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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

<Table>
<C> <S>

(Mark One)	
[X]	ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
	FOR THE FISCAL YEAR ENDED FEBRUARY 2, 2002
	OR
[ ]	TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
	FOR THE TRANSITION PERIOD FROM TO

</Table>

COMMISSION FILE NUMBER 1-16097

THE MEN'S WEARHOUSE, INC.
(Exact name of Registrant as Specified in its Charter)

<Table>
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TEXAS (State or Other Jurisdiction of Incorporation or Organization)	74-1790172 (IRS Employer Identification Number)
5803 GLENMONT DRIVE HOUSTON, TEXAS (Address of Principal Executive Offices)	77081-1701 (Zip Code)

</Table>

(713) 592-7200
(Registrant's telephone number, including area code)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

<Table>
<Caption>

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
<S>	<C>
Common Stock, par value $.01 per share	New York Stock Exchange

</Table>

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:
NONE

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

The aggregate market value of the voting stock held by non-affiliates of the Registrant, based on the closing price of shares of common stock on the New York Stock Exchange on April 19, 2002, was approximately $800.3 million.

The number of shares of common stock of the Registrant outstanding on April 19, 2002 was 41,110,861, excluding 1,365,364 shares classified as Treasury Stock.

DOCUMENTS INCORPORATED BY REFERENCE

<Table>
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DOCUMENT	INCORPORATED AS TO
Notice and Proxy Statement for the Annual Meeting of Shareholders scheduled to be held June 25, 2002.	Part III: Items 10, 11, 12 and 13

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FORM 10-K REPORT INDEX

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PART I

ITEM 1. BUSINESS

GENERAL

The Men's Wearhouse began operations in 1973 as a partnership and was incorporated as The Men's Wearhouse, Inc. (the "Company") under the laws of Texas in May 1974. Our principal corporate and executive offices are located at 5803 Glenmont Drive, Houston, Texas 77081-1701 (telephone number 713/592-7200), and at 40650 Encyclopedia Circle, Fremont, California 94538-2453 (telephone number 510/657-9821), respectively.

THE COMPANY

We are one of the largest specialty retailers of menswear in the United States and Canada. At February 2, 2002, our U.S. operations included 567 stores in 43 states and the District of Columbia, primarily operating under the brand names of Men's Wearhouse and K&G, with approximately 26% of our locations in Texas and California. At February 2, 2002, our Canadian operations included 113 stores in 10 provinces operating under the brand name of Moores.

MEN'S WEARHOUSE

Under the Men's Wearhouse brand, we target middle and upper-middle income men by offering quality merchandise at everyday low prices. In addition to value, we believe we provide a superior level of customer service. Men's Wearhouse stores offer a broad selection of designer, brand name and private label merchandise at prices we believe are typically 20% to 30% below the regular prices found at traditional department and specialty stores. Our merchandise includes suits, sport coats, slacks, business casual, sportswear, outerwear, dress shirts, shoes and accessories. We concentrate on business attire that is characterized by infrequent and more predictable fashion changes. Therefore, we believe we are not as exposed to trends typical of more fashion-forward apparel retailers, where significant markdowns and promotional pricing are more common. At February 2, 2002, we operated 497 Men's Wearhouse stores in 43 states and the District of Columbia. These stores are referred to as "Men's Wearhouse stores" or "traditional stores".

We also began a tuxedo rental program in selected Men's Wearhouse stores during 1999. We believe this program generates incremental business for us without significant incremental personnel or real estate costs and broadens our customer base by drawing first-time and younger customers into our stores. At the end of fiscal 2001, we offered tuxedo rentals in 373 Men's Wearhouse stores.

K&G

Under the K&G brand, we target the more price sensitive customer. The K&G brand was acquired as a result of our combination with K&G Men's Center, Inc. in June 1999 in a transaction accounted for as a pooling of interests (see Note 2 of Notes to Consolidated Financial Statements). Prior to the combination, our Value Priced Clothing ("VPC") subsidiary targeted the market for the more price sensitive customer. During 2001, VPC merged into K&G, with the five former VPC stores continuing operations under the name The Suit Warehouse ("TSW"). At February 2, 2002, we operated 65 K&G stores in 23 states and four TSW stores in metropolitan Detroit and one in Ohio. Nineteen of the K&G stores offer ladies' career apparel that is also targeted to the more price sensitive customer.

We believe that K&G's more basic, value-oriented superstore approach appeals to certain customers in the apparel market. K&G offers first-quality, current-season apparel and accessories comparable in quality to that of traditional department and specialty stores, at everyday low prices we believe are typically 30% to 70% below the regular prices charged by such stores. K&G's merchandising strategy emphasizes broad and deep assortments across all major categories, including tailored clothing, casual sportswear, dress furnishings, footwear and accessories. This merchandise selection, which includes brand name as well as private label merchandise, positions K&G to attract a wide range of customers in each of its markets. As with the Men's

Wearhouse brand, K&G's philosophy of delivering everyday value distinguishes K&G from other retailers that adopt a more promotional pricing strategy.

MOORES

On February 10, 1999, we combined with Moores Retail Group Inc. ("Moores"), a privately owned Canadian corporation, in a transaction accounted for as a pooling of interests (see Note 2 of Notes to Consolidated Financial Statements). Moores is one of Canada's leading specialty retailers of menswear, with 113 stores in 10 Canadian provinces at February 2, 2002. Moores focuses on conservative, basic tailored apparel. This limits exposure to changes in fashion trends and the need for significant markdowns. Moores' merchandise consists of suits, sport coats, slacks, business casual, dress shirts, sportswear, outerwear, shoes and accessories. Moores typically offers a full assortment of suits and sport coats with prices of suits generally ranging from Can$149 to Can$349.

Moores distinguishes itself from other Canadian retailers of menswear by manufacturing a significant portion of the tailored clothing for sale in its stores. Moores conducts its manufacturing operations through its wholly owned subsidiary, Golden Brand Clothing (Canada) Ltd. ("Golden Brand"), which is the second largest manufacturer of men's suits and sport coats in Canada. Golden Brand's manufacturing facility in Montreal, Quebec, includes a cutting room, fusing department, pant shop and coat shop. At full capacity, the coat shop can produce 13,000 units per week and the pant shop can produce 23,000 units per week. As a result of the vertical integration and the related cost savings, Moores is able to provide greater value to its customer by offering a broad selection of quality merchandise at everyday low prices, which the Company believes typically range from 20% to 30% below the regular prices charged by traditional Canadian department and specialty stores. Beginning in 1999, Golden Brand also manufactures product for Men's Wearhouse stores.

EXPANSION STRATEGY

Our expansion strategy includes:

- opening additional Men's Wearhouse and K&G stores in new and existing markets,

- increasing the size of certain existing Men's Wearhouse stores,

- expanding our tuxedo rental program to additional Men's Wearhouse stores,

- identifying strategic acquisition opportunities, including but not limited to international opportunities, and

- testing expanded merchandise categories in selected stores.

In general terms, we consider a geographic area served by a common group of television stations as a single market.

On a limited basis, we have acquired store locations, inventories, customer lists, trademarks and tradenames from existing menswear retailers in both new and existing markets. We may do so again in the future. At present, we plan to open an additional 20 new Men's Wearhouse stores and five new K&G stores in 2002, to close three Men's Wearhouse stores and one K&G store, to expand and relocate up to 24 existing Men's Wearhouse stores and up to five existing K&G stores and to continue expansion in subsequent years. We believe that our ability to increase the number of traditional stores in the United States above 550 will be limited. However, we believe that additional growth opportunities exist through selectively expanding existing stores, improving and diversifying the merchandise mix, relocating stores and expanding our K&G brand.

MERCHANDISING

Our stores offer a broad selection of designer, brand name and private label men's business attire, including a consistent stock of core items (such as navy blazers, tuxedos and basic suits). Although basic styles are emphasized, each season's merchandise reflects current fabric and color trends, and a small percentage of inventory, accessories in particular, are usually more fashion oriented. The broad merchandise

selection creates increased sales opportunities by permitting a customer to purchase substantially all of his tailored wardrobe and accessory requirements, including shoes, at our stores. Within our tailored clothing, we offer an assortment of styles from a variety of manufacturers and maintain a broad selection of fabrics, colors and sizes. We believe that the depth of selection offered provides us with an advantage over most of our competitors.

The Company's inventory mix includes "business casual" merchandise designed to meet increased demand for such products resulting from the trend toward more relaxed dress codes in the workplace. This merchandise consists of tailored and non-tailored clothing (sport coats, casual slacks, knits and woven sports shirts, sweaters and casual shoes) that complements the existing product mix and provides opportunity for enhanced sales without significant inventory risk.

We do not purchase significant quantities of merchandise overruns or close-outs. We provide recognizable quality merchandise at consistent prices that assist the customer in identifying the value available at our stores. We believe that the merchandise at Men's Wearhouse and Moores stores is generally offered 20% to 30% below traditional department and specialty store regular prices and that merchandise at K&G stores is generally 30% to 70% below regular retail prices charged by such stores. A ticket is affixed to each item, which displays our selling price alongside the price we regard as the regular price of the item at traditional department and specialty stores.

By targeting men's business attire, a category of men's clothing characterized by infrequent and more predictable fashion changes, we believe we are not as exposed to trends typical of more fashion-forward apparel retailers. This allows us to carry basic merchandise over to the following season and reduces the need for markdowns; for example, a navy blazer or gray business suit may be carried over to the next season. Our Men's Wearhouse and Moores stores have an annual sale after Christmas that runs through the month of January, during which prices on many items are reduced 20% to 50% off the everyday low prices. This sale reduces stock at year-end and prepares for the arrival of the new season's merchandise. In 2001, we had a similar event in mid-summer; however, the level of advertising for promotion of the summer event was lower than that for the year-end event.

During 1999, 2000 and 2001, 62.2%, 59.3% and 56.8%, respectively, of our total net merchandise sales were attributable to tailored clothing (suits, sport coats and slacks) and 37.8%, 40.7% and 43.2%, respectively, were attributable to casual attire, sportswear, shoes, shirts, ties, outerwear and other.

In addition to accepting cash, checks or nationally recognized credit cards, we offer our own private label credit card to Men's Wearhouse customers. We have contracted with a third-party vendor to provide all necessary servicing and processing and to assume all credit risks associated with our private label credit card program. We believe that the private label credit card provides us with an important tool for targeted marketing and presents an excellent opportunity to communicate with our customers. During 2001, our customers used the private label credit card for approximately 13% of our sales. During 2002, we plan to introduce the private label credit card to our Moores customers.

CUSTOMER SERVICE AND MARKETING

The Men's Wearhouse and Moores sales personnel are trained as clothing consultants to provide customers with assistance and advice on their apparel needs, including product style, color coordination, fabric and garment fit. For example, clothing consultants at Men's Wearhouse stores attend an intensive training program at our training facility in Fremont, California, which is further supplemented with weekly store meetings, periodic merchandise meetings and frequent interaction with multi-unit managers and merchandise managers.

We encourage our clothing consultants to be friendly and knowledgeable and to promptly greet each customer entering the store. Consultants are encouraged to offer guidance to the customer at each stage of the decision-making process, making every effort to earn the customer's confidence and to create a professional relationship that will continue beyond the initial visit. Clothing consultants are also encouraged to contact customers after the purchase or pick-up of tailored clothing to determine whether customers are satisfied with

their purchases and, if necessary, to take corrective action. Store personnel have full authority to respond to customer complaints and reasonable requests, including the approval of returns, exchanges, refunds, re-alterations and other special requests, all of which we believe helps promote customer satisfaction and loyalty.

K&G stores are designed to allow customers to select and purchase apparel by themselves. For example, each merchandise category is clearly marked and organized by size, and suits are specifically tagged "Athletic Fit," "Double-Breasted," "Three Button," etc., as a means of further assisting customers to easily select their styles and sizes. K&G employees assist customers with merchandise selection, including correct sizing.

Each of our stores provides on-site tailoring services to facilitate timely alterations at a reasonable cost to customers. Tailored clothing purchased at a Men's Wearhouse store will be pressed and re-altered (if the alterations were performed at a Men's Wearhouse store) free of charge for the life of the garment.

Because management believes that men prefer direct and easy store access, we attempt to locate our stores in neighborhood strip and specialty retail centers or in freestanding buildings to enable customers to park near the entrance of the store.

Our total annual advertising expenditures, which were $64.5 million, $69.7 million and $61.2 million in 1999, 2000 and 2001, respectively, are significant. The Company advertises principally on television and radio, which we consider the most effective means of attracting and reaching potential customers, and our advertising campaign is designed to reinforce our various brands.

PURCHASING AND DISTRIBUTION

We purchase merchandise from approximately 700 vendors. In 2001, no vendor accounted for 10% or more of purchases. Management does not believe that the loss of any vendor would significantly impact us. While we have no material long-term contracts with our vendors, we believe that we have developed an excellent relationship with our vendors, which is supported by consistent purchasing practices.

We believe we obtain favorable buying opportunities relative to many of our competitors. We do not request cooperative advertising support from manufacturers, which reduces the manufacturers' costs of doing business with us and enables them to offer us lower prices. Further, we believe we obtain better discounts by entering into purchase arrangements that provide for limited return policies, although we always retain the right to return goods that are damaged upon receipt or determined to be improperly manufactured. Finally, volume purchasing of specifically planned quantities purchased well in advance of the season enables more efficient production runs by manufacturers who, in turn, generally pass some of the cost savings back to us.

We purchase a significant portion of our inventory through a direct sourcing program. In addition to finished product, we purchase fabric from mills and contract with certain factories for the assembly of the finished product to be sold in our U.S. and Canadian stores. Arrangements for fabric and assembly have been with both domestic and foreign mills and factories. During 1999, 2000 and 2001, product procured through the direct sourcing program represented approximately 26%, 28% and 28%, respectively, of total inventory purchases for stores operating in the U.S. We expect that purchases through the direct sourcing program will represent approximately 23% of total purchases in 2002. During 1999, 2000 and 2001, our manufacturing operations at Golden Brand provided 56%, 45% and 47%, respectively, of inventory purchases for Moores stores and 2%, 6% and 5% during 1999, 2000 and 2001, respectively, of inventory purchases for Men's Wearhouse stores.

To protect against currency exchange risks associated with certain firmly committed and certain other probable, but not firmly committed, inventory transactions denominated in a foreign currency (primarily the Euro), we enter into forward exchange contracts. In addition, many of the purchases from foreign vendors are financed by letters of credit.

We have entered into license agreements with a limited number of parties under which we are entitled to use designer labels, such as "Gary Player(R)", "Principe(R)" and nationally recognized brand labels such as "Botany(R)" and "Botany 500(R)", in return for royalties paid to the licensor based on the costs of the relevant product. These license agreements generally limit the use of the individual label to products of a specific

nature (such as men's suits, men's formal wear or men's shirts). The labels licensed under these agreements will continue to be used in connection with a portion of the purchases under the direct sourcing program described above, as well as purchases from other vendors. We monitor the performance of these licensed labels compared to their cost and may elect to selectively terminate any license, as provided in the respective agreement. We have also purchased several trademarks, including "Cricketeer(R)," "Joseph & Feiss(R)," "Baracuta(R)," and "Pronto Uomo(R)," which are used similarly to our licensed labels. Because of the continued consolidation in the men's tailored clothing industry, we may be presented with opportunities to acquire or license other designer or nationally recognized brand labels.

All merchandise for Men's Wearhouse stores is received into our central warehouse located in Houston, Texas. Merchandise for a store is picked and then moved to the appropriate staging area for shipping. In addition to the central distribution center in Houston, we have space within certain Men's Wearhouse stores in the majority of our markets, which function as redistribution facilities for their respective areas. Most merchandise for Moores and K&G stores is direct shipped by vendors to the stores.

We lease and operate 30 long-haul tractors and 61 trailers, which, together with common carriers, are used to transport merchandise from the vendors to our distribution facilities and from the distribution facilities to Men's Wearhouse stores within each market. We also lease or own 67 smaller van-like trucks, which are used to deliver merchandise locally or within a given geographic region.

COMPETITION

We believe that the unit demand for men's tailored clothing has declined. Our primary competitors include specialty men's clothing stores, traditional department stores, off-price retailers, manufacturer-owned and independently owned outlet stores and three-day stores. Over the past several years market conditions have resulted in consolidation of the industry. We believe that the principal competitive factors in the menswear market are merchandise assortment, quality, price, garment fit, merchandise presentation, store location and customer service.

We believe that strong vendor relationships, our direct sourcing program and our buying power are the principal factors enabling us to obtain quality merchandise at attractive prices. We believe that our vendors rely on our predictable payment record and history of honoring promises, including our promise not to advertise names of labeled and unlabeled designer merchandise when requested. Certain of our competitors (principally department stores) may be larger and may have substantially greater financial, marketing and other resources than we have and therefore may have certain competitive advantages.

SEASONALITY

Like most retailers, our business is subject to seasonal fluctuations. Historically, over 30% of our net sales and over 45% of our net earnings have been generated during the fourth quarter of each year. Because of the seasonality of our business, results for any quarter are not necessarily indicative of the results that may be achieved for the full year (see Note 9 of Notes to Consolidated Financial Statements).

TRADEMARKS AND SERVICEMARKS

We are the owner in the United States of the trademark and servicemark, "The Men's Wearhouse(R)", and of federal registrations therefor expiring in 2010, 2009 and 2012, respectively, subject to renewal. We have also been granted registrations for that trademark and servicemark in 42 states (including Texas and California) of the 44 states in which we currently do business and have used those marks. Applications for the remaining two states are in process. We are also the owner of "Men's Wearhouse (and design)(R)". Our rights in the "The Men's Wearhouse(R)" mark are a significant part of our business, as the mark has become well known through our television and radio advertising campaigns. Accordingly, we intend to maintain our mark and the related registrations.

We are also the owner in the United States of the servicemarks "The Suit Warehouse" and "The Suit Warehouse and logo," which are tradenames used by certain of the stores in Michigan operated by K&G, and

"K&G", which is a tradename used by K&G stores. K&G stores also operate under the tradenames K&G Men's Superstore, K&G Men's Center, K&G MenSmart, and K&G Ladies. We own the registrations for "K&G(R)" and "K&G (stylized)(R)". The applications for the servicemarks "K&G Men's Superstore" and K&G Men's Superstore (and design) and K&G Ladies are in process. In addition, we own or license other trademarks/servicemarks used in the business, principally in connection with the labeling of product purchased through the direct sourcing program.

We own Canadian trademark registrations for the marks "Moores The Suit People(R)", "Moores Vetements Pour Hommes(R)" and "Moores Vetements Pour Hommes (and design)(R)". Moores stores operate under the tradenames Moores The Suit People and Moores Clothing for Men. The applications for the servicemarks for "Moores Clothing for Men" and "Moores Clothing for Men (and design)" have also been filed.

EMPLOYEES

At February 2, 2002, we had approximately 10,800 employees, of whom approximately 8,300 were full-time and approximately 2,500 were part-time employees. Seasonality affects the number of part-time employees as well as the number of hours worked by full-time and part-time personnel. Approximately 939 of our employees at Golden Brand belong to the Union of Needletrades, Industrial and Textile Employees. Golden Brand is part of a collective bargaining unit, of which it is the largest company. The current union contract expires in November 2005.

ITEM 2. PROPERTIES

As of February 2, 2002, we operated 567 stores in 43 states and the District of Columbia and 113 stores in 10 Canadian provinces. The following table sets forth the location, by state or province, of these stores:

<Table>
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	MEN'S WEARHOUSE	K&G	MOORES
<S>	<C>	<C>	<C>
UNITED STATES			
California	87	5	
Texas	46	12	
Florida	36	2	
Illinois	23	4	
Michigan	20	5	
New York	20	2	
Pennsylvania	20	2	
Ohio	17	5	
Virginia	17	1	
Georgia	15	7	
Washington	13	2	
Massachusetts	14	3	
North Carolina	12	1	
New Jersey	13	5	
Colorado	12	2	
Maryland	12	4	
Arizona	11		
Minnesota	10	2	
Tennessee	9	1	
Indiana	8	1	
Missouri	9	1	
Connecticut	8	1	
Oregon	8		
Wisconsin	7		
Alabama	5		
Nevada	5		
Utah	5		
Louisiana	4	1	
South Carolina	3		
Kentucky	3		
Nebraska	3		
New Hampshire	3		
Oklahoma	3		
Kansas	3	1	
New Mexico	2		
Delaware	2		
Arkansas	1		
District of Columbia	1		
Idaho	1		
Iowa	2		
Mississippi	1		
Rhode Island	1		
South Dakota	1		
Maine	1		
CANADA			
Ontario			49
Quebec			23
British Columbia			14
Alberta			12
Manitoba			5
New Brunswick			3
Nova Scotia			3
Saskatchewan			2
Newfoundland			1
Prince Edward Island			1
Total	497	70	113

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Men's Wearhouse and Moores stores vary in size from approximately 2,850 to 15,100 total square feet (average square footage at February 2, 2002 was 5,501 square feet). Men's Wearhouse and Moores stores are primarily located in middle and upper-middle income neighborhood strip and specialty retail shopping centers. We believe our customers generally prefer to limit the amount of time they spend shopping for menswear and seek easily accessible store sites.

Men's Wearhouse and Moores stores are designed to further our strategy of facilitating sales while making the shopping experience pleasurable. We attempt to create a specialty store atmosphere through effective merchandise presentation and sizing, attractive in-store signs and efficient checkout procedures. Most of these stores have similar floor plans and merchandise presentation to facilitate the shopping experience and sales process. Designer, brand name and private label garments are intermixed, and emphasis is placed on the fit of the garment rather than on a particular label or manufacturer. Each store is staffed with clothing consultants and sales associates and has a tailoring facility with at least one tailor.

K&G stores vary in size from approximately 5,400 to 50,000 total square feet (average square footage at February 2, 2002 was 20,509 square feet). K&G stores are "destination" stores located primarily in low-cost warehouses and secondary strip shopping centers that are easily accessible from major highways and thoroughfares. K&G has created a 25,000 square foot prototype men's and ladies' superstore with fitting rooms and convenient check-out, customer service and tailoring areas. K&G stores are organized to convey the impression of a dominant assortment of first-quality merchandise and to project a no-frills, value-oriented warehouse atmosphere. Each element of store layout and merchandise presentation is designed to reinforce K&G's strategy of providing a large selection and assortment in each category. We seek to make K&G stores "customer friendly" by utilizing store signage and grouping merchandise by categories and sizes, with brand name and private label merchandise intermixed. We also seek to instill a sense of urgency for the customer to purchase by opening K&G stores for business on Fridays, Saturdays and Sundays only, except for a limited number of Monday holidays and an expanded schedule for the holiday season when stores are open every day. Each store is typically staffed with a manager, assistant manager and other employees who serve as customer service and sales personnel and cashiers. Each store also has a tailoring facility with at least one tailor.

We lease our stores on terms generally from five to ten years with renewal options at higher fixed rates in most cases. Leases typically provide for percentage rent over sales break points. Additionally, most leases provide for a base rent as well as "triple net charges", including but not limited to common area and maintenance expenses, property taxes, utilities, center promotions and insurance. In certain markets, we lease between 1,000 and 5,000 additional square feet in a Men's Wearhouse store to be utilized as a redistribution facility in that geographic area.

We own a 240,000 square foot facility situated on approximately seven acres of land in Houston, Texas which serves as our principal office, warehouse and distribution facility. Approximately 65,000 square feet of this facility is used as office space for our financial, information technology and merchandising departments with the remaining 175,000 square feet serving as a warehouse and distribution center. We also own a 150,000 square foot facility, situated on an adjacent six acres, comprised of approximately 9,000 square feet of office space and 141,000 square feet serving as a warehouse and distribution center. During 1999, we purchased a 46-acre site in Houston on which we plan to develop additional new distribution facilities. The first phase of development, an approximately 385,000 square foot distribution center to support our tuxedo rental program and our flat-packed merchandise, became operational during the first and second quarters of 2001. No further development is currently planned for 2002.

Our executive offices in Fremont, California are housed in a 35,500 square foot facility that we own. This facility serves as an office and training facility.

K&G leases a 100,000 square foot facility in Atlanta, Georgia which serves as an office, distribution and store facility. Approximately 47,000 square feet of this facility is used as office space for financial, information technology and merchandising personnel, 23,000 square feet is used as a distribution center for store fixtures and supplies and the remaining 30,000 square feet is used as a store.

Moores leases a 37,700 square foot facility in Toronto, Ontario, comprised of approximately 17,900 square feet of office space and 19,800 square feet used as a warehouse and distribution center. Moores also leases a 94,700 square foot warehouse facility in Montreal, Quebec, and a 230,000 square foot facility in Montreal, Quebec comprised of approximately 13,000 square feet of office space, 37,600 square feet of warehouse space and 179,400 square feet of manufacturing space.

ITEM 3. LEGAL PROCEEDINGS

On May 11, 2001, a lawsuit was filed against the Company in the Superior Court of California for the County of San Diego, Cause No. GIC 767223 (the "Suit"). The Suit, which was brought as a purported class action, alleges several causes of action, each based on the factual allegation that the Company advertised and sold men's slacks at a marked price that was exclusive of a hemming fee for the pants. The Suit seeks: (i) permanent and preliminary injunctions against advertising slacks at prices which do not include hemming; (ii) restitution of all funds allegedly acquired by means of any act or practice declared by the Court to be unlawful or fraudulent or to constitute unfair competition under certain California statutes, (iii) prejudgment interest; (iv) compensatory and punitive damages; (v) attorney's fees; and (vi) costs of suit. The Company believes that the Suit is without merit and the allegations are contrary to customary and well recognized and accepted practices in the sale of men's tailored clothing. The complaint in the Suit was subsequently amended to add similar causes of action and requests for relief based upon allegations that the Company's alleged "claims that [it] sell[s] the same garments as department stores at 20% to 30% less" are false and misleading. The Company believes that such added causes of action are also without merit. The court has not yet decided whether the action may proceed as a class action. The Company intends to vigorously defend the Suit.

In addition, we are involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of our business. Management believes that none of these matters will have a material adverse effect on our financial condition or results of operations.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the fourth quarter of the fiscal year ended February 2, 2002.

PART II

ITEM 5. MARKET FOR THE COMPANY'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common stock is traded on the New York Stock Exchange under the symbol "MW." Prior to October 2, 2000, the Company's stock was traded on the NASDAQ National Market System under the symbol "MENS." Prior to April 3, 2000, the Company's stock was traded on the NASDAQ National Market System under the symbol "SUIT". The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices per share for our common stock as reported by the New York Stock Exchange and the NASDAQ National Market System.

	HIGH	LOW
FISCAL YEAR 2000		
First quarter ended April 29, 2000	$30.00	$20.00
Second quarter ended July 29, 2000	26.50	17.25
Third quarter ended October 28, 2000	34.00	24.50
Fourth quarter ended February 3, 2001	33.07	21.00
FISCAL YEAR 2001		
First quarter ended May 5, 2001	$32.49	$20.50
Second quarter ended August 4, 2001	30.00	22.35
Third quarter ended November 3, 2001	26.60	17.00
Fourth quarter ended February 2, 2002	24.61	17.87

On April 19, 2002, there were approximately 1,280 holders of record and approximately 7,100 beneficial holders of our common stock.

We have not paid cash dividends on our common stock and for the foreseeable future we intend to retain all of our earnings for the future operation and expansion of our business. Our credit agreement prohibits the payment of cash dividends on our common stock (see Note 4 of Notes to Consolidated Financial Statements).

ITEM 6. SELECTED FINANCIAL DATA

The following selected statement of earnings and balance sheet information for the fiscal years indicated has been derived from The Men's Wearhouse, Inc. (the "Company") audited consolidated financial statements. The Selected Financial Data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and notes thereto. References herein to years are to the Company's 52-week or 53-week fiscal year, which ends on the Saturday nearest January 31 in the following calendar year. For example, references to "2001" mean the fiscal year ended February 2, 2002. All fiscal years for which financial information is included herein had 52 weeks, except 2000 which had 53 weeks.

Financial and operating data for all periods presented reflect the retroactive effect of the February 1999 combination with Moores Retail Group Inc. ("Moores") and the June 1999 combination with K&G Men's Center, Inc. ("K&G"), both accounted for as a pooling of interests (see Note 2 of Notes to Consolidated Financial Statements). The pro forma 1999 statement of earnings data excludes the non-recurring charges related to these combinations.

	1997	1998	1999	PRO FORMA 1999	2000	2001
	(DOLLARS AND SHARES IN THOUSANDS, EXCEPT PER SHARE AND PER SQUARE FOOT DATA)					
STATEMENT OF EARNINGS DATA:						
Net sales	$875,319	$1,037,831	$1,186,748	$1,186,748	$1,333,501	$1,273,154
Gross margin	315,169	377,834	438,966	438,966	514,666	451,111
Operating income	74,333	95,045	100,931	115,638	141,158	73,841
Earnings before extraordinary item	37,334	50,142	55,957	67,188	84,661	43,276
Earnings per share of common stock before extraordinary item(1):						
Basic	$ 0.95	$ 1.23	$ 1.34	$ 1.61	$ 2.03	$ 1.06
Diluted	$ 0.93	$ 1.19	$ 1.32	$ 1.58	$ 2.00	$ 1.04

Weighted average shares outstanding(1)....................	39,194	40,738	41,848	41,848	41,769	40,997
Weighted average shares outstanding plus dilutive potential common shares(1).........................	42,275	42,964	42,452	42,452	42,401	41,446
OPERATING INFORMATION:						
Percentage increase/(decrease) in comparable US store sales(2)......	9.2%	9.6%	7.7%		3.3%	(10.2)%
Percentage increase in comparable Canadian store sales(2)...........	4.5%	2.1%	0.3%		8.3%	4.2%
Average square footage -- all stores(3).........................	5,868	6,146	6,193		6,520	7,046
Average sales per square foot of selling space(4)..................	$ 378	$ 384	$ 400		$ 406	$ 336
Number of stores:						
Open at beginning of the period...	460	526	579		614	651
Opened............................	65	65	54		39	32
Acquired..........................	6	4	--		1	--
Closed............................	(5)	(16)	(19)		(3)	(3)
Open at end of the period.........	526	579	614		651	680
CAPITAL EXPENDITURES................	$ 31,825	$ 53,474	$ 47,506		$ 79,411	$ 64,777

</Table>

<Table>
<Caption>

<S>	JANUARY 31, 1998 <C>	JANUARY 30, 1999 <C>	JANUARY 29, 2000 <C>	FEBRUARY 3, 2001 <C>	FEBRUARY 2, 2002 <C>
BALANCE SHEET INFORMATION:					
Working capital..................................	$234,376	$230,624	$280,251	$316,213	$301,935
Total assets.....................................	500,371	535,076	611,195	713,317	717,869
Long-term debt(5)................................	107,800	44,870	46,697	42,645	37,740
Shareholders' equity.............................	261,357	351,455	408,973	494,987	509,883

</Table>

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(1) Adjusted to give effect to a 50% stock dividend effected on June 19, 1998.

(2) Comparable store sales data is calculated by excluding the net sales of a store for any month of one period if the store was not open throughout the same month of the prior period. Fiscal year 2000 is calculated on a 52-week basis.

(3) Average square footage -- all stores is calculated by dividing the total square footage for all stores open at the end of the period by the number of stores open at the end of such period.

(4) Average sales per square foot of selling space is calculated by dividing total selling square footage for all stores open the entire year into total sales for those stores.

(5) January 31, 1998 balances include the 5 1/4% Convertible Subordinated Notes Due 2003. In August 1998, the Company gave notice to the holders of its outstanding 5 1/4% Convertible Subordinated Notes (the "Notes") that the Company would redeem the Notes on September 14, 1998. As a result, $36.8 million principal amount of the Notes was converted into 1.6 million shares of the Company's common stock and $20.7 million principal amount was redeemed for an aggregate of $21.5 million. An extraordinary charge of $0.7 million, net of tax benefit of $0.5 million, related to the early retirement of the Notes in fiscal 1998 was recognized.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

The Men's Wearhouse opened its first store in Houston, Texas in August 1973. The Company combined with Moores Retail Group Inc. ("Moores") in February 1999 and with K&G Men's Center, Inc. ("K&G") in June 1999, with both combinations accounted for as a pooling of interests (see Note 2 of Notes to Consolidated Financial Statements). At February 2, 2002, we operated 567 stores in the United States and 113 stores in Canada. We opened 54 stores in 1999, 39 stores in 2000 and 32 stores in 2001; in addition, we acquired one store in 2000. Expansion is generally continued within a market as long as management believes it will provide profitable incremental sales volume. Historically, this growth has resulted in significant increases in net sales and has also contributed to increased net earnings. However, in 2001, we experienced decreases in net sales and net earnings as a result of the declining US economy and the effects of the events of September 11, 2001 (see "Results of Operations" discussion herein).

Like most retailers, our business is subject to seasonal fluctuations. Historically, more than 30% of our net sales and more than 45% of our net earnings have been generated during the fourth quarter of each year. Because of the seasonality of our business, results for any quarter are not necessarily indicative of the results that may be achieved for the full year.

We intend to continue our expansion in new and existing markets. We plan to open approximately 20 new Men's Wearhouse stores and five new K&G stores in 2002 and to expand and relocate approximately 24 existing Men's Wearhouse stores and up to five existing K&G stores. The average cost (excluding telecommunications and point-of-sale equipment and inventory) of opening a new store is expected to be approximately $0.3 million for a Men's Wearhouse store and approximately $0.6 million for a K&G store in 2002.

We have closed 25 stores in the three years ended February 2, 2002. Generally, in determining whether to close a store, we consider the store's historical and projected performance and the continued desirability of the store's location. In determining store contribution, the Company considers net sales, cost of sales and other direct store costs, but excludes buying costs, corporate overhead, depreciation and amortization, financing costs and advertising. Store performance is continually monitored and, occasionally, as neighborhoods and shopping areas change, management may determine that it is in our best interest to close or relocate a store. In 1999, four of the stores closed were stores acquired in January 1997 that were closed as part of our efforts to integrate and develop our operations that target the more price sensitive clothing customer. Of the remaining 15 stores closed in 1999, two were closed due to substandard performance or lease expiration and 13 were closed to eliminate duplicate store sites following the combinations with Moores and K&G. In 2000, three stores were closed due to substandard performance. In 2001, three stores were closed due to substandard performance or lease termination.

CRITICAL ACCOUNTING POLICIES

The preparation of our consolidated financial statements requires the appropriate application of accounting policies in accordance with generally accepted accounting principles. In many instances, this also requires management to make estimates and assumptions about future events that affect the amounts and disclosures included in our financial statements. We base our estimates on historical experience and various assumptions that we believe are reasonable under the circumstances. However, since future events and conditions and their effects cannot be determined with certainty, actual results will differ from our estimates, and such differences could be material to our financial statements.

Our accounting policies are described in Note 1 of Notes to Consolidated Financial Statements. We consistently apply these policies and continuously evaluate the reasonableness of our estimates in light of actual events. Historically, we have found our accounting policies to be appropriate and our estimates and assumptions reasonable. We believe our critical accounting policies and our most significant estimates are those that relate to inventories and our estimated liabilities for the self-insured portions of our workers' compensation and employee health benefit costs.

Our inventory is carried at the lower of cost or market. Cost is determined on the first-in, first-out method for approximately 74% of our inventory and on the retail inventory method for the remaining 26%. Our inventory cost also includes estimated procurement and distribution costs (warehousing, freight, hangers and merchandising costs) associated with the inventory, with the balance of such costs included in cost of sales. We make assumptions, based primarily on historical experience, as to items in our inventory that may be damaged, obsolete or salable only at marked down prices and reduce the cost of inventory to reflect the market value of these items. If actual damages, obsolescence or market demand is significantly different from our estimates, additional inventory write-downs could be required. In addition, procurement and distribution costs are allocated to inventory based on the ratio of annual product purchases to average inventory cost. If this ratio were to change significantly, it could materially affect the amount of procurement and distribution costs included in cost of sales.

We self-insure portions of our workers' compensation and employee medical costs. We estimate our liability for future payments under these programs based on historical experience and various assumptions as to participating employees, health care costs, number of claims and other factors. We also use actuarial estimates with respect to workers' compensation. If the number of claims or the costs associated with those claims were to increase significantly over our estimates, additional charges to earnings could be necessary to cover required payments.

RESULTS OF OPERATIONS

The following table sets forth the Company's results of operations expressed as a percentage of net sales for the periods indicated:

<Table>
<Caption>

	FISCAL YEAR		
	1999	2000	2001
<S>	<C>	<C>	<C>
Net sales..	100.0%	100.0%	100.0%
Cost of goods sold, including buying and occupancy costs....	63.0	61.4	64.6

Gross margin	37.0	38.6	35.4
Selling, general and administrative expenses	27.2	28.0	29.6
Combination expenses	1.3	--	--
Operating income	8.5	10.6	5.8
Interest expense, net	0.2	0.1	0.2
Earnings before income taxes	8.3	10.5	5.6
Income taxes	3.6	4.2	2.2
Earnings before extraordinary item	4.7%	6.3%	3.4%

</Table>

2001 COMPARED WITH 2000

The following table presents a breakdown of 2000 and 2001 net sales of the Company by stores open in each of these periods (in millions):

<Table>
<Caption>

	NET SALES		
STORES	2000	2001	INCREASE/ (DECREASE)
<S>	<C>	<C>	<C>
32 stores opened in 2001	$ --	$ 26.7	$ 26.7
40 stores opened or acquired in 2000	37.6	74.4	36.8
Stores opened before 2000	1,295.9	1,172.1	(123.8)
Total	$1,333.5	$1,273.2	$ (60.3)

</Table>

The Company's net sales decreased $60.3 million, or 4.5%, to $1,273.2 million for 2001 due primarily to decreased sales in US stores open prior to fiscal year 2000, offset by increased sales from stores opened in 2000

and 2001. Comparable store sales (which are calculated by excluding the net sales of a store for any month of one period if the store was not open throughout the same month of the prior period) for 2001 decreased 10.2% in the US and increased 4.2% in Canada from 2000. The decrease in comparable sales for the US stores was due mainly to the declining US economy. Sales of men's tailored apparel are particularly affected since buying patterns for men are considered to be more discretionary than those in other apparel areas. The negative effect of the terrorist events of September 11, 2001 on retail and numerous other business sectors also contributed to the decline.

Gross margin decreased $63.6 million, or 12.3%, to $451.1 million in 2001. As a percentage of sales, gross margin decreased from 38.6% in 2000 to 35.4% in 2001. This decrease in gross margin predominately resulted from an increase in occupancy cost (which is relatively constant on a per store basis) as a percentage of sales and a larger percentage of the sales mix being contributed by our lower margin K&G brand.

Selling, general and administrative ("SG&A") expenses, as a percentage of sales, were 29.6% in 2001 compared to 28.0% in 2000, with SG&A expenditures increasing by $3.8 million or 1.0% to $377.3 million. On an absolute dollar basis, the principal components of SG&A expenses increased primarily due to our growth in number of stores and increased infrastructure support costs. As a percentage of sales, advertising expense decreased from 5.2% to 4.8%, store salaries increased from 11.1% to 11.4% and other SG&A expenses increased from 11.7% to 13.4%.

Interest expense, net of interest income, increased from $0.8 million in 2000 to $2.9 million in 2001. Weighted average borrowings outstanding increased $15.4 million from the prior year to $65.3 million in 2001, and the weighted average interest rate on outstanding indebtedness decreased from 7.1% to 5.4%. The increase in the weighted average borrowings resulted primarily from increased short-term borrowings under our credit facilities. The decrease in the weighted average interest rate was due primarily to decreases during 2001 in the LIBOR rate. Interest expense was offset by interest income from the investment of excess cash of $2.8 million in 2000 and $0.8 million in 2001. See "Liquidity and Capital Resources" discussion herein.

Our effective income tax rate for the year ended February 2, 2002 was 39.0% compared to 39.7% for the prior year. The effective tax rate was higher than the statutory federal rate of 35% primarily due to the effect of state income taxes.

These factors resulted in 2001 net earnings of $43.3 million or 3.4% of net sales, compared with 2000 net earnings of $84.7 million or 6.3% of net sales.

2000 COMPARED WITH 1999

The following table presents a breakdown of 1999 and 2000 net sales of the Company by stores open in each of these periods (in millions):

STORES	NET SALES 1999	2000	INCREASE
40 stores opened or acquired in 2000	$ --	$ 37.6	$ 37.6
54 stores opened in 1999	49.5	126.3	76.8
Stores opened before 1999	1,137.2	1,169.6	32.4
Total	$1,186.7	$1,333.5	$146.8

Our net sales increased $146.8 million, or 12.4%, to $1,333.5 million for 2000 due primarily to sales resulting from the increased number of stores and increased sales at existing stores. Sales also increased as a result of the additional week in 2000, a 53-week year. Comparable store sales for 2000, calculated on a 52-week to 52-week basis, increased 3.3% in the US and 8.3% in Canada from 1999.

Gross margin increased $75.7 million, or 17.2%, to $514.7 million in 2000. As a percentage of sales, gross margin increased from 37.0% in 1999 to 38.6% in 2000. This increase in gross margin resulted mainly from a decrease in product costs as a percentage of sales, offset partially by an increase in occupancy costs.

Selling, general and administrative ("SG&A") expenses, as a percentage of sales, were 28.0% in 2000, a 0.8% increase from the prior year, while SG&A expenditures increased by $50.2 million to $373.5 million. On an absolute dollar basis, the principal components of SG&A expenses increased primarily due to our growth. As a percentage of net sales, advertising expense decreased from 5.4% to 5.2%, store salaries increased from 10.6% to 11.1% and other SG&A expenses increased from 11.2% to 11.7%.

Interest expense, net of interest income, decreased from $2.6 million in 1999 to $0.8 million in 2000. Weighted average borrowings outstanding decreased $11.1 million from the prior year to $49.9 million in 2000, and the weighted average interest rate on outstanding indebtedness increased from 6.8% to 7.1%. The decrease in the weighted average borrowings resulted primarily from payments on long-term debt and reduced short-term borrowings under our credit facilities. The increase in the weighted average interest rate was due primarily to increases during 2000 in the LIBOR rate. Interest expense was offset by interest income from the investment of excess cash of $1.6 million in 1999 and $2.8 million in 2000. See "Liquidity and Capital Resources" discussion herein.

Our effective income tax rate for the year ended February 3, 2001 was 39.7% and 43.1% for the prior year. The effective tax rate was higher than the statutory federal rate of 35% primarily due to the effect of state income taxes, the nondeductibility of a portion of meal and entertainment expenses and, in 1999, nondeductible transaction costs.

These factors resulted in 2000 earnings before extraordinary item of $84.7 million or 6.3% of net sales, compared with 1999 earnings before extraordinary item of $56.0 million or 4.7% of net sales. Our earnings before extraordinary item, as reported and after the effect of non-recurring charges related to the combinations with Moores and K&G in 1999, were as follows (in thousands, except per share amounts):

	FISCAL YEAR 1999	2000
Earnings before extraordinary item, as reported	$55,957	$84,661
Combination expenses:		
Transaction costs, net of tax benefit of $633	7,074	--
Duplicative store closing costs, net of tax benefit of $2,471	3,599	--
Litigation costs, net of tax benefit of $372	558	--
Earnings before extraordinary item and non-recurring charges	$67,188	$84,661
Diluted earnings per share before extraordinary item, as reported	$ 1.32	$ 2.00
Diluted earnings per share before extraordinary item and non-recurring charges	$ 1.58	$ 2.00

LIQUIDITY AND CAPITAL RESOURCES

We have a revolving credit agreement with a group of banks (the "Credit

Agreement") that provides for borrowing of up to $125 million through February 5, 2004. Advances under the Credit Agreement bear interest at a rate per annum equal to, at our option, the agent's prime rate or the reserve adjusted LIBOR rate plus a varying interest rate margin. The Credit Agreement also provides for fees applicable to unused commitments. As of February 3, 2001 and February 2, 2002, there was no indebtedness outstanding under the Credit Agreement.

The Credit Agreement contains various restrictive and financial covenants, including the requirement to maintain a minimum level of net worth and certain financial ratios. The Credit Agreement also prohibits payment of cash dividends on our common stock. We are in compliance with the covenants in the Credit Agreement.

In addition, we have two Canadian credit facilities: a revolving credit agreement which provides for borrowings up to Can$30 million (US$19 million) through February 5, 2004 and a term credit agreement

under which we borrowed Can$75 million (US$47 million) in February 1999. The term borrowing is payable in quarterly installments of Can$0.9 million (US$0.6 million) beginning May 1999, with the remaining unpaid principal payable on February 5, 2004. The effective interest rate for the term borrowing was 6.3% and 2.8% at February 3, 2001 and February 2, 2002, respectively. Covenants and interest rates are substantially similar to those contained in our Credit Agreement. As of February 3, 2001 and February 2, 2002, there was US$45.2 million and US$40.1 million outstanding under these credit agreements, respectively.

Our primary sources of working capital are cash flow from operations and borrowings under the Credit Agreement. We had working capital of $280.3 million, $316.2 million and $301.9 million at the end of 1999, 2000 and 2001, respectively. Historically, our working capital has been at its lowest level in January and February, and has increased through November as inventory buildup is financed with both short-term and long-term borrowings in preparation for the fourth quarter selling season.

Our operating activities provided net cash of $101.3 million, $94.7 million and $52.3 million in 1999, 2000 and 2001, respectively. These amounts resulted mainly from net earnings plus depreciation and amortization and increases in liabilities, offset by increases in inventories and other assets and, in 2001, a decrease in income taxes payable. The increase in inventories of $15.7 million in 1999, $36.6 million in 2000 and $22.8 million in 2001 resulted from the addition of inventory for new and acquired stores and stores expected to be opened shortly after the year-end, backstocking and the purchase of fabric used in the direct sourcing of inventory. Other assets increased primarily due to increased investment in tuxedo rental merchandise, while income taxes payable decreased in 2001 mainly due to reduced earnings.

Our investing activities used net cash of $43.9 million, $83.4 million and $66.4 million in 1999, 2000 and 2001, respectively, due mainly to capital expenditures of $47.5 million, $79.4 million and $64.8 million in 1999, 2000 and 2001, respectively. The following table details our capital expenditures (in millions):

<Table>
<Caption>

<S>	1999 <C>	2000 <C>	2001 <C>
New store construction	$17.2	$15.9	$13.3
Relocation and remodeling of existing stores	13.5	28.9	27.8
Information technology	9.3	18.2	13.2
Distribution facilities	4.0	10.0	6.4
Other	3.5	6.4	4.1
Total	$47.5	$79.4	$64.8

</Table>

Property additions relating to new stores include stores in various stages of completion at the end of the fiscal year (one store at the end of 1999, two stores at the end of 2000 and three stores at the end of 2001). Our expenditures for the relocation and remodeling of existing stores have increased as we have opened fewer new stores.

In addition, in 1999 the Company purchased the minority interests in certain K&G stores for $2.1 million. We also had $6.0 million cash provided from investing activities in 1999 from net maturities of short-term investments.

In March 2002, we entered into agreements for the license, implementation and maintenance of several software applications developed and owned by a third party. The applications subject to the agreements relate to transaction processing associated with purchasing, distributing and retail sales of merchandise, as well as tools necessary to plan those activities and evaluate actual performance. We expect the phased implementation of these software applications to take place over the next 36 months and ultimately lead to a common system across all of our brands.

During 2002, we expect to incur approximately $6 million for software and related implementation costs and similar amounts in each of the subsequent two years. The timetable with respect to this implementation is within our discretion.

We used net cash in financing activities of $10.5 million in 1999, $4.7 million in 2000 and $30.7 million in 2001 mainly for net payments of long-term debt and purchases of treasury stock. In January 2000, the Board of Directors authorized the repurchase of up to one million shares in the open market or in private transactions, dependent on the market price and other considerations. On January 31, 2001, the Board of Directors authorized an expansion of the stock repurchase program for up to an additional two million shares of our common stock. During 2000 and 2001, we repurchased 335,000 and 1,185,000 shares of our common stock under this program at a cost of $7.9 million and $30.4 million, respectively.

During 2000, in connection with the share repurchase program, we issued three separate option contracts under which the contract counterparties had the option to require us to purchase 650,000 shares of our common stock at specific strike prices per share. We received premiums of $0.9 million for issuing these contracts, all of which expired unexercised.

Our primary cash requirements are to finance working capital increases as well as to fund capital expenditure requirements which are anticipated to be approximately $36.0 million for 2002. This amount includes the anticipated costs of opening approximately 20 new Men's Wearhouse stores and five new K&G stores in 2002 at an expected average cost per store of approximately $0.3 million for the Men's Wearhouse stores and approximately $0.6 million for the K&G stores (excluding telecommunications and point-of-sale equipment and inventory). The balance of the capital expenditures for 2002 will be used for telecommunications, point-of-sale and other computer equipment and systems and store relocations, remodeling and expansion. The Company anticipates that each of the approximately 20 new Men's Wearhouse stores and each of the approximately five new K&G stores will require, on average, an initial inventory costing approximately $0.5 million and $1.0 million, respectively (subject to the same seasonal patterns affecting inventory at all stores), which will be funded by our revolving credit facility, trade credit and cash from operations. The actual amount of future capital expenditures and inventory purchases will depend in part on the number of new stores opened and the terms on which new stores are leased. Additionally, the continuing consolidation of the men's tailored clothing industry and recent financial difficulties of significant menswear retailers may present us with opportunities to acquire retail chains significantly larger than our past acquisitions. Any such acquisitions may be undertaken as an alternative to opening new stores. We may use cash on hand, together with cash flow from operations, borrowings under the Credit Agreement and issuances of equity securities, to take advantage of significant acquisition opportunities.

We anticipate that our existing cash and cash flow from operations, supplemented by borrowings under our various credit agreements, will be sufficient to fund planned store openings, other capital expenditures and operating cash requirements for at least the next 12 months.

In connection with our direct sourcing program, we may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). We generally enter into forward exchange contracts to reduce the risk of currency fluctuations related to such commitments. As the majority of the forward exchange contracts are with five financial institutions, we are exposed to credit risk in the event of nonperformance by these parties. However, due to the creditworthiness of these major financial institutions, full performance is anticipated. We may also be exposed to market risk as a result of changes in foreign exchange rates. This market risk should be substantially offset by changes in the valuation of the underlying transactions.

OTHER MATTERS

In January 2000, we formed a joint venture company ("Chelsea") for the purpose of developing a new point-of-sale software system for the Company and after successful implementation, exploring the possibility of marketing the system to third parties. Under the terms of the agreement forming Chelsea, we owned 50% of Chelsea and a director and officer owned 50% with the understanding that the officer would assign, either directly or indirectly, some of his interest in Chelsea to other persons involved in the project. The point-of-sale system was developed and successfully deployed by the Company during 2000 and 2001. From January 2000 though March 2002, we funded and recognized as expense all of the operating costs of Chelsea, which aggregated $4.5 million. On March 31, 2002, Chelsea sold substantially all of its assets to an unrelated

company regularly engaged in the development and licensing of software to the retail industry. In connection with the sale, a former employee of Chelsea filed suit attempting to enjoin the sale and alleging that he owned or was otherwise entitled to part of the officer's interest in Chelsea and alleging that the Company conspired with the officer to deprive him of such interest. This suit was settled in connection with the sale by paying the claimant a portion of the sale proceeds; concurrently, in connection with the settlement, the officer assigned his remaining interest in Chelsea to us and received none of the proceeds. As a result of the sale by Chelsea, and after giving effect to the settlement of the lawsuit, the Company received a net amount of $7.0 million. Approximately $4.5 million of this amount will be recognized as a pretax gain by the Company pending the resolution over the next 12 months of certain indemnification provisions related to the assets sold.

IMPACT OF NEW ACCOUNTING PRONOUNCEMENTS

In June 2001, the Financial Accounting Standards Board ("FASB") issued two new pronouncements: Statements of Financial Accounting Standards No. 141, "Business Combinations" ("SFAS 141"), and No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 requires all business combinations completed after June 30, 2001 to be accounted for using the purchase method and eliminates the pooling of interests method. SFAS 142 eliminates the amortization of goodwill and indefinite-lived intangible assets and is effective for fiscal years beginning after December 15, 2001. We will adopt SFAS 142 at the beginning of fiscal 2002, which will eliminate approximately $2.8 million of amortization expense related to the $35.6 million unamortized cost of such assets as of February 2, 2002. Amortization expense recognized in fiscal 2000 and 2001 for these assets was $3.2 million and $2.8 million, respectively. Based on the results of our preliminary evaluation of the impairment testing provisions of SFAS 142, we do not expect the adoption of this statement to have a material effect on our financial position or results of operations in the foreseeable future.

In June and August 2001, the FASB issued Statement No. 143, "Accounting for Asset Retirement Obligations" ("SFAS 143"), and Statement No. 144, "Impairment or Disposal of Long-lived Assets" ("SFAS 144"). SFAS 143 addresses the accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated retirement costs and is effective for fiscal years beginning after June 15, 2002. SFAS 144 provides a single accounting model for the impairment or disposal of long-lived assets and is effective for fiscal years beginning after December 15, 2001. Our adoption of these statements is not expected to have a material impact on our financial position or results of operations.

INFLATION

The impact of inflation on the Company has been minimal.

FORWARD-LOOKING STATEMENTS

Certain statements made herein and in other public filings and releases by the Company contain "forward-looking" information (as defined in the Private Securities Litigation Reform Act of 1995) that involve risk and uncertainty. These forward-looking statements may include, but are not limited to, future capital expenditures, acquisitions (including the amount and nature thereof), future sales, earnings, margins, costs, number and costs of store openings, demand for clothing, market trends in the retail clothing business, currency fluctuations, inflation and various economic and business trends. Forward-looking statements may be made by management orally or in writing, including, but not limited to, this Management's Discussion and Analysis of Financial Condition and Results of Operations section and other sections of our filings with the Securities and Exchange Commission under the Securities Exchange Act of 1934 and the Securities Act of 1933.

Actual results and trends in the future may differ materially depending on a variety of factors including, but not limited to, domestic and international economic activity and inflation, our successful execution of internal operating plans and new store and new market expansion plans, performance issues with key suppliers, severe weather, foreign currency fluctuations, government export and import policies and legal proceedings.

Future results will also be dependent upon our ability to continue to identify and complete successful expansions and penetrations into existing and new markets and our ability to integrate such expansions with our existing operations.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to exposure from fluctuations in U.S. dollar/Euro exchange rates. As further described in Note 8 of Notes to Consolidated Financial Statements, we utilize foreign currency forward exchange contracts to limit exposure to changes in currency exchange rates. At February 2, 2002, we had 20 contracts maturing in varying increments to purchase an aggregate notional amount of $16.9 million in foreign currency, maturing at various dates through January 2003. At February 3, 2001, we had 30 contracts maturing in varying increments to purchase an aggregate notional amount of $26.5 million in foreign currency. Unrealized pretax losses on these forward contracts totaled approximately $1.2 million at February 2, 2002 and approximately $0.6 million at February 3, 2001. A hypothetical 10% change in applicable February 2, 2002 forward rates would increase or decrease this pretax loss by approximately $1.6 million related to these positions. However, it should be noted that any change in the value of these contracts, whether real or hypothetical, would be significantly offset by an inverse change in the value of the underlying hedged item.

Moores conducts its business in Canadian dollars. The exchange rate between Canadian dollars and U.S. dollars has fluctuated over the last ten years. If the value of the Canadian dollar against the U.S. dollar weakens, then the revenues and earnings of our Canadian operations will be reduced when they are translated to U.S. dollars. Also, the value of our Canadian net assets in U.S. dollars may decline.

We are also subject to market risk due to our long-term floating rate term loan of $40.1 million at February 2, 2002 (see Note 4 of Notes to Consolidated Financial Statements). An increase in market interest rates would increase our interest expense and our cash requirements for interest payments. For example, an average increase of 0.5% in the variable interest rate would increase our interest expense and payments by approximately $0.2 million.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEPENDENT AUDITORS' REPORT

Board of Directors and Shareholders
The Men's Wearhouse, Inc.
Houston, Texas

We have audited the accompanying consolidated balance sheets of The Men's Wearhouse, Inc. and its subsidiaries (the "Company") as of February 2, 2002 and February 3, 2001, and the related consolidated statements of earnings, shareholders' equity, and cash flows for each of the three years in the period ended February 2, 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of February 2, 2002 and February 3, 2001, and the results of its operations and its cash flows for each of the three years in the period ended February 2, 2002 in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the consolidated financial statements, the Company changed its method of accounting for its foreign currency forward exchange contracts effective February 4, 2001, to conform with Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended.

DELOITTE & TOUCHE LLP

Houston, Texas
February 25, 2002

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARES)

<Table>
<Caption>

	FEBRUARY 3, 2001	FEBRUARY 2, 2002
<S>	<C>	<C>
ASSETS		
CURRENT ASSETS:		
Cash	$ 84,426	$ 38,644
Inventories	355,284	375,471
Other current assets	34,954	37,220
Total current assets	474,664	451,335
PROPERTY AND EQUIPMENT, AT COST:		
Land	5,778	5,778
Buildings	20,665	23,199
Leasehold improvements	130,117	154,398
Furniture, fixtures and equipment	168,700	203,154
	325,260	386,529
Less accumulated depreciation and amortization	(139,343)	(175,475)
Net property and equipment	185,917	211,054
OTHER ASSETS, net	52,736	55,480

TOTAL	$713,317	$717,869

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable	$ 83,085	$ 87,381
Accrued expenses	49,894	44,033
Current portion of long-term debt	2,508	2,359
Income taxes payable	22,964	15,627
Total current liabilities	158,451	149,400
LONG-TERM DEBT	42,645	37,740
OTHER LIABILITIES	17,234	20,846
Total liabilities	218,330	207,986
COMMITMENTS AND CONTINGENCIES (Note 8)		
SHAREHOLDERS' EQUITY:		
Preferred stock, $.01 par value, 2,000,000 shares authorized, 1 share issued	--	--
Common stock, $.01 par value, 100,000,000 shares authorized, 42,231,869 and 42,368,715 shares issued	422	424
Capital in excess of par	189,656	191,888
Retained earnings	311,852	355,128
Accumulated other comprehensive loss	(316)	(3,198)
Total	501,614	544,242
Treasury stock, 286,746 and 1,365,364 shares at cost	(6,627)	(34,359)
Total shareholders' equity	494,987	509,883
TOTAL	$713,317	$717,869

</Table>

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

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
FOR THE YEARS ENDED
JANUARY 29, 2000, FEBRUARY 3, 2001 AND FEBRUARY 2, 2002
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

<Table>
<Caption>

	FISCAL YEAR		
	1999	2000	2001
<S>	<C>	<C>	<C>
Net sales	$1,186,748	$1,333,501	$1,273,154
Cost of goods sold, including buying and occupancy costs	747,782	818,835	822,043
Gross margin	438,966	514,666	451,111
Selling, general and administrative expenses	323,328	373,508	377,270
Combination expenses	14,707	--	--
Operating income	100,931	141,158	73,841
Interest expense (net of interest income of $1,568, $2,845 and $841, respectively)	2,580	839	2,867
Earnings before income taxes	98,351	140,319	70,974
Provision for income taxes	42,394	55,658	27,698
Earnings before extraordinary item	55,957	84,661	43,276
Extraordinary item, net of tax	2,912	--	--
Net earnings	$ 53,045	$ 84,661	$ 43,276
Net earnings per basic share:			
Earnings before extraordinary item	$ 1.34	$ 2.03	$ 1.06
Extraordinary item, net of tax	(0.07)	--	--
	$ 1.27	$ 2.03	$ 1.06
Net earnings per diluted share:			
Earnings before extraordinary item	$ 1.32	$ 2.00	$ 1.04
Extraordinary item, net of tax	(0.07)	--	--
	$ 1.25	$ 2.00	$ 1.04
Weighted average shares outstanding:			
Basic	41,848	41,769	40,997

Diluted...	42,452	42,401	41,446
	==========	==========	==========

</Table>

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

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED JANUARY 29, 2000,
FEBRUARY 3, 2001 AND FEBRUARY 2, 2002
(IN THOUSANDS, EXCEPT SHARES)

<Table>
<Caption>

	COMMON STOCK	CAPITAL IN EXCESS OF PAR	RETAINED EARNINGS	ACCUMULATED OTHER COMPREHENSIVE (LOSS) INCOME	TREASURY STOCK	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE -- January 30, 1999.........................	$393	$178,144	$174,146	$ (233)	$ (995)	$351,455
Comprehensive income:						
Net earnings....................................	--	--	53,045	--	--	53,045
Translation adjustment..........................	--	--	--	292	--	292
Total comprehensive income....................						53,337
Common stock issued to stock discount plan -- 47,481 shares..................................	--	1,301	--	--	--	1,301
Common stock issued upon exercise of stock options -- 67,201 shares........................	1	910	--	--	--	911
Common stock withheld to satisfy tax withholding liabilities of optionees -- 11,368 shares........	--	(413)	--	--	--	(413)
Conversion of stock options upon combination with Moores...	--	1,237	--	--	--	1,237
Conversion of exchangeable shares to common stock -- 1,515,629 shares.......................	15	(15)	--	--	--	--
Tax benefit recognized upon exercise of stock options..	--	418	--	--	--	418
Treasury stock purchased -- 50,000 shares..........	--	--	--	--	(1,273)	(1,273)
Treasury stock issued to profit sharing plan -- 66,011 shares..................................	--	1,080	--	--	920	2,000
BALANCE -- January 29, 2000.........................	409	182,662	227,191	59	(1,348)	408,973
Comprehensive income:						
Net earnings....................................	--	--	84,661	--	--	84,661
Translation adjustment..........................	--	--	--	(375)	--	(375)
Total comprehensive income....................						84,286
Common stock issued to stock discount plan -- 44,713 shares..................................	--	1,020	--	--	--	1,020
Common stock issued upon exercise of stock options -- 248,653 shares.......................	3	3,874	--	--	--	3,877
Common stock withheld to satisfy tax withholding liabilities of optionees -- 3,890 shares.........	--	(109)	--	--	--	(109)
Conversion of exchangeable shares to common stock -- 984,353 shares.........................	10	(10)	--	--	--	--
Tax benefit recognized upon exercise of stock options..	--	1,382	--	--	--	1,382
Proceeds from sale of option contracts............	--	929	--	--	--	929
Treasury stock purchased -- 335,000 shares.........	--	--	--	--	(7,871)	(7,871)
Treasury stock issued to profit sharing plan -- 103,627 shares.................................	--	(92)	--	--	2,592	2,500
BALANCE -- February 3, 2001.........................	422	189,656	311,852	(316)	(6,627)	494,987
Comprehensive income:						
Net earnings....................................	--	--	43,276	--	--	43,276
Translation adjustment..........................	--	--	--	(2,157)	--	(2,157)
Cumulative effect of accounting change on derivative instruments........................	--	--	--	(331)	--	(331)
Change in derivative fair value.................	--	--	--	(394)	--	(394)
Total comprehensive income....................						40,394
Common stock issued to stock discount plan -- 56,617 shares..................................	1	940	--	--	--	941
Common stock issued upon exercise of stock options -- 79,479 shares........................	1	1,211	--	--	--	1,212
Tax benefit recognized upon exercise of stock options..	--	258	--	--	--	258
Treasury stock purchased -- 1,185,000 shares.......	--	--	--	--	(30,409)	(30,409)
Treasury stock issued to profit sharing plan -- 106,382 shares.................................	--	(177)	--	--	2,677	2,500
BALANCE -- February 2, 2002.........................	$424	$191,888	$355,128	$(3,198)	$(34,359)	$509,883

</Table>

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

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED
JANUARY 29, 2000, FEBRUARY 3, 2001 AND FEBRUARY 2, 2002
(IN THOUSANDS)

<Table>
<Caption>

	FISCAL YEAR 1999	FISCAL YEAR 2000	FISCAL YEAR 2001
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net earnings	$53,045	$84,661	$43,276
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Extraordinary item, net of tax	2,912	--	--
Depreciation and amortization	30,082	34,689	41,949
Deferred tax provision (benefit)	(1,430)	6,028	3,354
Stock option compensation expense	889	--	--
Duplicate facility costs	4,004	--	--
Increase in inventories	(15,737)	(36,632)	(22,773)
Increase in other assets	(1,844)	(8,341)	(8,995)
Increase in accounts payable and accrued expenses	24,475	1,534	719
Increase (decrease) in income taxes payable	4,445	12,262	(6,949)
Increase in other liabilities	444	500	1,721
Net cash provided by operating activities	101,285	94,701	52,302
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures, net	(47,506)	(79,411)	(64,777)
Investment in trademarks, tradenames and other assets	(321)	(3,989)	(1,590)
Maturities of short-term investments	8,525	--	--
Purchases of short-term investments	(2,500)	--	--
Purchases of minority interest	(2,135)	--	--
Net cash used in investing activities	(43,937)	(83,400)	(66,367)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock	2,212	4,897	2,153
Long-term borrowings	49,688	--	--
Principal payments on long-term debt	(60,113)	(2,518)	(2,407)
Deferred financing and merger costs	(625)	--	--
Proceeds from sale of option contracts	--	929	--
Tax payments related to options exercised	(413)	(109)	--
Purchase of treasury stock	(1,273)	(7,871)	(30,409)
Net cash used in financing activities	(10,524)	(4,672)	(30,663)
Effect of exchange rate changes on cash	(38)	(1)	(1,054)
INCREASE (DECREASE) IN CASH	46,786	6,628	(45,782)
CASH:			
Beginning of period	31,012	77,798	84,426
End of period	$77,798	$84,426	$38,644
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the year for:			
Interest	$ 4,339	$ 3,353	$ 3,468
Income taxes	$39,417	$38,341	$32,539
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Additional capital in excess of par resulting from tax benefit recognized upon exercise of stock options	$ 418	$ 1,382	$ 258
Additional capital in excess of par resulting from conversion of stock options upon combination with Moores	$ 1,237	$ --	$ --
Treasury stock contributed to employee stock plan	$ 2,000	$ 2,500	$ 2,500

</Table>

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JANUARY 29, 2000
FEBRUARY 3, 2001 AND FEBRUARY 2, 2002

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business -- The Men's Wearhouse, Inc. and its subsidiaries (the "Company") is a specialty retailer of menswear. We operate throughout the United States primarily under the brand names of Men's Wearhouse and K&G and under the brand name of Moores in Canada. We follow the standard fiscal year of the retail industry, which is a 52-week or 53-week period ending on the Saturday closest to January 31. Fiscal year 1999 ended on January 29, 2000, fiscal year 2000 ended on February 3, 2001 and fiscal year 2001 ended on February 2, 2002. Both fiscal years 1999 and 2001 included 52 weeks. Fiscal year 2000 included 53 weeks.

Principles of Consolidation -- The consolidated financial statements include the accounts of The Men's Wearhouse, Inc. and its wholly owned or controlled subsidiaries. Intercompany accounts and transactions have been eliminated in the consolidated financial statements. Financial data for all periods presented reflect the retroactive effect of the February 1999 combination with Moores Retail Group Inc. ("Moores") and the June 1999 combination with K&G Men's Center, Inc. ("K&G"), both accounted for as a pooling of interests (see Note 2).

Use of Estimates -- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications -- Certain prior years' balances have been reclassified to conform with classifications used in the current year.

Cash -- Cash includes all cash in banks, cash on hand and all highly liquid investments with an original maturity of three months or less.

Inventories -- Inventories are valued at the lower of cost or market, with cost determined on the first-in, first-out method and the retail cost method. Inventory cost includes procurement and distribution costs (warehousing, freight, hangers and merchandising costs) associated with ending inventory.

Property and Equipment -- Property and equipment are stated at cost. Normal repairs and maintenance costs are charged to earnings as incurred and additions and major improvements are capitalized. The cost of assets retired or otherwise disposed of and the related allowances for depreciation are eliminated from the accounts in the year of disposal and the resulting gain or loss is credited or charged to earnings.

Buildings are depreciated using the straight-line method over their estimated useful lives of 20 to 25 years. Depreciation of leasehold improvements is computed on the straight-line method over the term of the lease or useful life of the assets, whichever is shorter. Furniture, fixtures and equipment are depreciated using primarily the straight-line method over their estimated useful lives of three to ten years.

Other Assets -- Other assets consist primarily of goodwill and the cost of trademarks, tradenames and other intangibles acquired. These assets are being amortized over estimated useful lives of 15 to 30 years using the straight-line method (see "New Accounting Pronouncements" herein).

Impairment of Long-Lived Assets -- We evaluate the carrying value of long-lived assets, such as property and equipment and amortizable intangibles, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If it is determined, based on estimated undiscounted future cash flows, that an impairment has occurred, a loss is recognized currently for the impairment (see "New Accounting Pronouncements" herein).

Fair Value of Financial Instruments -- As of February 3, 2001 and February 2, 2002, management estimates that the fair value of cash, receivables, accounts payable, accrued expenses and long-term debt are carried at amounts that reasonably approximate their fair value.

New Store Costs -- Promotion and other costs associated with the opening of new stores are expensed as incurred.

Advertising -- Advertising costs are expensed as incurred or, in the case of media production costs, when the commercial first airs. Advertising expenses were $64.5 million, $69.7 million, and $61.2 million in fiscal 1999, 2000 and 2001, respectively.

Revenue Recognition -- Revenue is recognized at the time of sale and delivery, net of a provision for estimated sales returns.

Stock Based Compensation -- As permitted by Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS No. 123"), we account for stock-based compensation using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." The disclosures required by SFAS No. 123 are included in Note 7.

Derivative Financial Instruments -- We enter into foreign currency forward exchange contracts to hedge against foreign exchange risks associated with certain firmly committed, and certain other probable, but not firmly committed, inventory purchase transactions that are denominated in a foreign currency (primarily the Euro). Gains and losses associated with these contracts are accounted for as part of the underlying inventory purchase transactions (see "Accounting Change" herein).

Foreign Currency Translation -- Assets and liabilities of foreign subsidiaries are translated into U.S. dollars at the exchange rates in effect at each balance sheet date. Shareholders' equity is translated at applicable historical exchange rates. Income, expense and cash flow items are translated at average exchange rates during the year. Resulting translation adjustments are reported as a separate component of shareholders' equity.

Comprehensive Income -- Comprehensive income includes all changes in equity during the period presented that result from transactions and other economic events other than transactions with shareholders.

Segment Information -- We consider our business as one operating segment based on the similar economic characteristics of our three brands. Revenues of Canadian retail operations were $133.2 million, $145.7 million and $144.6 million for fiscal 1999, 2000 and 2001, respectively. Long-lived assets of our Canadian operations were $33.9 million and $32.8 million as of the end of fiscal 2000 and 2001, respectively.

Accounting Change -- We adopted Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"), as amended, on February 4, 2001. In accordance with the transition provisions of SFAS 133, we recorded a cumulative loss adjustment of $0.5 million ($0.3 million, net of tax) in accumulated other comprehensive loss related primarily to the unrealized losses on foreign currency exchange contracts, which were designated as cash-flow hedging instruments. The disclosures required by SFAS No. 133 are included in Note 8.

New Accounting Pronouncements -- In June 2001, the Financial Accounting Standards Board ("FASB") issued two new pronouncements: Statements of Financial Accounting Standards No. 141, "Business Combinations" ("SFAS 141"), and No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). SFAS 141 requires all business combinations completed after June 30, 2001 to be accounted for using the purchase method and eliminates the pooling of interests method. SFAS 142 eliminates the amortization of goodwill and indefinite-lived intangible assets and is effective for fiscal years beginning after December 15, 2001. We will adopt SFAS 142 at the beginning of fiscal 2002, which will eliminate approximately $2.8 million of amortization expense related to the $35.6 million unamortized cost of such

assets as of February 2, 2002. Amortization expense recognized in fiscal 2000 and 2001 for these assets was $3.2 million and $2.8 million, respectively. Based on the results of our preliminary evaluation of the impairment testing provisions of SFAS 142, we do not expect the adoption of this statement to have a material effect on our financial position or results of operations in the foreseeable future.

In June and August 2001, the FASB issued Statement No. 143, "Accounting for Asset Retirement Obligations" ("SFAS 143"), and Statement No. 144, "Impairment or Disposal of Long-lived Assets" ("SFAS 144"). SFAS 143 addresses the accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated retirement costs and is effective for fiscal years beginning after June 15, 2002. SFAS 144 provides a single accounting model for the impairment or disposal of long-lived assets and is effective for fiscal years beginning after December 15, 2001. Our adoption of these statements is not expected to have a material impact on our financial position or results of operations.

2. BUSINESS COMBINATIONS AND ACQUISITIONS

On February 10, 1999, we combined with Moores, a privately owned Canadian corporation, in exchange for securities ("Exchangeable Shares") exchangeable for 2.5 million shares of our common stock. The Exchangeable Shares were issued to the shareholders and option holders of Moores in exchange for all of the outstanding shares of capital stock and options of Moores because of Canadian tax law considerations. As of February 3, 2001, all Exchangeable Shares, which had substantially identical economic and legal rights as shares of our common stock, had been converted on a one-on-one basis to our common stock As of January 29, 2000, there were 1.0 million Exchangeable Shares that had not yet been converted but were reflected as common stock outstanding for financial reporting purposes by the Company. The combination with Moores has been accounted for as a pooling of interests.

On June 1, 1999, we combined with K&G, a superstore retailer of men's apparel and accessories operating 34 stores in 16 states. We issued approximately 4.4 million shares of our common stock to K&G shareholders based on an exchange ratio of 0.43 of a share of our common stock for each share of K&G common stock outstanding. In addition, we converted the outstanding options to purchase K&G common stock, whether vested or unvested, into options to purchase 228,000 shares of our common stock based on the exchange ratio of 0.43. The combination has been accounted for as a pooling of interests.

In conjunction with the Moores and K&G combinations, we recorded transaction costs of $7.7 million, duplicative store closing costs of $6.1 million and litigation costs of $0.9 million. The transaction costs were composed primarily of investment banking fees, professional fees and contract termination payments, while the duplicative store closing costs consisted primarily of lease termination payments and the write-off of fixed assets associated with the closing of duplicate store sites in existing markets. The litigation charge resulted from the settlement of a lawsuit filed by a former K&G employee related to his employment relationship with K&G. In addition, we recorded an extraordinary charge of $2.9 million, net of a $1.4 million tax benefit, related to the write-off of deferred financing costs and prepayment penalties for the refinancing of approximately US$57 million of Moores' indebtedness.

3. EARNINGS PER SHARE

Basic EPS is computed using the weighted average number of common shares outstanding during the period and net earnings. Diluted EPS gives effect to the potential dilution which would have occurred if additional shares were issued for stock options exercised under the treasury stock method. The following table

reconciles the earnings and shares used in the basic and diluted EPS computations (in thousands, except per share amounts):

	FISCAL YEAR 1999	FISCAL YEAR 2000	FISCAL YEAR 2001
Earnings before extraordinary item	$55,957	$84,661	$43,276
Extraordinary item, net of tax	2,912	--	--
Net earnings	$53,045	$84,661	$43,276
Weighted average number of common shares outstanding	41,848	41,769	40,997
Basic EPS			
Earnings before extraordinary item	$ 1.34	$ 2.03	$ 1.06
Extraordinary item, net of tax	(0.07)	--	--
Net earnings	$ 1.27	$ 2.03	$ 1.06
Weighted average number of common shares outstanding	41,848	41,769	40,997
Assumed exercise of stock options	604	632	449
As adjusted	42,452	42,401	41,446
Diluted EPS			
Earnings before extraordinary item	$ 1.32	$ 2.00	$ 1.04
Extraordinary item, net of tax	(0.07)	--	--
Net earnings	$ 1.25	$ 2.00	$ 1.04

4. LONG-TERM DEBT

We have a revolving credit agreement with a group of banks (the "Credit Agreement") that provides for borrowing of up to $125 million through February 5, 2004. Advances under the Credit Agreement bear interest at a rate per annum equal to, at our option, the agent's prime rate or the reserve adjusted LIBOR rate plus a varying interest rate margin. The Credit Agreement also provides for fees applicable to unused commitments. As of February 3, 2001 and February 2, 2002, there was no indebtedness outstanding under the Credit Agreement.

The Credit Agreement contains various restrictive and financial covenants, including the requirement to maintain a minimum level of net worth and certain financial ratios. The Credit Agreement also prohibits payment of cash dividends on our common stock. We are in compliance with the covenants in the Credit

Agreement.

In addition, we have two Canadian credit facilities: a revolving credit agreement which provides for borrowings up to Can$30 million (US$19 million) through February 5, 2004 and a term credit agreement under which we borrowed Can$75 million (US$47 million) in February 1999. The term credit borrowing is payable in quarterly installments of Can$0.9 million (US$0.6 million) beginning May 1999, with the remaining unpaid principal payable on February 5, 2004. The effective interest rate for the term credit borrowing was 6.3% and 2.8% at February 3, 2001 and February 2, 2002, respectively. Covenants and interest rates are substantially similar to those contained in our Credit Agreement. As of February 3, 2001 and February 2, 2002, there was US$45.2 million and US$40.1 million outstanding under these credit agreements, respectively.

Maturities of our long-term debt are as follows: 2002 -- $2.4 million; 2003 -- $2.4 million; 2004 -- $35.3 million.

We utilize letters of credit primarily for inventory purchases. At February 2, 2002, letters of credit totaling approximately $7.7 million were issued and outstanding.

5. INCOME TAXES

The provision for income taxes consists of the following (in thousands):

<Table>
<Caption>

	FISCAL YEAR		
	1999	2000	2001
<S>	<C>	<C>	<C>
Current tax expense:			
Federal	$33,346	$37,092	$14,607
State	5,652	4,896	1,715
Foreign	4,826	7,642	8,022
Deferred tax expense (benefit):			
Federal and state	(1,049)	6,080	3,088
Foreign	(381)	(52)	266
Total	$42,394	$55,658	$27,698

</Table>

The table above does not include the tax benefit of $1.4 million in fiscal 1999 related to extraordinary items. In addition, no provision for U.S. income taxes or Canadian withholding taxes has been made on the cumulative undistributed earnings of Moores (approximately $33.3 million at February 2, 2002) since such earnings are considered to be permanently invested in Canada. The determination of any unrecognized deferred tax liability for the cumulative undistributed earnings of Moores is not considered practicable since such liability, if any, will depend on a number of factors that cannot be known until such time as a decision to repatriate the earnings might be made by management.

A reconciliation of the statutory federal income tax rate to our effective tax rate is as follows:

<Table>
<Caption>

	FISCAL YEAR		
	1999	2000	2001
<S>	<C>	<C>	<C>
Federal statutory rate	35%	35%	35%
State income taxes, net of federal benefit	4	3	2
Nondeductible transaction costs	3	--	--
Other	1	2	2
	43%	40%	39%

</Table>

At February 3, 2001, we had net deferred tax liabilities of $0.3 million with $10.4 million classified as other current assets and $10.7 million classified as other liabilities (noncurrent). At February 2, 2002, we had net deferred tax liabilities of $3.7 million with $8.4 million classified as other current assets and $12.1 million classified as other liabilities (noncurrent). No valuation allowance was required for the deferred tax assets.

Total deferred tax assets and liabilities and the related temporary differences as of February 3, 2001 and February 2, 2002 were as follows (in thousands):

<Table>
<Caption>

<S>	FEBRUARY 3, 2001 <C>	FEBRUARY 2, 2002 <C>
Deferred tax assets:		
Accrued rent and other expenses	$ 4,887	$ 5,368
Accrued compensation	1,554	1,795
Accrued markdowns	3,031	1,709
Deferred intercompany profits	2,422	2,526
Other	1,217	900
	13,111	12,298
Deferred tax liabilities:		
Capitalized inventory costs	(2,282)	(2,978)
Property and equipment	(9,785)	(11,449)
Intangibles	(846)	(665)
Other	(454)	(945)
	(13,367)	(16,037)
Net deferred tax liabilities	$ (256)	$ (3,739)

</Table>

6. OTHER ASSETS AND ACCRUED EXPENSES

Other assets consist of the following (in thousands):

<Table>
<Caption>

<S>	FEBRUARY 3, 2001 <C>	FEBRUARY 2, 2002 <C>
Goodwill and other intangibles	$ 53,995	$ 53,921
Accumulated amortization	(11,301)	(14,244)
	42,694	39,677
Deposits and other	10,042	15,803
Total	$ 52,736	$ 55,480

</Table>

Accrued expenses consist of the following (in thousands):

<Table>

<S>	<C>	<C>
Sales, payroll and property taxes payable	$ 10,343	$ 6,795
Accrued salary, bonus and vacation	14,131	16,132
Accrued workers compensation and medical costs	5,418	4,167
Unredeemed gift certificates	5,866	8,072
Other	14,136	8,867
Total	$ 49,894	$ 44,033

</Table>

7. CAPITAL STOCK, STOCK OPTIONS AND BENEFIT PLANS

As a result of the June 1999 merger (see Note 2), the shares of K&G common stock issued were converted into 37,953 shares of our common stock based upon an Exchange Ratio of 0.43. In January 2000, the Board of Directors authorized the repurchase of up to one million shares in the open market or in private

transactions, dependent on the market price and other considerations. On January 31, 2001, the Board of Directors authorized an expansion of the stock repurchase program for up to an additional two million shares of our common stock. During 2000 and 2001, we repurchased 335,000 and 1,185,000 shares of our common stock under this program at a cost of $7.9 million and $30.4 million, respectively.

We have adopted the 1992 Stock Option Plan ("1992 Plan") which, as amended, provides for the grant of options to purchase up to 1,071,507 shares of our common stock to full-time key employees (excluding certain officers), the 1996 Stock Option Plan ("1996 Plan") which, as amended, provides for the grant of options to purchase up to 1,850,000 shares of our common stock to full-time key employees (excluding certain officers), and the 1998 Key Employee Stock Option Plan ("1998 Plan") which, as amended, provides for the grant of options to purchase up to 2,100,000 shares of our common stock to full-time key employees (excluding certain officers). The 1992 Plan expired in February 2002 and each of the other plans will expire at the end of ten years; no option may be granted pursuant to the plans after the expiration date. In fiscal 1992, we also adopted a Non-Employee Director Stock Option Plan ("Director Plan") which, as amended, provides for the grant of options to purchase up to 167,500 shares of our common stock to non-employee directors of the Company. In 2001, the Director Plan's termination date was extended to February 23, 2012. Options granted under these plans must be exercised within ten years of the date of grant.

Generally, options granted under the 1992 Plan, 1996 Plan and 1998 Plan vest at the rate of 1/3 of the shares covered by the grant on each of the first three anniversaries of the date of grant and may not be issued at a price less than 50% of the fair market value of our stock on the date of grant. However, a significant portion of options granted under these Plans vest annually in varying increments over a period from one to ten years. Options granted under the Director Plan vest one year after the date of grant and are issued at a price equal to the fair market value of our stock on the date of grant.

As discussed in Note 2, we converted options to purchase K&G common stock into options to purchase shares of our common stock in connection with the combination with K&G. The following table is a summary of our stock option activity:

	SHARES UNDER OPTION	WEIGHTED AVERAGE EXERCISE PRICE	OPTIONS EXERCISABLE
Options outstanding, January 30, 1999	2,056,978	$19.46	740,635
Granted	142,557	23.46	
Exercised	(67,201)	13.08	
Forfeited	(79,374)	39.19	
Options outstanding, January 29, 2000	2,052,960	19.18	1,063,649
Granted	741,745	23.72	
Exercised	(248,653)	15.59	
Forfeited	(111,691)	22.74	
Options outstanding, February 3, 2001	2,434,361	20.76	1,262,993
Granted	498,490	20.45	
Exercised	(79,479)	15.24	
Forfeited	(58,933)	23.54	
Options outstanding, February 2, 2002	2,794,439	$20.80	1,594,171

Grants of stock options outstanding as of February 2, 2002 are summarized as follows:

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING	WEIGHTED-AVERAGE REMAINING CONTRACTUAL LIFE	WEIGHTED-AVERAGE EXERCISE PRICE	NUMBER EXERCISABLE	WEIGHTED-AVERAGE EXERCISE PRICE
$ 3.85 to 15.00	343,517	2.8 Years	$10.81	304,140	$10.71
15.01 to 25.00	2,159,067	7.2 Years	20.89	1,049,648	19.96
25.01 to 50.00	291,855	6.6 Years	31.92	240,383	32.28
$ 3.85 to 50.00	2,794,439		$20.80	1,594,171	$20.05

As of February 2, 2002, 1,639,033 options were available for grant under existing plans and 4,433,472 shares of common stock were reserved for future issuance under these plans.

The difference between the option price and the fair market value of our common stock on the dates that options for 67,201, 248,653 and 79,479 shares of common stock were exercised during 1999, 2000 and 2001, respectively, resulted in a tax benefit to us of $0.4 million in 1999, $1.4 million in 2000 and $0.3 million in 2001, which has been recognized as capital in excess of par. In addition, we withheld 11,368 shares and 3,890 shares during 1999 and 2000, respectively, of such common stock for withholding payments made to satisfy the optionees' income tax liabilities resulting from the exercises.

We have a profit sharing plan, in the form of an employee stock plan, which covers all eligible employees, and an employee tax-deferred savings plan. Contributions to the profit sharing plan are made at the discretion of the Board of Directors. During 1999, 2000 and 2001, contributions charged to operations were $2.8 million, $2.9 million and $0.4 million, respectively, for the plans.

In 1998, we adopted an Employee Stock Discount Plan ("ESDP") which allows employees to authorize after-tax payroll deductions to be used for the purchase of up to 1,425,000 shares of our common stock at 85% of the lesser of the fair market value on the first day of the offering period or the fair market value on the last day of the offering period. We make no contributions to this plan but pay all brokerage, service and other costs incurred. A participant may not purchase more than $2,500 in value of shares during any calendar quarter. During 2000 and 2001 employees purchased 44,713 and 56,617 shares, respectively, under the ESDP, the weighted-average fair value of which was $22.82 and $16.63 per share, respectively. As of February 2, 2002, 1,254,601 shares were reserved for future issuance under the ESDP.

We have adopted the disclosure-only provisions of SFAS No. 123 and continue to apply APB Opinion 25 and related interpretations in accounting for the stock option plans and the employee stock purchase plan. Had

we elected to apply the accounting standards of SFAS No. 123, our net earnings and net earnings per share would have approximated the pro forma amounts indicated below (in thousands, except per share data):

	FISCAL YEAR 1999	FISCAL YEAR 2000	FISCAL YEAR 2001
Earnings before extraordinary item:			
As reported	$55,957	$84,661	$43,276
Pro forma	$53,623	$81,505	$40,147
Earnings per share before extraordinary item:			
As reported:			
Basic	$ 1.34	$ 2.03	$ 1.06
Diluted	$ 1.32	$ 2.00	$ 1.04
Pro forma:			
Basic	$ 1.28	$ 1.95	$ 0.98
Diluted	$ 1.26	$ 1.92	$ 0.97

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model, which resulted in a weighted-average fair value of $14.61, $13.82 and $11.47 for grants made during fiscal 1999, 2000 and 2001, respectively. The following assumptions were used for option grants in 1999, 2000 and 2001, respectively: expected volatility of 52.92%, 54.71% and 54.01%, risk-free interest rates (U.S. Treasury five year notes) of 5.31%, 6.67% and 4.57%, and an expected life of six years.

8. COMMITMENTS AND CONTINGENCIES

LEASE COMMITMENTS

We lease retail business locations, office and warehouse facilities, computer equipment and automotive equipment under operating leases expiring in various years through 2016. Rent expense for fiscal 1999, 2000 and 2001 was $61.5 million, $71.8 million and $78.3 million, respectively, and includes contingent rentals of $0.4 million, $0.4 million and $0.3 million, respectively. Minimum future rental payments under noncancelable operating leases as of February 2, 2002 for each of the next five years and in the aggregate are as follows (in thousands):

FISCAL YEAR	AMOUNT
2002	$ 81,459
2003	75,962
2004	68,232
2005	58,729
2006	46,459
Thereafter	113,308
Total	$444,149

Leases on retail business locations specify minimum rentals plus common area maintenance charges and possible additional rentals based upon percentages of sales. Most of the retail business location leases provide for renewal options at rates specified in the leases. In the normal course of business, these leases are generally renewed or replaced by other leases.

LEGAL MATTERS

On May 11, 2001, a lawsuit was filed against the Company in the Superior Court of California for the County of San Diego, Cause No. GIC 767223 (the "Suit"). The Suit, which was brought as a purported class action, alleges several causes of action, each based on the factual allegation that we advertised and sold men's slacks at a marked price that was exclusive of a hemming fee for the pants. The Suit seeks: (i) permanent and preliminary injunctions against advertising slacks at prices which do not include hemming; (ii) restitution of all funds allegedly acquired by means of any act or practice declared by the Court to be unlawful or fraudulent or to constitute unfair competition under certain California statutes, (iii) prejudgment interest; (iv) compensatory and punitive damages; (v) attorney's fees; and (vi) costs of suit. We believe that the Suit is without merit and the allegations are contrary to customary and well recognized and accepted practices in the sale of men's tailored clothing. The complaint in the Suit was subsequently amended to add similar causes of action and requests for relief based upon allegations that our alleged "claims that [it] sell[s] the same garments as department stores at 20% to 30% less" are false and misleading. We believe that such added causes of action are also without merit. The court has not yet decided whether the action may proceed as a class action. The Company intends to vigorously defend the Suit.

In addition, we are a defendant in various lawsuits and subject to various claims and proceedings encountered in the normal conduct of our business. In the opinion of management, any uninsured losses that might arise from these lawsuits and proceedings would not have a material adverse effect on our business or consolidated financial position or results of operations.

CURRENCY CONTRACTS

In connection with our direct sourcing program, we may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). Our policy is to enter into foreign currency forward exchange contracts to minimize foreign currency exposure related to forecasted purchases of certain inventories. Under SFAS 133, such contracts have been designated as and accounted for as cash flow hedges. The settlement terms of the forward contracts, including amount, currency and maturity, correspond with payment terms for the merchandise inventories. As a result, there is no hedge ineffectiveness to be reflected in earnings. At February 2, 2002, the Company had 20 contracts maturing in varying increments to purchase an aggregate notional amount of $16.9 million in foreign currency, maturing at various dates through January 2003.

The changes in the fair value of the foreign currency forward exchange contracts are matched to inventory purchases by period and are recognized in earnings as such inventory is sold. The fair value of the forward exchange contracts is estimated by comparing the cost of the foreign currency to be purchased under the contracts using the exchange rates obtained under the contracts (adjusted for forward points) to the hypothetical cost using the spot rate at year end. We expect to recognize in earnings through February 1, 2003 approximately $0.7 million, net of tax, of existing net losses presently deferred in accumulated other comprehensive loss.

OPTION CONTRACTS

During 2000, we issued three separate option contracts under which the contract counterparties had the option to require us to purchase 650,000 shares of our common stock at specific strike prices per share. We received premiums of $0.9 million for issuing these contracts, all of which expired unexercised.

9. QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

Our quarterly results of operations reflect all adjustments, consisting only of normal, recurring adjustments, which are, in the opinion of management, necessary for a fair statement of the results for the interim

periods presented. The consolidated results of operations by quarter for the 2000 and 2001 fiscal years are presented below (in thousands, except per share amounts):

<Table>
<Caption>
FISCAL 2000
QUARTERS ENDED

	APRIL 29, 2000	JULY 29, 2000	OCTOBER 28, 2000	FEBRUARY 3, 2001
<S>	<C>	<C>	<C>	<C>
Net sales................................	$287,876	$294,505	$304,198	$446,922
Gross margin.............................	104,313	110,652	115,180	184,521
Net earnings.............................	$ 13,428	$ 15,965	$ 17,008	$ 38,260
Basic EPS..............................	$ 0.32	$ 0.38	$ 0.41	$ 0.91
Diluted EPS............................	$ 0.32	$ 0.38	$ 0.40	$ 0.90

</Table>

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<Caption>

	FISCAL 2001 QUARTERS ENDED			
	MAY 5, 2001	AUGUST 4, 2001	NOVEMBER 3, 2001	FEBRUARY 2, 2002
<S>	<C>	<C>	<C>	<C>
Net sales................................	$304,651	$297,153	$285,608	$385,742
Gross margin.............................	111,688	108,295	97,072	134,056
Net earnings.............................	$ 12,742	$ 10,250	$ 3,977	$ 16,307
Basic EPS..............................	$ 0.31	$ 0.25	$ 0.10	$ 0.40
Diluted EPS............................	$ 0.31	$ 0.25	$ 0.10	$ 0.39

</Table>

Due to the method of calculating weighted average common shares outstanding, the sum of the quarterly per share amounts may not equal earnings per share for the respective years.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE COMPANY

The information required by this Item is incorporated herein by reference from the Company's Proxy Statement for its Annual Meeting of Shareholders to be held June 25, 2002.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated herein by reference from the Company's Proxy Statement for its Annual Meeting of Shareholders to be held June 25, 2002.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this Item is incorporated herein by reference from the Company's Proxy Statement for its Annual Meeting of Shareholders to be held June 25, 2002.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this Item is incorporated herein by reference from the Company's Proxy Statement for its Annual Meeting of Shareholders to be held June 25, 2002.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) 1. Financial Statements

The following consolidated financial statements of the Company are included in Part II, Item 8.

Independent Auditors' Report

Consolidated Balance Sheets as of February 3, 2001 and February 2, 2002

Consolidated Statements of Earnings for the years ended January 29, 2000, February 3, 2001 and February 2, 2002

Consolidated Statements of Shareholders' Equity for the years ended January 29, 2000, February 3, 2001 and February 2, 2002

Consolidated Statements of Cash Flows for the years ended January 29, 2000, February 3, 2001 and February 2, 2002

Notes to Consolidated Financial Statements

2. Financial Statement Schedules

All such schedules are omitted because they are not applicable or because the required information is included in the Consolidated Financial Statements or Notes thereto.

3. Exhibits

EXHIBIT NUMBER		EXHIBIT
3.1	--	Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 30, 1994).
3.2	--	By-laws, as amended (incorporated by reference from Exhibit 3.2 to the Company's Annual Report on Form 10-K for the fiscal year ended February 1, 1997).
3.3	--	Articles of Amendment to the Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 1999).
4.1	--	Restated Articles of Incorporation (included as Exhibit 3.1).
4.2	--	By-laws (included as Exhibit 3.2).
4.3	--	Form of Common Stock certificate (incorporated by reference from Exhibit 4.3 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
4.4	--	Articles of Amendment to the Restated Articles of Incorporation (included as Exhibit 3.3).
4.5	--	Revolving Credit Agreement dated as of February 5, 1999, by and among the Company and NationsBank of Texas N.A. and the Banks listed therein, including form of Revolving Note (incorporated by reference from Exhibit 4.13 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30, 1999).
4.6	--	Term Credit Agreement dated as of February 5, 1999, by and among the Company, Golden Moores Finance Company and NationsBank of Texas N.A. and the Banks listed therein, including form of Term Note (incorporated by reference from Exhibit 4.14 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30, 1999).
4.7	--	Revolving Credit Agreement dated as of February 10, 1999, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein, including form of Revolving Note (incorporated by reference from Exhibit 4.15 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30,1999).
4.8	--	First Amendment to Revolving Credit Agreement dated September 14, 1999, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.8 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.9	--	First Amendment to Term Credit Agreement dated September 14, 1999, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.9 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.10	--	First Amendment to Revolving Credit Agreement dated September 14, 1999, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.10 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.11	--	Second Amendment to Revolving Credit Agreement dated January 28, 2000, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.11 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.12	--	Second Amendment to Term Credit Agreement dated January 28, 2000, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.12 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).

EXHIBIT NUMBER		EXHIBIT
4.13	--	Second Amendment to Revolving Credit Agreement dated January

		28, 2000, by and among the Company, Moores Retail Group, Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.13 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.14	--	Third Amendment to Revolving Credit Agreement dated February 13, 2001, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.14 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.15	--	Third Amendment to Term Credit Agreement dated February 13, 2001, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.15 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.16	--	Third Amendment to Revolving Credit Agreement dated February 13, 2001, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.16 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
*10.1	--	1992 Stock Option Plan (incorporated by reference from Exhibit 10.5 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.2	--	First Amendment to 1992 Stock Option Plan (incorporated by Reference from Exhibit 10.9 to the Company's Registration Statement on Form S-1 (Registration No. 33-60516)).
*10.3	--	1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.7 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.4	--	First Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.16 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
10.5	--	Commercial Lease dated September 1, 1995, by and between the Company and Zig Zag, A Joint Venture (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended May 4, 1996).
10.6	--	Commercial Lease dated April 5, 1989, by and between the Company and Preston Road Partnership (incorporated by reference from Exhibit 10.10 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.7	--	Stock Agreement dated as of March 23, 1992, between the Company and George Zimmer (incorporated by reference from Exhibit 10.13 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.8	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated November 25, 1994 between the Company, George Zimmer and David Edwab, Co-Trustee of the Zimmer 1994 Irrevocable Trust (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 1995).
*10.9	--	1996 Stock Option Plan (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended August 3, 1996).
*10.10	--	Second Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended August 3, 1996).
*10.11	--	1998 Key Employee Stock Option Plan (incorporated by reference from Exhibit 10.18 to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1998).
*10.12	--	First Amendment to 1998 Key Employee Stock Option Plan (incorporated by reference from Exhibit 4.1 to the Company's Registration Statement on Form S-8 (registration No. 333-80033)).
*10.13	--	Amended and Restated Employment Agreement dated as of June 1, 1999, by and between K&G Men's Center, Inc. and Stephen H. Greenspan (incorporated by reference from Exhibit 10.1 of the Company's Current Report on Form 8-K dated June 11, 1999).

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EXHIBIT NUMBER		EXHIBIT
<S>	<C>	<C>
10.14	--	Lease dated October 1, 1994, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and T&C Liquidators, Inc. (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.15	--	Amendment to Lease dated April 15, 1996, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and T&C Liquidators, Inc. (incorporated by reference to Exhibit

		10.18 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.16	--	Lease Agreement dated November 20, 1995, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.17	--	Amendment to Lease Agreement dated November 29, 1995, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.18	--	Second Amendment to Lease Agreement dated July 1, 1999, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
*10.19	--	Second Amendment to 1998 Key Employee Stock Option Plan (incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
*10.20	--	Third Amendment to The Men's Wearhouse, Inc. 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
*10.21	--	Second Amendment [sic] to The Men's Wearhouse, Inc. 1996 Stock Option Plan (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
10.22	--	Lease Agreement dated May 1, 1999, by and between G&R, Inc. and MALG, Inc. (incorporated by reference from Exhibit 10.25 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
10.23	--	Assignment and Assumption of and Amendment to Lease Agreement dated May 24, 2000, by and among G&R, Inc., MALG, Inc. and K&G Men's Center, Inc. (incorporated by reference from Exhibit 10.26 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
10.24	--	Fourth Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended May 5, 2001).
10.25	--	Split-Dollar Agreement dated January 14, 2002, by and between the Company and Eric Lane (filed herewith).
10.26	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated May 25, 1995, by and between the Company and David H. Edwab (filed herewith).
10.27	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated May 25, 1995, between the Company, David H. Edwab and George Zimmer, Co-Trustee of the David H. Edwab 1995 Irrevocable Trust (filed herewith).
10.28	--	First Amendment to Split-Dollar Agreement dated January 17, 2002, between the Company, David H. Edwab and George Zimmer, Trustee of the David H. Edwab 1995 Irrevocable Trust (filed herewith).
10.29	--	Employment Agreement dated February 3, 2002, by and between the Company and David H. Edwab (filed herewith).
10.30	--	Second Amendment to Lease dated November 14, 2001, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and K&G Men's Company Inc. (filed herewith).
10.31	--	Amendment No. 1 to Amended and Restated Employment Agreement dated February 4, 2001, between K&G Men's Center, Inc., K&G Men's Company Inc. and Stephen H. Greenspan (filed herewith).

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EXHIBIT NUMBER		EXHIBIT
<S>	<C>	<C>
10.32	--	Amendment No. 2 to Amended and Restated Employment Agreement dated October 1, 2001, between K&G Men's Company Inc. and Stephen H. Greenspan (filed herewith).
21.1	--	Subsidiaries of the Company (filed herewith).
23.1	--	Consent of Deloitte & Touche LLP, independent auditors (filed herewith).

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* Management Compensation or Incentive Plan

The Company will furnish a copy of any exhibit described above to any beneficial holder of its securities upon receipt of a written request therefor, provided that such request sets forth a good faith representation that, as of the record date for the Company's 2002 Annual Meeting of Shareholders, such beneficial holder is entitled to vote at such meeting, and provided further that such holder pays to the Company a fee compensating the Company for its reasonable expenses in furnishing such exhibits.

(b) Reports on Form 8-K

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE MEN'S WEARHOUSE, INC.

By /s/ GEORGE ZIMMER

George Zimmer
Chairman of the Board and
Chief Executive Officer

Dated: April 26, 2002

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacity and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ GEORGE ZIMMER George Zimmer	Chairman of the Board, Chief Executive Officer and Director	April 26, 2002
/s/ ERIC J. LANE Eric J. Lane	President and Chief Operating Officer	April 26, 2002
/s/ NEILL P. DAVIS Neill P. Davis	Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer	April 26, 2002
/s/ GARY G. CKODRE Gary G. Ckodre	Senior Vice President and Principal Accounting Officer	April 26, 2002
/s/ JAMES E. ZIMMER James E. Zimmer	Senior Vice President -- Merchandising and Director	April 26, 2002
/s/ ROBERT E. ZIMMER Robert E. Zimmer	Senior Vice President -- Real Estate and Director	April 26, 2002
/s/ DAVID H. EDWAB David H. Edwab	Vice Chairman of the Board and Director	April 26, 2002
/s/ RINALDO S. BRUTOCO Rinaldo S. Brutoco	Director	April 26, 2002
/s/ MICHAEL L. RAY Michael L. Ray	Director	April 26, 2002

SIGNATURE	TITLE	DATE
/s/ SHELDON I. STEIN Sheldon I. Stein	Director	April 26, 2002
/s/ KATHLEEN MASON Kathleen Mason	Director	April 26, 2002

/s/ STEPHEN H. GREENSPAN --- Stephen H. Greenspan	Director	April 26, 2002
/s/ RICHARD E. GOLDMAN --- Richard E. Goldman	Director	April 26, 2002

</Table>

EXHIBIT INDEX

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EXHIBIT NUMBER - -------		
<S>	<C>	<C>
3.1	--	Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 30, 1994).
3.2	--	By-laws, as amended (incorporated by reference from Exhibit 3.2 to the Company's Annual Report on Form 10-K for the fiscal year ended February 1, 1997).
3.3	--	Articles of Amendment to the Restated Articles of Incorporation (incorporated by reference from Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 1999).
4.1	--	Restated Articles of Incorporation (included as Exhibit 3.1).
4.2	--	By-laws (included as Exhibit 3.2).
4.3	--	Form of Common Stock certificate (incorporated by reference from Exhibit 4.3 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
4.4	--	Articles of Amendment to the Restated Articles of Incorporation (included as Exhibit 3.3).
4.5	--	Revolving Credit Agreement dated as of February 5, 1999, by and among the Company and NationsBank of Texas N.A. and the Banks listed therein, including form of Revolving Note (incorporated by reference from Exhibit 4.13 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30, 1999).
4.6	--	Term Credit Agreement dated as of February 5, 1999, by and among the Company, Golden Moores Finance Company and NationsBank of Texas N.A. and the Banks listed therein, including form of Term Note (incorporated by reference from Exhibit 4.14 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30, 1999).
4.7	--	Revolving Credit Agreement dated as of February 10, 1999, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein, including form of Revolving Note (incorporated by reference from Exhibit 4.15 to the Company's Annual Report of Form 10-K for the fiscal year ended January 30,1999).
4.8	--	First Amendment to Revolving Credit Agreement dated September 14, 1999, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.8 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.9	--	First Amendment to Term Credit Agreement dated September 14, 1999, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.9 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.10	--	First Amendment to Revolving Credit Agreement dated September 14, 1999, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.10 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.11	--	Second Amendment to Revolving Credit Agreement dated January 28, 2000, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.11 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.12	--	Second Amendment to Term Credit Agreement dated January 28, 2000, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.12 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.13	--	Second Amendment to Revolving Credit Agreement dated January 28, 2000, by and among the Company, Moores Retail Group, Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.13 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.14	--	Third Amendment to Revolving Credit Agreement dated February

13, 2001, by and among the Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.14 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).

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EXHIBIT NUMBER		
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4.15	--	Third Amendment to Term Credit Agreement dated February 13, 2001, by and among the Company, Golden Moores Finance Company and Bank of America, N.A. and the Banks listed therein (incorporated by reference from Exhibit 4.15 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
4.16	--	Third Amendment to Revolving Credit Agreement dated February 13, 2001, by and among the Company, Moores Retail Group Inc. and Bank of America Canada and the Banks listed therein (incorporated by reference from Exhibit 4.16 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
*10.1	--	1992 Stock Option Plan (incorporated by reference from Exhibit 10.5 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.2	--	First Amendment to 1992 Stock Option Plan (incorporated by Reference from Exhibit 10.9 to the Company's Registration Statement on Form S-1 (Registration No. 33-60516)).
*10.3	--	1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.7 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.4	--	First Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.16 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
10.5	--	Commercial Lease dated September 1, 1995, by and between the Company and Zig Zag, A Joint Venture (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended May 4, 1996).
10.6	--	Commercial Lease dated April 5, 1989, by and between the Company and Preston Road Partnership (incorporated by reference from Exhibit 10.10 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.7	--	Stock Agreement dated as of March 23, 1992, between the Company and George Zimmer (incorporated by reference from Exhibit 10.13 to the Company's Registration Statement on Form S-1 (Registration No. 33-45949)).
*10.8	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated November 25, 1994 between the Company, George Zimmer and David Edwab, Co-Trustee of the Zimmer 1994 Irrevocable Trust (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 1995).
*10.9	--	1996 Stock Option Plan (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended August 3, 1996).
*10.10	--	Second Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended August 3, 1996).
*10.11	--	1998 Key Employee Stock Option Plan (incorporated by reference from Exhibit 10.18 to the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 1998).
*10.12	--	First Amendment to 1998 Key Employee Stock Option Plan (incorporated by reference from Exhibit 4.1 to the Company's Registration Statement on Form S-8 (registration No. 333-80033)).
*10.13	--	Amended and Restated Employment Agreement dated as of June 1, 1999, by and between K&G Men's Center, Inc. and Stephen H. Greenspan (incorporated by reference from Exhibit 10.1 of the Company's Current Report on Form 8-K dated June 11, 1999).
10.14	--	Lease dated October 1, 1994, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and T&C Liquidators, Inc. (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.15	--	Amendment to Lease dated April 15, 1996, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and T&C Liquidators, Inc. (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.16	--	Lease Agreement dated November 20, 1995, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).

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EXHIBIT NUMBER		
10.17	--	Amendment to Lease Agreement dated November 29, 1995, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.18	--	Second Amendment to Lease Agreement dated July 1, 1999, by and between Ellsworth Realty, L.L.C. and K&G Men's Center, Inc. (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
*10.19	--	Second Amendment to 1998 Key Employee Stock Option Plan (incorporated by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
*10.20	--	Third Amendment to The Men's Wearhouse, Inc. 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
*10.21	--	Second Amendment [sic] to The Men's Wearhouse, Inc. 1996 Stock Option Plan (incorporated by reference from Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
10.22	--	Lease Agreement dated May 1, 1999, by and between G&R, Inc. and MALG, Inc. (incorporated by reference from Exhibit 10.25 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
10.23	--	Assignment and Assumption of and Amendment to Lease Agreement dated May 24, 2000, by and among G&R, Inc., MALG, Inc. and K&G Men's Center, Inc. (incorporated by reference from Exhibit 10.26 to the Company's Annual Report on Form 10-K for the fiscal year ended February 3, 2001).
10.24	--	Fourth Amendment to 1992 Non-Employee Director Stock Option Plan (incorporated by reference from Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended May 5, 2001).
10.25	--	Split-Dollar Agreement dated January 14, 2002, by and between the Company and Eric Lane (filed herewith).
10.26	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated May 25, 1995, by and between the Company and David H. Edwab (filed herewith).
10.27	--	Split-Dollar Agreement and related Split-Dollar Collateral Assignment dated May 25, 1995, between the Company, David H. Edwab and George Zimmer, Co-Trustee of the David H. Edwab 1995 Irrevocable Trust (filed herewith).
10.28	--	First Amendment to Split-Dollar Agreement dated January 17, 2002, between the Company, David H. Edwab and George Zimmer, Trustee of the David H. Edwab 1995 Irrevocable Trust (filed herewith).
10.29	--	Employment Agreement dated February 3, 2002, by and between the Company and David H. Edwab (filed herewith).
10.30	--	Second Amendment to Lease dated November 14, 2001, by and between Stephen H. Greenspan, Paul Ruben and Richard M. Vehon and K&G Men's Company Inc. (filed herewith).
10.31	--	Amendment No. 1 to Amended and Restated Employment Agreement dated February 4, 2001, between K&G Men's Center, Inc., K&G Men's Company Inc. and Stephen H. Greenspan (filed herewith).
10.32	--	Amendment No. 2 to Amended and Restated Employment Agreement dated October 1, 2001, between K&G Men's Company Inc. and Stephen H. Greenspan (filed herewith).
21.1	--	Subsidiaries of the Company (filed herewith).
23.1	--	Consent of Deloitte & Touche LLP, independent auditors (filed herewith).

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* Management Compensation or Incentive Plan

EXHIBIT 10.25

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT by and between THE MEN'S WEARHOUSE, INC., a Texas corporation, (hereinafter referred to as the "Corporation"), and ERIC LANE,(hereinafter referred to as the "Employee"),

WHEREAS, the Corporation and the Employee entered into an oral split dollar arrangement on August 22, 2001; and

WHEREAS, this Agreement is a memorialization of the previous oral agreement; and

WHEREAS, the Employee is employed by the Corporation; and

WHEREAS, the Employee has insured his life for the benefit and protection of his family under policies issued or to be issued under the Agreement; and

WHEREAS, the Corporation wants to help the Employee provide insurance for benefit and protection of his family by contributing towards the payment of premiums due on such policies on the life of the Employee; and

WHEREAS, the Employee is the owner of the policies of insurance on his life acquired pursuant to the terms of this Agreement; and

WHEREAS, the Corporation wishes to have such policies collaterally assigned to it by the Employee in order to secure repayment of the amounts which it has and will pay towards the premiums on such policies; and

WHEREAS, it is the intent of the Corporation and the Employee that this will be a split dollar arrangement as described in Revenue Ruling 64-623 and Revenue Ruling 66-110; and

WHEREAS, this Agreement is effective as of August 22, 2001;

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

1. PURCHASE POLICIES. The Employee has applied or will apply for insurance policies on his life. As and when the Policies are issued, the policy number and the policy of insurance shall be recorded on Schedule A attached hereto and the Policies shall be subject to the terms and conditions of this Agreement and of the collateral assignment filed with the insurance company ("Insurer") relating to such policy. All insurance policies on the life of the Employee shall be referred to as the "Policies."

2. OWNERSHIP OF POLICIES. The Employee shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies, including, but not limited to, the right to elect and to change the death benefit

option, the face amount of insurance, and the investment options of the Policies, except as may otherwise be provided herein.

3. PAYMENT OF PREMIUMS.

a. The Employee will direct the Insurer to provide the Corporation with copies of premium notices on the Policies. No later than thirty (30) days prior to the due date of each Policies' premium, the Corporation shall notify the Employee of the exact amount due from the Employee hereunder, which shall be an amount equal to the annual cost of current life insurance protection on the life of the Employee (prorated if the premium is being paid monthly), measured by the lower of the Table 2001 rate, set forth in IRS Notice 2002-8 (or the corresponding applicable provision of any future revenue ruling regulation, notice or other guidance issued by the IRS), or the current published premium rate of the Insurer for annually renewable term insurance for standard risks as specified in Revenue Ruling 66-110 (or the corresponding applicable provision of any future revenue ruling, regulation, notice or guidance issued by the IRS). The Employee shall pay such required contribution to the Corporation prior to the premium due date. If the Employee does not make such timely payment, the Corporation, in its sole discretion, may elect to make the Employee's portion of the premium payment, which payment shall be recovered by the Corporation as provided herein.

b. On or before the due date of each Policy premium, or within the grace period provided therein, the Corporation shall pay the full amount of the planned periodic premium to the Insurer, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Except with the consent of the Employee, the Corporation shall not pay less than such planned periodic premium, but it may, in its discretion, at any time and from time to time, subject to acceptance of such amount by the Insurer, pay more than such planned periodic premium or make the premium payments on the Policies. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, if any, as a result of the insurance protection provided the beneficiary of the Policies.

4. COLLATERAL ASSIGNMENT. To secure the repayment to the Corporation of the amount of the premiums on the Policies paid by the Corporation hereunder, the Employee has, contemporaneously herewith, assigned the Policies to the Corporation as collateral. The collateral assignment of the Policies to the Corporation hereunder shall not be terminated, altered or amended by the Employee, without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause such collateral assignments to conform to the provisions of this Agreement.

5. LIMITATIONS ON EMPLOYEE'S RIGHT IN POLICIES. Except as provided herein, the Employee shall not sell, assign, transfer, borrow against or withdraw from the cash surrender value of the Policies, surrender or cancel the Policies, change the beneficiary designation provisions of the Policies, decrease the aggregate face amount of insurance, make or change the allocation of the Policies Account established pursuant to the terms of the Policies among the various investment options under the Policies, nor change the death benefit option provisions thereof without, in any such case, the express written consent of the Corporation.

6. COLLECTION OF DEATH PROCEEDS.

a. Upon the death of the Employee, the Corporation shall cooperate in taking whatever action is necessary to collect the death benefit provided under the Policies; when such benefits have been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of the death benefit of the Policies equal to the total amount of the premiums paid by it hereunder with respect to the Policies, reduced by any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness. The balance of the death benefit provided under the Policies, if any, shall be paid directly to the beneficiary, in the manner and in the amount or amounts provided in the beneficiary designation provisions of the Policies. In no event shall the amount payable to the Corporation hereunder exceed the death benefit of the Policies payable at the death of the Employee. No amount shall be paid from such death benefit to the beneficiary until the full amount due the Corporation hereunder has been paid. The parties hereto agree that the beneficiary designation provisions of the Policies shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policies upon the death of the Employee and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policies, such amount shall first be paid to Corporation until it shall have received the return of all premiums paid by it, reduced by the amount of any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness and any remaining amount shall be paid to the beneficiary.

7. TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporations's business; (b) bankruptcy, receivership or dissolution of the Corporation; (c) termination of the Employee's employment by the Corporation (other than by reason of his death); (d) mutual consent of the parties; or (e) failure of the Employee to timely pay to the Corporation the Employee's portion of the premium, if any, due hereunder, unless the Corporation elects to make such payment on behalf of the Employee, as provided herein.

b. In addition, the Employee may terminate this Agreement, while no premium under the Policies is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

8. DISPOSITION OF THE POLICIES ON TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. For sixty (60) days after the date of the termination of this Agreement during the Employee's lifetime, the Employee shall have the option of obtaining the release of the collateral assignments of the Policies to the Corporation. To obtain such release with respect to the Policies, the Employee shall repay to the Corporation the total amount of the premium payments made by the Corporation hereunder with respect to the Policies less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness. Upon receipt of such amount, the Corporation shall release the collateral assignment of the Policies, by the execution and delivery of an appropriate instrument of release.

b. If the Employee fails to exercise the option in "a" above within such sixty (60) day period, then the Corporation shall have the right to:

(1) Receive the Policies, which right shall be exercised by the Corporation, if at all, by written notice to the Employee; upon receipt of the Corporation's written notice, the Employee shall execute any document or documents required by the Insurer to transfer the interest of the Employee in the Policies to the Corporation; or

(2) Enforce its right to be repaid the total amount of the premium payments made by the Corporation hereunder, less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness (the "Repayment Amount") from the cash surrender value of the Policies under the collateral assignment of the Policies, which right shall be exercised by the Corporation, if at all, in accordance with the terms of said collateral assignment. If the Repayment Amount is greater than the then cash surrender value of the Policies, then, upon receipt of written notice of such fact, the Employee shall be liable to and shall pay to the Corporation an amount equal to such differences. If the then cash surrender value of the policy exceeds the Repayment Amount, such excess shall be paid to the Employee.

Upon the Corporation's receipt of the Policies or the Repayment Amount, as the case may be, neither the Employee nor the Employee's successors, assigns or beneficiaries shall have any further interest in and to the Policies, either under the terms thereof or under this Agreement.

9. INSURERS NOT PARTIES. The Insurer shall be fully discharged from its obligations under the Policies by payment of the insurance benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof,

shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the collateral assignment executed by the Employee and filed with such Insurer in connection herewith.

10. NAMED FIDUCIARY, DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and

administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. (1) Claim

A person who believes that he or she is being denied a benefit to which he or she is entitled under this Agreement (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Corporation, setting forth his or her claim. The request must be addressed to the President of the Corporation at its then principal place of business.

(2) Claim Decision.

Upon receipt of a claim, the Corporation shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. The Corporation may, however, extend the reply period for an additional ninety (90) days for reasonable cause.

If the claim is denied in whole or in part, the Corporation shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth: (a) the specific reason or reasons for such denial; (b) the specific reference to pertinent provisions of this Agreement on which such denial is based; (c) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (e) the time limits for requesting a review under subsection (3) and for review under subsection (4) hereof.

(3) Request for Review.

Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that a special committee (the "Committee") of the Board of Directors of the Corporation made up of all non-employee directors of the Corporation review the determination of the Corporation. Such request must be addressed to the Secretary of the Corporation, at the Corporation's then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Corporation. If the Claimant does not request a review of the Corporation's determination by the Committee within such sixty (60) day period, he or she shall be barred and estopped from challenging the Corporation's determination.

(4) Review of Decision.

Within sixty (60) days after the Secretary's receipt of a request for review, the Committee will review the Corporation's determination. After considering all materials presented by the Claimant, the Committee will render a written opinion, written in a manner calculated to be understood by the Claimant, setting forth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

11. AMENDMENT. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee and his successors, assigns, heirs, executors, administrators and beneficiaries.

13. NOTICE. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

14. GOVERNING LAW. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed multiple original copies of this Agreement on January 14, 2002.

THE MEN'S WEARHOUSE, INC.

By: /s/ GEORGE ZIMMER

Name: George Zimmer

Title: Chairman and Chief Executive Officer
"Corporation"

/s/ ERIC LANE

ERIC LANE
"Employee"

SCHEDULE A

The following life insurance policies are subject to the Split Dollar Agreement by and between THE MEN'S WEARHOUSE, INC. and ERIC LANE effective August 22, 2001.

1. Insurance Company: Pacific Life Insurance Company

2. Policy No.: VP62454500.

3. Date Issued: August 22, 2001

4. Face Amount: $2,000,000.00

EXHIBIT 10.26

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT made and entered into as of this 25th day of May, 1995, by and between THE MEN'S WEARHOUSE, INC., a Texas corporation, (hereinafter referred to as the "Corporation"), DAVID H. EDWAB, an individual residing in the State of California (hereinafter referred to as the "Employee"), and David H. Edwab as the owner of the Policies defined below (hereinafter referred to as the "Owner"),

WHEREAS, the Employee is employed by the Corporation;

WHEREAS, the Employee wishes to provide life insurance protection for his family in the event of his death, under policies of life insurance insuring his life (hereinafter referred to as the "Policies"), which Policies has been issued by Prudential Life Insurance Company ("Insurer"), policy number 94,595,337, dated February 21, 1995, in the face amount of $1,000,000 and policy number 98,968,480, dated July 18, 1993, in the face amount of $1,000,000;

WHEREAS, the Corporation is willing to pay a portion of the premiums due on the Policies as an additional employment benefit for the Employee, on the terms and conditions hereinafter set forth;

WHEREAS, Owner is the Owner of the Policies and, as such, possesses all incidents of Ownership in and to the Policies;

WHEREAS, the Corporation wishes to have the Policies collaterally assigned to it by the Owner, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policies; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

1. PURCHASE OF POLICIES. The Owner has purchased the Policies from the Insurer. The parties hereto have taken all necessary action to cause the Insurer to issue the Policies, and shall take any further action which may be necessary to cause the Policies to conform to the provisions of this Agreement. The parties hereto agree that the Policies shall be subject to the terms and conditions of this Agreement and of the collateral assignments filed with the Insurer relating to the Policies. All capitalized words and phrases not otherwise defined herein shall have the same meaning such words and phrases have in the Policies.

2. OWNERSHIP OF POLICIES. The Owner shall be the sole and absolute Owner of the Policies, and may exercise all Ownership rights granted to the Owner thereof by the terms of the

Policies, including, but not limited to, the right to elect and to change the Death Benefit Option, the Face Amount of Insurance, and the investment options of the Policies, except as may otherwise be provided herein.

3. PAYMENT OF PREMIUMS.

a. The Owner will direct the Insurer to provide the Corporation with copies of premium notices on the Policies. No later than thirty (30) days prior to the due date of each Policies premium, the Corporation shall notify the Employee and the Owner of the exact amount due from the Employee hereunder, which shall be an amount equal to the annual cost of current life insurance protection on the life of the Employee (prorated if the premium is being paid monthly), measured by the lower of the PS 58 rate, set forth in Revenue Ruling 55-747 (or the corresponding applicable provision of any future Revenue Ruling), or the current published premium rate of the Insurer for annually renewable term insurance for standard risks. Either the Employee or the Owner, on behalf of the Employee, shall pay such required contribution to the Corporation prior to the premium due date. If neither the Employee nor the Owner makes such timely payment, the Corporation, in its sole discretion, may elect to make the Employee's portion of the premium payment, which payment shall be recovered by the Corporation as provided herein.

b. On or before the due date of each Policies premium, or within the grace period provided therein, the Corporation shall pay the full amount of the planned periodic premium to the Insurer, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Except with the consent of the Employee and the Owner, the Corporation shall not pay less than such planned periodic premium, but it may, in its discretion, at any time and from time to time, subject to acceptance of such amount by the Insurer, pay more than such planned periodic premium or make the premium payments on the Policies. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, if any, as a result of the insurance protection provided the Owner as the beneficiary of the Policies.

4. COLLATERAL ASSIGNMENT. To secure the repayment to the Corporation of the amount of the premiums on the Policies paid by the Corporation hereunder, the Owner has, contemporaneously herewith, assigned the Policies to the Corporation as collateral. The collateral assignment of the Policies to the Corporation hereunder shall not be terminated, altered or amended by the Owner, without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause such collateral assignments to conform to the provisions of this Agreement.

5. LIMITATIONS ON OWNER'S RIGHT IN POLICIES. Except as provided herein, the Owner shall not sell, assign, transfer, borrow against or withdraw from the cash surrender value of the Policies, surrender or cancel the Policies, change the beneficiary designation provisions of the Policies, decrease the aggregate face amount of insurance, make or change the allocation of the Policies Account established pursuant to the terms of the Policies among the various investment

options under the Policies, nor change the Death Benefit Option provisions thereof without, in any such case, the express written consent of the Corporation.

6. COLLECTION OF DEATH PROCEEDS.

a. Upon the death of the Employee, the Corporation and the Owner shall cooperate in taking whatever action is necessary to collect the death benefit provided under the Policies; when such benefits have been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of the death benefit of the Policies equal to the total amount of the premiums paid by it hereunder with respect to the Policies, reduced by any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness. The balance of the death benefit provided under the Policies, if any, shall be paid directly to the Owner, in the manner and in the amount or amounts provided in the beneficiary designation provisions of the Policies. In no event shall the amount payable to the Corporation hereunder exceed the death benefit of the Policies payable at the death of the Employee. No amount shall be paid from such death benefit to the Owner until the full amount due the Corporation hereunder has been paid. The parties hereto agree that the beneficiary designation provisions of the Policies shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policies upon the death of the Employee and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policies, such amount shall first be paid to Corporation until it shall have received the return of all premiums paid by it, reduced by the amount of any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness and any remaining amount shall be paid to the Owner.

7. TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporations's business; (b) bankruptcy, receivership or dissolution of the Corporation; (c) termination of the Employee's employment by the Corporation (other than by reason of his death); (d) mutual consent of the parties; or (e) failure of both the Employee and the Owner to timely pay to the Corporation the Employee's portion of the premium, if any, due hereunder, unless the Corporation elects to make such payment on behalf of the Employee, as provided herein.

b. In addition, either the Employee or the Owner may terminate this Agreement, while no premium under the Policies is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

8. DISPOSITION OF THE POLICIES ON TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. For sixty (60) days after the date of the termination of this Agreement during the Employee's lifetime, the Owner shall have the option of obtaining the release of the collateral assignments of the Policies to the Corporation. To obtain such release with respect to the Policies, the Owner shall repay to the Corporation the total amount of the premium payments made by the Corporation hereunder with respect to the Policies less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness. Upon receipt of such amount, the Corporation shall release the collateral assignment of the Policies, by the execution and delivery of an appropriate instrument of release.

b. If the Owner fails to exercise the option in "a" above within such sixty (60) day period, then the Corporation shall have the right to:

(1) Receive the Policies, which right shall be exercised by the Corporation, if at all, by written notice to the Owner; upon receipt of the Corporation's written notice, the Owner shall execute any document or documents required by the Insurer to transfer the interest of the Owner in the Policies to the Corporation; or

(2) Enforce its right to be repaid the total amount of the premium payments made by the Corporation hereunder, less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness (the "Repayment Amount") from the cash surrender value of the Policies under the collateral assignment of the Policies, which right shall be exercised by the Corporation, if at all, in accordance with the terms of said collateral assignment. If the Repayment Amount is greater than the then cash surrender value of the Policies, then, upon receipt of written notice of such fact, the Owner shall be liable to and shall pay to the Corporation an amount equal to such differences. If the then cash surrender value of the policies exceeds the Repayment Amount, such excess shall be paid to the Owner.

Upon the Corporation's receipt of the Policies or the Repayment Amount, as the case may be, neither the Owner nor the Owner's successors, assigns or beneficiaries shall have any further interest in and to the Policies, either under the terms thereof or under this Agreement.

9. INSURERS NOT PARTIES. The Insurer shall be fully discharged from its obligations under the Policies by payment of the insurance benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the collateral assignment executed by the Owner and filed with such Insurer in connection herewith.

10. NAMED FIDUCIARY, DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. (1) Claim

A person who believes that he or she is being denied a benefit to which he or she is entitled under this Agreement (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Corporation, setting forth his or her claim. The request must be addressed to the President of the Corporation at its then principal place of business.

(2) Claim Decision.

Upon receipt of a claim, the Corporation shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. The Corporation may, however, extend the reply period for an additional ninety (90) days for reasonable cause.

If the claim is denied in whole or in part, the Corporation shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth: (a) the specific reason or reasons for such denial; (b) the specific reference to pertinent provisions of this Agreement on which such denial is based; (c) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (e) the time limits for requesting a review under subsection (3) and for review under subsection (4) hereof.

(3) Request for Review.

Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that a special committee (the "Committee") of the Board of Directors of the Corporation made up of all non-employee directors of the Corporation review the determination of the Corporation. Such request must be addressed to the Secretary of the Corporation, at the Corporation's then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Corporation. If the Claimant does not request a review of the Corporation's determination by the Committee within such sixty (60) day period, he or she shall be barred and estopped from challenging the Corporation's determination.

(4) Review of Decision.

Within sixty (60) days after the Secretary's receipt of a request for review, the Committee will review the Corporation's determination. After considering all materials presented by the Claimant, the Committee will render a written opinion, written in a manner calculated to be understood by the Claimant, setting froth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

11. AMENDMENT. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, the Owner, and their respective successors, assigns, heirs, executors, administrators and beneficiaries.

13. NOTICE. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

14. GOVERNING LAW. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed multiple original copies of this Agreement the day and year first above written.

THE MEN'S WEARHOUSE, INC.

By: /s/ HARRY M. LEVY

Name: Harry M. Levy

Title: Senior Vice President

"Corporation"

/s/ DAVID H. EDWAB

DAVID H. EDWAB
"Employee"

/s/ DAVID H. EDWAB

DAVID H. EDWAB
"Owner"

SPLIT DOLLAR COLLATERAL ASSIGNMENT

FOR VALUE RECEIVED, the undersigned owner (hereafter the "Assignor") assigns, transfers and set over to THE MEN'S WEARHOUSE, INC., (hereafter the

"Assignee"), its successors or assigns, certain rights in and to the life insurance policies # 94,595,337 and # 98,968,480 issued by Prudential Life Insurance Company (the "Insurer") on February 21, 1995 and July 18, 1993, each in the amount of $1,000,000 (the "Policies"), and any and all supplemental benefit riders or agreements issued under said Policies, issued by Insurer, Insuring the life of DAVID H. EDWAB, subject to all the terms and conditions of the Policies and this Assignment and to all superior liens, if any, which the Insurer or any prior Assignee may have against the Policies. The Assignor by this instrument and the Assignee by acceptance of the Assignment jointly and severally agree to the conditions and provisions hereof. This Assignment is made and the Policies are to be held as collateral security for any and all liabilities of the Assignor to the Assignee, either now existing or that may hereafter arise between the Assignor or any successors or assigns and the Assignee under that certain Split-Dollar Agreement, dated as of May __, 1995, with regard to the Policies.

1. (a) It is expressly agreed that the Assignee shall have the following rights in the Policies:

(1) the right to make and receive loans against the Policies (from the Insurer or otherwise), to the extent of the aggregate premiums paid by the Assignee on the Policies;

(2) the right to release this Assignment to the Assignor or its assigns;

(3) the right to surrender the Policies and to receive the Policies cash value and any dividend credits outstanding (but not in excess of the aggregate premiums paid by the Assignee on the Policies); and

(4) the right to receive from the death proceeds of the Policies, and to elect an income settlement option with respect thereto, an amount equal to the aggregate premiums paid by the Assignee on the Policies, but reduced by any indebtedness (together with any unpaid interest) incurred by the Assignee on the Policies.

(b) Except as provided in Paragraph (a) above, all other rights in the Policies including but not limited to the right to designate and change the beneficiary of the Policies and the right to make loans against or withdrawals from the Policies and to receive any cash values and dividend credits outstanding in excess of aggregate premiums paid by the Assignee on the Policies, are expressly reserved to the Assignor and are therefore excluded from this Assignment.

(c) For purposes of paragraphs (a) and (b) above, the signature of either the Assignor or the Assignee shall be adequate. Both the Assignor and the Assignee acknowledge that, between themselves, they are bound by the limitations of this Assignment and that the Insurer will recognize the signature of either.

2. This Assignment does not change the Insurer's right under the "Policy Loan" provision of the Policies to charge interest on any Policies' loan. If interest is not paid under the terms of the Policies, the Insurer has the right to add such interest to the unpaid loan from whatever cash value remains regardless of who is entitled to that cash value under the terms of this Assignment.

3. For purposes of this Assignment, aggregate premiums paid by the Assignee on the Policies shall exclude premiums for any extra benefit riders or agreements issued under the Policies.

4. Any death proceeds of the Policies in excess of the amount payable to the Assignee shall be paid by the Insurer directly to the beneficiary named under the Policies.

5. All provisions of this Assignment shall be binding upon the executors, administrators, successors or assigns of the Assignor.

6. All Policies options and designations in effect as of the date of this Assignment shall remain in effect unless specifically changed by this Assignment or by action taken thereafter consistent with this Assignment.

7. The Insurer is hereby authorized to recognize the Assignee's claim of right hereunder without investigating the validity or amount thereof, the giving of notice, or the existence or amount of any liabilities of the Assignor to the Assignee. Payment by the Insurer of any or all death proceeds of the Policies to the Assignee in reliance upon an affidavit of any officer of the corporation as to the share of death proceeds due it shall be a full discharge of the Insurer for such share and shall be binding on all parties claiming any interest under the Policies.

Signed at Fremont, California on May 25, 1995

(City and State)

/s/ HARRY M. LEVY

Witness

/s/ DAVID H. EDWAB

DAVID H. EDWAB

Owner of the Policies

EXHIBIT 10.27

SPLIT-DOLLAR AGREEMENT

THIS AGREEMENT made and entered into as of this 25th day of May, 1995, by and between THE MEN'S WEARHOUSE, INC., a Texas corporation, (hereinafter referred to as the "Corporation"), DAVID H. EDWAB, an individual residing in the State of California (hereinafter referred to as the "Employee"), and GEORGE ZIMMER, Co-Trustee of the David H. Edwab 1995 Irrevocable Trust (hereinafter referred to as the "Owner"),

WHEREAS, the Employee is employed by the Corporation;

WHEREAS, the Employee wishes to provide life insurance protection for his family in the event of his death, under policies of life insurance insuring his life (hereinafter referred to as the "Policies"), which Policies have been issued by Pacific Mutual Insurance Company ("Insurer"), policy number 1A22371330, dated April 4, 1991, in the face amount of $500,000 and policy number 1A22827080, Dated April 4, 1991, in the face amount of $500,000;

WHEREAS, the Corporation is willing to pay a portion of the premiums due on the Policies as an additional employment benefit for the Employee, on the terms and conditions hereinafter set forth;

WHEREAS, Owner is the Owner of the Policies and, as such, possesses all incidents of Ownership in and to the Policies;

WHEREAS, the Corporation wishes to have the Policies collaterally assigned to it by the Owner, in order to secure the repayment of the amounts which it will pay toward the premiums on the Policies; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

1. PURCHASE OF POLICIES. The Owner has purchased the Policies from the Insurer. The parties hereto have taken all necessary action to cause the Insurer to issue the Policies, and shall take any further action which may be necessary to cause the Policies to conform to the provisions of this Agreement. The parties hereto agree that the Policies shall be subject to the terms and conditions of this Agreement and of the collateral assignments filed with the Insurer relating to the Policies. All capitalized words and phrases not otherwise defined herein shall have the same meaning such words and phrases have in the Policies.

2. OWNERSHIP OF POLICIES. The Owner shall be the sole and absolute Owner of the Policies, and may exercise all Ownership rights granted to the Owner thereof by the terms of the

Policies, including, but not limited to, the right to elect and to change the Death Benefit Option, the Face Amount of Insurance, and the investment options of the Policies, except as may otherwise be provided herein.

3. PAYMENT OF PREMIUMS.

a. The Owner will direct the Insurer to provide the Corporation with copies of premium notices on the Policies. No later than thirty (30) days prior to the due date of each Policies' premium, the Corporation shall notify the Employee and the Owner of the exact amount due from the Employee hereunder, which shall be an amount equal to the annual cost of current life insurance protection on the life of the Employee (prorated if the premium is being paid monthly), measured by the lower of the PS 58 rate, set forth in Revenue Ruling 55-747 (or the corresponding applicable provision of any future Revenue Ruling), or the current published premium rate of the Insurer for annually renewable term insurance for standard risks. Either the Employee or the Owner, on behalf of the Employee, shall pay such required contribution to the Corporation prior to the premium due date. If neither the Employee nor the Owner makes such timely payment, the Corporation, in its sole discretion, may elect to make the Employee's portion of the premium payment, which payment shall be recovered by the Corporation as provided herein.

b. On or before the due date of each Policies premium, or within the grace period provided therein, the Corporation shall pay the full amount of the planned periodic premium to the Insurer, and shall, upon request, promptly furnish the Employee evidence of timely payment of such premium. Except with the consent of the Employee and the Owner, the Corporation shall not pay less than such planned periodic premium, but it may, in its discretion, at any time and from time to time, subject to acceptance of such amount by the Insurer, pay more than such planned periodic premium or make the premium payments on the Policies. The Corporation shall annually furnish the Employee a statement of the amount of income reportable by the Employee for federal and state income tax purposes, if any, as a result of the insurance protection provided the Owner as the beneficiary of the Policies.

4. COLLATERAL ASSIGNMENT. To secure the repayment to the Corporation of the amount of the premiums on the Policies paid by the Corporation hereunder, the Owner has, contemporaneously herewith, assigned the Policies to the Corporation as collateral. The collateral assignment of the Policies to the Corporation hereunder shall not be terminated, altered or amended by the Owner, without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause such collateral assignments to conform to the provisions of this Agreement.

5. LIMITATIONS ON OWNER'S RIGHT IN POLICIES. Except as provided herein, the Owner shall not sell, assign, transfer, borrow against or withdraw from the cash surrender value of the Policies, surrender or cancel the Policies, change the beneficiary designation provisions of the Policies, decrease the aggregate face amount of insurance, make or change the allocation of the Policies Account established pursuant to the terms of the Policies among the various investment

options under the Policies, nor change the Death Benefit Option provisions thereof without, in any such case, the express written consent of the Corporation.

6. COLLECTION OF DEATH PROCEEDS.

a. Upon the death of the Employee, the Corporation and the Owner shall cooperate in taking whatever action is necessary to collect the death benefit provided under the Policies; when such benefits have been collected and paid as provided herein, this Agreement shall thereupon terminate.

b. Upon the death of the Employee, the Corporation shall have the unqualified right to receive a portion of the death benefit of the Policies equal to the total amount of the premiums paid by it hereunder with respect to the Policies, reduced by any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness. The balance of the death benefit provided under the Policies, if any, shall be paid directly to the Owner, in the manner and in the amount or amounts provided in the beneficiary designation provisions of the Policies. In no event shall the amount payable to the Corporation hereunder exceed the death benefit of the Policies payable at the death of the Employee. No amount shall be paid from such death benefit to the Owner until the full amount due the Corporation hereunder has been paid. The parties hereto agree that the beneficiary designation provisions of the Policies shall conform to the provisions hereof.

c. Notwithstanding any provision hereof to the contrary, in the event that, for any reason whatsoever, no death benefit is payable under the Policies upon the death of the Employee and in lieu thereof the Insurer refunds all or any part of the premiums paid for the Policies, such amount shall first be paid to Corporation until it shall have received the return of all premiums paid by it, reduced by the amount of any outstanding indebtedness which was incurred by the Corporation and secured by the Policies, including any interest due on such indebtedness and any remaining amount shall be paid to the Owner.

7. TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. This Agreement shall terminate, during the Employee's lifetime, without notice, upon the occurrence of any of the following events: (a) total cessation of the Corporations's business; (b) bankruptcy, receivership or dissolution of the Corporation; (c) termination of the Employee's employment by the Corporation (other than by reason of his death); (d) mutual consent of the parties; or (e) failure of both the Employee and the Owner to timely pay to the Corporation the Employee's portion of the premium, if any, due hereunder, unless the Corporation elects to make such payment on behalf of the Employee, as provided herein.

b. In addition, either the Employee or the Owner may terminate this Agreement, while no premium under the Policies is overdue, by written notice to the Corporation. Such termination shall be effective as of the date of such notice.

8. DISPOSITION OF THE POLICIES ON TERMINATION OF THE AGREEMENT DURING THE EMPLOYEE'S LIFETIME.

a. For sixty (60) days after the date of the termination of this Agreement during the Employee's lifetime, the Owner shall have the option of obtaining the release of the collateral assignments of the Policies to the Corporation. To obtain such release with respect to the Policies, the Owner shall repay to the Corporation the total amount of the premium payments made by the Corporation hereunder with respect to the Policies less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness. Upon receipt of such amount, the Corporation shall release the collateral assignment of the Policies, by the execution and delivery of an appropriate instrument of release.

b. If the Owner fails to exercise the option in "a" above within such sixty (60) day period, then the Corporation shall have the right to:

(1) Receive the Policies, which right shall be exercised by the Corporation, if at all, by written notice to the Owner; upon receipt of the Corporation's written notice, the Owner shall execute any document or documents required by the Insurer to transfer the interest of the Owner in the Policies to the Corporation; or

(2) Enforce its right to be repaid the total amount of the premium payments made by the Corporation hereunder, less any indebtedness secured by the Policies which was incurred by the Corporation and remains outstanding as of the date of such termination, including any interest due on such indebtedness (the "Repayment Amount") from the cash surrender value of the Policies under the collateral assignment of the Policies, which right shall be exercised by the Corporation, if at all, in accordance with the terms of said collateral assignment. If the Repayment Amount is greater than the then cash surrender value of the Policies, then, upon receipt of written notice of such fact, the Owner shall be liable to and shall pay to the Corporation an amount equal to such differences. If the then cash surrender value of the policy exceeds the Repayment Amount, such excess shall be paid to the Owner.

Upon the Corporation's receipt of the Policies or the Repayment Amount, as the case may be, neither the Owner nor the Owner's successors, assigns or beneficiaries shall have any further interest in and to the Policies, either under the terms thereof or under this Agreement.

9. INSURERS NOT PARTIES. The Insurer shall be fully discharged from its obligations under the Policies by payment of the insurance benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modification or amendment hereof. No provision of this Agreement, nor of any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the collateral assignment executed by the Owner and filed with such Insurer in connection herewith.

10. NAMED FIDUCIARY, DETERMINATION OF BENEFITS, CLAIMS PROCEDURE AND ADMINISTRATION.

a. The Corporation is hereby designated as the named fiduciary under this Agreement. The named fiduciary shall have authority to control and manage the operation and administration of this Agreement, and it shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Agreement.

b. (1) Claim

A person who believes that he or she is being denied a benefit to which he or she is entitled under this Agreement (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Corporation, setting forth his or her claim. The request must be addressed to the President of the Corporation at its then principal place of business.

(2) Claim Decision.

Upon receipt of a claim, the Corporation shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall, in fact, deliver such reply within such period. The Corporation may, however, extend the reply period for an additional ninety (90) days for reasonable cause.

If the claim is denied in whole or in part, the Corporation shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth: (a) the specific reason or reasons for such denial; (b) the specific reference to pertinent provisions of this Agreement on which such denial is based; (c) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (d) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (e) the time limits for requesting a review under subsection (3) and for review under subsection (4) hereof.

(3) Request for Review.

Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that a special committee (the "Committee") of the Board of Directors of the Corporation made up of all non-employee directors of the Corporation review the determination of the Corporation. Such request must be addressed to the Secretary of the Corporation, at the Corporation's then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Corporation. If the Claimant does not request a review of the Corporation's determination by the Committee within such sixty (60) day period, he or she shall be barred and estopped from challenging the Corporation's determination.

(4) Review of Decision.

Within sixty (60) days after the Secretary's receipt of a request for review, the Committee will review the Corporation's determination. After considering all materials presented by the Claimant, the Committee will render a written opinion, written in a manner calculated to be understood by the Claimant, setting froth the specific reasons for the decision and containing specific references to the pertinent provisions of this Agreement on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

11. AMENDMENT. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns, and may not be otherwise terminated except as provided herein.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, the Owner, and their respective successors, assigns, heirs, executors, administrators and beneficiaries.

13. NOTICE. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

14. GOVERNING LAW. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed multiple original copies of this Agreement the day and year first above written.

THE MEN'S WEARHOUSE, INC.

By: /s/ HARRY M. LEVY

Name: Harry M. Levy

Title: Senior Vice President

"Corporation"

/s/ DAVID H. EDWAB

DAVID H. EDWAB
"Employee"

/s/ GEORGE ZIMMER

George Zimmer, Co-Trustee
THE DAVID H. EDWAB 1995
IRREVOCABLE TRUST

SPLIT DOLLAR COLLATERAL ASSIGNMENT

FOR VALUE RECEIVED, the undersigned owner (hereafter the "Assignor") assigns, transfers and set over to THE MEN'S WEARHOUSE, INC., (hereafter the "Assignee"), its successors or assigns, certain rights in and to the life insurance policies 1A22371330 and 1A22827080, issued by Pacific Mutual Insurance Company (the "Insurer") on April 4, 1991, in the amount of $500,000 each (the "Policies"), and any and all supplemental benefit riders or agreements issued under said Policies, issued by Insurer, Insuring the life of DAVID H. EDWAB, subject to all the terms and conditions of the Policies and this Assignment and to all superior liens, if any, which the Insurer or any prior Assignee may have against the Policies. The Assignor by this instrument and the Assignee by acceptance of the Assignment jointly and severally agree to the conditions and provisions hereof. This Assignment is made and the Policies are to be held as collateral security for any and all liabilities of the Assignor to the Assignee, either now existing or that may hereafter arise between the Assignor or any successors or assigns and the Assignee under that certain Split-Dollar Agreement, dated as of May __, 1995, with regard to the Policies.

1. (a) It is expressly agreed that the Assignee shall have the following rights in the Policies:

(1) the right to make and receive loans against the Policies (from the Insurer or otherwise), to the extent of the aggregate premiums paid by the Assignee on the Policies;

(2) the right to release this Assignment to the Assignor or its assigns;

(3) the right to surrender the Policies and to receive the Policies cash value and any dividend credits outstanding (but not in excess of the aggregate premiums paid by the Assignee on the Policies); and

(4) the right to receive from the death proceeds of the Policies, and to elect an income settlement option with respect thereto, an amount equal to the aggregate premiums paid by the Assignee on the Policies, but reduced by any indebtedness (together with any unpaid interest) incurred by the Assignee on the Policies.

(b) Except as provided in Paragraph (a) above, all other rights in the Policies including but not limited to the right to designate and change the beneficiary of the Policies and the right to make loans against or withdrawals from the Policies and to receive any cash values and dividend credits outstanding in excess of aggregate premiums paid by the Assignee on the Policies, are expressly reserved to the Assignor and are therefore excluded from this Assignment.

(c) For purposes of paragraphs (a) and (b) above, the signature of either the Assignor or the Assignee shall be adequate. Both the Assignor and the Assignee acknowledge that, between themselves, they are bound by the limitations of this Assignment and that the Insurer will recognize the signature of either.

2. This Assignment does not change the Insurer's right under the "Policy Loan" provision of the Policies to charge interest on any Policies' loan. If interest is not paid under the terms of the Policies, the Insurer has the right to add such interest to the unpaid loan from whatever cash value remains regardless of who is entitled to that cash value under the terms of this Assignment.

3 . For purposes of this Assignment, aggregate premiums paid by the Assignee on the Policies shall exclude premiums for any extra benefit riders or agreements issued under the Policies.

4. Any death proceeds of the Policies in excess of the amount payable to the Assignee shall be paid by the Insurer directly to the beneficiary

named under the Policies.

5. All provisions of this Assignment shall be binding upon the executors, administrators, successors or assigns of the Assignor.

6. All Policies' options and designations in effect as of the date of this Assignment shall remain in effect unless specifically changed by this Assignment or by action taken thereafter consistent with this Assignment.

7. The Insurer is hereby authorized to recognize the Assignee's claim of right hereunder without investigating the validity or amount thereof, the giving of notice, or the existence or amount of any liabilities of the Assignor to the Assignee. Payment by the Insurer of any or all death proceeds of the Policies to the Assignee in reliance upon an affidavit of any officer of the corporation as to the share of death proceeds due it shall be a full discharge of the Insurer for such share and shall be binding on all parties claiming any interest under the Policies.

Signed at Fremont, California on May 25, 1995
(City and State)

/s/ HARRY M. LEVY
Witness

/s/ GEORGE ZIMMER
Owner of the Policy
GEORGE ZIMMER, CO-TRUSTEE, THE
DAVID H. EDWAB IRREVOCABLE TRUST

EXHIBIT 10.28

SPLIT DOLLAR AGREEMENT

FIRST AMENDMENT

WHEREAS, THE MEN'S WEARHOUSE, INC., a Texas corporation (hereinafter referred to as the "Corporation"), DAVID H. EDWAB (hereinafter referred to as the "Employee"), and GEORGE ZIMMER, Trustee of the David H. Edwab 1995 Irrevocable Trust (hereinafter referred to as the "Owner") entered into a Split Dollar Agreement (hereinafter referred to as the "Agreement") on May 25, 1995; and

WHEREAS, the Owner had purchased two insurance policies on the life of the Employee issued by Pacific Mutual Insurance Company, Policy No. 1A22371330, dated April 4, 1991, in the face amount of Five Hundred Thousand Dollars and Policy No. 1A22827080, dated April 4, 1991, in the face amount of Five Hundred Thousand Dollars (hereinafter referred to as "Pacific Mutual Policies"); and

WHEREAS, both policies were subject to the Agreement; and

WHEREAS, paragraph 11 of the Agreement states that the Agreement may be amended by a written instrument signed by the parties thereto; and

WHEREAS, the parties to the Agreement wish to approve the exchange of the two Pacific Mutual Policies for a single John Hancock Life Insurance Company Policy No. 51881001 (hereinafter referred to as "John Hancock Policy"), dated November 8, 2000, in the face amount of One Million Dollars and to affirm the application of this Agreement to the new John Hancock Policy;

NOW, THEREFORE, pursuant to the provisions of paragraph 11 of the Agreement, the parties to the Agreement hereby adopt the following amendments to the Agreement:

1. The Corporation and the Owner approve the exchange of the Pacific Mutual Policies for the John Hancock Policy.

2. The Owner, the Employee and the Corporation agree that the John Hancock Policy will be subject to the Agreement and that all references to the "Policies" in the Agreement are to the John Hancock Policy on and after November 8, 2000.

3. The Corporation, the Employee and the Owner agree that the premiums paid by the Corporation on the Pacific Mutual Policies as of the date of the exchange aggregated $88,504 and that such aggregate premiums plus any premiums paid on the John Hancock Policy by the Corporation shall be the "total amount of the premiums paid by the Corporation" pursuant to paragraph 6 of the Agreement concerning collection of death proceeds and paragraph 8 of the Agreement concerning disposition of Policies on termination of the Agreement during the lifetime of the Employee.

4. In order to comply with the provisions of IRS Notice 2002-08, the Corporation, the Employee and the Owner hereby completely amend and restate paragraph 3(a) of the Agreement to read as follows:

> "3(a). The Owner will direct the Insurer to provide the Corporation with copies of premium notices on the Policies. No later than thirty (30) days prior to the due date of each Policy's premium, the Corporation shall notify the Employee and the Owner of the exact amount due from the Employee hereunder, which shall be an amount equal to the annual cost of current life insurance protection on the life of the Employee (prorated if the premium is being paid monthly), measured by the lower of the Table 2001 rate, as set forth in Notice 2002-08 (or the corresponding applicable provision of any future regulations, revenue rulings, notices or other guidance from the IRS), or the current published premium rate of the Insurer for annually renewable term

insurance for standard risks as specified in Revenue Ruling 66-110 (or the corresponding applicable provision of any future regulation, revenue ruling, notice or other guidance of the IRS). Either the Employee or the Owner, on behalf of the Employee, shall pay such required contribution to the Corporation prior to the premium due date. If neither the Employee nor the Owner makes such timely payment, the Corporation, in its sole discretion, may elect to make the Employee's portion of the premium payment, which payment shall be recovered by the Corporation as provided herein."

IN WITNESS WHEREOF, the parties hereto have executed multiple originals of this First Amendment to the Agreement as of the 17th day of January, 2002.

THE MEN'S WEARHOUSE, INC., Corporation

By: ___________________________________

Name: _________________________________

Title: ________________________________

____
DAVID H. EDWAB, Employee

____
GEORGE ZIMMER, Trustee of the
David H. Edwab 1995
Irrevocable Trust, Owner

EXHIBIT 10.29

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into and made effective as of February 3, 2002 by and between THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), and DAVID H. EDWAB ("Employee"), of Saddle River, New Jersey.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Company and Employee hereby agree as follows:

1. Employment and Duties. The Company hereby agrees to employ Employee as Vice Chairman of the Board, and Employee hereby accepts such employment and agrees to serve the Company in such capacity on the terms and subject to the conditions set forth in this Agreement. Subject to the ultimate direction and control of the Chairman of the Board and Chief Executive Officer of the Company and to the Company's Board of Directors, Employee shall be responsible to assist the Chairman of the Board and Chief Executive Officer of the Company with the determination and implementation of the strategic direction of the Company and oversee the implementation of the business plan of the Company and, in connection therewith, to interact with and provide guidance to the other executive officers of the Company. During his employment hereunder, Employee shall devote his full business time, energy, and ability principally to the business and interests of the Company and shall not, without the Company's prior written consent, render to others services of any kind for compensation, or engage in any other business activity that would materially interfere with the performance of his duties under this Agreement.

2. Compensation and Benefits of Employment.

(a) As compensation for the services to be rendered by Employee hereunder, the Company shall pay to Employee a base annual salary ("Annual Salary") of $560,000 per year, in equal installments in accordance with the customary payroll practices of the Company. The parties shall comply with all applicable withholding requirements in connection with all compensation payable to Employee. The Company's Board of Directors may, in its sole discretion, review and adjust upward Employee's Base Salary (as defined below) from time to time, but no downward adjustment in Employee's Base Salary may be made during the term of this Agreement.

(b) Employee shall receive annually a stipulated amount of up to $40,000 ("Discretionary Amount" and together with Annual Salary, collectively referred to herein as "Base Salary") which will be expended by the Company on behalf of Employee to cover, or paid to Employee to reimburse Employee for, various business-related expenses such as monthly dues for country, luncheon or social clubs, automobile expenses, upgraded travel beyond that of the Company's regular employee policy and other personal travel expenses not covered by Section 3 hereof and financial and tax planning expenses. The Company agrees that Employee shall be

entitled to reimbursement of all such business-related expenses incurred by Employee; provided, however, that payment of such reimbursement shall be made only against proper receipts or other documentary evidence of such expenses. In the event that less than $40,000 is expended during the course of any one-year period, Employee shall not be entitled to receive directly the remainder of such amount. This reimbursement shall be in addition to any reimbursement provided pursuant to Section 3 below.

(c) At the end of the term of this Agreement, Employee shall be entitled to receive a bonus of $3,000,000, which shall accrue at the rate of $50,000 per full month of service hereunder (the "Long-Term Incentive Bonus"); provided, however, that such Long-Term Incentive Bonus shall be subject to a credit equal to the "Stock Option Value" of (i) those stock options held by Employee on the date hereof and identified on Exhibit A hereto (the "Existing Stock Options") and (ii) those stock options issued to Employee subsequent to the date hereof (the "Subsequent Stock Options"). For purposes of this

Agreement, "Stock Option Value" shall equal the (a) the sum of the products of the Option Margin for each Existing Stock Option and each Subsequent Stock Option which has a positive Option Margin at the time of determination of the Option Margin for each Existing Stock Option and each Subsequent Stock Option times the number of shares of stock subject to such Existing Stock Options and Subsequent Stock Options which are exercisable by the Employee at the end of such five-year period (or the date of Employee's termination, as the case may be) minus (b) $500,000. For purposes of this Agreement, the Option Margin for each Existing Stock Option and each Subsequent Stock Option shall mean the difference between (a) the average closing price for the Company's common stock, par value $.01 per share, as reported by the New York Stock Exchange, for the twenty (20) trading days immediately prior to the end of such five-year term (or the date of Employee's termination, as the case may be) and (b) the applicable option price of each such Existing Stock Option and Subsequent Stock Option

(d) At any time after the second anniversary of the date hereof, Employee shall be entitled to an advance of up to $1,200,000 against the payment of the Long-Term Incentive Bonus. Such advance shall bear interest at the lowest permissible rate which will not result in imputed interest for federal income tax purposes. Such advance shall be repaid with interest in the event the employment of Employee is terminated for cause or is terminated by the Employee without good reason. Otherwise, the Long-Term Incentive Bonus payable shall be reduced by the amount of such advance plus accrued interest. To the extent the Long-Term Incentive Bonus payable is less than such advance plus accrued interest, such difference shall be paid by Employee to the Company within five days of when the Long-Term Incentive Bonus would have been payable.

(e) Employee shall be entitled to participate in and have the benefits under the terms of all life, accident, disability and health insurance plans, pension, profit sharing, incentive compensation and savings plans and all other similar plans and benefits which the Company from time to time makes available to its senior management executives in the same manner and at least at the same participation level as other senior management executives.

3. Business Expenses. The Company shall promptly reimburse Employee for all appropriately documented, reasonable business expenses incurred by Employee in accordance with the Company's policies related thereto.

4. Term. This Agreement shall commence effective as of the date hereof, and if not terminated earlier as herein provided, shall terminate on February 2, 2007. Notwithstanding the foregoing, if the Company shall not have offered to Employee the opportunity to enter into a new employment agreement prior to February 2, 2006, with terms, in all respects, no less favorable to Employee than the terms of this Agreement and with a term lasting until at least February 2, 2009, Employee shall have the right to elect by written notice delivered to the Company prior to April 1, 2006, to terminate his employment effective as of February 2, 2007. In the event of such termination, Employee shall be entitled to continue to receive (a) his Base Salary at the then current rate for a period of one year following the date of termination and (b) all benefits to which Employee is entitled hereunder for a period of two years following the date of termination. If the Company offers to Employee a new employment agreement in accordance with this Section 4 and Employee declines to accept it, Employee's employment hereunder shall terminate on February 2, 2007, at which time Employee shall be entitled to all compensation, rights and benefits accrued hereunder at such date. However, if the Company shall notify Employee prior to February 2, 2006 that it does not wish to enter into a new employment agreement following the termination of this Agreement, Employee shall be entitled to continue to receive all benefits to which Employee is entitled hereunder for a period of two years following Employee's termination at the end of the term of this Agreement. In addition to any continuation of benefits provided for in this Section 4, the Company shall continue to maintain those life insurance policies, including the transferability provisions thereof, maintained by the Company for the benefit of Employee on the date hereof (the "Existing Life Insurance Policies") for a period of two years following the date of any such termination.

5. Termination by the Company Without Cause or Termination by Employee for "Good Reason".

(a) The Company may, by delivering 30 days prior written notice to Employee, terminate Employee's employment at any time without cause, and Employee may, by delivering 30 days prior written notice to the Company, terminate Employee's employment for "good reason", as defined below. If such termination without cause or for good reason occurs, Employee shall be entitled (i) to receive a lump sum payment equal to (a) all amounts owed through the date of termination plus (b) the accrued Long-Term Incentive Bonus reduced by the Stock Option Value and (ii) to continue to receive (a) his Base Salary at the then current rate and (b) all benefits to which Employee is entitled hereunder, for a period of two years following the date of termination. In addition, the Company shall continue to maintain the Existing Life Insurance Policies for a period of two years following the date of any such termination.

(b) For purposes of this Section 5, "good reason" shall mean the occurrence of any of the following events:

(i) Removal, without the consent of Employee in writing, from the office of Vice Chairman of the Board or a material reduction in Employee's authority or responsibility but not termination of Employee for "cause", as defined in Section 7; or

(ii) The Company otherwise commits a material breach of this Agreement.

(c) The Company shall pay any attorney fees incurred by Employee in reasonably seeking to enforce the terms of this Section 5.

6. Termination Upon Death or Disability. If Employee's employment is terminated because of death or on account of his becoming permanently disabled (as defined in Section 7), Employee, or his estate, if applicable, shall be entitled (i) to receive a lump sum payment equal to (a) all amounts owed through the date of termination plus (b) the accrued Long-Term Incentive Bonus reduced by the Stock Option Value and (ii) to continue to receive (a) his Base Salary at the then current rate for a period of two years following the date of termination and (b) all benefits to which Employee is entitled hereunder through the end of the term of this Agreement. In addition, in the event Employee becomes permanently disabled, the Company shall continue to maintain the Existing Life Insurance Policies through the end of the term of this Agreement.

7. Termination by the Company for Cause. The Company may terminate this Agreement at any time if such termination is for "cause", as defined below, by delivering to Employee written notice describing the cause of termination 30 days before the effective date of such termination and by granting Employee at least 30 days to cure the cause. In the event that the employment of Employee is terminated for "cause", Employee shall be entitled only to (i) all amounts owed through the date of termination and (ii) his Annual Salary earned pro rata to his date of termination, but Employee shall not be entitled to any Base Salary continuation payments or benefits continuation (except as specifically provided by the terms of an employee benefit plan of the Company). "For cause" shall be limited to the occurrence of the following events:

(a) Conviction of or a plea of nolo contendere to the charge of a felony (which, through lapse of time or otherwise, is not subject to appeal);

(b) Willful refusal without proper legal cause to perform, or gross negligence in performing, Employee's duties and responsibilities after 30 days written notice and an opportunity to cure;

(c) Material breach of fiduciary duty to the Company through the misappropriation of Company funds or property; or

(d) The unauthorized absence of Employee from work (other than for sick leave or personal disability) for a period of 60 working days or more during a period of 90 working days.

For purposes of this Agreement, Employee shall be deemed to "permanently disabled" if Employee shall be considered to be permanently and totally disabled in accordance with the Company's disability plan, if any, for a period of 180 days or more. If there should be a dispute between the Company and Employee as to Employee's physical or mental disability for purposes of this Agreement, the question shall be settled by the opinion of an impartial reputable physician or psychiatrist agreed upon by the parties or their representatives, or if the parties cannot agree within ten (10) calendar days after a request for designation of such party, then a physician or psychiatrist shall be designated by the Valley Hospital in Northern New Jersey. The parties agree to be bound by the final decision of such physician or psychiatrist.

8. Voluntary Termination by Employee. Employee may terminate this Agreement at any time upon delivering 30 days written notice to the Company. In the event of such voluntary termination other than for "good reason" as defined in Section 5, Employee shall be entitled to (i) all amounts owed through the date of termination and (ii) his Annual Salary earned pro rata to his date of termination, but no Base Salary continuation payments or benefits continuation (except as specifically provided by the terms of an employee benefit plan of the Company). On or after the date the Company receives notice of Employee's resignation, the Company may, at its option, pay Employee all amounts owed to Employee pursuant to this Section 8 through the effective date of his resignation and terminate his employment immediately.

9. Exclusivity of Termination Provisions. The termination provisions of this Agreement regarding the parties' respective obligations in the event Employee's employment is terminated are intended to be exclusive and in lieu of any other rights or remedies to which Employee or the Company may otherwise be entitled at law, in equity or otherwise. It is also agreed that, although the personnel policies and fringe benefit programs of the Company may be unilaterally modified from time to time, the termination provisions of this Agreement are not subject to modification, whether orally, impliedly or in writing, unless any such modification is mutually agreed upon and signed by the parties.

10. Non-Competition. Employee acknowledges that he has unique and valuable experience with respect to the retail operations relating to men's apparel throughout the United States and Canada. Employee hereby covenants and agrees that during the term of this Agreement and for a period of one year thereafter, he will not directly or indirectly compete with the business of the Company or its subsidiaries. For purposes of this Agreement, the term "compete" shall include Employee's participation in any operations whose primary business is the sale of menswear at retail, either individually or as an officer, director, joint venturer, agent, or holder of an interest (except as a holder of a less than 5% interest in a publicly traded entity or mutual fund) of any individual, corporation, association, partnership, joint venture or other business entity so engaged. This non-competition covenant shall be applicable with respect to that certain geographical territory within the United States and Canada comprised of those specific cities or counties within which the Company conducts its business from time to time. Employee and the Company agree that a monetary remedy for a breach of this Section 10 or of Section 11 below will be inadequate and will be impracticable and extremely difficult to prove, and further agree that such a breach would cause the Company irreparable harm, and that the Company shall be entitled to specific performance and/or temporary and permanent injunctive relief without the necessity of proving actual damages. Employee agrees that the Company shall

be entitled to such specific performance and/or injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or other undertaking in connection therewith. Any such requirement of bond or undertaking is hereby waived by Employee and Employee acknowledges that in the absence of such a waiver, a bond or undertaking may be required by the court. In the event of litigation to enforce this covenant, the courts are hereby specifically authorized to reform this covenant as and to the extent, but only to such extent, necessary in order to give full force and effect hereto to the maximum degree permitted by law. Employee also agrees that if Employee is in breach of this Section 10, the Company may cease all payments required under this Agreement.

11. Proprietary Information.

(a) Employee acknowledges and agrees that he has acquired, and may in the future acquire as a result of his employment with the Company or otherwise, Proprietary Information (as defined below) of the Company which is of a confidential or trade secret nature, and all of which has a great value to the Company and is a substantial basis and foundation upon which the Company's business is predicated. Accordingly, Employee agrees to regard and preserve as confidential at all times all Proprietary Information and to refrain from publishing or disclosing any part of it to any person or entity and from using, copying or duplicating it in any way by any means whatsoever, except in the course of his employment under this Agreement and in furtherance of the business of the Company or as required by applicable law or legal process, without the prior written consent of the Company. In the event of a breach or threatened breach of this Section 11, the Company shall be entitled to the same remedies as provided in Section 10 with respect to a breach thereof.

(b) "Proprietary Information" includes all information and data in whatever form, tangible or intangible, pertaining in any manner to pricing policy, marketing programs, advertising, employee training, and specific inventory purchase pricing and any written information, including customer lists, of the Company or any affiliate thereof, unless the information is or becomes publicly known through lawful means.

12. Notice. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number set forth below:

To the Company:	The Men's Wearhouse, Inc. 5803 Glenmont Drive Houston, Texas 77081 Attention: Neill P. Davis Facsimile: (713) 592-7102 Confirm: (713) 592-7256

To Employee:	David H. Edwab 36 Cameron Road Saddle River, New Jersey 07458 Facsimile: (201) 760-9117 Confirm: (201) 760-8858

or to such other address or facsimile number and to the attention of such other person as either party may designate by written notice. All notices and other communication shall be deemed to have been duly given when delivered personally or three days after mailing or one day after depositing such notice with an overnight courier or transmission of a facsimile or other similar form of communication.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; provided, however, that neither the Company nor Employee may assign any duties under this Agreement without the prior written consent of the other.

14. Limitation. The Agreement shall not confer any right or impose any obligation on the Company to continue the employment of Employee in any capacity, or limit the right of the Company or Employee to terminate Employee's employment.

15. Further Assurances. Each party hereto agrees to perform such further actions, and to execute and deliver such additional documents, as may be reasonably necessary to carry out the provisions of this Agreement.

16. Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability or the remaining provisions, or portions thereof, shall not be affected thereby.

17. Arbitration.

(a) Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, including claims for tortious interference or other tortious or statutory claims arising before, during or after termination, providing only that such claim touches upon matters covered by this contract, shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") pursuant to the Commercial Arbitration Rules as presently in force, except as modified by the specific provisions of this Agreement. The parties expressly agree that nothing in this Agreement shall prevent the parties from applying to a court that would otherwise have jurisdiction over the parties for provisional or interim measures, including injunctive relief. After the arbitration panel is empaneled, it shall have sole jurisdiction to hear such applications, except that the parties agree that any measures ordered by the arbitrators may be immediately and specifically enforced by a court otherwise having jurisdiction over the parties. The parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.

(b) The parties agree that the federal and state courts located in Houston, Texas shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this agreement to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the above, application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this agreement may be served on any party to the agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

(c) The arbitration shall be conducted before a tribunal composed of three neutral arbitrators drawn from, in the first instance, the Texas Large Complex Claims panel and then, if necessary, from the Commercial panel. Each arbitrator shall sign an oath agreeing to be bound by the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the AAA for Neutral Arbitrators. It is the intent of the parties to avoid the appearance of impropriety due to bias or partiality on the part of any arbitrator. Prior to his or her formal appointment, each arbitrator shall disclose to the parties and to the other members of the tribunal, any financial, fiduciary, kinship or other relationship between that arbitrator and any party or its counsel, or between that arbitrator and any individual or entity with any financial, fiduciary, kinship or other relationship with any party. For the purpose of this agreement, "appearance of impropriety" shall be defined as such relationship or behavior as would cause a reasonable person to believe that bias or partiality on the part of the arbitrator may exist in favor of any party. Any award or portion thereof, whether preliminary or final, shall be in a written opinion containing findings of fact and conclusions of law signed by each arbitrator. The arbitrator dissenting from an award or portion thereof shall issue a dissent from the award or portion thereof in writing, stating the reasons for his dissent. The arbitrators shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate.

(d) It is the intent of the parties that, barring extraordinary circumstances, any arbitration hearing shall be concluded within two months of the date the statement of claim is received by the AAA. Unless the parties otherwise agree, once commenced, hearings shall be held 5 days a week, with each hearing day to begin at 9:00 A.M. and to conclude at 5:00 P.M. The parties may upon agreement extend these time limits, or the chairman of the panel may extend them if he determines that the interests of justice otherwise requires. The arbitrators shall use their best efforts to issue the final award or awards within a period of 30 days after closure of the proceedings. Failure to do so shall not be a basis for challenging the award. The parties and arbitrators shall treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony, and other evidence, briefs and the award, as strictly confidential. The place of arbitration shall be Houston, Texas, USA unless otherwise agreed by the parties.

(e) The parties agree that discovery shall be limited and shall be handled expeditiously. Discovery procedures available in litigation before the courts shall not apply in an arbitration conducted pursuant to this agreement. However, each party shall produce relevant and non-privileged documents or copies thereof requested by the other parties within the time

limits set and to the extent required by order of the arbitrators. All disputes regarding discovery shall be promptly resolved by the arbitrators. No witness or party may be required to waive any privilege recognized at law. The parties hereby waive any claim to any damages in the nature of punitive, exemplary, or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages, and the arbitration tribunal is specially divested of any power to award any damages in the nature of punitive, exemplary, or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages. The party prevailing on substantially all of its claims shall be entitled to recover its costs, including attorneys' fees, for the arbitration proceedings, as well as for any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures, or to confirm or set aside an award.

18. Governing Law. This Agreement shall be governed and construed under and interpreted in accordance with the laws of the State of Texas without giving effect to the doctrine of conflict of laws.

19. Entire Agreement; Waiver; Interpretation. This Agreement constitutes the entire agreement of the parties, and supersede all prior agreements, oral or written, with respect to the subject matter of this Agreement. No change, modification or waiver of any provisions of this Agreement shall be enforceable unless contained in a writing signed by the party against whom enforcement is sought. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provisions hereof in accordance with its terms. No presumption shall be construed against the party drafting this Agreement.

20. Employee's Representation. Employee represents and warrants that (i) he is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) his execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity and (iv) he has been advised by legal counsel as to the terms and provisions hereof and the effort thereof and fully understands the consequences thereof.

21. Company's Representation. The Company represents and warrants that (i) it is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) its execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity and (iv) this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

22. Return of Company Property. Employee acknowledges that all Proprietary Information and other property and equipment of the Company or any affiliate which Employee accumulates during his employment are the property of the Company and shall be returned to the Company immediately upon his termination of employment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement as of the date first written above.

THE MEN'S WEARHOUSE, INC.

By: /s/ GEORGE ZIMMER

Name: George Zimmer
Title: Chairman of the Board and
Chief Executive Officer

/s/ DAVID H. EDWAB

DAVID H. EDWAB

EXHIBIT A

EXISTING STOCK OPTIONS

	Vesting
15,000 shares @ $15.75	1/6/98
15,000 shares @ $15.75	1/6/99
15,000 shares @ $15.75	1/6/00
15,000 shares @ $15.75	1/6/01
15,000 shares @ $15.75	1/6/02
15,000 shares @ $21.50	1/14/99
15,000 shares @ $21.50	1/14/00
15,000 shares @ $21.50	1/14/01
15,000 shares @ $21.50	1/14/03
15,000 shares @ $21.50	1/14/04
15,000 shares @ $21.50	1/14/05
10,000 shares @ $23.65	2/1/06
10,000 shares @ 23.625	2/1/07

EXHIBIT 10.30

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is effective September ___, 2001 and is entered into between STEPHAN H. GREENSPAN, PAUL RUBIN AND RICHARD M. VEHON, individuals (hereinafter collectively referred to as "Lessor") and K&G MEN'S COMPANY, INC., a Delaware Corporation (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into that certain lease agreement dated October 1, 1994, as amended by that Amendment to Lease dated April 16, 1996 (hereinafter collectively "Lease") whereby Lessee leased from Lessor that certain tract of land being Lot 5 and the South 20 feet of Lot 4, in BLOCK D, of FREEWAY INDUSTRIAL DISTRICT, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 402, Page 1437, of the Map Records of Dallas County, Texas together with all buildings, structures and other improvements, now or hereafter located thereon, containing approximately 12,500 square feet of frontage, and located at 3417 E. John Carpenter Freeway, Irving, TX 75062 (herein collectively referred to as the "Premises");

WHEREAS, Lessor and Lessee desire to amend the Lease as herein set forth; and

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) in hand paid by each party to the other and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree that the Lease is hereby amended as follows:

1. Section 2.01 of the Lease is amended by providing that the term of the Lease shall be extended to include the period from and including October 1, 2001 through September 30, 2003 (herein referred to as the " Second Extended Initial Term").

Provided Lessee is not in default under the terms of the Lease as of the date of exercise, Lessee shall have the right and option (herein referred to as the "Third Renewal Option") to extend the term of the Lease for an additional one (1) year from October 1, 2003 through September 30, 2004 (herein referred to as the "Third Extension Term") after the expiration of the Second Extended Initial Term on the same terms and conditions set forth therein except the annual rent shall be determined as herein set forth. Lessee shall exercise the Third Renewal Option by written notice to Lessor given not less than one hundred eighty (180) prior to the expiration of the Second Extended Initial Term.

Provided Lessee has exercised the Third Renewal Option and provided Lessee is not in default under the terms of the Lease as of the date of exercise, Lessee shall have the further right and option (herein referred to as the "Fourth Renewal Option") to extend the term of the Lease for an additional one (1) year from October 1, 2004 through September 30, 2005 (herein referred to as the "Fourth Extension Term") after the expiration of the Third Extension Term upon the same terms and conditions as set forth therein except that the annual rent shall be determined as herein set forth. Lessee shall exercise the Fourth Renewal Option by written notice to Lessor

given not less than one hundred eighty (180) days prior to the expiration of the Third Renewal Term.

2. Section 4.01 of the Lease is amended by providing that during the Lease terms as set forth below, Lessee agrees to pay Lessor, as rent hereunder, an annual rent as follows:

<Table>
<Caption>

SECOND EXTENDED INITIAL TERM	ANNUAL RENT	MONTHLY INSTALLMENTS
<S>	<C>	<C>
10/1/01 - 9/30/03	$74,500.00	$6,208.33

</Table>

<Table>
<Caption>

THIRD EXTENSION TERM	ANNUAL RENT	MONTHLY INSTALLMENTS
<S>	<C>	<C>
10/1/03 - 9/30/04	$78,970.00	$6,580.33

</Table>

<Table>
<Caption>

FOURTH EXTENSION TERM	ANNUAL RENT	MONTHLY INSTALLMENTS
<S>	<C>	<C>
10/1/04 - 9/30/05	$83,708.20	$6,975.68

</Table>

3. The parties hereby acknowledge that the Second, Third and Fourth Extension Terms as set forth herein supersede and replace the extensions as set forth in Paragraph 2 of the Amendment to Lease dated April 15, 1996.

4. Lessor and Lessee hereby each warrant and represent to the other that there are no brokers or finders' fees or any real estate commissions due to any broker or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them. Lessor and Lessee also hereby agree to indemnify and hold each other harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, causes of action, claims or suits by any party for compensation, commissions, fees or other sums claimed to be due or owing with respect to this Lease.

5. The Lease, as amended hereby, is and shall remain in full force and erect and is hereby ratified and confirmed in all respects. In the event of a conflict between the terms of the Lease or the terms of this Second Amendment, the terms of this Second Amendment shall control.

6. Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment or the respective legal representatives, successors and permitted assigns of Lessor and Lessee. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors and assigns of said party the same as if in each case expressed.

7. Each of Lessor and Lessee warrant to the other that they are duly authorized representatives, fully authorized to enter into this Amendment on such party's behalf and shall indemnify and hold the other harmless from all claims and losses of whatsoever nature arising as a result of breach of said warranty.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be duly executed and their seals to be affixed hereunto as of the day and year first above written.

"LESSOR"
STEPHAN H. GREENSPAN
PAUL RUBEN
RICHARD M. VEHON

By:

State of GA
County of Cobb

On 11/14/01 before me the undersigned Notary Public did this date appear ________________, known to me, who acknowledged to me that he is the person named in the instrument and he executed the same in his authorized capacity and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal

[STAMP]

/s/ NASEERA CHONG
- ---------------------------------

"LESSEE"
K&G MEN'S COMPANY, INC.

/s/ THOMAS L. JENNINGS
- ---------------------------------
By: Thomas L. Jennings
Its: Vice-President

State of California
County of Alameda

On November 12, 2001 before me the undersigned Notary Public did this date appear Thomas L. Jennings known to me, who acknowledged to me that he is the person named in the instrument and he executed the same in his authorized capacity and that by his signature on the instrument the person executed the instrument.

Witness my hand and official seal

/s/ AMY R. KENNON
- ---------------------------------

[STAMP]

EXHIBIT 10.31

AMENDMENT NO. 1
TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT is entered into as of February 4, 2001 (this "Amendment"), between K&G MEN'S CENTER, INC., a Delaware corporation ("K&G Men's Center"), K&G MEN'S COMPANY INC., a Delaware corporation ("K&G Men's Company"), and STEPHEN H. GREENSPAN ("Employee").

WITNESSETH:

WHEREAS, K&G Men's Center and Employee entered into an Amended and Restated Employment Agreement dated as of June 1, 1999 (the "Amended and Restated Employment Agreement");

WHEREAS, effective as of the date hereof, K&G Men's Center's principal place of business and all operations of K&G Men's Center shall be moved to 40650 Encyclopedia Circle, Fremont, California and, as a result, Employee shall cease to be a director, officer and employee of K&G Men's Center;

WHEREAS, K&G Men's Company wishes to employ Employee pursuant to the terms of the Amended and Restated Employment Agreement and Employee is willing to accept such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, K&G Men's Center, K&G Men's Company and Employee hereby agree as follows:

1. All references in the Amended and Restated Employment Agreement to "K&G Men's Center, Inc." or "the Company" shall be amended or deemed to refer to K&G Men's Company Inc.

2. K&G Men's Center shall have no continuing rights or obligations under the Amended and Restated Employment Agreement.

3. This Amendment shall not be considered to cause a termination subject to Section 4 of the Amended and Restated Agreement.

4. Miscellaneous.

(a) This Amendment and all terms and conditions contained herein shall be binding upon the parties hereto and their successors.

(b) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and Employee have executed this Amendment No. 1 to Amended and Restated Employment Agreement as of the day and year first above written.

K&G MEN'S CENTER, INC.

By: /s/ ERIC LANE

Name: Eric Lane
Title: President and Chief
Operating Officer

K&G MEN'S COMPANY INC.

By: /s/ RICHARD E. GOLDMAN

Name: Richard E. Goldman
Title: Executive Vice President

/s/ STEPHEN H. GREENSPAN

Stephen H. Greenspan

EXHIBIT 10.32

AMENDMENT NO. 2
TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT is entered into as of October 1, 2001 (this "Amendment"), between K&G MEN'S COMPANY INC., a Delaware corporation ("K&G Men's Company"), and STEPHEN H. GREENSPAN ("Employee").

WITNESSETH:

WHEREAS, K&G Men's Company and Employee have entered into an Amended and Restated Employment Agreement, as further amended on February 4, 2001 (the "Amended and Restated Employment Agreement");

WHEREAS, Employee wishes to amend the terms of such Amended and Restated Employment Agreement as more particularly described herein, and K&G Men's Company is willing to accept such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, K&G Men's Company and Employee hereby agree as follows:

1. Employee hereby resigns his position as President and Chief Executive Officer of K&G Men's Company effective as of the date hereof.

2. Section 1(a) of the Amended and Restated Employment Agreement is hereby amended by deleting it in its entirety and by replacing it with the following:

"(a) The Company hereby employs Employee as Senior Vice President, and in such capacity he shall consult with and advise the Chief Executive Officer of the Company with regard to the operations of the Company and such other matters as the Chief Executive Officer shall from time to time request."

3. Section 3(a) of the Amended and Restated Employment Agreement is hereby amended by deleting the reference to "$250,000.00" and replacing it with "$60,000.00".

4. This Amendment shall not be considered to cause a termination subject to Section 4 of the Amended and Restated Employment Agreement.

5. Miscellaneous.

(a) This Amendment and all terms and conditions contained herein shall be binding upon the parties hereto and their successors.

(b) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and Employee have executed this Amendment No. 2 to Amended and Restated Employment Agreement as of the day and year first above written.

K&G MEN'S COMPANY INC.

By: /s/ ERIC J. LANE

Name: Eric J. Lane
Title: Executive Vice President

/s/ STEPHEN H. GREENSPAN

Stephen H. Greenspan

EXHIBIT 21.1

SUBSIDIARIES OF THE REGISTRANT(1)

DOMESTIC SUBSIDIARIES:

The Men's Wearhouse of Michigan, Inc., a Delaware corporation(2)

TMW Realty Inc., a Delaware corporation(2)

TMW Texas General LLC, a Delaware limited liability company(3)

The Men's Wearhouse of Texas LP, a Delaware limited partnership(4)

TMW Capital Inc., a Delaware corporation(2)

TMW Equity LLC, a Delaware limited liability company(5)

TMW Finance LP, a Delaware limited partnership(6)

TMW Marketing Company, Inc., a California corporation(2)

TMW Licensing I, Inc., a California corporation(7)

TMW Licensing II, Inc., a California corporation(8)

TMW Merchants LLC, a Delaware limited liability company(7)

TMW Purchasing LLC, a Delaware limited liability company(9)

Renwick Technologies, Inc., a Texas corporation(2)

K&G Men's Center, Inc., a Delaware corporation(2)

K&G Men's Company Inc., a Delaware corporation(10)

Twin Hill Acquisition Company, Inc., a California corporation(2)(11)

FOREIGN SUBSIDIARIES:

Golden Moores Finance Company, a Nova Scotia unlimited liability company(2)

Moores Retail Group Inc., a New Brunswick corporation(12)

Moores The Suit People Inc., a New Brunswick corporation(13)(14)

Golden Brand Clothing (Canada) Ltd., a New Brunswick corporation(13)

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(1) The names of certain subsidiaries are omitted because such unnamed subsidiaries, considered in the aggregate as a single subsidiary, do not constitute a significant subsidiary as of February 2, 2002.

(2) 100% owned by The Men's Wearhouse, Inc.

(3) 100% owned by TMW Realty Inc.

(4) TMW Realty Inc. owns a 99% interest as limited partner and TMW Texas General LLC owns a 1% interest as general partner.

(5) 100% owned by TMW Capital Inc.

(6) TMW Capital Inc. owns a 99% interest as limited partner and TMW Equity LLC owns a 1% interest as general partner.

(7) 100% owned by TMW Marketing Company, Inc.

(8) 100% owned by TMW Licensing I, Inc.

(9) 100% owned by TMW Merchants LLC.

(10) 100% owned by K&G Men's Center, Inc.; K&G Men's Company Inc. does business under the names K&G, K&G Men's Center, K&G Men's Superstore, K&G MenSmart, K&G Ladies and The Suit Warehouse.

(11) Twin Hill Acquisition Company, Inc. does business under the names Twin Hill and Men's Wearhouse Corporate Sales.

(12) 100% owned by Golden Moores Finance Company.

(13) 100% owned by Moores Retail Group Inc.

(14) Moores The Suit People Inc. does business under the name Moores Clothing for Men and Moores Vetements Pour Hommes.

Exhibit 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 333-80609 of the Men's Wearhouse, Inc. on Form S-3 and Registration Statement Nos. 33-48108, 33-48109, 33-48110, 33-61792, 333-21109, 333-21121, 33-74692, 333-53623, 333-80033 and 333-72549 of the Men's Wearhouse, Inc. on Form S-8 of our report dated February 25, 2002 appearing in this Annual Report on Form 10-K of the Men's Wearhouse, Inc. for the year ended February 2, 2002.

DELOITTE & TOUCHE LLP

Houston, Texas
April 22, 2002