

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

FORM 10-K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934  
FOR THE FISCAL YEAR ENDED FEBRUARY 3, 2001 OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER 1-16097

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

<TABLE>

<S>	TEXAS	<C>	74-1790172
	(State or Other Jurisdiction of Incorporation or Organization)		(IRS Employer Identification Number)

5803 GLENMONT DRIVE	77081-1701
HOUSTON, TEXAS	(Zip Code)
(Address of Principal Executive Offices)	

</TABLE>

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

Securities registered pursuant to Section 12(b) of the Act:

<TABLE>

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
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  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 27, 2001, was approximately \$786.1 million.

The number of shares of common stock of the Registrant outstanding on April 27, 2001 was 40,906,897, excluding 1,365,364 shares classified as Treasury Stock.

DOCUMENTS INCORPORATED BY REFERENCE

<TABLE>

DOCUMENT	INCORPORATED AS TO
Notice and Proxy Statement for the Annual Meeting of Shareholders scheduled to be held June 7, 2001.	Part III: Items 10, 11, 12 and 13

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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 3, 2001, our U.S. operations included 538 stores in 42 states and the District of Columbia, primarily operating under the brand names of Men's Wearhouse and K&G, with approximately 28% of our locations in Texas and California. At February 3, 2001, 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 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 3, 2001, we operated 473 Men's Wearhouse stores in 42 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 2000, we offered tuxedo rentals in 128 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. ("K&G 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. At February 3, 2001, we operated 60 K&G stores in 21 states and, through VPC, four Suit Warehouse stores in metropolitan Detroit and one in Ohio. Four 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 fine 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

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

Moore's

On February 10, 1999, we combined with Moore's Retail Group Inc. ("Moore's"), a privately owned Canadian corporation, in a transaction accounted for as a pooling of interests (see Note 2 of Notes to Consolidated Financial Statements). Moore's is one of Canada's leading specialty retailers of menswear, with 113 stores in 10 Canadian provinces at February 3, 2001. Moore's focuses on conservative, basic tailored apparel. This limits exposure to changes in fashion trends and the need for significant markdowns. Moore's merchandise consists of suits, sport coats, slacks, business casual, dress shirts, sportswear, outerwear, shoes and accessories. Moore's typically offers a full assortment of suits and sport coats with prices of suits generally ranging from Can\$149 to Can\$349.

Moore's distinguishes itself from other Canadian retailers of menswear by manufacturing a significant portion of the tailored clothing for sale in its stores. Moore's 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, Moore's 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,
- expanding our distribution facility with a new center to handle tuxedo rental and e-commerce fulfillment,
- 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 25 new Men's Wearhouse stores and up to 15 new K&G stores in 2001, to close one Men's Wearhouse store and one K&G store, to expand and relocate up to 23 existing Men's Wearhouse stores and 13 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 525 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.

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#### 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 retail prices typically charged by such stores. A ticket is affixed to each item, which displays our selling price alongside the price we regard as the regular retail price of the item. At the checkout counter, the customer's receipt reflects the savings from what we consider the regular retail price.

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 plan to have a comparable sales event in mid-summer.

During 1998, 1999 and 2000, 65.5%, 62.2% and 59.3%, respectively, of our total net sales were attributable to tailored clothing (suits, sport coats and slacks) and 34.5%, 37.8% and 40.7% 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, 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 2000, our customers used the private label credit card for approximately 12% of our sales.

#### 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

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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 \$60.8 million, \$64.5 million and \$69.7 million in 1998, 1999 and 2000, 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 2000, 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 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, are provided the opportunity to 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 1998, 1999 and 2000, product procured through the direct sourcing program represented approximately 23%, 26% 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 29% of total purchases in 2001. During 1998, 1999 and 2000, our manufacturing operations at Golden Brand provided 55%, 56% and 45%, respectively, of inventory purchases for Moores stores and 2% and 6% during 1999 and 2000, respectively, of inventory purchases for Men's Wearhouse stores (none in 1998).

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.

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We have entered into license agreements with a limited number of parties under which we are entitled to use designer labels, such as "Vito Ruffolo(R)," "Gary Player(R)," "Pronto Uomo(R)" and "Linea Uomo(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. We have also purchased several trademarks, including "Cricketeer(R)," "Joseph & Feiss(R)," "Baracuta(R)," and "Country Britches(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 28 long-haul tractors and 59 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 64 smaller van-like trucks, which are used to deliver merchandise locally or within a given geographic region.

#### MANAGEMENT INFORMATION AND TELECOMMUNICATION SYSTEMS

We have aggressively pursued the implementation of technology which provides the opportunity for competitive advantage and which leverages human resources. By using sophisticated management information systems, and by integrating them with highly functional telecommunication systems, we have effectively managed the operation of our business and inventory while experiencing substantial growth. During 2001, we expect to complete the roll-out of a new, enhanced front-end point-of-sale system in our Men's Wearhouse stores. This system will enable us to provide better customer service at checkout and will enhance communications with the stores.

#### 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 attempt to distinguish ourselves from our competitors by providing what we believe to be the best features of each competing shopping alternative.

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) are larger and have substantially greater financial, marketing and other resources than we have and there can be no assurance that we will be able to compete successfully with them in the future.

#### 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

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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 2002, respectively, subject to renewal. We have also been granted registrations for that trademark and servicemark in 40 states (including Texas and California) of the 42 states in which we do business and have used those marks. Applications for the remaining two states have been filed. 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 the stores operated by VPC, and "K&G", which is a tradename used by some of the stores operated by K&G. K&G stores operate under the tradenames K&G Men's Superstore, K&G Men's Center, K&G MenSmart, T&C Men's Center, T&C 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 3, 2001, we had approximately 12,000 employees, of whom approximately 8,900 were full-time and approximately 3,100 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 960 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.

ITEM 2. PROPERTIES

As of February 3, 2001, we operated 538 stores in 42 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>  
<CAPTION>

	MEN'S WEARHOUSE	K&G/VPC	MOORES
	-----	-----	-----
<S>	<C>	<C>	<C>
UNITED STATES			
California.....	86	6	
Texas.....	46	12	
Florida.....	33	2	
Illinois.....	23	1	
Michigan.....	20	4	
New York.....	19	2	
Pennsylvania.....	19	2	
Ohio.....	16	5	
Virginia.....	16	1	
Georgia.....	13	7	
Washington.....	13	1	
Massachusetts.....	12	3	
North Carolina.....	12	1	
New Jersey.....	12	5	
Colorado.....	11	2	
Maryland.....	11	4	
Arizona.....	10		
Minnesota.....	10	2	
Tennessee.....	9	1	
Indiana.....	8	1	
Missouri.....	8		
Connecticut.....	7	1	
Oregon.....	6		
Wisconsin.....	6		
Alabama.....	5		
Nevada.....	5		
Utah.....	5		
Louisiana.....	4	1	
South Carolina.....	3		
Kentucky.....	3		
Nebraska.....	3		
New Hampshire.....	3		
Oklahoma.....	3		
Kansas.....	2	1	
New Mexico.....	2		
Delaware.....	2		
Arkansas.....	1		
District of Columbia.....	1		
Idaho.....	1		
Iowa.....	1		
Mississippi.....	1		
Rhode Island.....	1		
South Dakota.....	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.....	473	65	113
	===	==	===

</TABLE>

Men's Wearhouse and Moores stores vary in size from approximately 2,850 to 15,100 total square feet (average square footage at February 3, 2001 was 5,380 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 7,900 to 30,000 total square feet (average square footage at February 3, 2001 was 17,119 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 30,000 to 35,000 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 Warehouse 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 are building additional new distribution facilities. The first phase of construction of an approximately 385,000 square foot distribution center to support our tuxedo rental program, as well as flat-packed merchandise, began in early 2000. The facility became operational in March 2001 for the tuxedo rental program and is expected to be operational for flat-packed activities in summer 2001.

Our executive offices in Fremont, California are housed in a 35,500 square foot facility which 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 direct sourced merchandise and the remaining 30,000 square feet is used as a store.

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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 70,000 square foot warehouse facility in Montreal, Quebec, and a 230,000 square foot facility in Montreal, Quebec comprised of approximately 10,000 square feet of office space, 70,000 square feet of warehouse space and 150,000 square feet of manufacturing space.

### ITEM 3. LEGAL PROCEEDINGS

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 3, 2001.

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## 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.

<TABLE>  
<CAPTION>

	HIGH	LOW
	-----	-----
<S>	<C>	<C>
FISCAL YEAR 1999		
First quarter ended May 1, 1999.....	\$34.94	\$21.63
Second quarter ended July 31, 1999.....	28.38	23.06
Third quarter ended October 30, 1999.....	25.13	19.50
Fourth quarter ended January 29, 2000.....	31.00	21.94
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

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On April 30, 2001, there were approximately 975 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).

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#### 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 "2000" mean the fiscal year ended February 3, 2001. 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. The combination with Moores did not affect the statement of earnings data for fiscal 1996 as Moores commenced operations on December 23, 1996 and operating results for the 40-day period in fiscal 1996 were not significant.

<TABLE>  
<CAPTION>

	1996	1997	1998	1999	PRO FORMA 1999	2000
	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>
STATEMENT OF EARNINGS DATA:						
Net sales.....	\$571,651	\$875,319	\$1,037,831	\$1,186,748	\$1,186,748	\$1,333,501
Gross margin.....	207,209	315,169	377,834	438,966	438,966	514,666
Operating income.....	45,015	74,333	95,045	100,931	115,638	141,158
Earnings before extraordinary item.....	25,727	37,334	50,142	55,957	67,188	84,661
Earnings per share of common stock before extraordinary item(1):						
Basic.....	\$ 0.72	\$ 0.95	\$ 1.23	\$ 1.34	\$ 1.61	\$ 2.03
Diluted.....	\$ 0.72	\$ 0.93	\$ 1.19	\$ 1.32	\$ 1.58	\$ 2.00
Weighted average shares outstanding(1).....	35,517	39,194	40,738	41,848	41,848	41,769
Weighted average shares outstanding plus dilutive potential common shares(1).....	38,309	42,275	42,964	42,452	42,452	42,401
OPERATING INFORMATION:						
Percentage increase in comparable U.S. store sales(2).....	4.8%	9.2%	9.6%	7.7%		3.3%
Percentage increase in comparable Canadian store sales(2).....	--	4.5%	2.1%	0.3%		8.3%
Average square footage -- all stores(3).....	5,422	5,868	6,146	6,193		6,520
Average sales per square foot of selling space(4).....	\$ 416	\$ 378	\$ 384	\$ 400		\$ 406

NUMBER OF STORES:

Open at beginning of the period.....	289	460	526	579	614
Opened.....	56	65	65	54	39
Acquired(5).....	115	6	4	--	1
Closed.....	--	(5)	(16)	(19)	(3)
Open at end of the period.....	460	526	579	614	651
CAPITAL EXPENDITURES.....	\$ 27,350	\$ 31,825	\$ 53,474	\$ 47,506	\$ 79,411

</TABLE>

<TABLE>

<CAPTION>

	FEBRUARY 1, 1997	JANUARY 31, 1998	JANUARY 30, 1999	JANUARY 29, 2000	FEBRUARY 3, 2001
<S>	<C>	<C>	<C>	<C>	<C>
BALANCE SHEET INFORMATION:					
Working capital.....	\$181,133	\$234,376	\$230,624	\$280,251	\$318,584
Total assets.....	414,979	500,371	535,076	611,195	707,734
Long-term debt (6).....	112,250	107,800	44,870	46,697	42,645
Shareholders' equity.....	192,045	261,357	351,455	408,973	494,987

</TABLE>

- (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) Stores acquired in fiscal 1996 include 98 Canadian stores acquired by Moores upon the commencement of its operations on December 23, 1996.
- (6) February 1, 1997 and January 31, 1998 balances include the 5 1/4% Convertible Subordinated Notes Due 2003. See Note 4 of Notes to Consolidated Financial Statements for a discussion of the redemption of the Notes.

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

GENERAL

The Company 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 3, 2001, the Company operated 538 stores in the United States and 113 stores in Canada. The Company opened 65 stores in 1998, 54 stores in 1999 and 39 stores in 2000; in addition, the Company acquired four stores in 1998 and one in 2000. This growth has resulted in significant increases in net sales and has also contributed to increased net earnings for the Company. Expansion is generally continued within a market as long as management believes it will provide profitable incremental sales volume.

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.

The Company currently intends to continue its expansion in new and existing markets and plans to open approximately 25 new Men's Wearhouse stores and 15 new K&G stores in 2001 and to expand and relocate approximately 23 existing Men's Wearhouse stores and 13 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 \$350,000 for a Men's Wearhouse store and approximately \$585,000 for a K&G store in 2001.

In addition to increases in net sales resulting from new stores and acquisitions, the Company has experienced comparable store sales increases in each of the past five years, including a 3.3% increase for U.S. stores and an 8.3% increase for Canadian stores for fiscal year 2000 calculated on a 52 week basis.

The Company has closed 38 stores in the three years ended February 3, 2001. Generally, in determining whether to close a store, the Company considers 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

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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 the best interest of the Company to close or relocate a store. In 1998, the Company closed three stores due to substandard performance or the proximity to another store. The remaining 13 stores closed in 1998 and four of the stores closed in 1999 were stores acquired in January 1997 that were closed as part of the Company's efforts to integrate and develop its 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, 3 stores were closed due to substandard performance.

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		
	1998	1999	2000
<S>	<C>	<C>	<C>
Net sales.....	100.0%	100.0%	100.0%
Cost of goods sold, including buying and occupancy costs....	63.6	63.0	61.4
Gross margin.....	36.4	37.0	38.6
Selling, general and administrative expenses.....	27.2	27.2	28.0
Combination expenses.....	--	1.3	--
Operating income.....	9.2	8.5	10.6
Interest expense, net.....	0.8	0.2	0.1
Earnings before income taxes.....	8.4	8.3	10.5
Income taxes.....	3.6	3.6	4.2
Earnings before extraordinary item.....	4.8%	4.7%	6.3%

</TABLE>

#### RESULTS OF OPERATIONS

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):

<TABLE>  
<CAPTION>

STORES	NET SALES		
	1999	2000	INCREASE
<S>	<C>	<C>	<C>
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

</TABLE>

The Company's 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 (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 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 the Company's growth. Advertising expense decreased from 5.4% to 5.2% of net sales,

increased from 10.6% to 11.1% of net sales and other SG&A expenses increased from 11.2% to 11.7% of net sales.

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 the Company's 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 of \$1.6 million in 1999 and \$2.8 million in 2000, which resulted from the investment of excess cash.

The Company's 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. The Company's 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):

<TABLE>  
<CAPTION>

	FISCAL YEAR	
	1999	2000
<S>	<C>	<C>
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

</TABLE>

1999 Compared with 1998

The following table presents a breakdown of 1998 and 1999 net sales of the Company by stores open in each of these periods (in millions):

<TABLE>  
<CAPTION>

STORES	NET SALES		
	1998	1999	INCREASE
<S>	<C>	<C>	<C>
54 stores opened in 1999.....	\$ --	\$ 49.5	\$ 49.5
69 stores opened or acquired in 1998(1).....	66.8	124.5	57.7
Stores opened before 1998.....	971.0	1,012.7	41.7
Total.....	\$1,037.8	\$1,186.7	\$148.9

</TABLE>

(1) Sales include \$16.1 million and \$18.2 million for 1998 and 1999, respectively, attributable to the four stores acquired in February 1998.

The Company's net sales increased \$148.9 million, or 14.3%, to \$1,186.7 million for 1999 due primarily to sales resulting from the increased number of stores and increased sales at existing stores. Comparable store sales increased 7.7% in the US and 0.3% in Canada from 1998.

Gross margin increased \$61.1 million, or 16.2%, to \$439.0 million in 1999. As a percentage of sales, gross margin increased from 36.4% in 1998 to 37.0% in 1999. This increase in gross margin resulted mainly from

decreases in product and occupancy costs as a percentage of sales, offset by the lower product margins realized in the K&G stores as compared to the traditional Men's Wearhouse stores.

Selling, general and administrative ("SG&A") expenses, as a percentage of sales, were 27.2% in 1999, remaining unchanged from the prior year, while SG&A expenditures increased by \$40.5 million to \$323.3 million. On an absolute dollar basis, the principal components of SG&A expenses increased primarily due to the Company's growth. Advertising expense decreased from 5.9% to 5.4% of net sales, while store salaries remained flat at 10.6% of net sales and other SG&A expenses increased from 10.7% to 11.2% of net sales.

As a result of the Moores and K&G combinations, the Company recorded transaction costs of \$7.7 million, duplicative stores closing costs of \$6.1 million and litigation costs of \$0.9 million in 1999. 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.

Interest expense, net of interest income, decreased from \$8.0 million in 1998 to \$2.6 million in 1999. Weighted average borrowings outstanding decreased \$42.8 million from the prior year to \$61.0 million in 1999, and the weighted average interest rate on outstanding indebtedness decreased from 9.7% to 6.8%. The decrease in weighted average borrowings resulted primarily from the redemption of the 5 1/4% Convertible Subordinated Notes in the third quarter of 1998. The decrease in the weighted average interest rate was due primarily to the refinancing of debt concurrent with the Moores combination. Interest expense was offset by interest income of \$2.1 million in 1998 and \$1.6 million in 1999, which resulted from the investment of excess cash.

The Company's effective income tax rate for the year ended January 29, 2000 was 43.1% and 42.4% 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 1999 earnings before extraordinary item of \$56.0 million or 4.7% of net sales, compared with 1998 earnings before extraordinary item of \$50.1 million or 4.8% of net sales. The Company's earnings before extraordinary item, as reported and after the effect of non-recurring charges related to the combinations with Moores and K&G, were as follows (in thousands, except per share amounts):

<TABLE>  
<CAPTION>

	FISCAL YEAR	
	1998	1999
<S>	<C>	<C>
Earnings before extraordinary item, as reported.....	\$50,142	\$55,957
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.....	\$50,142	\$67,188
	=====	=====
Diluted earnings per share before extraordinary item, as reported.....	\$ 1.19	\$ 1.32
	=====	=====
Diluted earnings per share before extraordinary item and non-recurring charges.....	\$ 1.19	\$ 1.58
	=====	=====

</TABLE>

The Company 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 in 1999. The extraordinary charge of \$0.7 million, net of a \$0.5 million tax benefit, in the third quarter of 1998 resulted from the early retirement of the Company's \$57.5 million of 5 1/4% Convertible Subordinated Notes.

#### LIQUIDITY AND CAPITAL RESOURCES

The Company has a revolving credit agreement with a group of banks (the "Credit Agreement") that provides for borrowings of up to \$125 million through February 5, 2004. Advances under the Credit Agreement bear interest at a rate per annum equal to, at the Company's option, the agent's prime rate or the

reserve adjusted LIBOR rate plus an interest rate margin varying from 0.75% to 1.25%. The Credit Agreement provides for fees applicable to unused commitments of 0.125% to 0.225%. As of February 3, 2001, 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 the common stock of the Company. The Company is in compliance with the covenants in the Credit Agreement.

In addition, the Company has two Canadian credit facilities which include a revolving credit agreement which provides for borrowings up to Can\$30 million (US\$20 million) through February 5, 2004 and a term credit agreement under which the Company borrowed Can\$75 million (US\$50 million) in February 1999. The term credit borrowing is payable in quarterly installments of Can\$0.9 million (US\$0.6 million) beginning May 1, 1999, with the remaining unpaid principal payable on February 5, 2004. Covenants and interest rates are substantially similar to those contained in the Company's Credit Agreement. Borrowings under these agreements were used to repay approximately US\$57 million in outstanding indebtedness of Moores and to fund operating and other requirements of Moores. As of February 3, 2001, there was US\$45.2 million outstanding under the term credit agreement and no indebtedness outstanding under the revolving credit agreement.

The Company's primary sources of working capital are cash flow from operations and borrowings under the Credit Agreement. The Company had working capital of \$230.6 million, \$280.3 million and \$318.6 million at the end of 1998, 1999 and 2000, respectively. Historically, the Company's 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.

Net cash provided by operating activities amounted to \$35.6 million, \$101.3 million and \$94.7 million in 1998, 1999 and 2000, respectively. These amounts primarily represent net earnings plus depreciation and amortization and increases in current liabilities, offset by increases in inventories. The increase in inventories of \$46.4 million in 1998, \$15.7 million in 1999 and \$36.6 million in 2000 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.

Capital expenditures totaled \$53.5 million, \$47.5 million and \$79.4 million in 1998, 1999 and 2000, respectively. The following table details capital expenditures (in millions):

<TABLE>  
<CAPTION>

	1998	1999	2000
	-----	-----	-----
<S>	<C>	<C>	<C>
New store construction.....	\$22.7	\$17.2	\$15.9
Relocation and remodeling of existing stores.....	7.7	13.5	28.9
Information technology.....	13.6	9.3	18.2
Distribution facilities.....	3.6	4.0	10.0
Other.....	5.9	3.5	6.4
	-----	-----	-----
Total.....	\$53.5	\$47.5	\$79.4
	=====	=====	=====

</TABLE>

Property additions relating to new stores include stores in various stages of completion at the end of the fiscal year (two stores at the end of 1998, one store at the end of 1999 and two stores at the end of 2000). New store construction cost includes \$2.2 million in 1998 for land costs that the Company recovered from a sale and leaseback transaction in 1999. New store construction costs were higher in 1998 and 1999 due in part to the Company's entering higher cost markets in the northeastern U.S.

The Company acquired certain other assets in connection with various transactions including, but not limited to, trademarks, tradenames and license agreements, for \$6.7 million in 1998, \$0.3 million in 1999 and \$4.0 million in 2000. In addition, in 1999 the Company purchased the minority interests in certain K&G stores for \$2.1 million. Net maturities of short-term investments provided cash of \$11.7 million in 1998 and \$6.0 million in 1999.

Net cash used in financing activities was \$19.7 million and \$10.5 million in 1998 and 1999, respectively, due mainly to the net payments of long-term debt. In 2000, net cash used in financing activities was \$4.7 million due mainly to the payments of long-term debt and purchases of treasury stock. In January 2000, the Board of Directors authorized a stock repurchase program for up to 1,000,000 shares of the Company's common stock. Under this authorization, the Company may purchase shares from time to time in the open market or in private transactions, depending on 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 2,000,000 shares of the Company's common stock.

Through February 23, 2001, the Company had repurchased 1,235,000 shares of its common stock under this program at a cost of \$31.8 million.

During 2000, in connection with the share repurchase program, the Company issued three separate option contracts under which the contract counterparties have the option to require the Company to purchase an agreed-upon number of shares of its common stock at a specific strike price per share. The first option contract was issued in July 2000 and required the Company to purchase 250,000 shares of its common stock on October 25, 2000. The Company received a premium of \$0.4 million for issuing this contract which expired unexercised on October 25, 2000. The remaining two contracts, both issued in December 2000, require the Company to purchase 200,000 shares of its common stock on March 15, 2001 and 200,000 shares of its common stock on June 12, 2001 at an aggregate cost of approximately \$8.6 million. The Company received premiums, in aggregate, of \$0.5 million for issuing these contracts. As of February 23, 2001, the market value of the Company's common stock exceeded the strike prices under the two open contracts.

The Company's primary cash requirements are to finance working capital increases as well as to fund capital expenditure requirements which are anticipated to be approximately \$60 million for 2001. This amount includes the anticipated costs of opening approximately 25 new Men's Wearhouse stores and 15 new K&G stores in 2001 at an expected average cost per store of approximately \$350,000 for the Men's Wearhouse stores and approximately \$585,000 for the K&G stores (excluding telecommunications and point-of-sale equipment and inventory). It also includes approximately \$8.0 million for the first phase of construction of a new distribution center. The balance of the capital expenditures for 2001 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 25 new Men's Wearhouse stores and each of the approximately 15 new K&G stores will require, on average, an initial inventory costing approximately \$550,000 and \$1,500,000, respectively (subject to the same seasonal patterns affecting inventory at all stores), which will be funded by the Company's 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 the Company with opportunities to acquire retail chains significantly larger than the Company's past acquisitions. Any such acquisitions may be undertaken as an alternative to opening new stores. The Company may use cash on hand, together with its cash flow from operations, borrowings under the Credit Agreement and issuances of equity securities, to take advantage of significant acquisition opportunities.

The Company anticipates that its existing cash and cash flow from operations, supplemented by borrowings under its 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 the Company's direct sourcing program, the Company may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). The Company generally enters into forward exchange contracts to reduce the risk of currency fluctuations related to such commitments. The majority of the forward exchange contracts are with five financial institutions. Therefore, the Company is

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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. The Company 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.

#### IMPACT OF NEW ACCOUNTING PRONOUNCEMENTS

In June 1998, the Financial Accounting Standards Board issued Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"), which requires that an entity recognize all derivative instruments as either assets or liabilities on its balance sheet at their fair value. Gains and losses resulting from changes in the fair value of derivatives are recorded each period in current earnings or comprehensive earnings, depending on whether a derivative is designated as part of a hedge transaction and, if it is, the type of hedge transaction. Gains and losses on derivative instruments reported in comprehensive earnings will be reclassified as earnings in the period in which earnings are affected by the hedged item. In June 1999, the Financial Accounting Standards Board issued Statement No. 137, "Accounting for Derivatives Instruments and Hedging Activities -- Deferral of the Effective Date of FASB Statement No. 133," which defers the effective date of SFAS 133 until the Company's year ending February 2, 2002. Upon adoption of SFAS 133 in the first quarter of 2001, the Company will recognize a cumulative loss adjustment of \$0.6 million (\$0.4 million, net of tax) in accumulated other comprehensive income related primarily to unrealized losses on foreign currency forward exchange contracts.

#### 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 the Company's 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, the Company's 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 the ability of the Company to continue to identify and complete successful expansions and penetrations into existing and new markets, and its ability to integrate such expansions with the Company's existing operations.

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## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is subject to exposure from fluctuations in U.S. dollar/Euro exchange rates. As further described in Note 8 of Notes to Consolidated Financial Statements, the Company utilizes foreign currency forward exchange contracts to limit exposure to changes in currency exchange rates. At February 3, 2001, the Company had 30 contracts maturing in monthly increments to purchase an aggregate notional amount of \$26.5 million in foreign currency. These forward contracts do not extend beyond July 31, 2002. At January 29, 2000, the Company had 25 contracts maturing in monthly increments to purchase an aggregate notional amount of \$24.3 million in foreign currency. Unrealized pretax losses on these forward contracts totaled approximately \$0.6 million at February 3, 2001 and approximately \$1.8 million at January 29, 2000. A hypothetical 10% change in applicable February 3, 2001 forward rates would increase or decrease this pretax loss by approximately \$2.6 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. Upon adoption of SFAS 133 in the first quarter of 2001, the Company will recognize a cumulative loss adjustment of \$0.6 million (\$0.4 million, net of tax) in accumulated other comprehensive income related primarily to unrealized losses on foreign currency forward exchange contracts.

Moore's 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 the Company's Canadian operations will be reduced when they are translated to U.S. dollars. Also, the value of the Company's Canadian net assets in U.S. dollars may decline.

The Company is also subject to market risk due to its long-term floating rate term loan of \$45.2 million at February 3, 2001 (see Note 4 of Notes to Consolidated Financial Statements). An increase in market interest rates would increase the Company's interest expense and its cash requirements for interest payments. For example, an average increase of 0.5% in the variable interest rate would increase the Company's interest expense and payments by approximately \$0.2 million.

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## 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 consolidated balance sheets of The Men's Wearhouse, Inc. and its subsidiaries (the "Company") as of January 29, 2000 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 3, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements based on our audits. The consolidated financial statements give retroactive effect to the mergers of the Company and Moore's Retail Group Inc. ("Moore's") and K&G Men's Center, Inc. ("K&G") in 1999, each of which has been accounted for as a pooling of interests as described in Note 2 to the consolidated financial statements. We did not audit the consolidated statements of income and comprehensive income, stockholders' equity, and cash flows of Moore's for the year ended January 31,

1999, which statements reflect revenues of \$130,675,000 for the year ended January 31, 1999. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Moores for fiscal 1998, is based solely on the report of such other auditors. We did not audit the consolidated statement of operations, stockholders' equity, and cash flows of K&G for the year ended January 31, 1999, which statements reflects total revenues of \$139,234,000 for the year ended January 31, 1999. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for K&G for fiscal 1998, is based solely on the report of such other auditors.

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 and the reports of the other auditors provide a reasonable basis for our opinion.

In our opinion, based on our audits and the reports of the other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company and its subsidiaries as of January 29, 2000 and February 3, 2001, and the results of their operations and their cash flows for each of the three years in the period ended February 3, 2001 in conformity with accounting principles generally accepted in the United States of America.

DELOITTE & TOUCHE LLP

Houston, Texas  
February 23, 2001

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INDEPENDENT AUDITORS' REPORT

To the Shareholders of  
Moores Retail Group Inc.

We have audited the consolidated statements of income and comprehensive income, stockholders' equity and cash flows of Moores Retail Group Inc. for the year ended January 31, 1999 (not presented separately herein). 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 Canada. Those standards require that we plan and perform an audit to obtain reasonable assurance 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.

In our opinion, these financial statements present fairly, in all material respects, the results of the Company's operations and the changes in its cash flows for the year ended January 31, 1999 in accordance with accounting principles generally accepted in the United States.

ERNST & YOUNG LLP  
Chartered Accountants

Montreal, Canada,  
March 5, 1999

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of  
K&G Men's Center, Inc.:

We have audited the consolidated statements of operations, shareholders' equity, and cash flows of K&G Men's Center, Inc. (a Georgia corporation) and subsidiaries for the year ended January 31, 1999 (not presented separately herein). 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 audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. 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 audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the results of K&G Men's Center, Inc. and subsidiaries operations and their cash flows for the year ended January 31, 1999 in conformity with accounting principles generally accepted in the United States.

ARTHUR ANDERSEN LLP

Atlanta, Georgia  
March 17, 1999

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS  
(IN THOUSANDS, EXCEPT SHARES)

<TABLE>  
<CAPTION>

	JANUARY 29, 2000	FEBRUARY 3, 2001
<S>	<C>	<C>
ASSETS		
CURRENT ASSETS:		
Cash.....	\$ 77,798	\$ 84,426
Inventories.....	319,940	355,284
Other current assets.....	25,727	29,371
Total current assets.....	423,465	469,081
PROPERTY AND EQUIPMENT, AT COST:		
Land.....	5,253	5,778
Buildings.....	12,854	20,665
Leasehold improvements.....	99,843	130,117
Furniture, fixtures and equipment.....	131,973	168,700
	249,923	325,260
Less accumulated depreciation and amortization.....	(111,497)	(139,343)
Net property and equipment.....	138,426	185,917
OTHER ASSETS, Net.....	49,304	52,736
TOTAL.....	\$ 611,195	\$ 707,734

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable.....	\$ 76,420	\$ 77,502
Accrued expenses.....	53,301	49,894
Current portion of long-term debt.....	2,594	2,508
Income taxes payable.....	10,899	20,593
Total current liabilities.....	143,214	150,497
LONG-TERM DEBT.....	46,697	42,645
OTHER LIABILITIES.....	12,311	19,605
Total liabilities.....	202,222	212,747
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, 41,943,143 and 42,231,869 shares issued or issuable.....	409	422
Capital in excess of par.....	182,662	189,656
Retained earnings.....	227,191	311,852
Accumulated other comprehensive (loss) income.....	59	(316)
Total.....	410,321	501,614
Treasury stock, 55,373 and 286,746 shares at cost.....	(1,348)	(6,627)
Total shareholders' equity.....	408,973	494,987
TOTAL.....	\$ 611,195	\$ 707,734

</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 30, 1999, JANUARY 29, 2000 AND FEBRUARY 3, 2001  
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

<TABLE>  
<CAPTION>

	FISCAL YEAR		
	1998	1999	2000
<S>	<C>	<C>	<C>
Net sales.....	\$1,037,831	\$1,186,748	\$1,333,501
Cost of goods sold, including buying and occupancy costs.....	659,997	747,782	818,835
Gross margin.....	377,834	438,966	514,666
Selling, general and administrative expenses.....	282,789	323,328	373,508
Combination expenses:			
Transaction costs.....	--	7,707	--
Duplicate facility costs.....	--	6,070	--
Litigation costs.....	--	930	--
Operating income.....	95,045	100,931	141,158
Interest expense (net of interest income of \$2,060, \$1,568 and \$2,845, respectively).....	7,993	2,580	839
Earnings before income taxes.....	87,052	98,351	140,319
Provision for income taxes.....	36,910	42,394	55,658
Earnings before extraordinary item.....	50,142	55,957	84,661
Extraordinary item, net of tax.....	701	2,912	--
Net earnings.....	\$ 49,441	\$ 53,045	\$ 84,661
Net earnings per basic share:			
Earnings before extraordinary item.....	\$ 1.23	\$ 1.34	\$ 2.03
Extraordinary item, net of tax.....	(0.02)	(0.07)	--
	\$ 1.21	\$ 1.27	\$ 2.03
Net earnings per diluted share:			
Earnings before extraordinary item.....	\$ 1.19	\$ 1.32	\$ 2.00
Extraordinary item, net of tax.....	(0.02)	(0.07)	--
	\$ 1.17	\$ 1.25	\$ 2.00
Weighted average shares outstanding:			
Basic.....	40,738	41,848	41,769
Diluted.....	42,964	42,452	42,401

</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 30, 1999,  
JANUARY 29, 2000 AND FEBRUARY 3, 2001  
(IN THOUSANDS, EXCEPT SHARES)

<TABLE>  
<CAPTION>

	COMMON STOCK	CAPITAL IN EXCESS OF PAR	RETAINED EARNINGS	ACCUMULATED OTHER COMPREHENSIVE (LOSS) INCOME	TREASURY STOCK	TOTAL
						<C>
<S>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE -- January 31, 1998.....	\$250	\$ 136,931	\$124,705	\$ (188)	\$ (341)	\$261,357
Comprehensive income:						
Net earnings.....	--	--	49,441	--	--	49,441
Translation adjustment.....	--	--	--	(45)	--	(45)
Total comprehensive income.....						49,396
Stock dividend -- 50%.....	126	(126)	--	--	--	--
Common stock issued upon conversion of subordinated notes -- 1,615,501 shares.....	16	35,909	--	--	--	35,925
Common stock issued to stock discount plan -- 21,588 shares.....	--	428	--	--	--	428

Common stock issued in public offering -- 37,953 shares.....	--	1,564	--	--	--	1,564
Common stock issued upon exercise of stock options -- 135,590 shares.....	1	1,657	--	--	--	1,658
Common stock withheld to satisfy tax withholding liabilities of optionees -- 26,050 shares.....	--	(905)	--	--	--	(905)
Tax benefit recognized upon exercise of stock options.....	--	1,458	--	--	--	1,458
Treasury stock purchased -- 55,000 shares.....	--	--	--	--	(926)	(926)
Treasury stock issued to profit sharing plan -- 64,218 shares.....	--	1,228	--	--	272	1,500
<b>BALANCE -- January 30, 1999.....</b>	<b>393</b>	<b>178,144</b>	<b>174,146</b>	<b>(233)</b>	<b>(995)</b>	<b>351,455</b>
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
<b>BALANCE -- January 29, 2000.....</b>	<b>409</b>	<b>182,662</b>	<b>227,191</b>	<b>59</b>	<b>(1,348)</b>	<b>408,973</b>
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
<b>BALANCE -- February 3, 2001.....</b>	<b>\$422</b>	<b>\$ 189,656</b>	<b>\$311,852</b>	<b>\$ (316)</b>	<b>\$ (6,627)</b>	<b>\$494,987</b>

</TABLE>

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

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED  
JANUARY 30, 1999, JANUARY 29, 2000 AND FEBRUARY 3, 2001  
(IN THOUSANDS)

<TABLE>  
<CAPTION>

	1998	1999	2000
	-----	-----	-----
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net earnings.....	\$ 49,441	\$ 53,045	\$ 84,661
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Extraordinary item, net of tax.....	701	2,912	--
Depreciation and amortization.....	26,761	30,082	34,689
Deferred tax provision (benefit).....	2,194	(256)	7,225
Stock option compensation expense.....	137	889	--
Duplicate facility costs.....	--	4,004	--
Increase in inventories.....	(46,428)	(15,737)	(36,632)
Increase in other assets.....	(1,285)	(1,227)	(7,636)
Increase in accounts payable and accrued expenses.....	4,705	23,858	829
Increase (decrease) in income taxes payable.....	(1,343)	3,271	11,065

Increase in other liabilities.....	684	444	500
Net cash provided by operating activities.....	35,567	101,285	94,701
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures, net.....	(53,474)	(47,506)	(79,411)
Investment in trademarks, tradenames and other assets.....	(6,718)	(321)	(3,989)
Maturities of short-term investments.....	29,698	8,525	--
Purchases of short-term investments.....	(18,045)	(2,500)	--
Purchases of minority interest.....	--	(2,135)	--
Net cash used in investing activities.....	(48,539)	(43,937)	(83,400)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock.....	3,649	2,212	4,897
Proceeds from revolving credit facility.....	4,443	--	--
Long-term borrowings.....	42,500	49,688	--
Principal payments on long-term debt.....	(45,809)	(60,113)	(2,518)
Repayment of convertible debt.....	(21,473)	--	--
Deferred financing and merger costs.....	(1,010)	(625)	--
Distributions to minority interest.....	(176)	--	--
Proceeds from sale of put options.....	--	--	929
Tax payments related to options exercised.....	(905)	(413)	(109)
Purchase of treasury stock.....	(926)	(1,273)	(7,871)
Net cash used in financing activities.....	(19,707)	(10,524)	(4,672)
Effect of exchange rate changes on cash.....	123	(38)	(1)
INCREASE (DECREASE) IN CASH.....	(32,556)	46,786	6,628
CASH:			
Beginning of period.....	63,568	31,012	77,798
End of period.....	\$ 31,012	\$ 77,798	\$ 84,426
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the year for:			
Interest.....	\$ 10,367	\$ 4,339	\$ 3,353
Income taxes.....	\$ 36,428	\$ 39,417	\$ 38,341
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Additional capital in excess of par, net of unamortized deferred financing costs, resulting from conversion of long-term debt into common stock.....	\$ 35,909	\$ --	\$ --
Additional capital in excess of par resulting from tax benefit recognized upon exercise of stock options.....	\$ 1,458	\$ 418	\$ 1,382
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.....	\$ 1,500	\$ 2,000	\$ 2,500

</TABLE>

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

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JANUARY 30, 1999,  
JANUARY 29, 2000 AND FEBRUARY 3, 2001

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. The Company operates throughout the United States primarily under the brand names of Men's Wearhouse and K&G and in Canada under the brand name of Moores. The Company follows 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 1998 ended on January 30, 1999, fiscal year 1999 ended on January 29, 2000 and fiscal year 2000 ended on February 3, 2001. Both fiscal years 1998 and 1999 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 subsidiaries. Intercompany accounts and transactions have been eliminated in the Company's 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.

Cash -- For purposes of the statement of cash flows, the Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Inventories -- Inventories are valued at the lower of cost or market, with cost determined primarily on the retail first-in, first-out method.

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.

Impairment of Long-Lived Assets -- The Company evaluates the carrying value of long-lived assets, such as property and equipment and goodwill and other 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.

Fair Value of Financial Instruments -- As of January 29, 2000 and February 3, 2001, management estimates that the fair value of cash and cash equivalents, receivables, accounts payable, accrued expenses and long-term debt are carried at amounts that reasonably approximate their fair value.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

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. Advertising expenses were \$60.8 million, \$64.5 million and \$69.7 million in fiscal 1998, 1999 and 2000, respectively.

Revenue Recognition -- The Company records revenue at the time of sale and delivery.

Stock Based Compensation -- As permitted by Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS No. 123"), the Company accounts 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.

Stock Dividend -- In June 1998, the Company effected a three-for-two common stock split by paying a 50% stock dividend to stockholders of record as of June 12, 1998. All share and per share information included in the accompanying consolidated financial statements and related notes have been restated to reflect the stock dividend.

Derivative Financial Instruments -- The Company enters 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.

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 -- The Company considers its business as one operating segment based on the similar economic characteristics of its three brands. Revenues of Canadian retail operations were \$130.7 million, \$133.2 million and \$145.7 million for fiscal 1998, 1999 and 2000, respectively. Long-lived assets of the Company's Canadian operations were \$32.7 million and \$33.9 million as of the end of fiscal 1999 and 2000, respectively.

New Accounting Pronouncements -- In June 1998, the Financial Accounting Standards Board issued Statement No. 133, "Accounting for Derivative Instruments and Hedging Activities" ("SFAS 133"), which requires that an entity recognize all derivative instruments as either assets or liabilities on its balance sheet at their fair value. Gains and losses resulting from changes in the fair value of derivatives are recorded each period in current earnings or comprehensive earnings, depending on whether a derivative is designated as part of a hedge transaction, and if it is, the type of hedge transaction. Gains and losses on derivative instruments reported in comprehensive earnings will be reclassified as earnings in the period in which earnings are affected by the hedged item. In June 1999, the Financial Accounting Standards Board issued Statement No. 137, "Accounting for Derivatives Instruments and Hedging Activities -- Deferral of the Effective Date of FASB Statement No. 133," which defers the effective date of SFAS 133 until the Company's year ending February 2, 2002. Upon adoption of SFAS 133 in the first quarter of 2001, the Company will recognize a cumulative loss adjustment of \$0.6 million (\$0.4 million, net of tax) in accumulated other comprehensive income related primarily to the unrealized losses on foreign currency forward exchange contracts.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

## 2. BUSINESS COMBINATIONS AND ACQUISITIONS

On February 10, 1999, the Company combined with Moores, a privately owned Canadian corporation, in exchange for securities ("Exchangeable Shares") exchangeable for 2.5 million shares of the Company's common stock. As of February 3, 2001, all Exchangeable Shares, which had substantially identical economic and legal rights as shares of the Company's common stock, had been converted on a one-on-one basis to the Company's 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 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, the Company combined with K&G, a superstore retailer of men's apparel and accessories operating 34 stores in 16 states, with K&G becoming a wholly owned subsidiary of the Company. The Company issued approximately 4.4 million shares of its common stock to K&G shareholders based on an exchange ratio of 0.43 of a share of the Company's common stock for each share of K&G common stock outstanding. In addition, the Company converted the outstanding options to purchase K&G common stock, whether vested or unvested, into options to purchase 228,000 shares of the Company's 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, the Company 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, the Company 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.

In February 1998, the Company acquired four stores, including inventory, operating in Detroit, Michigan. Also acquired were trademarks, trade names and other intangible assets associated with these businesses.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

## 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 and, in fiscal 1998,

conversion of convertible debt, with net earnings adjusted for interest expense associated with the convertible debt. The following table reconciles the earnings and shares used in the basic and diluted EPS computations (in thousands, except per share amounts):

<TABLE>  
<CAPTION>

	FISCAL YEAR		
	1998	1999	2000
<S>	<C>	<C>	<C>
Earnings before extraordinary item.....	\$50,142	\$55,957	\$84,661
Extraordinary item, net of tax.....	701	2,912	--
Net earnings.....	\$49,441	\$53,045	\$84,661
Weighted average number of common shares outstanding....	40,738	41,848	41,769
Basic EPS			
Earnings before extraordinary item.....	\$ 1.23	\$ 1.34	\$ 2.03
Extraordinary item, net of tax.....	(0.02)	(0.07)	--
Net earnings.....	\$ 1.21	\$ 1.27	\$ 2.03
Earnings before extraordinary item.....	\$50,142	\$55,957	\$84,661
Interest on notes, net of taxes.....	1,144	--	--
As adjusted.....	51,286	55,957	84,661
Extraordinary item, net of tax.....	701	2,912	--
As adjusted.....	\$50,585	\$53,045	\$84,661
Weighted average number of common shares outstanding....	40,738	41,848	41,769
Assumed exercise of stock options.....	684	604	632
Assumed conversion of notes.....	1,542	--	--
As adjusted.....	42,964	42,452	42,401
Diluted EPS			
Earnings before extraordinary item.....	\$ 1.19	\$ 1.32	\$ 2.00
Extraordinary item, net of tax.....	(0.02)	(0.07)	--
Net earnings.....	\$ 1.17	\$ 1.25	\$ 2.00

</TABLE>

#### 4. LONG-TERM DEBT

The Company has 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 the Company's option, the agent's prime rate or the reserve adjusted LIBOR rate plus an interest rate margin varying from 0.75% to 1.25%. The Credit Agreement provides for fees applicable to unused commitments of 0.125% to 0.225%. As of February 3, 2001, there was no indebtedness outstanding under the Credit Agreement.

In addition, the Company entered into two Canadian credit facilities in conjunction with the combination with Moores (see Note 2). These facilities include a revolving credit agreement which provides for borrowings up to Can\$30 million (US\$20 million) through February 5, 2004 and a term credit agreement under which the Company borrowed Can\$75 million (US\$50 million) in February 1999. The term credit borrowing is payable in quarterly installments of Can\$0.9 million (US\$0.6 million) beginning May 1, 1999, with the remaining unpaid principal payable on February 5, 2004. The effective interest rate for the term credit borrowing was 6.0% and 6.3% at January 29, 2000 and February 3, 2001, respectively. Covenants and interest rates are substantially similar to those contained in the Company's Credit Agreement. Borrowings under these

agreements were used to repay approximately US\$57 million in outstanding indebtedness of Moores and to fund operating and other requirements of Moores. As of January 29, 2000 and February 3, 2001, there was US\$49.3 and US\$45.2 million outstanding under these credit agreements, respectively.

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 the common stock of the Company. The Company is in compliance with the covenants in the Credit Agreement.

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 was recognized.

Maturities of long-term debt for the next four fiscal years are as follows: 2001 -- \$2.5 million; 2002 -- \$2.5 million; 2003 -- \$2.5 million; 2004 -- \$37.7 million.

The Company utilizes letters of credit primarily for inventory purchases. At February 3, 2001, letters of credit totaling approximately \$8.0 million were issued and outstanding.

#### 5. INCOME TAXES

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

<TABLE>  
<CAPTION>

	FISCAL YEAR		
	1998	1999	2000
<S>	<C>	<C>	<C>
Current tax expense:			
Federal.....	\$25,715	\$32,338	\$36,038
State.....	4,558	5,486	4,753
Foreign.....	4,443	4,826	7,642
Deferred tax expense (benefit):			
Federal and state.....	2,594	125	7,277
Foreign.....	(400)	(381)	(52)
Total.....	\$36,910	\$42,394	\$55,658

</TABLE>

The table above does not include the tax benefit of \$0.5 million in fiscal 1998 and \$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 \$25.8 million at February 3, 2001) 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.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

<TABLE>  
<CAPTION>

	FISCAL YEAR		
	1998	1999	2000
<S>	<C>	<C>	<C>
Federal statutory rate.....	35%	35%	35%
State income taxes, net of federal benefit.....	5	4	3
Nondeductible transaction costs.....	--	3	--
Other.....	2	1	2
	42%	43%	40%

</TABLE>

At January 29, 2000, the Company had net deferred tax assets of \$4.7 million with \$10.9 million classified as other current assets and \$6.2 million classified as other liabilities (noncurrent). At February 3, 2001, the Company had net deferred tax liabilities of \$2.6 million with \$10.4 million classified as other current assets and \$13.0 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 January 29, 2000 and February 3, 2001 were as follows (in thousands):

<TABLE>  
<CAPTION>

	JANUARY 29,	FEBRUARY 3,
	2000	2001
<S>	<C>	<C>
Deferred tax assets:		
Accrued rent and other expenses.....	\$ 6,615	\$ 4,887
Accrued compensation.....	1,272	1,554

Accrued markdowns.....	3,088	3,031
Deferred intercompany profits.....	1,963	2,422
Other.....	621	1,217
	-----	-----
	13,559	13,111
	-----	-----
Deferred tax liabilities:		
Capitalized inventory costs.....	(2,085)	(2,282)
Property and equipment.....	(3,981)	(9,785)
Intangibles.....	(1,044)	(846)
Deferred intercompany interest.....	(1,174)	(2,371)
Other.....	(604)	(454)
	-----	-----
	(8,888)	(15,738)
	-----	-----
Net deferred tax assets (liabilities).....	\$ 4,671	\$ (2,627)
	=====	=====

</TABLE>

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

6. OTHER ASSETS AND ACCRUED EXPENSES

Other assets consist of the following (in thousands):

<TABLE>  
<CAPTION>

	JANUARY 29, 2000	FEBRUARY 3, 2001
	-----	-----
<S>	<C>	<C>
Goodwill and other intangibles.....	\$51,541	\$ 53,995
Accumulated amortization.....	(8,422)	(11,301)
	-----	-----
	43,119	42,694
Deposits and other.....	6,185	10,042
	-----	-----
Total.....	\$49,304	\$ 52,736
	=====	=====
Accrued expenses consist of the following (in thousands):		
Sales, payroll and property taxes payable.....	\$11,084	\$ 10,343
Accrued salary, bonus and vacation.....	15,397	14,834
Other.....	26,820	24,717
	-----	-----
Total.....	\$53,301	\$ 49,894
	=====	=====

</TABLE>

7. CAPITAL STOCK, STOCK OPTIONS AND BENEFIT PLANS

On June 19, 1998, the Company effected a 50% stock dividend. All share and per share amounts reflected in the financial statements give retroactive effect to the stock dividend. In July 1998, K&G issued 88,263 shares of its common stock in a public offering with net proceeds of \$1.6 million. 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 the Company's 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 adopted stock repurchase program for up to an additional two million shares of its common stock. As of February 3, 2001, the Company had repurchased 335,000 shares at a cost of \$7.9 million and had options outstanding for the repurchase of an additional 400,000 shares under this program (see Note 8). Through February 23, 2001, the Company had purchased an additional 900,000 shares at a cost of \$23.9 million.

The Company has 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 the Company's 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 the Company's 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 the Company's common stock to full-time key employees (excluding certain officers). Each of the plans will expire at the end of ten years and no option may be granted pursuant to the plans after the expiration date. In fiscal 1992, the Company also adopted a Non-Employee Director Stock Option Plan ("Director Plan") which, as amended, provides for the grant of options to purchase up to 117,500 shares of the Company's common stock to non-employee directors of the Company. 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 the Company's 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

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

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 the Company's stock on the date of grant.

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

<TABLE>  
<CAPTION>

	SHARES UNDER OPTION	WEIGHTED AVERAGE EXERCISE PRICE	OPTIONS EXERCISABLE
<S>	<C>	<C>	<C>
Options outstanding, January 31, 1998.....	1,905,155	\$17.18	548,685
Granted.....	312,390	29.94	=====
Exercised.....	(135,590)	11.46	
Forfeited.....	(24,977)	20.15	
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.....	(111,653)	22.74	
Options outstanding, February 3, 2001.....	2,434,399	\$20.76	1,262,993
	=====	=====	=====

</TABLE>

Grants of stock options outstanding as of February 3, 2001 are summarized as follows:

<TABLE>  
<CAPTION>

RANGE OF EXERCISE PRICES	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
	NUMBER OUTSTANDING	WEIGHTED- AVERAGE REMAINING CONTRACTUAL LIFE	WEIGHTED- AVERAGE EXERCISE PRICE	NUMBER EXERCISABLE	WEIGHTED- AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>	<C>	<C>
\$ 3.85 to 15.00.....	374,383	3.7 Years	\$10.75	318,133	\$10.81
15.01 to 25.00.....	1,757,551	7.6 Years	21.00	816,987	19.34
25.01 to 50.00.....	302,465	7.7 Years	31.81	127,873	34.58
3.85 to 50.00.....	2,434,399		20.76	1,262,993	18.73
	=====			=====	

</TABLE>

As of February 3, 2001, 2,059,727 options were available for grant under existing plans and 4,494,126 shares of common stock were reserved for future issuance under these plans.

The difference between the option price and the fair market value of the Company's common stock on the dates that options for 135,590, 67,201 and 248,653 shares of common stock were exercised during 1998, 1999 and 2000, respectively, resulted in a tax benefit to the Company of \$1.5 million in 1998, \$0.4 million in 1999 and \$1.4 million in 2000, which has been recognized as capital in excess of par. In addition, the Company withheld 26,050 shares, 11,368 shares and 3,890 shares, respectively, of such common stock for withholding payments made to satisfy the optionees' income tax liabilities resulting from the exercises.

The Company has 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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

discretion of the Board of Directors. During 1998, 1999 and 2000, contributions charged to operations were \$2.1 million, \$2.8 million and \$2.9 million, respectively, for the plans.

In 1998, the Company 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 the Company's 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. The Company makes no contributions to this plan but pays 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 1999 and 2000 employees purchased 47,481 and 44,713 shares, respectively, under the ESDP, the weighted-average fair value of which was \$21.89 and \$22.82 per share, respectively. As of February 3, 2001, 1,311,218 shares were reserved for future issuance under the ESDP.

The Company has adopted the disclosure-only provisions of SFAS No. 123 and continues to apply APB Opinion 25 and related interpretations in accounting for the stock option plans and the employee stock purchase plan. Had the Company elected to apply the accounting standards of SFAS No. 123, the Company's net earnings and net earnings per share would have approximated the pro forma amounts indicated below (in thousands, except per share data):

<TABLE>  
<CAPTION>

	FISCAL YEAR		
	1998	1999	2000
<S>	<C>	<C>	<C>
Earnings before extraordinary item:			
As reported.....	\$50,142	\$55,957	\$84,661
Pro forma.....	\$48,325	\$53,623	\$81,505
Earnings per share before extraordinary item:			
As reported:			
Basic.....	\$ 1.23	\$ 1.34	\$ 2.03
Diluted.....	\$ 1.19	\$ 1.32	\$ 2.00
Pro forma:			
Basic.....	\$ 1.19	\$ 1.28	\$ 1.95
Diluted.....	\$ 1.15	\$ 1.26	\$ 1.92

</TABLE>

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 \$13.76, \$14.61 and \$13.82 for grants made during fiscal 1998, 1999 and 2000, respectively. The following assumptions were used for option grants in 1998, 1999 and 2000, respectively: expected volatility of 52.07%, 52.92% and 54.71%, risk-free interest rates (U.S. Treasury five year notes) of 4.78%, 5.31% and 6.67%, and an expected life of six years.

8. COMMITMENTS AND CONTINGENCIES

Lease commitments

The Company leases retail business locations, office and warehouse facilities, computer equipment and automotive equipment under operating leases expiring in various years through 2015. Rent expense for fiscal 1998, 1999 and 2000 was \$52.9 million, \$61.5 million and \$71.8 million, respectively, and includes contingent rentals of \$0.1 million, \$0.4 million and \$0.4 million, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Minimum future rental payments under noncancelable operating leases as of February 3, 2001 for each of the next five years and in the aggregate are as follows (in thousands):

<TABLE>  
<CAPTION>

FISCAL YEAR	AMOUNT
<S>	<C>
2001.....	\$ 71,654
2002.....	67,652
2003.....	61,837
2004.....	53,861
2005.....	43,764
Thereafter.....	110,657
Total.....	\$409,425

</TABLE>

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

The Company is a defendant in various lawsuits and subject to various claims and proceedings encountered in the normal conduct of its 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 the business or consolidated financial position or results of operations of the Company.

#### Currency contracts

In connection with the Company's direct sourcing program, the Company may enter into purchase commitments that are denominated in a foreign currency (primarily the Euro). To protect against currency exchange risks associated with certain firmly committed and certain other probable, but not firmly committed inventory transactions, the Company enters into foreign currency forward exchange contracts. At February 3, 2001, the Company held forward exchange contracts with notional amounts totaling \$26.5 million. All such contracts expire within 18 months. Gains and losses associated with these contracts are accounted for as part of the underlying inventory purchase transactions. 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. At February 3, 2001, the contracts outstanding had a fair value of \$0.6 million less than their notional value. Upon adoption of SFAS 133 in the first quarter of 2001, the Company will recognize a cumulative loss adjustment of \$0.6 million (\$0.4 million, net of tax) in accumulated other comprehensive income related primarily to unrealized losses on foreign currency forward exchange contracts (see Note 1).

The majority of the forward exchange contracts are with five financial institutions. Therefore, the Company is 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. The Company 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.

#### Option contracts

During 2000, the Company issued three separate option contracts under which the contract counterparties have the option to require the Company to purchase an agreed-upon number of shares of its common stock at a specific strike price per share. The first option contract was issued in July 2000 and required the

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Company to purchase 250,000 shares of its common stock on October 25, 2000. The Company received a premium of \$0.4 million for issuing this contract which expired unexercised on October 25, 2000. The remaining two contracts, both issued in December 2000, require the Company to purchase 200,000 shares of its common stock on March 15, 2001 and 200,000 shares of its common stock on June 12, 2001 at an aggregate cost of approximately \$8.6 million. The Company received premiums, in aggregate, of \$0.5 million for issuing these two contracts. As of February 23, 2001, the market value of the Company's common stock exceeded the strike prices under the two open option contracts.

#### 9. QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

The Company's 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 1999 and 2000 fiscal years are presented below (in thousands, except per share amounts):

<TABLE>  
<CAPTION>

	FISCAL 1999 QUARTERS ENDED			
	MAY 1, 1999	JULY 31, 1999	OCTOBER 30, 1999	JANUARY 29, 2000
<S>	<C>	<C>	<C>	<C>
Net sales.....	\$258,864	\$256,567	\$272,836	\$398,481
Gross margin.....	91,435	93,294	99,593	154,644
Earnings before extraordinary item.....	3,750	8,750	12,972	30,485
Net earnings.....	\$ 838	\$ 8,750	\$ 12,972	\$ 30,485
Earnings per share before extraordinary item:				

Basic.....	\$ 0.09	\$ 0.21	\$ 0.31	\$ 0.73
Diluted.....	\$ 0.09	\$ 0.21	\$ 0.31	\$ 0.72

</TABLE>

<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
Earnings before extraordinary item.....	13,428	15,965	17,008	38,260
Net earnings.....	\$ 13,428	\$ 15,965	\$ 17,008	\$ 38,260
Basic.....	\$ 0.32	\$ 0.38	\$ 0.41	\$ 0.91
Diluted.....	\$ 0.32	\$ 0.38	\$ 0.40	\$ 0.90

</TABLE>

In the first quarter of 1999, the Company 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 (see Note 2).

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.

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

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

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 7, 2001.

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 7, 2001.

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 7, 2001.

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 7, 2001.

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' Reports
- Consolidated Balance Sheets as of January 29, 2000 and February 3, 2001
- Consolidated Statements of Earnings for the years ended January 30, 1999, January 29, 2000 and February 3, 2001
- Consolidated Statements of Shareholders' Equity for the years ended January 30, 1999, January 29, 2000 and February 3, 2001
- Consolidated Statements of Cash Flows for the years ended January 30, 1999, January 29, 2000 and February 3, 2001
- 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.

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3. EXHIBITS

<TABLE>  
<CAPTION>

EXHIBIT NUMBER -----	EXHIBIT -----
<C>	<S>
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 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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).

</TABLE>

<TABLE>  
<CAPTION>

EXHIBIT NUMBER -----	EXHIBIT -----
<C>	<S>
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
- \*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).

</TABLE>

40

<TABLE>  
<CAPTION>

EXHIBIT NUMBER -----	EXHIBIT -----
<C>	<S>
*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).
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	-- Limited Liability Company Agreement of Chelsea Market Systems, L.L.C. dated January 3, 2000, between and among Renwick Technologies, Inc. and Harry M. Levy (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
10.21	-- Software Development Agreement dated January 3, 2000, by and between the Company and Chelsea Market Systems, L.L.C. (incorporated by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
*10.22	-- 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).
*10.23	-- 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).

</TABLE>

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<TABLE>

<CAPTION>

EXHIBIT NUMBER -----	EXHIBIT -----
<C>	<S>
10.24	-- Amendment No. 1 to the Limited Liability Company Agreement of Chelsea Market Systems, L.L.C. dated as of July 31, 2000, between and among Renwick Technologies, Inc. and Harry M. Levy (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
10.25	-- Lease Agreement dated May 1, 1999, by and between G&R, Inc. and MALG, Inc. (filed herewith).
10.26	-- 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. (filed herewith).
10.27	-- Office Lease dated September 15, 2000, by and between Britmoore Interests and Chelsea Market Systems, LLC (filed herewith).
21.1	-- Subsidiaries of the Company (filed herewith).
23.1	-- Consent of Deloitte & Touche LLP, independent auditors (filed herewith).
23.2	-- Consent of Ernst & Young LLP, independent auditors (filed herewith).
23.3	-- Consent of Arthur Andersen LLP, independent auditors (filed herewith).

</TABLE>

\* 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 2001 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.

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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 30, 2001

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.

<TABLE> <CAPTION>	SIGNATURE -----	TITLE -----	DATE -----
<C>	/s/ GEORGE ZIMMER ----- George Zimmer	<S> Chairman of the Board, Chief Executive Officer and Director	<C> April 30, 2001
	/s/ ERIC J. LANE ----- Eric J. Lane	<S> President and Chief Operating Officer	<C> April 30, 2001
	/s/ NEILL P. DAVIS ----- Neill P. Davis	<S> Senior Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer	<C> April 30, 2001
	/s/ GARY G. CKODRE ----- Gary G. Ckudre	<S> Senior Vice President and Principal Accounting Officer	<C> April 30, 2001
	/s/ RICHARD E. GOLDMAN ----- Richard E. Goldman	<S> Executive Vice President and Director	<C> April 30, 2001
	/s/ HARRY M. LEVY ----- Harry M. Levy	<S> Executive Vice President -- Planning and Systems, Assistant Secretary and Director	<C> April 30, 2001
	/s/ JAMES E. ZIMMER ----- James E. Zimmer	<S> Senior Vice President -- Merchandising and Director	<C> April 30, 2001
	/s/ ROBERT E. ZIMMER ----- Robert E. Zimmer	<S> Senior Vice President -- Real Estate and Director	<C> April 30, 2001
	/s/ STEPHEN H. GREENSPAN ----- Stephen H. Greenspan	<S> Chief Executive Officer -- K&G Men's Company and Director	<C> April 30, 2001
	/s/ DAVID EDWAB ----- David Edwab	<S> Vice Chairman of the Board and Director	<C> April 30, 2001
	/s/ RINALDO S. BRUTOLO ----- Rinaldo S. Brutoco	<S> Director	<C> April 30, 2001

</TABLE>

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<TABLE> <CAPTION>	SIGNATURE -----	TITLE -----	DATE -----
<C>	/s/ MICHAEL L. RAY ----- Michael L. Ray	<S> Director	<C> April 30, 2001
	/s/ SHELDON I. STEIN ----- Sheldon I. Stein	<S> Director	<C> April 30, 2001
	/s/ KATHLEEN MASON ----- Kathleen Mason	<S> Director	<C> April 30, 2001

</TABLE>

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EXHIBIT INDEX

<TABLE> <CAPTION>	EXHIBIT NUMBER -----	EXHIBIT -----
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<C>	<S>
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 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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).

</TABLE>

<TABLE>  
<CAPTION>

EXHIBIT  
NUMBER  
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EXHIBIT  
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<C>	<S>
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
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 (filed herewith).
*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 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).

</TABLE>

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<CAPTION>

EXHIBIT  
NUMBER  
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EXHIBIT  
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<S>

- \*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).
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- ended January 29, 2000).
- 10.21 -- Software Development Agreement dated January 3, 2000, by and between the Company and Chelsea Market Systems, L.L.C. (incorporated by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2000).
  - \*10.22 -- 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).
  - \*10.23 -- 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).

</TABLE>

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- 10.24 -- Amendment No. 1 to the Limited Liability Company Agreement of Chelsea Market Systems, L.L.C. dated as of July 31, 2000, between and among Renwick Technologies, Inc. and Harry M. Levy (incorporated by reference from Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 29, 2000).
- 10.25 -- Lease Agreement dated May 1, 1999, by and between G&R, Inc. and MALG, Inc. (filed herewith).
- 10.26 -- 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. (filed herewith).
- 10.27 -- Office Lease dated September 15, 2000, by and between Britmoore Interests and Chelsea Market Systems, LLC (filed herewith).
- 21.1 -- Subsidiaries of the Company (filed herewith).
- 23.1 -- Consent of Deloitte & Touche LLP, independent auditors (filed herewith).
- 23.2 -- Consent of Ernst & Young LLP, independent auditors (filed herewith).
- 23.3 -- Consent of Arthur Andersen LLP, independent auditors (filed herewith).

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\* Management Compensation or Incentive Plan

FIRST AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(U.S. \$125,000,000 Revolving Credit Agreement)

THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of September 14, 1999 (this "Amendment"), by and among THE MEN'S WEARHOUSE, INC. (the "Borrower"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 5, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Borrower shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Guaranty (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Borrower has acquired K&G of Ohio, Inc., a Georgia corporation ("K&G Ohio"), and Gares Cigars, LLC, a Georgia limited liability company ("Gares") as Subsidiaries; and

WHEREAS, K&G Ohio and Gares are de minimis Subsidiaries, and the Borrower has requested that the Credit Agreement be amended to provide that such Subsidiaries shall not be required to deliver a guaranty supplement unless there is a substantial increase in the net worth of such Subsidiaries and in several other respects as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement.

(a) The definition of "Restricted Subsidiary" set forth in Section 1.2 of the Credit Agreement is hereby amended by deleting the sentence "Except for directors' qualifying shares and the Exchangeable Shares, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Borrower." and by inserting in lieu thereof the sentence "Except for directors' qualifying shares, the Exchangeable Shares and minority interests, if any, in K&G of Ohio, Inc. and Gares Cigars, LLC, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Borrower; provided, however, that in the event K&G of Ohio, Inc. or Gares Cigars, LLC shall

become directly or indirectly wholly-owned by the Parent, such entity shall thereafter remain directly or indirectly wholly-owned by the Parent."

(b) Section 9.7 of the Credit Agreement is hereby amended by adding at the end thereof the following language:

It is furthermore agreed and understood that upon the acquisition by the Borrower of K&G of Ohio, Inc. and Gares Cigars, LLC, each such Subsidiary shall be a de minimis Subsidiary, and therefore, each such Subsidiary shall be a Restricted Subsidiary but shall not be required to execute and deliver a guaranty of the obligations of the Borrower as of the date of such Subsidiary's acquisition. If there is a substantial increase in the net worth of K&G of Ohio, Inc. or Gares

Cigars, LLC, as applicable, after the date of such Subsidiary's acquisition, the Borrower agrees to cause such Restricted Subsidiary to become a Guarantor upon the request of the Agent.

by: (c) Schedule 7.17 to the Credit Agreement is hereby amended

(i) under the caption "I. Guarantors", deleting the language "Value Priced Clothing, Inc. (100% owned by The Men's Wearhouse, Inc.)."

(ii) adding the following entities and related information under the caption "I. Guarantors":

K & G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)

K&G of Indiana, Inc. (100% owned by K & G Men's Center, Inc.)

K&G Associates of New Jersey, Inc. (100% owned by K & G Men's Center, Inc.)

T & C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)

Value Priced Clothing, LLC (100% owned by The Men's Wearhouse, Inc.) (formed July 7, 1999; Value Priced Clothing, Inc. merged into Value Priced Clothing, LLC effective as of July 30, 1999); and

(iii) adding the following entities and related information under the caption "II. Non-Guarantors":

K&G of Ohio, Inc. (On June 1, 1999, 60% owned by K & G Men's Center, Inc. As of September 3, 1999, 100% owned by K & G Men's Center, Inc.)

Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.).

(d) Schedule 10.2 to the Credit Agreement is hereby amended by adding the following language at the end thereof:

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D. K & G Men's Center, Inc. made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$270,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994.

E. Edward C. Dworetz made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$180,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994. Such loan was repaid effective as of September 3, 1999.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of June 1, 1999 (the "Effective Date") upon execution and delivery by a duly authorized officer of each of the Borrower, K&G Ohio, Gares, the Agent and the Majority Banks; provided that the schedules amended hereby shall reflect changes thereto occurring during the period from June 1, 1999 through September 7, 1999.

Section 3. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower is a party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement

or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Borrower hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Borrower made in Article 7 of the Credit Agreement shall be true and correct; and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Borrower agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

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Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Borrower

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

Name: Neill P. Davis

Title: Vice President and Treasurer

Banks

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ KIM WHITNEY

-----  
Name: Kimberley A. Whitney

-----  
Title: Principal  
-----

BANKBOSTON, N.A.

By: /s/ STEPHEN J. GARVIN

-----  
Name: Stephen J. Garvin

-----  
Title: Director  
-----

UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER

-----  
Name: Gail L. Fletcher

-----  
Title: Vice President  
-----

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WELLS FARGO BANK, N.A.

By: /s/ DONALD A. HARTMANN  
/s/ CATHERINE M. WALLACE

-----  
Name: Donald A. Hartmann/  
Catherine M. Wallace

-----  
Title: Senior Vice President/  
Vice President  
-----

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION

By: /s/ H. DAVID JONES

-----  
Name: H. David Jones

-----  
Title: Vice President  
-----

FIRST UNION NATIONAL BANK

By: /s/ IRENE ROSEN MARKS

-----  
Name: Irene Rosen Marks

-----  
Title: Vice President  
-----

BANK OF MONTREAL

By: /s/ AMY K. DUMSER

-----  
Name: Amy K. Dumser

-----  
Title: Director  
-----

FIRST AMENDMENT TO  
TERM CREDIT AGREEMENT

(C \$75,000,000 Term Credit Agreement)

THIS FIRST AMENDMENT TO TERM CREDIT AGREEMENT dated as of September 14, 1999 (this "Amendment"), by and among GOLDEN MOORES FINANCE COMPANY, (the "Borrower"), THE MEN'S WEARHOUSE, INC. (the "Parent"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Parent, the Agent and the Banks have entered into that certain Term Credit Agreement dated as of February 5, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Parent shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Affiliate Guaranty (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Parent has acquired K&G of Ohio, Inc., a Georgia corporation ("K&G Ohio"), and Gares Cigars, LLC, a Georgia limited liability company ("Gares"), as Subsidiaries; and

WHEREAS, K&G Ohio and Gares are de minimis Subsidiaries, and the Parent has requested that the Credit Agreement be amended to provide that such Subsidiaries shall not be required to deliver a guaranty supplement unless there is a substantial increase in the net worth of such Subsidiaries and in several other respects as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## Section 1. Amendments to Credit Agreement.

(a) The definition of "Restricted Subsidiary" set forth in Section 1.2 of the Credit Agreement is hereby amended by deleting the sentence "Except for directors' qualifying shares and the Exchangeable Shares, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Parent." and by inserting in lieu thereof the sentence "Except for directors' qualifying shares, the Exchangeable Shares and minority interests, if any, in K&G of Ohio, Inc. and Gares Cigars, LLC, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Parent; provided, however, that in the event K&G of Ohio, Inc. or Gares Cigars, LLC shall become directly

or indirectly wholly-owned by the Parent, such entity shall thereafter remain directly or indirectly wholly-owned by the Parent."

(b) Section 9.7 of the Credit Agreement is hereby amended by adding at the end thereof the following language:

It is furthermore agreed and understood that upon the acquisition by the Parent of K&G of Ohio, Inc. and Gares Cigars, LLC, each such Subsidiary shall be a de minimis Subsidiary, and therefore, each such Subsidiary shall be a Restricted Subsidiary but shall not be

required to execute and deliver a guaranty of the obligations of the Borrower as of the date of such Subsidiary's acquisition. If there is a substantial increase in the net worth of K&G of Ohio, Inc. or Gares Cigars, LLC, as applicable, after the date of such Subsidiary's acquisition, the Parent agrees to cause such Restricted Subsidiary to become an Affiliate Guarantor upon the request of the Agent.

(c) Schedule 7.17 to the Credit Agreement is hereby amended by:

- (i) under the caption "I. Guarantors", deleting the language "Value Priced Clothing, Inc. (100% owned by The Men's Wearhouse, Inc.)."
- (ii) adding the following entities and related information under the caption "I. Guarantors":
  - K & G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)
  - K&G of Indiana, Inc. (100% owned by K & G Men's Center, Inc.)
  - K&G Associates of New Jersey, Inc. (100% owned by K & G Men's Center, Inc.)
  - T & C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)
  - Value Priced Clothing, LLC (100% owned by The Men's Wearhouse, Inc.) (formed July 7, 1999; Value Priced Clothing, Inc. merged into Value Priced Clothing, LLC effective as of July 30, 1999); and
- (iii) adding the following entities and related information under the caption "II. Non-Guarantors":
  - K&G of Ohio, Inc. (On June 1, 1999, 60% owned by K & G Men's Center, Inc. As of September 3, 1999, 100% owned by K & G Men's Center, Inc.)
  - Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.).

(d) Schedule 10.2 to the Credit Agreement is hereby amended by adding the following language at the end thereof:

-2-

- D. K & G Men's Center, Inc. made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$270,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994.
- E. Edward C. Dworetz made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$180,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994. Such loan was repaid effective as of September 3, 1999.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of June 1, 1999 (the "Effective Date") upon execution and delivery by a duly authorized officer of each of the Borrower, the Parent, K&G Ohio, Gares, the Agent and the Majority Banks; provided that the schedules amended hereby shall reflect changes thereto occurring during the period from June 1, 1999 through September 7, 1999.

Section 3. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other

Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Parent made in Article 7 of the Credit Agreement shall be true and correct; and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

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Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Parent THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS  
-----  
Name: Neill P. Davis  
-----  
Title: Vice President and Treasurer  
-----

Borrower GOLDEN MOORES FINANCE COMPANY

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis

-----  
Title: Treasurer  
-----

Banks

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ KIM WHITNEY

-----  
Name: Kimberley A. Whitney

-----  
Title: Principal  
-----

BANKBOSTON, N.A.

By: /s/ STEPHEN J. GARVIN

-----  
Name: Stephen J. Garvin

-----  
Title: Director  
-----

-5-

UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER

-----  
Name: Gail L. Fletcher

-----  
Title: Vice President  
-----

WELLS FARGO BANK, N.A.

By: /s/ DONALD A. HARTMANN /s/ CATHERINE M. WALLACE

-----  
Name: Donald A. Hartmann/Catherine M. Wallace

-----  
Title: Senior Vice President/Vice President  
-----

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

By: /s/ H. DAVID JONES

-----  
Name: H. David Jones

-----  
Title: Vice President  
-----

FIRST UNION NATIONAL BANK

By: /s/ RICHARD A. CLARKE

-----  
Name: Richard A. Clarke

-----  
Title: Senior Vice President  
-----

BANK OF MONTREAL

By: /s/ AMY K. DUMSER

-----  
Name: Amy K. Dumser

-----  
Title: Director  
-----

FIRST AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(C \$30,000,000 Revolving Credit Agreement)

THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of September 14, 1999 (this "Amendment"), by and among THE MEN'S WEARHOUSE, INC. (the "Parent"), MOORES RETAIL GROUP INC. (the "Borrower"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA CANADA, in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Parent, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 10, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Parent shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Affiliate Guaranty (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Parent has acquired K&G of Ohio, Inc., a Georgia corporation ("K&G Ohio"), and Gares Cigars, LLC, a Georgia limited liability company ("Gares") as Subsidiaries; and

WHEREAS, K&G Ohio and Gares are de minimis Subsidiaries, and the Parent has requested that the Credit Agreement be amended to provide that such Subsidiaries shall not be required to deliver a guaranty supplement unless there is a substantial increase in the net worth of such Subsidiaries and in several other respects as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement.

(a) The definition of "Restricted Subsidiary" set forth in Section 1.2 of the Credit Agreement is hereby amended by deleting the sentence "Except for directors' qualifying shares and the Exchangeable Shares, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Parent." and by inserting in lieu thereof the sentence "Except for directors' qualifying shares, the Exchangeable Shares and minority interests, if any, in K&G of Ohio, Inc. and Gares Cigars, LLC, each Restricted Subsidiary shall be directly or indirectly wholly-owned by the Parent; provided, however, that in the event K&G of Ohio, Inc. or Gares Cigars, LLC shall become directly

or indirectly wholly-owned by the Parent, such entity shall thereafter remain directly or indirectly wholly-owned by the Parent."

(b) Section 9.7 of the Credit Agreement is hereby amended by adding at the end thereof the following language:

It is furthermore agreed and understood that upon the acquisition by the Parent of K&G of Ohio, Inc. and Gares Cigars, LLC, each such Subsidiary shall be a de minimis Subsidiary, and therefore, each such Subsidiary shall be a Restricted Subsidiary but shall not be required to execute and deliver a guaranty of the obligations of the Borrower as of the date of such Subsidiary's acquisition. If there is a substantial increase in the net worth of K&G of Ohio, Inc. or Gares Cigars, LLC, as applicable, after the date of such Subsidiary's

acquisition, the Parent agrees to cause such Restricted Subsidiary to become an Affiliate Guarantor upon the request of the Agent.

by: (c) Schedule 7.17 to the Credit Agreement is hereby amended

(i) under the caption "I. Guarantors", deleting the language "Value Priced Clothing, Inc. (100% owned by The Men's Wearhouse, Inc.)."

(ii) adding the following entities and related information under the caption "I. Guarantors" :

K & G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)

K&G of Indiana, Inc. (100% owned by K & G Men's Center, Inc.)

K&G Associates of New Jersey, Inc. (100% owned by K & G Men's Center, Inc.)

T & C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)

Value Priced Clothing, LLC (100% owned by The Men's Wearhouse, Inc.) (formed July 7, 1999; Value Priced Clothing, Inc. merged into Value Priced Clothing, LLC effective as of July 30, 1999); and

(iii) adding the following entities and related information under the caption "II. Non-Guarantors":

K&G of Ohio, Inc. (On June 1, 1999, 60% owned by K & G Men's Center, Inc. As of September 3, 1999, 100% owned by K & G Men's Center, Inc.) Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.).

(d) Schedule 10.2 to the Credit Agreement is hereby amended by adding the following language at the end thereof:

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D. K & G Men's Center, Inc. made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$270,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994.

E. Edward C. Dworetz made a loan, payable on demand, to K&G of Ohio, Inc. in the amount of \$180,000, bearing interest thereon at a rate of 6% per annum, as evidenced by that certain Promissory Note dated June 10, 1994. Such loan was repaid effective as of September 3, 1999.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of June 1, 1999 (the "Effective Date") upon execution and delivery by a duly authorized officer of each of the Borrower, the Parent, K&G Ohio, Gares, the Agent and the Majority Banks; provided that the schedules amended hereby shall reflect changes thereto occurring during the period from June 1, 1999 through September 7, 1999.

Section 3. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other

Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Parent made in Article 7 of the Credit Agreement shall be true and correct; and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE PROVINCE OF NEW BRUNSWICK AND THE FEDERAL LAWS OF CANADA.

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Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Parent

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis

-----  
Title: Vice President and Treasurer  
-----

Borrower

MOORES RETAIL GROUP INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis  
-----

Title: Treasurer  
-----

Banks

BANK OF AMERICA CANADA  
as a Bank and as Agent

By: /s/ RICHARD J. HALL  
-----

Name: Richard J. Hall  
-----

Title: Vice President  
-----

BANK OF MONTREAL

By: /s/ AMY K. DUMSER  
-----

Name: Amy K. Dumser  
-----

Title: Director  
-----

SECOND AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(U.S. \$125,000,000 Revolving Credit Agreement)

THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of January 28, 2000 (this "Amendment"), by and among THE MEN'S WEARHOUSE, INC. (the "Borrower"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 5, 1999, as amended by that certain First Amendment to Revolving Credit Agreement dated as of September 14, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Borrower shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Guaranty (a "Guaranty Supplement") (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Borrower has formed (i) The Men's Wearhouse of Michigan, Inc., a Delaware corporation, (ii) TMW Capital Inc., a Delaware corporation, (iii) TMW Equity LLC, a Delaware limited liability company, (iv) TMW Finance LP, a Delaware limited partnership, (v) TMW Realty Inc., a Delaware corporation, (vi) TMW Texas General LLC, a Delaware limited liability company, (vii) The Men's Wearhouse of Texas LP, a Delaware limited partnership, (viii) TMW Merchants LLC, a Delaware limited liability company, (ix) TMW Purchasing LLC, a Delaware limited liability company, (x) K&G Men's Center, Inc., a Delaware corporation, (xi) K&G Men's Company Inc., a Delaware corporation, and (xii) TMW Transition LLC, a Delaware limited liability company, as Subsidiaries and has not designated any of them as Unrestricted Subsidiaries (collectively, the "New Guarantors"); and

WHEREAS, in connection with the formation of the New Guarantors, the Borrower, the existing Guarantors and the New Guarantors (collectively, the "Restructuring Parties") desire to enter into a series of transactions among themselves, as hereinafter described, whereby certain Investments will be made by the Restructuring Parties in the New Guarantors, certain assets and rights of the Borrower and the other Restructuring Parties, including capital stock of and ownership interests in existing Guarantors, will be assigned, contributed, transferred or otherwise disposed of to the New Guarantors and existing Guarantors, certain existing Guarantors and New Guarantors will merge into or become Subsidiaries of certain New Guarantors, certain Restructuring Parties will incur Debt to other Restructuring Parties, certain existing Guarantors will be dissolved and their respective assets will be distributed to their respective shareholders, the Borrower, who in turn may

contribute such assets to one or more existing Guarantors or New Guarantors and the Restructuring Parties will engage in other transactions and enter into certain agreements with each other in relation to the foregoing (collectively, the "Restructuring Transactions"), and the Borrower has requested the consent of the Banks regarding such transactions as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreements Regarding the Restructuring Transactions.

(a) The Agent and the Banks hereby consent to the Restructuring Transactions by and among the Borrower, the existing Guarantors and the New Guarantors whereby, at the completion thereof, certain assets of the Borrower shall be held by the existing Guarantors and New Guarantors in the manner described below:

(i) The Men's Wearhouse stores of Borrower located in the State of Michigan and employees related thereto shall have been assigned to The Men's Wearhouse of Michigan, Inc.

(ii) The membership interest of Borrower in Value Priced Clothing, LLC shall have been assigned to The Men's Wearhouse of Michigan, Inc.

(iii) The real property of Borrower (not including any improvements thereon) located in Fremont, California shall have been assigned to TMW Capital Inc.

(iv) The assets, operations and employees of the treasury department of the Borrower shall have been assigned to TMW Finance LP.

(v) The improvements on the real property of Borrower located in Fremont, California shall have been assigned to TMW Realty Inc.

(vi) The Men's Wearhouse stores of Borrower located in the State of Texas and employees related thereto shall have been assigned to The Men's Wearhouse of Texas LP.

(vii) 100% of the issued and outstanding capital stock of TMW Licensing I, Inc. shall have been assigned to TMW Marketing Company, Inc. (formerly known as TMW Licensing Company, Inc.).

(viii) 100% of the issued and outstanding capital stock of TMW Licensing II, Inc. shall have been assigned to TMW Licensing I, Inc.

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(ix) The assets, operations and employees of the merchandising department of the Borrower shall have been assigned to TMW Merchants LLC.

(x) The assets, operations and employees of the inventory control department of the Borrower shall have been assigned to TMW Purchasing LLC.

(xi) The assets, operations and employees of the legal department of the Borrower shall have been assigned to TMW Marketing Company, Inc.

(b) The Agent and the Banks hereby agree that this Amendment constitutes notice to the Agent of the formation of the Subsidiaries constituting the New Guarantors for all purposes under the Credit Agreement.

(c) The Agent and the Banks agree that none of the Restructuring Transactions shall be deemed a utilization of any exception to any covenant contained in any Loan Document, and that none of the amounts attributable to such transactions shall cause the reduction of any such amounts otherwise permitted under the Loan Documents, including any such exception of any such covenant contained therein.

Section 2. Amendment to Credit Agreement. Effective as of January 30, 2000, Schedule 7.17 to the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

Section 3. Conditions to Effectiveness. Except as set forth in Section 2 above, this Amendment shall become effective as of January 28, 2000 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Agent and the Majority Banks; and (ii) execution and delivery of a Guaranty Supplement by a duly authorized officer of each of the New Guarantors.

Section 4. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower is a party are hereby ratified and confirmed to be in full force and effect.

Section 5. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

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Section 6. Representations and Warranties; No Default. The Borrower hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Borrower made in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 7. Payment of Expenses. The Borrower agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 8. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

Section 9. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 10. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 11. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Borrower

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

-----

Name: Neill P. Davis

-----  
Title: Vice President and Treasurer  
-----

Banks

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ KIM WHITNEY

-----  
Name: Kimberley A. Whitney  
-----

Title: Principal  
-----

BANKBOSTON, N.A.

By: /s/ JUDITH C.E. KELLY

-----  
Name: Judith C.E. Kelly  
-----

Title: Vice President  
-----

UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER

-----  
Name: Gail L. Fletcher  
-----

Title: Vice President  
-----

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WELLS FARGO BANK, N.A.

By: /s/ CAROL POLASKY

-----  
Name: Carol Polasky  
-----

Title: Vice President  
-----

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

By: /s/ H. DAVID JONES

-----  
Name: H. David Jones  
-----

Title: Vice President  
-----

FIRST UNION NATIONAL BANK

By: /s/ WILLIAM F. FOX

-----  
Name: William F. Fox  
-----

Title: Vice President  
-----

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA  
-----

Name: Bruce A. Pietka  
-----

Title: Director  
-----

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EXHIBIT A

SCHEDULE 7.17 (U.S. REVOLVER)  
SUBSIDIARIES

1. Guarantors:

- The Men's Wearhouse of Michigan, Inc. (100% owned by The Men's Wearhouse, Inc.)
- Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of Michigan, Inc.)
- TMW Capital Inc. (100% owned by The Men's Wearhouse, Inc.)
- TMW Equity LLC (100% owned by TMW Capital Inc.)
- TMW Finance LP (1% general partner interest owned by TMW Equity LLC)  
(99% limited partner interest owned by TMW Capital Inc.)
- TMW Realty Inc. (100% owned by The Men's Wearhouse, Inc.)
- TMW Texas General LLC (100% owned by TMW Realty Inc.)
- The Men's Wearhouse of Texas LP (1% general partner interest owned by  
TMW Texas General LLC) (99% limited partner interest owned by  
TMW Realty Inc.)
- Renwick Technologies, Inc. (100% owned by The Men's Wearhouse, Inc.)
- TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.)  
(100% owned by The Men's Wearhouse, Inc.)
- TMW Licensing I, Inc. (100% owned by TMW Marketing Company, Inc.)
- TMW Licensing II, Inc. (100% owned by TMW Licensing I, Inc.)
- TMW Merchants LLC (100% owned by TMW Marketing Company, Inc.)
- TMW Purchasing LLC (100% owned by TMW Merchants LLC)
- Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)
- Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)
- K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)
- K&G Men's Company Inc. (100% owned by K & G Men's Center, Inc.)
- T&C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)
- K&G of Indiana, Inc. (100% owned by K&G Men's Center, Inc.)
- K&G Associates of New Jersey, Inc. (100% owned by K&G Men's Center,  
Inc.)

2. Non-Guarantors

Moores Retail Group Inc. (100% of the voting Common Shares owned by Golden Moores Company, while 100% of the nonvoting Exchangeable Shares are owned by the shareholders and optionholders of Moores as they existed prior to the Effective Date)

Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)

Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group Inc.)

Moores The Suit People U.S., Inc. (100% owned by Moores Retail Group Inc.)

Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.)

K&G of Ohio, Inc. (100% owned by K&G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

SECOND AMENDMENT TO  
TERM CREDIT AGREEMENT

(C \$75,000,000 Term Credit Agreement)

THIS SECOND AMENDMENT TO TERM CREDIT AGREEMENT dated as of January 28, 2000 (this "Amendment"), by and among GOLDEN MOORES FINANCE COMPANY (the "Borrower"), THE MEN'S WEARHOUSE, INC. (the "Parent"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Agent and the Banks have entered into that certain Term Credit Agreement dated as of February 5, 1999, as amended by that certain First Amendment to Term Credit Agreement dated as of September 14, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Parent shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Affiliate Guaranty (a "Guaranty Supplement") (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Parent has formed (i) The Men's Wearhouse of Michigan, Inc., a Delaware corporation, (ii) TMW Capital Inc., a Delaware corporation, (iii) TMW Equity LLC, a Delaware limited liability company, (iv) TMW Finance LP, a Delaware limited partnership, (v) TMW Realty Inc., a Delaware corporation, (vi) TMW Texas General LLC, a Delaware limited liability company, (vii) The Men's Wearhouse of Texas LP, a Delaware limited partnership, (viii) TMW Merchants LLC, a Delaware limited liability company, (ix) TMW Purchasing LLC, a Delaware limited liability company, (x) K&G Men's Center, Inc., a Delaware corporation, (xi) K&G Men's Company Inc., a Delaware corporation, and (xii) TMW Transition LLC, a Delaware limited liability company, as Subsidiaries and has not designated any of them as Unrestricted Subsidiaries (collectively, the "New Guarantors"); and

WHEREAS, in connection with the formation of the New Guarantors, the Parent, the Borrower, the existing Guarantors and the New Guarantors (collectively, the "Restructuring Parties") desire to enter into a series of transactions among themselves, as hereinafter described, whereby certain Investments will be made by the Restructuring Parties in the New Guarantors, certain assets and rights of the Parent and the other Restructuring Parties, including capital stock of and ownership interests in existing Guarantors, will be assigned, contributed, transferred or otherwise disposed of to the New Guarantors and existing Guarantors, certain existing Guarantors and New Guarantors will merge into or become Subsidiaries of certain New Guarantors, certain Restructuring Parties will incur Debt to other Restructuring Parties, certain existing Guarantors will be dissolved and their

respective assets will be distributed to their respective shareholders, the Parent, who in turn may contribute such assets to one or more existing Guarantors or New Guarantors and the Restructuring Parties will engage in other transactions and enter into certain agreements with each other in relation to the foregoing (collectively, the "Restructuring Transactions") and the Parent has requested the consent of the Banks for such transactions as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreements Regarding the Restructuring Transactions.

(a) The Agent and the Banks hereby consent to the Restructuring Transactions by and among the Parent, the existing Guarantors and the New Guarantors whereby, at the completion thereof, certain assets of the Parent shall be held by the existing Guarantors and New Guarantors in the manner described below:

(i) The Men's Wearhouse stores of Parent located in the State of Michigan and employees related thereto shall have been assigned to The Men's Wearhouse of Michigan, Inc.

(ii) The membership interest of Parent in Value Priced Clothing, LLC shall have been assigned to The Men's Wearhouse of Michigan, Inc.

(iii) The real property of Parent (not including any improvements thereon) located in Fremont, California shall have been assigned to TMW Capital Inc.

(iv) The assets, operations and employees of the treasury department of the Parent shall have been assigned to TMW Finance LP.

(v) The improvements on the real property of Parent located in Fremont, California shall have been assigned to TMW Realty Inc.

(vi) The Men's Wearhouse stores of Parent located in the State of Texas and employees related thereto shall have been assigned to The Men's Wearhouse of Texas LP.

(vii) 100% of the issued and outstanding capital stock of TMW Licensing I, Inc. shall have been assigned to TMW Marketing Company, Inc. (formerly known as TMW Licensing Company, Inc.)

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(viii) 100% of the issued and outstanding capital stock of TMW Licensing II, Inc. shall have been assigned to TMW Licensing I, Inc.

(ix) The assets, operations and employees of the merchandising department of the Parent shall have been assigned to TMW Merchants LLC.

(x) The assets, operations and employees of the inventory control department of the Parent shall have been assigned to TMW Purchasing LLC.

(xi) The assets, operations and employees of the legal department of the Parent shall have been assigned to TMW Marketing Company, Inc.

(b) The Agent and the Banks hereby agree that this Amendment constitutes notice to the Agent of the formation of the Subsidiaries constituting the New Guarantors for all purposes under the Credit Agreement.

(c) The Agent and the Banks agree that none of the Restructuring Transactions shall be deemed a utilization of any exception to any covenant contained in any Loan Document, and that none of the amounts attributable to such transactions shall cause the reduction of any such amounts otherwise permitted under the Loan Documents, including any such exception of any such covenant contained therein.

Section 2. Amendment to Credit Agreement. Effective as of January 30, 2000, Schedule 7.17 to the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

Section 3. Conditions to Effectiveness. Except as set forth in Section 2 above, this Amendment shall become effective as of January 28, 2000 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Parent, the Agent and the Majority Banks; and (ii) execution and delivery of a Guaranty Supplement by a

duly authorized officer of each of the New Guarantors.

Section 4. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 5. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall

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remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 6. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Borrower made in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 7. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 8. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

Section 9. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 10. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 11. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Parent

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS  
-----  
Name: Neill P. Davis  
-----  
Title: Vice President and Treasurer  
-----

Borrower

GOLDEN MOORES FINANCE COMPANY

By: /s/ NEILL P. DAVIS  
-----  
Name: Neill P. Davis  
-----  
Title: Treasurer  
-----

Banks

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ KIM WHITNEY  
-----  
Name: Kimberley A. Whitney  
-----  
Title: Principal  
-----

BANKBOSTON, N.A.

By: /s/ JUDITH C.E. KELLY  
-----  
Name: Judith C.E. Kelly  
-----  
Title: Vice President  
-----

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UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER  
-----  
Name: Gail L. Fletcher  
-----  
Title: Vice President  
-----

WELLS FARGO BANK, N.A.

By: /s/ CAROL POLASKY  
-----  
Name: Carol Polasky  
-----  
Title: Vice President  
-----

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION

By: /s/ H. DAVID JONES  
-----

Name: H. David Jones  
-----

Title: Vice President  
-----

FIRST UNION NATIONAL BANK

By: /s/ WILLIAM F. FOX  
-----

Name: William F. Fox  
-----

Title: Vice President  
-----

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA  
-----

Name: Bruce A. Pietka  
-----

Title: Director  
-----

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EXHIBIT A

SCHEDULE 7.17 (CANADIAN TERM LOAN)  
SUBSIDIARIES

1. Guarantors:

The Men's Wearhouse of Michigan, Inc. (100% owned by The Men's Wearhouse, Inc.)  
Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of Michigan, Inc.)  
TMW Capital Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Equity LLC (100% owned by TMW Capital Inc.)  
TMW Finance LP (1% general partner interest owned by TMW Equity LLC) (99% limited partner interest owned by TMW Capital Inc.)  
TMW Realty Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Texas General LLC (100% owned by TMW Realty Inc.)  
The Men's Wearhouse of Texas LP (1% general partner interest owned by TMW Texas General LLC) (99% limited partner interest owned by TMW Realty Inc.)  
Renwick Technologies, Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.) (100% owned by The Men's Wearhouse, Inc.)  
TMW Licensing I, Inc. (100% owned by TMW Marketing Company, Inc.)  
TMW Licensing II, Inc. (100% owned by TMW Licensing I, Inc.)  
TMW Merchants LLC (100% owned by TMW Marketing Company, Inc.)  
TMW Purchasing LLC (100% owned by TMW Merchants LLC)  
Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Company Inc. (100% owned by K & G Men's Center, Inc.)  
T&C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)  
K&G of Indiana, Inc. (100% owned by K&G Men's Center, Inc.)  
K&G Associates of New Jersey, Inc. (100% owned by K&G Men's Center, Inc.)

2. Non-Guarantors

Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)  
("Borrower")

Moores Retail Group Inc. (100% of the voting Common Shares owned by Golden Moores Company, while 100% of the nonvoting Exchangeable Shares are owned by the shareholders and optionholders of Moores as they existed prior to the Effective Date)

Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)

Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group Inc.)

Moores The Suit People U.S., Inc. (100% owned by Moores Retail Group Inc.)

Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.)

K&G of Ohio, Inc. (100% owned by K&G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

SECOND AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(C \$30,000,000 Revolving Credit Agreement)

THIS SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of January 28, 2000 (this "Amendment"), by and among MOORES RETAIL GROUP INC. (the "Borrower"), THE MEN'S WEARHOUSE, INC. (the "Parent"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA CANADA, in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Parent, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 10, 1999, as amended by that certain First Amendment to Revolving Credit Agreement dated as of September 14, 1999 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Credit Agreement provides that upon the designation, formation or acquisition of any Restricted Subsidiary, the Parent shall cause such Restricted Subsidiary to deliver to the Agent for the benefit of the Banks a guaranty of the obligations of the Borrower in the form of a guaranty supplement set forth as Exhibit A to the Affiliate Guaranty (a "Guaranty Supplement") (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement); and

WHEREAS, the Parent has formed (i) The Men's Wearhouse of Michigan, Inc., a Delaware corporation, (ii) TMW Capital Inc., a Delaware corporation, (iii) TMW Equity LLC, a Delaware limited liability company, (iv) TMW Finance LP, a Delaware limited partnership, (v) TMW Realty Inc., a Delaware corporation, (vi) TMW Texas General LLC, a Delaware limited liability company, (vii) The Men's Wearhouse of Texas LP, a Delaware limited partnership, (viii) TMW Merchants LLC, a Delaware limited liability company, (ix) TMW Purchasing LLC, a Delaware limited liability company, (x) K&G Men's Center, Inc., a Delaware corporation, (xi) K&G Men's Company Inc., a Delaware corporation, and (xii) TMW Transition LLC, a Delaware limited liability company, as Subsidiaries and has not designated any of them as Unrestricted Subsidiaries (collectively, the "New Guarantors"); and

WHEREAS, in connection with the formation of the New Guarantors, the Parent, the Borrower, the existing Guarantors and the New Guarantors (collectively, the "Restructuring Parties") desire to enter into a series of transactions among themselves, as hereinafter described, whereby certain Investments will be made by the Restructuring Parties in the New Guarantors, certain assets and rights of the Parent and the other Restructuring Parties, including capital stock of and ownership interests in existing Guarantors, will be assigned, contributed, transferred or otherwise disposed of to the New Guarantors and existing Guarantors, certain existing Guarantors and New Guarantors will merge into or become Subsidiaries of certain New Guarantors, certain Restructuring Parties will incur Debt to other Restructuring Parties, certain existing Guarantors will be dissolved and their respective assets will be distributed to their respective shareholders, the Parent, who in turn may

contribute such assets to one or more existing Guarantors or New Guarantors and the Restructuring Parties will engage in other transactions and enter into certain agreements with each other in relation to the foregoing (collectively, the "Restructuring Transactions") and the Parent has requested the consent of the Banks for such transactions as provided for herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## Section 1. Agreements Regarding Restructuring Transactions.

(a) The Agent and the Banks hereby consent to the Restructuring

Transactions by and among the Parent, the existing Guarantors and the New Guarantors whereby, at the completion thereof, certain assets of the Parent shall be held by the existing Guarantors and New Guarantors in the manner described below:

- (i) The Men's Wearhouse stores of Parent located in the State of Michigan and employees related thereto shall have been assigned to The Men's Wearhouse of Michigan, Inc.
- (ii) The membership interest of Parent in Value Priced Clothing, LLC shall have been assigned to The Men's Wearhouse of Michigan, Inc.
- (iii) The real property of Parent (not including any improvements thereon) located in Fremont, California shall have been assigned to TMW Capital Inc.
- (iv) The assets, operations and employees of the treasury department of the Parent shall have been assigned to TMW Finance LP.
- (v) The improvements on the real property of Parent located in Fremont, California shall have been assigned to TMW Realty Inc.
- (vi) The Men's Wearhouse stores of Parent located in the State of Texas and employees related thereto shall have been assigned to The Men's Wearhouse of Texas LP.
- (vii) 100% of the issued and outstanding capital stock of TMW Licensing I, Inc. shall have been assigned to TMW Marketing Company, Inc. (formerly known as TMW Licensing Company, Inc.)
- (viii) 100% of the issued and outstanding capital stock of TMW Licensing II, Inc. shall have been assigned to TMW Licensing I, Inc.

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- (ix) The assets, operations and employees of the merchandising department of the Parent shall have been assigned to TMW Merchants LLC.
- (x) The assets, operations and employees of the inventory control department of the Parent shall have been assigned to TMW Purchasing LLC.
- (xi) The assets, operations and employees of the legal department of the Parent shall have been assigned to TMW Marketing Company, Inc.

(b) The Agent and the Banks hereby agree that this Amendment constitutes notice to the Agent of the formation of the Subsidiaries constituting the New Guarantors for all purposes under the Credit Agreement.

(c) The Agent and the Banks agree that none of the Restructuring Transactions shall be deemed a utilization of any exception to any covenant contained in any Loan Document, and that none of the amounts attributable to such transactions shall cause the reduction of any such amounts otherwise permitted under the Loan Documents, including any such exception of any such covenant contained therein.

Section 2. Amendment to Credit Agreement. Effective as of January 30, 2000, Schedule 7.17 to the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

Section 3. Conditions to Effectiveness. Except as set forth in Section 2 above, this Amendment shall become effective as of January 28, 2000 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Parent, the Agent and the Majority Banks; and (ii) execution and delivery of a Guaranty Supplement by a duly authorized officer of each of the New Guarantors.

Section 4. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 5. Limitations. The modifications set forth herein are limited

precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

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Section 6. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Parent made in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 7. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 8. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE PROVINCE OF NEW BRUNSWICK AND THE FEDERAL LAWS OF CANADA.

Section 9. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 10. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 11. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Parent

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis

-----  
Title: Vice President and Treasurer  
-----

Borrower

MOORES RETAIL GROUP INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis

-----  
Title: Treasurer

Banks

-----  
BANK OF AMERICA CANADA  
as a Bank and as Agent

By: /s/ RICHARD J. HALL  
-----

Name: Richard J. Hall  
-----

Title: Vice President  
-----

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA  
-----

Name: Bruce A. Pietka  
-----

Title: Director  
-----

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EXHIBIT A

SCHEDULE 7.17 (CANADIAN REVOLVER)  
SUBSIDIARIES

1. Guarantors:

The Men's Wearhouse of Michigan, Inc. (100% owned by The Men's  
Wearhouse, Inc.)  
Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of  
Michigan, Inc.)  
TMW Capital Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Equity LLC (100% owned by TMW Capital Inc.)  
TMW Finance LP (1% general partner interest owned by TMW Equity LLC)  
(99% limited partner interest owned by TMW Capital Inc.)  
TMW Realty Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Texas General LLC (100% owned by TMW Realty Inc.)  
The Men's Wearhouse of Texas LP (1% general partner interest owned by  
TMW Texas General LLC) (99% limited partner interest  
owned by TMW Realty Inc.)  
Renwick Technologies, Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.)  
(100% owned by The Men's Wearhouse, Inc.)  
TMW Licensing I, Inc. (100% owned by TMW Marketing Company, Inc.)  
TMW Licensing II, Inc. (100% owned by TMW Licensing I, Inc.)  
TMW Merchants LLC (100% owned by TMW Marketing Company, Inc.)  
TMW Purchasing LLC (100% owned by TMW Merchants LLC)  
Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)  
Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)  
Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)  
Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group  
Inc.)  
K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Company Inc. (100% owned by K & G Men's Center, Inc.)  
T&C Liquidators, Inc. (100% owned by K&G Men's Center, Inc.)  
K&G of Indiana, Inc. (100% owned by K&G Men's Center, Inc.)  
K&G Associates of New Jersey, Inc. (100% owned by K&G Men's Center,  
Inc.)

2. Non-Guarantors

Moores Retail Group Inc. (100% of the voting Common Shares owned by  
Golden Moores Company, while 100% of the nonvoting  
Exchangeable Shares are owned by the shareholders and  
optionholders of Moores as they existed prior to the  
Effective Date)  
Moores The Suit People U.S., Inc. (100% owned by Moores Retail Group

Inc.)  
Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.)  
K&G of Ohio, Inc. (100% owned by K&G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

THIRD AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(U.S. \$125,000,000 Revolving Credit Agreement)

THIS THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of February 13, 2001 (this "Amendment"), by and among THE MEN'S WEARHOUSE, INC. (the "Borrower"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 5, 1999, as amended by that certain First Amendment to Revolving Credit Agreement (the "First Amendment") dated as of September 14, 1999, and as further amended by that certain Second Amendment to Revolving Credit Agreement (the "Second Amendment") dated as of January 28, 2000 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Restructuring Transactions, as defined in the Second Amendment, have been consummated; and

WHEREAS, the Borrower desires to dissolve Gares Cigars, LLC, a Georgia limited liability company acquired by the Borrower and designated as a de minimis Restricted Subsidiary pursuant to the First Amendment; and

WHEREAS, the Borrower, the Agent and the Banks desire to amend the Credit Agreement: (i) to reflect the capital structure of the Borrower and its Subsidiaries following the Restructuring Transactions, (ii) with respect to certain limits on Restricted Payments as provided for herein, and (iii) to permit the dissolution of Gares Cigars, LLC (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement. (a) Section 10.3(d) of the Credit Agreement is hereby amended by deleting the phrase "\$30,000,000 in the aggregate" and by replacing it with the phrase "\$90,000,000 in the aggregate."

(b) Schedule 7.17 of the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

(c) The Borrower hereby represents and warrants that Gares Cigars, LLC, since the date of the Borrower's indirect acquisition of its equity interest therein, has been, and at

all times therefrom and preceding its dissolution will be, a de minimis Restricted Subsidiary without material net worth. The Agent and the Banks hereby consent to the dissolution of Gares Cigars, LLC, and it is agreed that, upon the consummation of such dissolution, Gares Cigars, LLC shall be deleted from Schedule 7.17 of the Credit Agreement.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of February 13, 2001 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Agent and the Majority Banks, and (ii) payment by the Borrower to the Agent, for the account of each Bank which executes and delivers this Amendment, of an amendment fee equal to 0.075% of each such Bank's Commitment.

Section 3. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower is a

party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Borrower hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Borrower made herein and in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Borrower agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

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

Borrower

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

Banks

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ TIMOTHY MONTE

-----  
Name: Timothy Monte  
Title: Vice President

FLEET NATIONAL BANK

By: /s/ JUDITH C.E. KELLY  
-----

Name: Judith C.E. Kelly  
Title: Director

UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER  
-----

Name: Gail L. Fletcher  
Title: Vice President

WELLS FARGO BANK, N.A.

By: /s/ CAROL POLASKY  
-----

Name: Carol Polasky  
Title: Vice President

THE CHASE MANHATTAN BANK  
(formerly known as Chase Bank of Texas,  
National Association)

By: /s/ JAMES R. DOLPHIN  
-----

Name: James R. Dolphin  
Title: Senior Vice President

FIRST UNION NATIONAL BANK

By: /s/ WILLIAM F. FOX  
-----

Name: William F. Fox  
Title: Vice President

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA  
-----

Name: Bruce A. Pietka  
Title: Director

EXHIBIT A

SCHEDULE 7.17 (U.S. REVOLVER)  
SUBSIDIARIES

1. Guarantors:

The Men's Wearhouse of Michigan, Inc. (100% owned by The Men's  
Wearhouse, Inc.)  
Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of  
Michigan, Inc.)  
TMW Capital Inc. (100% owned by The Men's Wearhouse, Inc.)

TMW Equity LLC (100% owned by TMW Capital Inc.)  
TMW Finance LP (1% general partner interest owned by TMW Equity LLC)  
(99% limited partner interest owned by TMW Capital Inc.)  
TMW Realty Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Texas General LLC (100% owned by TMW Realty Inc.)  
The Men's Wearhouse of Texas LP (1% general partner interest owned by  
TMW Texas General LLC) (99% limited partner interest  
owned by TMW Realty Inc.)  
Renwick Technologies, Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.)  
(100% owned by The Men's Wearhouse, Inc.)  
TMW Licensing I, Inc. (100% owned by TMW Marketing Company, Inc.)  
TMW Licensing II, Inc. (100% owned by TMW Licensing I, Inc.)  
TMW Merchants LLC (100% owned by TMW Marketing Company, Inc.)  
TMW Purchasing LLC (100% owned by TMW Merchants LLC)  
Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)  
Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Company Inc. (100% owned by K&G Men's Center, Inc.)

2. Non-Guarantors

Moores Retail Group Inc. (100% of the voting Common Shares and  
nonvoting Exchangeable Shares owned by Golden Moores  
Company)  
Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)  
Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group  
Inc.)  
Moores The Suit People U.S., Inc. (100% owned by Golden Moores Company)  
Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

THIRD AMENDMENT TO  
TERM CREDIT AGREEMENT

(C \$75,000,000 Term Credit Agreement)

THIS THIRD AMENDMENT TO TERM CREDIT AGREEMENT dated as of February 13, 2001 (this "Amendment"), by and among GOLDEN MOORES FINANCE COMPANY (the "Borrower"), THE MEN'S WEARHOUSE, INC. (the "Parent"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA, N.A., formerly known as NationsBank, N.A., in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Agent and the Banks have entered into that certain Term Credit Agreement dated as of February 5, 1999, as amended by that certain First Amendment to Term Credit Agreement (the "First Amendment") dated as of September 14, 1999, and as further amended by that certain Second Amendment to Term Credit Agreement (the "Second Amendment") dated as of January 28, 2000 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Restructuring Transactions, as defined in the Second Amendment, have been consummated; and

WHEREAS, the Parent desires to dissolve Gares Cigars, LLC, a Georgia limited liability company acquired by the Parent and designated as a de minimis Restricted Subsidiary pursuant to the First Amendment; and

WHEREAS, the Borrower, the Parent, the Agent and the Banks desire to amend the Credit Agreement: (i) to reflect the capital structure of the Parent and its Subsidiaries following the Restructuring Transactions, (ii) with respect to certain limits on Restricted Payments as provided for herein, and (iii) to permit the dissolution of Gares Cigars, LLC (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement. (a) Section 10.3(d) of the Credit Agreement is hereby amended by deleting the phrase "U.S. \$30,000,000 in the aggregate" and by replacing it with the phrase "U.S. \$90,000,000 in the aggregate."

(b) Schedule 7.17 of the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

(c) The Parent hereby represents and warrants that Gares Cigars, LLC, since the date of the Parent's indirect acquisition of its equity interest therein, has been, and at all times

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therefrom and preceding its dissolution will be, a de minimis Restricted Subsidiary without material net worth. The Agent and the Banks hereby consent to the dissolution of Gares Cigars, LLC, and it is agreed that, upon the consummation of such dissolution, Gares Cigars, LLC shall be deleted from Schedule 7.17 of the Credit Agreement.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of February, 13 2001 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Parent, the Agent and the Majority Banks, and (ii) payment by the Borrower to the Agent, for the account of each Bank which executes and delivers this Amendment, of an amendment fee equal to 0.075% of each such Bank's Commitment.

Section 3. Ratification of Related Documents. The Credit Agreement and

each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Borrower made herein and in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA.

Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

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Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

3

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

Parent

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

Borrower

GOLDEN MOORES FINANCE  
COMPANY

Banks

By: /s/ NEILL P. DAVIS

-----  
Name: Neill P. Davis  
Title: Treasurer

BANK OF AMERICA, N.A.  
as a Bank and as Agent

By: /s/ TIMOTHY MONTE

-----  
Name: Timothy Monte  
Title: Vice President

FLEET NATIONAL BANK

By: /s/ JUDITH C.E. KELLY

-----  
Name: Judith C.E. Kelly  
Title: Director

4

UNION BANK OF CALIFORNIA, N.A.

By: /s/ GAIL FLETCHER

-----  
Name: Gail L. Fletcher  
Title: Vice President

WELLS FARGO BANK, N.A.

By: /s/ CAROL POLASKY

-----  
Name: Carol Polasky  
Title: Vice President

THE CHASE MANHATTAN BANK  
(formerly known as Chase Bank of Texas,  
National Association)

By: /s/ JAMES R. DOLPHIN

-----  
Name: James R. Dolphin  
Title: Senior Vice President

FIRST UNION NATIONAL BANK

By: /s/ WILLIAM F. FOX

-----  
Name: William F. Fox  
Title: Vice President

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA

-----  
Name: Bruce A. Pietka  
Title: Director

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EXHIBIT A

SCHEDULE 7.17 (CANADIAN TERM LOAN)  
SUBSIDIARIES

1. Guarantors:

The Men's Wearhouse of Michigan, Inc. (100% owned by The Men's Wearhouse, Inc.)  
Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of Michigan, Inc.)  
TMW Capital Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Equity LLC (100% owned by TMW Capital Inc.)  
TMW Finance LP (1% general partner interest owned by TMW Equity LLC)  
(99% limited partner interest owned by TMW Capital Inc.)  
TMW Realty Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Texas General LLC (100% owned by TMW Realty Inc.)  
The Men's Wearhouse of Texas LP (1% general partner interest owned by TMW Texas General LLC) (99% limited partner interest owned by TMW Realty Inc.)  
Renwick Technologies, Inc. (100% owned by The Men's Wearhouse, Inc.)  
TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.)  
(100% owned by The Men's Wearhouse, Inc.)  
TMW Licensing I, Inc. (100% owned by TMW Marketing Company, Inc.)  
TMW Licensing II, Inc. (100% owned by TMW Licensing I, Inc.)  
TMW Merchants LLC (100% owned by TMW Marketing Company, Inc.)  
TMW Purchasing LLC (100% owned by TMW Merchants LLC)  
Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)  
K&G Men's Company Inc. (100% owned by K&G Men's Center, Inc.)

2. Non-Guarantors

Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)  
("Borrower")  
Moores Retail Group Inc. (100% of the voting Common Shares and nonvoting Exchangeable Shares owned by Golden Moores Company)  
Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)  
Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group Inc.)  
Moores The Suit People U.S., Inc. (100% owned by Golden Moores Company)  
Gares Cigars, LLC (at least 70% owned by K & G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

THIRD AMENDMENT TO  
REVOLVING CREDIT AGREEMENT

(C \$30,000,000 Revolving Credit Agreement)

THIS THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT dated as of February 13, 2001 (this "Amendment"), by and among MOORES RETAIL GROUP INC. (the "Borrower"), THE MEN'S WEARHOUSE, INC. (the "Parent"), the financial institutions listed on the signature pages hereto (the "Banks") and BANK OF AMERICA CANADA, in its capacity as agent (the "Agent") and in its individual capacity as a Bank hereunder.

WHEREAS, the Borrower, the Parent, the Agent and the Banks have entered into that certain Revolving Credit Agreement dated as of February 10, 1999, as amended by that certain First Amendment to Revolving Credit Agreement (the "First Amendment") dated as of September 14, 1999, and as further amended by that certain Second Amendment to Revolving Credit Agreement (the "Second Amendment") dated as of January 28, 2000 (together with any and all amendments and modifications thereof, the "Credit Agreement"); and

WHEREAS, the Restructuring Transactions, as defined in the Second Amendment, have been consummated; and

WHEREAS, the Parent desires to dissolve Gares Cigars, LLC, a Georgia limited liability company acquired by the Parent and designated as a de minimis Restricted Subsidiary pursuant to the First Amendment; and

WHEREAS, the Borrower, the Agent and the Banks desire to amend the Credit Agreement: (i) to reflect the capital structure of the Parent and its Subsidiaries following the Restructuring Transactions, (ii) with respect to certain limits on Restricted Payments as provided for herein, and (iii) to permit the dissolution of Gares Cigars, LLC (capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendments to Credit Agreement. (a) Section 10.3(d) of the Credit Agreement is hereby amended by deleting the phrase "U.S. \$30,000,000 in the aggregate" and by replacing it with the phrase "U.S. \$90,000,000 in the aggregate."

(b) Schedule 7.17 of the Credit Agreement is hereby amended by deleting it in its entirety and by replacing it with the Schedule 7.17 attached hereto as Exhibit A.

(c) The Parent hereby represents and warrants that Gares Cigars, LLC, since the date of the Parent's indirect acquisition of its equity interest therein, has been, and at all times

therefrom and preceding its dissolution will be, a de minimis Restricted Subsidiary without material net worth. The Agent and the Banks hereby consent to the dissolution of Gares Cigars, LLC, and it is agreed that, upon the consummation of such dissolution, Gares Cigars, LLC shall be deleted from Schedule 7.17 of the Credit Agreement.

Section 2. Conditions to Effectiveness. This Amendment shall become effective as of February, 13 2001 (the "Effective Date") upon (i) execution and delivery of this Amendment by a duly authorized officer of each of the Borrower, the Parent, the Agent and the Majority Banks, and (ii) payment by the Borrower to the Agent, for the account of each Bank which executes and

delivers this Amendment, of an amendment fee equal to 0.075% of each such Bank's Commitment.

Section 3. Ratification of Related Documents. The Credit Agreement and each other Loan Document and any related document to which the Borrower or the Parent is a party are hereby ratified and confirmed to be in full force and effect.

Section 4. Limitations. The modifications set forth herein are limited precisely as written, and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Credit Agreement or any of the other Loan Documents, or (b) prejudice any right or rights which the Banks may now have or may have in the future under or in connection with the Credit Agreement or any of the other Loan Documents. Except as expressly modified hereby, the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

Section 5. Representations and Warranties; No Default. The Parent hereby represents and warrants that on and as of the date hereof, and after giving effect hereto: (i) the representations and warranties of the Parent made herein and in Article 7 of the Credit Agreement shall be true and correct (other than those representations and warranties limited by their terms to a specific date); and (ii) no Default or Event of Default shall have occurred and be continuing.

Section 6. Payment of Expenses. The Parent agrees to pay and reimburse the Agent for all its reasonable costs and out-of-pocket expenses incurred in connection with the preparation, execution and delivery of this Amendment and ancillary documents, including, without limitation, the reasonable fees and disbursements of counsel to the Agent.

Section 7. Choice of Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE PROVINCE OF NEW BRUNSWICK AND THE FEDERAL LAWS OF CANADA.

Section 8. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

2

Section 9. Entire Agreement. THIS AMENDMENT AND THE DOCUMENTS REFERRED TO HEREIN REPRESENT THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts and by parties hereto on separate counterparts, each counterpart, when so executed and delivered, constitute an original instrument, and all such counterparts shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank]

3

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

Parent

THE MEN'S WEARHOUSE, INC.

By: /s/ NEILL P. DAVIS  
-----

Name: Neill P. Davis  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

Borrower

MOORES RETAIL GROUP INC.

By: /s/ NEILL P. DAVIS  
-----

Name: Neill P. Davis  
Title: Treasurer

Banks

BANK OF AMERICA CANADA  
as a Bank and as Agent

By: /s/ DONALD R. CHUNG  
-----

Name: Donald R. Chung  
Title: Vice President  
Corporate Investment Banking

BANK OF MONTREAL

By: /s/ BRUCE A. PIETKA  
-----

Name: Bruce A. Pietka  
Title: Director

4

EXHIBIT A

SCHEDULE 7.17 (CANADIAN REVOLVER)  
SUBSIDIARIES

1. Guarantors:

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

Value Priced Clothing, LLC (100% owned by The Men's Wearhouse of  
Michigan, Inc.)

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

TMW Equity LLC (100% owned by TMW Capital Inc.)

TMW Finance LP (1% general partner interest owned by TMW Equity LLC)  
(99% limited partner interest owned by TMW Capital Inc.)

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

TMW Texas General LLC (100% owned by TMW Realty Inc.)

The Men's Wearhouse of Texas LP (1% general partner interest owned by  
TMW Texas General LLC) (99% limited partner interest owned by  
TMW Realty Inc.)

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

TMW Marketing Company, Inc. (formerly TMW Licensing Company, Inc.)

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

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

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

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

TMW Purchasing LLC (100% owned by TMW Merchants LLC)

Golden Moores Company (100% owned by The Men's Wearhouse, Inc.)

Golden Moores Finance Company (100% owned by The Men's Wearhouse, Inc.)

Moores The Suit People Inc. (100% owned by Moores Retail Group Inc.)

Golden Brand Clothing (Canada) Ltd. (100% owned by Moores Retail Group Inc.)

K&G Men's Center, Inc. (100% owned by The Men's Wearhouse, Inc.)

K&G Men's Company Inc. (100% owned by K&G Men's Center, Inc.)

2. Non-Guarantors

Moores Retail Group Inc. (100% of the voting Common Shares and nonvoting Exchangeable Shares owned by Golden Moores Company)

Moores The Suit People U.S., Inc. (100% owned by Golden Moores Company)

Gares Cigars, LLC (at least 70% owned by K&G Men's Center, Inc.)

3. Unrestricted Subsidiaries

None

LEASE AGREEMENT

THIS LEASE, made and entered into this 1st day of May, 1999, by and between G&R, INC., a Georgia corporation ("Landlord"), and MALG, INC., a Georgia corporation d/b/a K&G Ladies ("Tenant").

1. Demised Premises. Landlord hereby leases to Tenant the building and improvements located at 1777 Ellsworth Industrial Boulevard, Atlanta, Georgia 30318 (the "Demised Premises"), which Demised Premises are more particularly depicted on Exhibit "A" attached hereto and by this reference made a part hereof. This Lease and the Demised Premises are subject to all easements, restrictions, covenants and conditions of record, and to all building and zoning ordinances and regulations and other local jurisdictional regulations.

2. Term. The term of this Lease (the "Term") shall commence on the date set forth at the beginning of this Lease (the "Commencement Date"), and terminate on April 30, 2004. Each lease year (a "Lease Year") during the Term and, as applicable, the "Extended Term" (as such term is defined herein) shall begin, as applicable, on the Commencement Date or the anniversary date of the Commencement Date, and shall end on the day immediately prior to the next anniversary date of the Commencement Date. Tenant shall have the option to extend this Lease for an additional period of five (5) years (the "Extended Term") by providing written notice of its intention to extend to Landlord not later than ninety (90) days prior to the expiration of the Term. In the event that Tenant elects to extend this Lease, all of the provisions hereof shall remain in full force and effect during the course of the Extended Term.

3. Rent. All rent due hereunder shall be payable at the office of the Landlord at 1225 Chattahoochee Avenue, N.W., Atlanta, Georgia 30318, or such other address as Landlord may hereafter designate in writing. Tenant shall pay all rent when due without any right to abatement, offset, deduction, notice or demand. Rent due hereunder shall consist of the following:

(a) Annual base rent ("Base Rent"), which for the first Lease Year shall be Seventy-Two Thousand and No/100 Dollars (\$72,000.00), and shall thereafter be adjusted as set forth below. Annual Base Rent shall be payable in advance in equal monthly installments on the first day of each month during the Term and, as applicable, the Extended Term. Base Rent for any fraction of any month during the Term and, as applicable, the Extended Term, shall be prorated according to the number of days that the Lease is in effect for such month.

(i) On each anniversary of the Commencement Date during the Term and, as applicable, the Extended Term, annual Base Rent shall be adjusted by multiplying (i) the annual Base Rent for the preceding Lease Year by (ii) the percentage change of the "CPI" (as that term is herein defined) for the eleventh month of the preceding Lease Year from the CPI for the first month of the preceding Lease Year, plus one hundred percent (100%). An example of how to determine the change in the annual Base Rent is set forth below. In no event shall the annual Base Rent during any Lease Year be less than the annual Base Rent required to be paid during the first or preceding Lease Year of the Term, whichever is higher. The monthly installments of the annual Base Rent due hereunder shall be adjusted accordingly.

(ii) For the purposes hereof, the term "CPI" shall mean the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-84=100, which is published by the United States Bureau of Labor Statistics.

(iii) Example of adjustment of annual Base Rent based upon CPI:

<TABLE>  
<CAPTION>

Index Point Change  
-----

<S>	CPI for eleventh month of preceding Lease Year	<C> 118.5
	Less CPI for first month of preceding Lease Year	113.8
	Equals Index Point Change	4.7

</TABLE>

<TABLE>  
<CAPTION>

Percentage Change

$\langle S \rangle$	Index Point Change	$\langle C \rangle$
	Divided by CPI for first month of preceding Lease Year	4.7
	Equals percentage of change in CPI	113.8
		0.041

$\langle /TABLE \rangle$

$\langle TABLE \rangle$   
 $\langle CAPTION \rangle$

Annual Base Rent  
 -----

$\langle S \rangle$	Annual Base Rent for preceding Lease Year	$\langle C \rangle$
	Multiplied by percentage of change in CPI plus one	\$100.00
	Equals annual Base Rent for the current Lease Year	1.041
		\$104.10

$\langle /TABLE \rangle$

(b) Percentage Rent ("Percentage Rent"), if any, shall be payable in an amount equal to (i) one percent (1%) of the amount, if any, by which "Gross Sales" for each Lease Year exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00). For purposes hereof, "Gross Sales" shall mean the gross amount charged for all sales or services made from the Demised Premises by Tenant, for cash or credit, paid or unpaid, less any sales taxes, and shall include, without limitation, gross rents or other amounts received by Tenant from any other revenue sources at the Demised Premises approved in writing in advance by Landlord, such as vending machines. Percentage Rent shall be paid on or before the sixtieth (60th) day following the end of each Lease Year. Tenant shall provide Landlord with a copy of Tenant's statement of Gross Sales for the preceding Lease Year with Tenant's payment of Percentage Rent.

(c) In addition to the Base Rent and Percentage Rent, Tenant agrees to pay as additional rent ("Additional Rent", and together with Base Rent and Percentage Rent, "Rent"), all other sums of money required to be paid by Tenant hereunder.

4. Late Charges. In the event any installment of Rent due hereunder is not received by Landlord on its respective due date, there shall be an automatic late charge due Landlord from the Tenant along with such delinquent installment in the amount of five percent (5%) of the amount of the delinquent installment. The parties acknowledge and agree that such late charges are not penalties, but rather are charges attributable to administrative and collection costs arising out of such delinquency. In addition to such late charge, in the event Landlord does not receive any installment of Rent within five (5) days of the date when due hereunder, interest at the rate of eighteen percent (18%) per annum shall be due and payable with respect to such delinquent installment of Rent from the due date thereof until Landlord receives such payment.

5. Use of Demised Premises. Tenant shall use the Demised Premises, subject to the conditions contained herein, for no purpose or business other than that of a retail clothing outlet.

6. Licenses and Permits. Tenant shall, at its sole cost and expense, obtain and maintain all licenses and permits required by any public authority for the contemplated use of the Demised Premises.

7. Maintenance. During the Term and, as applicable, the Extended Term, Tenant shall, at its sole cost and expense, make all necessary repairs to the Demised Premises, interior and exterior, structural and non-structural, ordinary and extraordinary and foreseen and unforeseen. Whenever used in this paragraph, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, betterments and any such work required to conform with the provisions of this Lease or any work required by any order of any governmental agency. Tenant shall maintain all portions of the Demised Premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

8. Taxes. During the Term and, as applicable, the Extended Term, Tenant shall pay within thirty (30) days of its receipt of a bill from Landlord, all ad valorem taxes, assessments, water and sewer rents, rates and charges, transit taxes, excises, levies, license and permit fees and any other governmental charges and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever that may become a lien on or be assessed, levied, confirmed, imposed upon, or become due and payable or grow out of or with respect to the Demised Premises or any part thereof.

9. Insurance. Tenant, at its own expense, shall throughout the Term and, as applicable, the Extended Term, carry the following insurance coverage:

(a) Public liability insurance covering any and all claims for

injuries to persons or damage to property occurring in or about the Demised Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances in or about the Demised Premises, with a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name Landlord, or any other party in interest reasonably designated by Landlord, as an additional named insured. The policy shall contain a clause providing for thirty (30) days written notice to Landlord of cancellation, material change in the policy or intent upon the part of the insurer not to renew. At Landlord's request, a copy of the certificate of the insurer certifying to the issuance thereof shall be delivered to Landlord. The insurance contemplated herein shall be issued by a company that is authorized to engage in the business of general liability insurance in the State of Georgia and has been approved in advance by Landlord.

(b) Fire and extended coverage insurance covering the Demised Premises against (i) loss or damage by fire, lighting, vandalism, malicious mischief and flood (if the Demised Premises are in an area which is considered a flood risk area by the U.S. Department of Housing and Urban Development), (ii) such other hazards as are presently included in so-called "all risk" replacement cost insurance, and (iii) any other insurable hazards as, under good insurance practices, from time to time are insured against for properties of similar character and location. The amount of such insurance shall not be less than the full replacement cost of the building and improvements located on the Demised Premises without deduction for depreciation. At Landlord's request, a copy of the paid-up policy evidencing such insurance or a certificate of the insurer certifying to the issuance thereof shall be delivered to Landlord. The insurance policy contemplated herein shall (i) be issued by a company which is authorized to engage in the business of casualty insurance in the State of Georgia and has been approved in advance by Landlord, (ii) name Landlord as the insured, and contain a clause providing for thirty (30) days written notice to Landlord of cancellation, material change in the policy or intent upon the part of the insurer not to renew.

10. Utilities. During the Term of this Lease and, as applicable, the Extended Term, Tenant shall pay, when due, all costs, charges and deposits related to the hook-up, furnishing, consumption, maintenance and installation of water, water pressure, gas, electricity, fuel, light, heat, power, telephone, sewage service, trash removal, sanitary charges and assessments, security protection, or any other utilities or services (hereinafter collectively called the "Utilities") attributable to or rendered with respect to the Demised Premises. Landlord shall have no liability to Tenant or any other party for any inadequacy, cessation or interruption of any of the Utilities.

11. Casualty. If the Demised Premises or any portion thereof are damaged or destroyed by fire, flood, tornado or other casualty, Landlord shall, within thirty (30) days of such casualty, notify Tenant whether Landlord will repair such damage. If Landlord notifies Tenant that Landlord will not repair such damage, then either Landlord or Tenant may terminate this Lease upon written notice to the other within thirty (30) days of Tenant's receipt of such notice. In the event Landlord notifies Tenant that such damage will be repaired by Landlord, this Lease shall remain in full force and effect, Rent shall be abated to the extent the Demised Premises are untenantable and Tenant shall repair or replace all trade fixtures, furniture and equipment in the Demised Premises which are damaged by such casualty.

12. Condemnation. If all or any part of the Demised Premises shall be taken or damaged by the exercise of the power of eminent domain, Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation, and all right of Tenant to such damages, if any, are hereby assigned by Tenant to Landlord. In the event such taking renders the balance of the Demised Premises untenantable, Rent shall be abated to the extent the Demised Premises are untenantable until the Demised Premises are restored by Landlord; provided, however, that in the event Landlord elects not to restore the Demised Premises, either party may terminate this Lease by providing written notice of such termination to the other party within thirty (30) days of the effective date of the taking.

13. Quiet Enjoyment. Landlord agrees that Tenant, upon performing and observing all of the terms and conditions of this Lease to be performed and observed by Tenant, shall peacefully and quietly have, hold and enjoy the Demised Premises and the appurtenances thereto throughout the Term and, as applicable, the Extended Term, without hindrance, ejection or molestation by Landlord or otherwise.

14. Party Relationship. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture or relationship of principal and agent between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party, it being the intention of the parties that the only relationship hereunder is solely that of landlord and tenant.

15. Default.

(a) If any one or more of the following events occur, said events shall hereby be classified as a "Default":

(i) If Tenant shall make an assignment for the benefit of creditors or file a petition in any federal or state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property.

(ii) If any petition filed under federal or state law against Tenant in any bankruptcy, reorganization, or insolvency proceedings shall not be dismissed or vacated within sixty (60) days after such petition is filed.

(iii) If a receiver or trustee shall be appointed under federal or state law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within sixty (60) days after such appointment.

(iv) If Tenant fails to pay any installment of Rent when same shall become due and payable.

(v) If Tenant shall fail to perform or observe any non-monetary term, condition, covenant, agreement, or obligation of this Lease, and such failure continues for thirty (30) days after written notice from Landlord; provided, however, that in the event such Default cannot reasonably be cured within such thirty (30) day period, then Tenant shall be afforded a reasonable period of time to effect such cure, so long as Tenant is diligently pursuing same.

(b) Upon the happening of any one or more of the aforementioned Defaults, Landlord shall have the right, in addition to any other rights and remedies, to terminate this Lease upon written notice to Tenant. Upon Landlord's delivery of such notice to Tenant, this Lease shall cease and expire, and Tenant shall surrender the Demised Premises to Landlord. Notwithstanding such termination, Tenant's liability and obligation under all provisions of this Lease, including the obligation to pay Rent and any and all other amounts due hereunder shall survive and continue. In addition, in the event of Tenant's Default under this Lease, Landlord may, by notice to Tenant, accelerate the monthly installments of Rent due hereunder for the remaining portion of the Term or, as applicable, the Extended Term, in which event such amount, together with any sums then in arrears, shall immediately be due and payable to Landlord discounted to present value using the prime rate of interest announced by SunTrust Bank, Atlanta, Georgia, as of the date of such Default. Tenant hereby expressly agrees that its occupation of the Demised Premises after Default constitutes unlawful detainer as is defined by the law in force in the jurisdiction in which the Demised Premises are located. For purposes of calculating the amount of Percentage Rent due in accordance with this subparagraph (b), the Gross Sales for the year immediately preceding the year in which the Default has occurred shall be used and the amount of Percentage Rent shall be pro rated.

(c) If this Lease shall be terminated as provided hereinabove, Landlord may re-enter the Demised Premises and remove Tenant, its agents and sub-tenants, together with all or any of its property, by suitable action at law, or by force. Tenant waives any right to the service of any notice of Landlord's intention to re-enter and Landlord shall not be liable in any way in connection with any action it takes pursuant to this paragraph. Notwithstanding such re-entry or removal, Tenant's liability under the provisions of this Lease shall survive and continue.

(d) Landlord shall have the right, but not the obligation, to relet the whole or part of the Demised Premises upon terms which Landlord, in its sole discretion, deems appropriate and Tenant shall be

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responsible for all expenses incurred by Landlord in re-letting or attempting to re-let; provided that Landlord shall use reasonable efforts to mitigate Landlord's damages hereunder; provided further that Tenant shall not be liable for costs and expenses of repair's made necessary by Landlord's re-entry or possession of the Demised Premises.

(e) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law, and all such right and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default, and no waiver of Default shall be effective unless it is in writing, signed by the Landlord.

16. Holding Over. In the event Tenant, with the prior written consent of Landlord, continues to remain on the Demised Premises after the expiration of the Term or, as applicable, the Extended Term, then Tenant shall become a tenant by the month at a rental rate of one hundred fifty percent (150%) of the monthly installments of Base Rent then in effect, commencing said monthly tenancy with the first day following the end of the Term or, as applicable, the Extended Term; provided, however, that at any time prior to Landlord's acceptance of Rent from Tenant as a monthly tenant hereunder, Landlord, at its option, may reenter and take possession of the Demised Premises without process or by any legal process in force.

17. Assignment and Subletting. Tenant shall not, without prior written consent of Landlord, (which consent shall not be unreasonably withheld) mortgage, assign, sublet or otherwise part with possession of the whole or any part of the Demised Premises. A consent by Landlord to one mortgage, assignment or sublease shall not be deemed to be consent to any subsequent proposed mortgage, assignment or sublease. In the event Tenant is an entity, a change in ownership or control of such entity shall constitute an assignment subject to this paragraph.

18. Successors and Assigns. This Lease shall bind and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

19. Attorney's Fees. If litigation is commenced by either party hereto against the other in connection with the enforcement of any provision of this Lease, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including reasonable attorney's fees as determined by the court. The amount so allowed as attorney's fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

20. Indemnification. Tenant will indemnify Landlord (including its affiliates, agents, employees, officers and directors) against and hold it harmless from and promptly reimburse it for any and all costs, liabilities, losses or expenses and damages, including, without limitation, payments of money (fines, damages, legal fees, court costs, expenses, etc.) by reason of any claim, demand, tax penalty or judicial or administrative investigation or proceeding (even where Landlord's negligence is alleged) arising from or relating to this Lease, including, without limitation, compliance of the Demised Premises or any part thereof with all environmental laws, regulations and ordinances. At the election of Landlord, Tenant will also defend Landlord against same, provided that, in any event, Landlord shall have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Landlord financially. Tenant will also reimburse Landlord for all expenses reasonably incurred by Landlord to protect itself from, or to remedy, a Default under this Lease.

21. Personal Property of Tenant. All loss or damage to personal property of Tenant located in or on the Demised Premises shall be at the sole risk of Tenant, unless such loss or damage is caused by the gross negligence of Landlord, and Tenant hereby waives any right of subrogation or recovery it may have against Landlord for all loss or damage except loss or damage caused by Landlord's gross negligence.

22. Subordination and Attornment. This Lease is subject and subordinate to all deeds to secure debt which may now or hereafter affect the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required of any holder of security title in confirmation of such subordination. Notwithstanding the foregoing, Tenant covenants and agrees that it will, upon the written request of the party secured by such deed to secure debt, execute, acknowledge and deliver any instrument that evidences the subordination of this Lease to said deed to secure debt. Tenant further acknowledges and agrees that the party secured by any such deed to secure debt shall have the right to recognize this Lease and, in the event of a foreclosure sale under such deed to secure debt, this Lease may continue in full force and effect at the option of such holder of security title or the purchaser under such

sale. Tenant hereby agrees that Tenant will recognize as its landlord under this Lease, and shall attorn to, any person succeeding to the interest of Landlord with respect to the land on which the Demised Premises is contained upon any foreclosure of any deed to secure debt upon such land or upon the execution of any deed in lieu of such foreclosure pursuant to such deed to secure debt.

23. Estoppel Certificate. Tenant agrees, within seven (7) days after written request by Landlord, to execute, acknowledge and deliver to and in favor of any proposed grantee of security title to land containing the Demised Premises, an estoppel certificate, in the form customarily used by such parties, stating, among other things (i) whether this Lease is in full force and effect,

(ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment, (iii) the date to which rent and other charges have been paid, and (iv) whether Tenant knows of any default on the part of Landlord or has any claim against Landlord and, if so, specifying the nature of such default or claims.

24. Notices. All notices required by this Lease or deemed advisable by either party to the other shall be in writing and be transmitted with proper prepaid postage by Certified U.S. Mail, Return Receipt Requested, and, unless subsequently changed by either party in writing to the other, shall be addressed as follows:

To Tenant:

Eddie Dworetz  
1777 Ellsworth Industrial Boulevard  
Atlanta, Georgia 30318

To Landlord:

Stephen H. Greenspan  
c/o K&G Men's Center, Inc.  
1225 Chattahoochee Avenue, N.W.  
Atlanta, Georgia 30318

25. Applicable Law. This Lease shall be construed in accordance with the laws of the State of Georgia and the courts of that state have jurisdiction to settle any dispute arising under this Lease.

26. Entire Agreement. This Lease shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Lease may not be redemised, discharged, administered, changed or modified in a manner except by a written instrument signed by each of the parties hereto.

27. Waiver. Time and the punctual performance of all of the provisions hereof are of the essence. Waiver by either party of non-performance or any other breach of any provision hereof shall not operate as a waiver of any subsequent non-performance or other breach of the same or any other provision.

28. Severability. If any provision of this Lease or any portion or provision hereof applicable to any particular situation or circumstances is held invalid, the remainder of this Lease or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, this Lease is executed under seal as of the date and year first above written.

"LANDLORD"

G&R, Inc., a Georgia corporation

By: /s/ STEPHEN H. GREENSPAN

Title: President

Witness: Margery Greenspan

Title:

(CORPORATE SEAL)

"TENANT"

MALG, Inc., a Georgia corporation

By:

Title:

Attest:

Title: -----

(CORPORATE SEAL)

ASSIGNMENT AND ASSUMPTION OF  
AND AMENDMENT TO LEASE AGREEMENT

This Assignment and Assumption of and Amendment to Lease Agreement ("Agreement"), is made effective this 24th day of May, 2000 ("Effective Date"), by and among G&R, Inc, a Georgia corporation ("Landlord"), MALG, Inc., a Georgia corporation ("Assignor") and K&G Men's Center, Inc., a Delaware corporation ("Assignee").

WHEREAS, by lease agreement dated May 1, 1999 between Landlord and Assignor "Lease"), Landlord leased to Assignor and Assignor leased from Landlord a premises located at 1777 Ellsworth Industrial Boulevard, Atlanta, Georgia 30318 ("Demised Premises");

WHEREAS, subject to the terms and conditions contained herein, as of the Effective Date, the parties agree to amend the Lease, Assignor agrees to assign this Lease to Assignee and Assignee agrees to assume all obligations under the Lease and Landlord consents to such assignment, assumption and amendment;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, as of the Effective Date, the parties agree as follows:

I. AMENDMENT TO LEASE. The Lease is hereby amended as follows:

A. Paragraph 2. Paragraph 2 of the Lease is amended to add a second five (5) year option to extend the Term ("Second Extended Term"), which option shall be exercised by giving written notice of same to Landlord no later than six (6) months prior to expiration of the Extended Term. Base Rent during the Second Extended Term shall be at Fair Market Value. The Fair Market Value shall be determined as follows:

(1) Appraisal Method to Determine Fair Market Value of Base Rent.

(a) Appraisal. If within thirty (30) days after Tenant's exercise of its option for the Second Extended Term, the parties cannot agree upon the Base Rent to be paid at the commencement of the Second Extended Term, then, within thirty (30) days thereafter, each party, at its own cost, and by giving notice to the other party, shall appoint an M.A.I. real estate appraiser or licensed real estate broker familiar with similar properties in the market area of the Demised Premises to determine the Fair Market Value of the Base Rent for such term. If a party does not appoint an appraiser within such thirty (30) day period, the single appraiser appointed shall be the sole appraiser and shall set the Base Rent for the Second Extended Term.

(b) Meeting. If two (2) appraisers are chosen pursuant to subparagraph (a) above, the appraisers so chosen shall meet within ten (10) days after the second appraiser is appointed and, if within forty five (45) days after such first meeting the two (2) appraisers shall be unable to agree, they shall, as an express condition of their respective employment, appoint a third appraiser who shall be a competent and impartial person with qualifications similar to those required of the first two (2) appraisers. If they are unable to agree upon such appointment within

five (5) days after expiration of said forty-five (45) day period, the third appraiser shall be selected by the parties, if they can agree thereon, within a further period of five (5) days. If the parties do not so agree, then either party, on behalf of both, may request appointment of such a qualified person by a Judge of the Fulton County Superior Court, and the other party shall not raise any question as to such Judge's full power and jurisdiction to entertain the application for and make the appointment. The three (3) appraisers shall decide the dispute if it has not previously been resolved by following the procedure

set forth in subparagraph (c) below.

(c) Procedure. Where an issue cannot be resolved by either agreement between the two (2) appraisers selected by the parties or settlement between the parties, the issue shall be resolved by the three (3) appraisers in accordance with the following procedure. No later than thirty (30) days before the expiration of the Extended Term, the appraiser selected by each of the parties shall state in writing his or her determination of the then fair market value for the Base Rent for the Demised Premises, supported by the reasons therefor. The appraisers shall arrange for a simultaneous exchange of such proposed resolutions. The role of the third appraiser shall be to select, no later than fifteen (15) days before the expiration of the Extended Term, which of the two (2) proposed resolutions most closely approximates his or her determination of the then Fair Market Value of the Base Rent for the Demised Premises. The third appraiser shall have no right to propose a middle ground or any modification of either of the two (2) proposed resolutions. The resolution he or she chooses as most closely approximating his or her determination shall constitute the decision of the appraisers and be final and binding upon the parties.

(d) Failure to Act. Upon a failure, refusal or inability of any appraiser to act, his or her successor shall be appointed by him or her, but in the case of the third appraiser, his or her successor shall be appointed in the same manner as provided for appointment of the third appraiser. The appraisers shall attempt to decide the issue within ten (10) days after the appointment of the third appraiser. Each party shall pay the fee and expenses of its respective appraiser and both shall share the fee and expenses of the third appraiser, if any. Each party shall bear its own attorneys' fees and expenses.

(e) Determination After Commencement of Second Extended Term. In the event that the Fair Market Value of the Base Rent for the Second Extended Term is not established prior to the first day of the Second Extended Term, then Tenant shall continue to pay as Base Rent the Base Rent in effect during the last month of the Extended Term until such time as a determination of Fair Market Value of such Base Rent has been made. Within fifteen (15) days following such determination, Tenant shall pay to Landlord, or Landlord shall refund to Tenant, the difference, if any, between Base Rent paid during such period and Base Rent determined for the Second Extended Term, plus interest, at LIBOR plus one percent (1%), calculated from the first day of the Second Extended Term until the date of such payment or repayment.

B. Paragraph 4. Paragraph 4 of the Lease is amended to provide that neither a late charge nor interest shall be assessed unless a delinquent payment is not received within five (5) days after receipt of written notice of non-payment; provided, however, that Landlord shall not be required to provide more than two (2) such notices in any calendar year during the Term, including extensions.

C. Paragraph 5. Paragraph 5 of the Lease is amended to provide that the Demised Premises may be used for any legal retail use.

D. Paragraph 7. Paragraph 7 of the Lease is hereby amended to insert the following:

"Notwithstanding the foregoing (or anything contained elsewhere in the Lease to the contrary), Tenant's obligation to repair, replace and/or otherwise maintain the parking lot, structural walls (interior and exterior), foundation, roof, and HVAC system and to comply with governmental codes, regulations or statutes relating to the Demised Premises [collectively, "Structural Maintenance"] shall not exceed Two Hundred Thousand Dollars (\$200,000.00) during each five (5) year period of the Term, including extensions (i.e., May 1, 1999-April 30, 2004 (prorated from the Effective Date through the end of the Term); May 1, 2004-April 30, 2009; May 1, 2009-April 30, 2014) ["Tenant's Maintenance Cap"]. Only those costs incurred by Tenant for Structural Maintenance shall be included in the calculation of Tenant's Maintenance Cap. Any Structural Maintenance required for the Demised Premises in excess of Tenant's Maintenance Cap shall be performed and paid for by Landlord. Tenant shall provide to Landlord an annual accounting of Structural Maintenance costs incurred during each lease year, or partial lease

year. Additionally, Tenant agrees that it shall obtain no fewer than two (2) bids for any Structural Maintenance cost item in excess of Ten Thousand Dollars (\$10,000.00)."

E. Paragraph 9(a). Paragraph 9(a) of the Lease is amended to delete Landlord's right to approve Tenant's insurance carrier; provided, however, that such carrier maintain a Best's Insurance Guide Rating of at least A-:IX.

F. Paragraph 9(b). Paragraph 9(b) of the Lease is deleted in its entirety and the following inserted in its stead:

"(b) Tenant shall carry fire and extended coverage insurance in the amount of the full replacement value of its tenant improvements and personal property on or in the Demised Premises."

G. Paragraph 9.A. Paragraph 9.A. is inserted into the Lease, as follows:

"9.A. Landlord's Property Damage Insurance. Landlord shall at all times during the Term, including extensions, carry fire and extended coverage insurance covering the Demised Premises against (i) loss or damage by fire, lightning, vandalism, malicious mischief and flood, (ii) such other hazards as are presently included in so-called "all risk" replacement cost insurance, and (iii) any other insurance hazards as, under good insurance practices, from time to time, are insured against for properties of similar character and location. The amount of such insurance shall not be less than the full replacement cost of

the building and improvements on the Demised Premises without deduction for depreciation. Tenant shall reimburse Landlord the cost of the premium for such insurance within thirty (30) days following receipt of a copy of the premium statement and a certificate of insurance."

H. Paragraph 11. Paragraph 11 of the Lease is deleted in its entirety and the following inserted in its stead:

"If the Demised Premises, or any portion thereof, are damaged or destroyed by fire, flood, tornado or other casualty, Landlord shall promptly commence and thereafter diligently proceed to repair the Demised Premises. During such period of repair, this Lease shall remain in full force and effect; provided, however, that Base Rent shall be abated to the extent that the Demised Premises is untenantable. Following Landlord's repair work, Tenant shall repair and/or replace all trade fixtures, furniture and equipment in the Demised Premises which are damaged by such casualty. In the event that such casualty occurs during the last two (2) years of the Term and the period required to repair the Demised Premises exceeds six (6) months, Tenant may elect to terminate this Lease upon written notice, which notice shall be given within twenty (20) days following the expiration of said six (6) month period."

I. Paragraph 15(a) (iv). Paragraph 15(a) (iv) of the Lease is deleted in its entirety and the following inserted in its stead:

"(iv) If Tenant fails to pay an installment of Rent when same shall become due and payment and such failure continues for a period of ten (10) days following receipt of written notice from Landlord; provided, however, that Landlord shall only be obligated to provide three (3) such notices in any calendar year of the Term, including extensions."

M. Paragraph 15.A. Paragraph 15.A. is inserted into the Lease, as follows:

"15.A. Landlord Defaults. Except in the case of an emergency, in which event immediate action shall be required by Landlord, Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering

the Demised Premises whose name and address shall have theretofore been furnished to Tenant in writing; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the default by Landlord has not been cured within the time limits prescribed herein, Tenant may, along with any other remedies available at law or in equity, terminate the Lease as a result of Landlord's default, or offset any claimed amount against any minimum or additional Rent as it becomes due."

N. Paragraph 17. Paragraph 17 of the Lease is hereby amended as follows:

(1) To provide that upon notice to, but without Landlord's consent, Tenant may assign or sublet this Lease to a parent, subsidiary or affiliated entity; and

(2) To provide that a transfer of this Lease in the event of a sale or other transfer of all or substantially all of the stock and/or assets of Tenant shall not be deemed an assignment or sublet.

O. Paragraph 20. Paragraph 20 of the Lease is amended to insert the following at the end of the provision:

"Notwithstanding the above, claims arising from the gross negligence or willful misconduct of or breach of this Lease by Landlord, its agents or employees shall be excluded from Tenant's indemnification of Landlord."

P. Paragraph 23. Paragraph 23 of the Lease is amended as follows:

(1) To increase the seven (7) day period to ten (10) days; and

(2) To provide that upon written request of Tenant, Landlord shall provide a similar estoppel certificate to Tenant.

Q. Paragraph 24. Paragraph 24 of the Lease is hereby amended to provide for notices to Assignee as follows: K&G Men's Center, Inc., 1225 Chattahoochee Avenue, Atlanta, Georgia 30318, Attn: Lease Administration, with copies to: K&G Men's Center, Inc., 40650 Encyclopedia Circle, Fremont, California 94538, attn: Thomas L. Jennings.

R. Paragraph 29. Paragraph 29 is inserted into the Lease, as follows:

"29. Tenant Alterations. Tenant may make non-structural alterations to the Demised Premises without Landlord's consent. Any alterations to the Demised Premises which affect the structure of the Demised Premises shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed."

S. Paragraph 30. Paragraph 30 is inserted into the Lease, as follows:

"30. Tenant Signage. Tenant may install the maximum size and number of signs on the Demised Premises allowed by local ordinance. Tenant shall first submit Tenant's sign plans to Landlord for approval, which approval shall not be unreasonably withheld or delayed."

T. GENERAL. All other terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. It is understood

and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in

the Lease.

II. ASSIGNMENT AND ASSUMPTION OF LEASE.

A. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease.

B. Assignee hereby (a) accepts such assignment; and (b) assumes from Assignor and agrees to pay and perform, from and after the date hereof, as a direct obligation to Landlord, all of the obligations and liabilities of the Tenant under the Lease.

C. Landlord hereby consents to such assignment and assumption of and amendment to Lease.

D. The parties hereto agree that if Landlord now holds any sums of money to be applied on behalf of Assignor subject to the provisions of the Lease, Assignor hereby releases all claims to any such sums and agrees that such sums shall be held by Landlord for the benefit of Assignee, subject to the provisions of the Lease.

E. Assignee shall be entitled to exercise any option to extend the term of the Lease granted to Assignor in the Lease.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

G. This Agreement may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.

H. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

I. If any party hereto commences any action or proceeding against any other party hereto arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs of suit.

LANDLORD

G&R, Inc.  
a Georgia corporation

By: /s/ STEPHEN H. GREENSPAN  
-----  
Stephen H. Greenspan  
President

ASSIGNOR

MALG, Inc.  
a Georgia corporation

By: /s/ STEPHEN H. GREENSPAN  
-----  
Stephen H. Greenspan  
Vice President

ASSIGNEE

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

By: /s/ BRADLEY M. BELL  
-----  
Bradley M. Bell  
Vice President, Finance

## OFFICE LEASE

THIS LEASE, effective September 15, 2000 ("Lease"), is made by and between Brittmoore Interests, a partnership with principal offices at 9211 Reid Lake Drive, Houston, Texas 77064 (hereinafter referred to as "Lessor"), and Chelsea Market Systems, LLC, a limited liability corporation formed in the state of Delaware and with its principle offices at 1147 Brittmoore, Road Houston, Texas 77043-5003 (hereinafter referred to as "Lessee").

WITNESSETH: That the said Lessor hereby leases and demises unto the said Lessee the following described premises: the office building located at 1147 Brittmoore Road, Houston, Texas 77043-5003, which includes 9,700 square feet of office building ("Premises") and the surrounding parking area and grounds

TO HAVE AND TO HOLD the Premises from September 15, 2000, for the term of one (1) year thereafter, the said Lessee paying to the Lessor the monthly rent of eight thousand two hundred forty-five dollars (\$8,245), [\$ 98,940 per year], or eighty-five cents (\$.85) per square foot first being due on September 15, 2000, (prorated for the first partial month) which said sum is to be paid concurrent with the execution of this document and acknowledged herein, and the remaining eleven payments, in equal amounts, due on the 1st day of each succeeding month during the term of this Lease, subject to the following covenants:

1. Lessor grants to Lessee four (4) options to extend the term of this Lease for a period of one (1) year each ["Extension Term(s)"]. Lessee shall provide written notice of its intention to extend the term at least ninety (90) days prior to the expiration of the then-current term. All terms and conditions of this Lease shall continue in full force and effect during any Extension Term, excepting only that monthly rent shall be increased, effective the first day of each Extension Term, to: the product, obtained by multiplying the monthly rent in effect during the last month of the then-current term by a fraction, the numerator of which is the Index published nearest but prior to the commencement date of the recently exercised Extension Term, and the denominator of which is the Index published nearest but prior to the commencement of the prior term.

The term "Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the United States Department of Labor for the Greater Houston, Texas Metropolitan Area.

2. The Lessee hereby covenants with the Lessor that the Lessee will pay the rent herein reserved at the times and in the manner aforesaid, and will pay, directly to providers in a timely manner, all charges for utilities, services, maintenance, and repairs, including but not limited to gas, electricity, water, security, landscaping/lawn care, trash disposal, extermination, telephone, and taxes imposed against the Premises. Should said rent or charges herein provided for at any time remain due and unpaid for a period of ten (10) days following receipt of written notice of non-payment, Lessor may at Lessor's option, consider Lessee a Lessee at sufferance and immediately re-enter upon the Premises and the entire rent for the monthly rental period then next ensuing shall at once be due and payable and may be immediately collected by distress or otherwise. The Lessee will not use or permit the

Premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the Premises or to the comfort of the other Lessees, if any, of said building or its neighbors; and will not sublet or assign this lease nor any part thereof without the written consent of the Lessor, which consent shall not be

unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee may, upon notice to but without the consent of Lessor, assign or sublet this Lease in the following circumstances: (i) in the event of a sale or other transfer of all or substantially all of the stock and/or assets of Lessee; (ii) in the event of a merger or consolidation; and/or (iii) an assignment or sublet to a parent, subsidiary or affiliated entity.

3. The Lessee will keep the non-structural interior of the Premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances, together with the parking lot and landscaping surrounding the Premises (except as set forth below) in good and substantial repair and in clean condition, damage by fire, storm or other casualty excepted; and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the Premises; and will also permit the Lessor or Lessor's agents or employees, at all reasonable times upon reasonable notice, to enter into the Premises and inspect the condition thereof, and make such repairs as may be necessary; and will at the expiration of said term, without demand, quietly and peaceably deliver up the possession of the said Premises in good state and condition, normal wear and tear, damage or destruction by Lessor, fire, storm or other casualty excepted.
4. The Lessor shall keep, at its sole cost and expense, all structural portions of the Premises, the walls, foundation, roof and roof components and utilities to and under the floor slab of the Premises, plumbing, mechanical, electrical and HVAC systems in good condition and repair. Additionally, Lessor shall, at its sole cost and expense, replace the parking lot, perform any major resurfacing required thereof, and replace any and all landscaping, as necessary.
5. The Lessor hereby covenants with the Lessee that in case the building in which the Premises is located and/or the Premises or any part thereof, shall at any time be destroyed or so damaged by fire, storm or other casualty as to render same unfit for occupation or use, said Lessor shall have the option to terminate this Lease, or to repair and rebuild the Premises refunding or foregoing the rents hereby reserved, or a fair and just portion thereof, according to the damage sustained, until the Premises are repaired and fit for occupancy and use; and that the Lessee may quietly hold and enjoy the Premises without any interruption by the Lessor or any person claiming under the Lessor.
6. Insurance.

A. Liability Insurance.

(1) Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of combined single limit, general commercial liability insurance covering bodily injury and property damage insuring Lessee (and Lessor and Lessor's mortgagee as additional insureds) against any liability arising out of the use or, occupancy of the Premises. Such insurance shall be a combined

single limit policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Lessee shall maintain Worker's Compensation insurance at least in amounts required by the State of Texas. Lessee may carry such insurance in a blanket form of coverage.

(2) Lessor shall maintain general commercial liability insurance covering bodily injury and property damage with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence for the Premises and the surrounding parking lot and grounds. Such coverage may be carried in the form of primary and any other secondary coverage carried by Lessor including Lessor's umbrella policy, but which shall at all times total a minimum of Two Million Dollars (\$2,000,000.00).

B. Property Insurance.

(1) Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than ninety percent (90%) the total amount required by lenders having liens on the Premises, insuring the Premises against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises), and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to Lessor or to the holders of mortgages or deeds of trust on the Premises.

(2) Lessee shall maintain property insurance on all of Lessee's personal property in the Premises; provided, however, that Lessee may self-insure plate glass or any other insurance required under this provision. Lessee shall replace all damaged plate glass except that damaged by Lessor or its agents or replace any other personal property at Lessee's sole cost, excepting for costs incurred for any damage, if caused by Lessor or its agents.

C. Mutual Waiver of Subrogation. Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incidental to the perils insured against under this paragraph, which perils occur in, on or about the Premises and/or the surrounding parking lot and grounds, whether due to the negligence of the other party or their respective agents, employees, contractors and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

7. Indemnity.

(a) Except for the negligence or willful misconduct of Lessor or its agents, Lessee shall indemnify and hold harmless Lessor, its members, agents, contractors, employees and invitees, from and against any and all claims arising

from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold harmless Lessor, its members, agents, contractors, employees, and invitees, from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence or willful misconduct of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon written notice from Lessor, shall defend the same at Lessee's expense; alternatively, Lessee may select its own counsel, at Lessor's expense; such indemnity shall survive the expiration or earlier termination of this Lease. Excepting claims arising out of the negligence or willful misconduct of Lessor or its agents, Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to the Premises or injury to person, in, upon or about the parking area and ground surrounding the Premises arising from any cause and Lessee hereby waives all claims in

respect thereof against Lessor.

(b) Except for the negligence or willful misconduct of Lessee or its agents, Lessor shall indemnify and hold harmless Lessee, its shareholders, officers, directors, members, agents, contractors, employees, and invitees, from and against any and all claims arising from Lessor's use or ownership of the The parking and landscaped area surrounding the Premises, or from activity, work or things done permitted or suffered by Lessor in or about the common areas of the The parking and landscaped area surrounding the Premises and shall further indemnify and hold harmless Lessee from and against any an all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, or arising from any negligence or willful misconduct of the Lessor, or any of Lessor's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case of action or proceeding be brought against Lessee by reason of any such claim, Lessor, upon written notice from Lessee, shall defend the same at Lessor's expense; alternatively, Lessee may select its own counsel, at Lessor's expense; such indemnity shall survive the expiration or earlier termination of this Lease. Excepting claims arising from the negligence or willful misconduct of Lessee or its agents, Lessor, as a material part of the consideration to Lessee, hereby assumes all risk of damage to The parking and landscaped area surrounding the Premises or injury to persons, in, upon or about the Common Areas arising from any cause and Lessor hereby waives all claims in respect thereof against Lessee.

8. Insurance Requirements. All of the foregoing policies required pursuant to the provisions hereinabove shall be written with companies with at least a Best's rating of A-VIII and each such company shall be licensed and qualified to do business in the State of Texas

and shall provide that the other party hereto shall be given a minimum of ten (10) days written notice by any such insurance company prior to cancellation or termination of such coverage.

9. Lessor Defaults. Except in the case of an emergency, in which event immediate action shall be required by Lessor, Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within thirty (30) days after written notice by Lessee to Lessor and to the holder of any mortgage or deed of trust covering the Premises and/or The parking and landscaped area surrounding the Premises whose name and address shall have theretofore been furnished to Lessee in writing; provided, however, that if the nature of Lessor's obligations is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the default by Lessor has not been cured within the time limits prescribed herein, Lessee may, along with any other remedies available at law or in equity, terminate the Lease as a result of Lessor's default, or cure the default and offset any claimed amount, plus interest at eighteen percent (18%) per annum (provided, however, that such interest rate shall not exceed the maximum rate allowed by law) against any minimum or additional Rent as it becomes due.
10. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If twenty percent (20%) of the Premises or more than twenty-five percent (25%) of the The parking and landscaped area surrounding the Premises is taken by condemnation,

Lessor or Lessee may, at its respective option, by electing in writing within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. Notwithstanding the foregoing, Lessee shall be entitled to an abatement of Rent in the event any entry by Lessor or Lessor Work required with respect to a partial condemnation of the Premises interferes with Lessee's operations, to the extent Lessee is required to close and such abatement shall continue until Lessee can resume operating.

If Lessor or Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be proportionately reduced. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for relocation costs and loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such

condemnation except to the extent that Lessee has been reimbursed therefore by the condemning authority. In addition, Lessee shall be entitled to claim any other award allowed under law provided such claim does not diminish or adversely affect Lessor's award.

11. Lessee's Rights. If Lessor fails to perform Lessor's obligations under this Paragraph 6, or under another Paragraph of this Lease, within thirty (30) days after receipt of written notice of such default (except in the case of an emergency, in which case no notice shall be required); provided, however if such default is not capable of being cured within such thirty (30) day period, so long as Lessor is diligently attempting to obtain a cure, Lessor shall have such additional time to attempt to obtain such cure, Lessee may at its option (but shall not be required to) perform such obligations on Lessor's behalf and put the same in good order, condition and repair, and the cost thereof shall be due and payable by Lessor within ten (10) days after written notice to Lessor, or, in the alternative, Lessee may offset said amounts against Rent.
12. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Harris County, Texas.
13. Except in the case of an emergency, in which event immediate action shall be required by Lessor, Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within thirty (30) days after written notice by Lessee to Lessor and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing; provided, however, that if the nature of Lessor's obligations is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the default by Lessor has not been cured within the time limits prescribed herein, Lessee may, along with any other remedies available at law or in equity, terminate the Lease as a result of Lessor's default, or cure the default and offset any claimed amount, plus interest at eighteen percent (18%) per annum (provided, however, that such interest rate shall not exceed the maximum rate allowed by law) against any base or additional rent as it becomes due.
14. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, courier or expedited mail service or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Lessee or to Lessor at the address noted

below. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Lessor or Lessee hereunder shall be concurrently transmitted to such party or parties at such address as Lessor or Lessee may from time to time hereafter designate by notice to the other party.

Notices to Lessee shall be sent to the following address:

Chelsea Market Systems, LLC  
1147 Brittmoore Road  
Houston, Texas 77043-5003

Notices to Lessor shall be sent to the following address:

Brittmoore Interests  
9211 Reid Lake Drive  
Houston, Texas 77064

15. Neither party may assign this Lease without the written consent of the other party. Notwithstanding the foregoing, Lessee may assign this Lease upon notice to but without Lessor's consent in the event of a merger, consolidation or sale or other transfer of all or substantially all of the membership interests of Lessee.
16. Holding Over. If Lessee, with Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of the Lease pertaining to the obligations of Lessee. Options granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.
17. Binding Effect; Choice of Law. This Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state wherein the Premises are located.
18. Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare the rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorney's fees to be paid by the losing party, as fixed by the court.
19. Quiet Possession. Upon Lessee paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.
20. Force Majeure. Lessor and/or Lessee shall be excused for the period of delay in the performance of any of their respective obligations hereunder, excepting Lessor's obligation to pay a penalty for late delivery pursuant to Paragraph 3.3 hereof, and excepting Lessee's monetary obligations hereunder, and shall not be considered in default, when prevented from so performing due to a labor strike, riot, war, fire or other casualty, or through Acts of God.

The parties hereto have executed this Lease on the dates specified immediately below their respective signatures.

LESSOR

LESSEE

Brittmoore Interests  
a Texas partnership

Chelsea Market Systems, LLC  
a Delaware Limited Liability Corporation

By: /s/ JAY CONLIN

By: /s/ HARRY LEVY

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Jay Conlin  
Partner

Dated: March 22, 2001

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Harry Levy  
President

Dated: March 22, 2001.

SUBSIDIARIES OF THE REGISTRANT(1)

DOMESTIC SUBSIDIARIES:

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- The Men's Wearhouse of Michigan, Inc., a Delaware corporation(2)
- Value Priced Clothing, LLC, a Delaware limited liability company(3)
- TMW Realty Inc., a Delaware corporation(2)
- TMW Texas General LLC, a Delaware limited liability company(4)
- The Men's Wearhouse of Texas LP, a Delaware limited partnership(5)
- TMW Capital Inc., a Delaware corporation(2)
- TMW Equity LLC, a Delaware limited liability company(6)
- TMW Finance LP, a Delaware limited partnership(7)
- TMW Marketing Company, Inc., a California corporation(2)
- TMW Licensing I, Inc., a California corporation(8)
- TMW Licensing II, Inc., a California corporation(9)
- TMW Merchants LLC, a Delaware limited liability company(8)
- TMW Purchasing LLC, a Delaware limited liability company(10)
- Renwick Technologies, Inc., a Texas corporation(2)
- Chelsea Market Systems, LLC, a Delaware limited liability company(11)
- K&G Men's Center, Inc., a Delaware corporation(2)
- K&G Men's Company Inc., a Delaware corporation(12)

FOREIGN SUBSIDIARIES:

- - - - -

- Golden Moores Finance Company, a Nova Scotia unlimited liability company(2)
- Golden Moores Company, a Nova Scotia unlimited liability company(2)
- Moores Retail Group Inc., a New Brunswick corporation(13)
- Moores The Suit People Inc., a New Brunswick corporation(14) (15)
- Golden Brand Clothing (Canada) Ltd., a New Brunswick corporation(14)

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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 3, 2001.

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

(3) 100% owned by The Men's Wearhouse of Michigan, Inc. Value Priced Clothing, LLC does business under the name "Suit Warehouse".

(4) 100% owned by TMW Realty Inc.

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

(6) 100% owned by TMW Capital Inc.

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

(8) 100% owned by TMW Marketing Company, Inc.

(9) 100% owned by TMW Licensing I, Inc.

(10) 100% owned by TMW Merchants LLC.

(11) 50% owned by Renwick Technologies, Inc. The remaining 50% is owned by Harry Levy, an executive officer and director of The Men's Wearhouse, Inc.

(12) 100% owned by K&G Men's Center, Inc.; K&G Men's Company Inc. does business under the names K&G Men's Center, K&G Men's Superstore, K&G Men's Mart and K&G MenSmart.

(13) 100% owned by Golden Moores Company.

(14) 100% owned by Moores Retail Group Inc.

(15) Moores The Suit People Inc. does business under the name Moores Clothing for Men.

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 Numbers 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 23, 2001 appearing in this Annual Report on Form 10-K of The Men's Wearhouse, Inc. for the year ended February 3, 2001.

DELOITTE & TOUCHE LLP

Houston, Texas  
April 30, 2001

CONSENT OF INDEPENDENT AUDITORS

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 No. 33-48108, Registration Statement No. 33-48109, Post-Effective Amendment No. 1 to Registration Statement No. 33-48110, Registration Statement No. 33-61792, Registration Statement No. 333-21109, Registration Statement No. 333-21121, Registration Statement No. 33-74692, Registration Statement No. 333-53623, Registration Statement No. 333-72549 and Registration Statement No. 333-80033 of The Men's Wearhouse, Inc. on Form S-8 of our report dated March 5, 1999 appearing in this Annual Report on Form 10-K of The Men's Wearhouse, Inc. for the year ended February 3, 2001.

Ernst & Young LLP

Montreal, Canada  
April 30, 2001

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report dated March 17, 1999 appearing in this Annual Report on Form 10-K of The Men's Wearhouse, Inc. for the year ended February 3, 2001, into The Men's Wearhouse, Inc.'s previously filed Registration Statement No. 333-80609 of The Men's Wearhouse, Inc. on Form S-3 and Registration Statement No. 33-48108, Registration Statement No. 33-48109, Post-Effective Amendment No. 1 to Registration Statement No. 33-48110, Registration Statement No. 33-61792, Registration Statement No. 333-21109, Registration Statement No. 333-21121, Registration Statement No. 33-74692, Registration Statement No. 333-53623, Registration Statement No. 333-80033 and Registration Statement No. 333-72549 of The Men's Wearhouse, Inc. on Form S-8.

Arthur Andersen LLP

Atlanta, Georgia  
April 30, 2001