale or lease of the Prepetition Collateral, consistent with, the rank and priorities set forth in the ARIO, including specifically paragraph 48 and (b) entitled to receive payment for, and the Debtors are authorized to pay, the reasonable and documented fees and expenses incurred by the Existing Secured Lender’s Canadian and U.S. counsel and other advisors, whether incurred before or after the Petition Date. Nothing herein shall prejudice, impair, or otherwise affect the rights of the Existing Secured Lender to seek any other or supplemental relief in respect of their adequate protection rights.

11. The terms of the Interim Borrowing Obligations and the DIP Facility have been negotiated in good faith and at arm’s-length between the Debtors and the Interim Lender and DIP Lender, respectively. Any financial accommodations made to the Debtors by the Interim Lender or the DIP Lender in connection with and pursuant to the Interim Borrowing Obligations or DIP Facility (each pursuant to, and consistent with, the Initial CCAA Order and ARIO, as applicable) shall be deemed to have been made by the Interim Lender or the DIP Lender, as applicable, in good faith, as that term is used in section 364(e) of the Bankruptcy Code. Accordingly, pursuant to sections 364(e), 1519(a)(3), 1521(a)(7), and 105(a) of the Bankruptcy Code, section 364(e) of the Bankruptcy Code hereby applies for the benefit of the Interim Lender and the DIP Lender,

and the validity of the indebtedness, and the DIP Liens and the priority thereof pursuant to the ARI0, shall not be affected by any reversal or modification of this Recognition Order on appeal.

12. No action, inaction or acquiescence by the Interim Lender, the DIP Lender or Existing Secured Lender, including, without limitation, funding the Debtors' ongoing operations consistent with this Recognition Order and the ARI0, shall be deemed to be or shall be considered as evidence of any alleged consent by the Interim Lender, DIP Lender or Existing Secured Lender to a charge against US Property pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. Neither the Interim Lender, DIP Lender, nor Existing Secured Lender shall be subject in any way whatsoever to (i) the equitable doctrine of "marshaling" or any similar doctrine with respect to the collateral, (ii) section 506(c), which the Debtors waive with respect to the Interim Lender, DIP Lender, and Existing Secured Lender and (iii) the "equities of the case" exception found within section 552(b).

13. No person or entity shall be entitled, directly or indirectly, whether by operation of sections 506(c), 552(b) or 105 of the Bankruptcy Code or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or Property after a default or breach of the Debtors' Interim Borrowing Obligations or an event of default under the DIP Facility, or termination or breach under the DIP Facility, the ARI0, or this Recognition Order.

14. ~~6.~~ Pursuant to 11 U.S.C. § 1520(a)(1), ~~11 U.S.C. § 362, including, without limitation,~~ the automatic stay authorized by 11 U.S.C. § 362, ~~shall apply with respect to the Debtors and the Debtors' property that now or in the future is located within the territorial jurisdiction of the United States~~ US Property; *provided however*, the foregoing relief shall not abridge or modify, and shall rather in all respects be subject to, the rights and protections of the

Interim Lender, the DIP Lender and Existing Secured Lender as provided by ~~the order granting the Provisional Relief Motion [Docket No. ●] (the “Provisional Relief Order”), the Initial CCAA Order (as it may be amended and restated)~~ this Recognition Order, the ARIO, and/or any other order of the Canadian Court in the Canadian Proceedings.

15. ~~7.~~ The Foreign Representative is authorized to operate the business of the Debtors that is the subject of the Canadian Proceedings and is granted (and is authorized to exercise) the rights and powers of a trustee in a bankruptcy in the United States during these chapter 15 cases to the extent provided by 11 U.S.C. § 1520(a)(3). The right to transfer, encumber, or otherwise dispose of the Debtors’ assets in the United States hereby is restricted pursuant to the terms of the ARIO and any other order entered in the Canadian Proceedings.

16. ~~8.~~ Pursuant to 11 U.S.C. § 1521(a)(1)-(3), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined (to the extent they have not been stayed under section 1520(a)) from:

- a. execution against any ~~of the Debtors’ assets~~ US Property;
- b. the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors, ~~which in either case is in any way related to, or would interfere with, the administration of the Debtors’ estates in the Canadian Proceedings;~~
- c. taking or continuing any act to create, perfect or enforce a lien or other security interest, setoff or other claim against the Debtors ~~or any of their property or proceeds thereof~~ and/or the US Property;

- d. transferring, relinquishing or disposing of any ~~property of the Debtors~~ US Property to any person or entity (as that term is defined in section 101(15) of the Bankruptcy Code) other than the Foreign Representative;
- e. commencing or continuing an individual action or proceeding concerning the US Property or the Debtors' ~~assets~~, rights, obligations or liabilities; and
- f. declaring or considering the insolvency of the Debtors, the Initial CCAA Order, ARIO, the Provisional Relief Order, ~~the Proposed~~ this Recognition Order or filing of the Canadian Proceedings or these Chapter 15 Cases a default or event of default under any agreement, contract or arrangement;

*provided*, in each case, that such injunctions shall be effective solely within the territorial jurisdiction of the United States; and *provided further* that nothing herein shall: (x) prevent any entity from filing any claims against the Debtors in the Canadian Proceedings or (y) prevent any entity from seeking relief from the Canadian Court in the Canadian Proceedings or this Court in these Chapter 15 Cases, as applicable, for relief from the injunctions contained in the Order or (z) abridge or modify, and shall rather in all respects be subject to, the rights and protections of the Interim Lender, DIP Lender and Existing Secured Lender as provided by ~~the Provisional Relief~~ this Recognition Order, the ~~Initial CCAA Order (as it may be amended and restated)~~ ARIO, and/or any other order of the Canadian Court in the Canadian Proceedings.

17. ~~9.~~ Pursuant to 11 U.S.C. § 1521(a)(5), the administration ~~or~~ realization, and distribution of the Debtors' assets within the territorial jurisdiction of the United States is entrusted to the Foreign Representative and the Foreign Representative is hereby established as

the exclusive representative of the Debtors in the United States, subject to the priorities, terms, and conditions specified in the ARIO.

18. ~~10.~~ Pursuant to 11 U.S.C. §§ 1521(a)(6) and 1521(a)(7), all prior relief granted to the Debtors or the Foreign Representative by this Court pursuant to section 1519(a) or 1521 of the Bankruptcy Code shall be extended and that certain Provisional Relief Order shall remain in full force and effect, ~~notwithstanding anything to the contrary contained therein; provided, for the avoidance of doubt, the protections to the Interim Lender therein shall apply not only to the Initial Borrowings, but shall also apply with respect to any and all borrowings approved by order of the Canadian Court in the Canadian Proceedings, including any order entered at the “comeback” hearing or similar order amending or restating the Initial CCAA Order or superseding the Initial CCAA Order.~~

19. ~~11.~~ The Canadian Proceedings and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States.

20. ~~12.~~ The Foreign Representative, the Debtors and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or the local rules of this Court.

21. ~~13.~~ No action taken by the Foreign Representative, the Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Canadian Proceedings, this ~~order~~ Recognition Order, these Chapter 15 Cases, or any adversary proceeding herein, or any further proceeding commenced hereunder, shall be deemed to constitute a waiver of the rights or benefits afforded such persons under 11 U.S.C. §§ 306 and 1510.

22. Nothing in this Recognition Order shall be deemed to waive, release, extinguish or estop the Foreign Representative or the Debtors from asserting, or otherwise impair or diminish, any right, claim, cause of action, defense, offset or counterclaim in respect of any asset or interest with respect to, among other things, the License Agreements with ABG, any lease for real property, the warehousing of any property of Debtors or Prepetition Collateral, or otherwise.

23. ~~14.~~ Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Recognition Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Recognition Order; and (iii) the Foreign Representative and the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Recognition Order.

24. ~~15.~~ A copy of this Recognition Order shall be served (i) within three business days of entry of this ~~order~~ Recognition Order, by electronic mail to the extent email addresses are available and otherwise by United States mail, overnight or first-class postage prepaid, upon the Notice Parties (as defined in the ~~Motion for Order Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice~~ [Docket No. 19]), the Office of the United States Trustee, and such other entities as the Court may direct and (ii) by posting on the Monitor's web site at [www.alvarezandmarsal.com/TBRetail](http://www.alvarezandmarsal.com/TBRetail). Such service shall constitute good and sufficient service and adequate notice for all purposes.

25. ~~16.~~ The Court shall retain jurisdiction with respect to: (i) the enforcement, amendment or modification of this ~~order~~ Recognition Order; (ii) any requests for additional relief or any adversary proceeding brought in or through these Chapter 15 Cases; and (iii) any request

by an entity for relief from the provisions of this ~~order~~ Recognition Order, for cause shown, as to any of the foregoing, and provided the same is properly commenced and within the jurisdiction of this Court.

26. ~~17.~~ This Recognition Order shall be effective and enforceable immediately upon entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

Dated: New York, New York  
May, 2024

---

THE HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

<b>Summary report:</b> <b>Litera Compare for Word 11.5.0.74 Document comparison done on</b> <b>5/6/2024 9:26:53 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://coleschotz-mobility.imanage.work/CSDOCS/47600673/1	
<b>Modified filename:</b> Ted Baker - Proposed Recognition Order(47600673.4).docx	
<b>Changes:</b>	
<u>Add</u>	105
<del>Delete</del>	48
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	153