

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**DESTINATION XL GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**04-2623104**  
(I.R.S. Employer  
Identification No.)

**555 Turnpike Street**  
**Canton, MA**  
(Address of principal executive offices)

**02021**  
(Zip Code)

**DESTINATION XL GROUP, INC.**  
**STAND-ALONE INDUCEMENT RESTRICTED STOCK UNIT AWARD AGREEMENT**  
(Full title of the plan)

**Robert S. Molloy**  
**Chief Administrative Officer, General Counsel and Secretary**  
**Destination XL Group, Inc.**  
**555 Turnpike Street**  
**Canton, Massachusetts 02021**  
(Name and address of agent for service)

**(781) 828-9300**  
(Telephone number, including area code, of agent for service)

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

Large accelerated filer	<input type="checkbox"/>		Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>		Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>			

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.01 par value per share	96,153 shares	\$1.315	\$126,441	\$16.41

(1) This Registration Statement covers up to 96,153 shares of Common Stock issuable to our Chief Digital Officer upon vesting of restricted stock units granted as an inducement award in connection with his employment with the Company. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Common Stock which become issuable because of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of the outstanding shares of Common Stock.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and 457(h) of the Securities Act. The price per share and aggregate offering price are calculated on the basis of the average of the high and low prices of the Common Stock on the Nasdaq Global Select Market on December 12, 2019.

---

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information.**

The documents containing the information specified in Part I will be delivered in accordance with the instructions to Form S-8 and Rule 428(b) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "Commission"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement on Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

**Item 2. Registrant Information and Employee Plan Annual Information.**

The written statement required by Item 2 of Part I is included in documents delivered to participants in the plans covered by this Registration Statement pursuant to Rule 428(b) of the Securities Act.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The Registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Commission. The following documents, which are on file with the Commission, are incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on [Form 10-K](#) for the fiscal year ended February 2, 2019, as amended;
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above; and
- (c) The description of the Registrant's common stock contained in the Registrant's Registration Statement on [Form 8-A/A](#), filed on August 28, 2009, and all amendments and reports updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The Registrant's Restated Certificate of Incorporation, as amended (the "Certificate"), provides that no director of the Registrant shall be personally liable to the Registrant or to any of its stockholders for monetary damages arising out of such director's breach of fiduciary duty, except to the extent that the elimination or limitation of liability is not permitted by the Delaware General Corporation Law. The Delaware General Corporation Law, as currently in effect, permits charter provisions eliminating the liability of directors for breach of fiduciary duty, except that directors remain liable for (i) any breach of the directors' duty of loyalty to a company or its stockholders, (ii) acts or omissions not in good faith or which

---

involve intentional misconduct or a knowing violation of law, (iii) any payment of a dividend or approval of a stock repurchase that is illegal under Section 174 of the Delaware General Corporation Law, or (iv) any transaction from which the directors derived an improper personal benefit. The effect of this provision of the Certificate is that directors cannot be held liable for monetary damages arising from breaches of their duty of care, unless the breach involves one of the four exceptions described in the preceding sentence. The provision does not prevent stockholders from obtaining injunctive or other equitable relief against directors, nor does it shield directors from liability under federal or state securities laws.

The Certificate and the Registrant's By-Laws further provide for indemnification of the Registrant's directors and officers to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, including circumstances in which indemnification is otherwise discretionary. Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of expenses, including attorneys' fees but excluding judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit. And with the further limitation that in these actions, no indemnification shall be made in the event of any adjudication that the person is liable to the corporation, unless and only to the extent a court determines that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

The Registrant maintains an insurance policy on behalf of its directors and officers covering certain liabilities which may arise as a result of the actions of the directors and officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The exhibits filed as part of this Form S-8 are listed on the Exhibit Index immediately following "Item 9. Undertakings", which is incorporated herein by reference.

**Item 9. Undertaking.**

1. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however,* that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

---

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

#### **Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>
5.1	<a href="#">Opinion of Greenberg Traurig, LLP, counsel to the Registrant.</a>
10.1	<a href="#">Destination XL Group, Inc. Stand-Alone Inducement Restricted Stock Unit Award Agreement.</a>
23.1	<a href="#">Consent of Greenberg Traurig, LLP (included in Exhibit 5.1).</a>
23.2	<a href="#">Consent of KPMG LLP.</a>
24.1	<a href="#">Power of Attorney (included on signature page to this Registration Statement)</a>

---



December 16, 2019

Destination XL Group, Inc.  
555 Turnpike Street  
Canton, Massachusetts 02021

Re: Stand-Alone Inducement Restricted Stock Unit Award

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to 96,153 shares (the "Shares") of common stock, \$0.01 par value per share, of Destination Group XL, Inc., a Delaware corporation (the "Company"), that may be issued pursuant to that certain Stand-Alone Inducement Restricted Stock Unit Award Agreement dated December 16, 2019 (the "Inducement Award").

We have examined the Certificate of Incorporation and Bylaws of the Company, each as amended to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Inducement Award, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents, and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Inducement Award, to register and qualify the Shares for sale under all applicable state securities or "Blue Sky" laws. We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware and the federal laws of the United States of America. Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued upon the terms and conditions and in the manner set forth in the Inducement Award, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Greenberg Traurig, LLP

GREENBERG TRAUIG, LLP

**Greenberg Traurig, LLP | Attorneys at Law**

One International Place | Suite 2000 | Boston, Massachusetts 02110 | T +1 617.310.6000 | F +1 617.310.6001

Albany. Amsterdam. Atlanta. Austin. Berlin. Boca Raton. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London\*. Los Angeles. Mexico City†. Miami. Milan. Minneapolis. Nashville. New Jersey. New York. Northern Orlando. Philadelphia. Phoenix. Sacramento. San Francisco. Seoul‡. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv⁴. Tokyo. Warsaw. Washington, D.C. West Palm Beach. Westchester County.

Operates as: -Greenberg Traurig Germany, LLP; \*A separate UK registered legal entity; -Greenberg Traurig, S.C.; -Greenberg Traurig Santa Maria; -Greenberg Traurig LLP Foreign Legal Consultant Office; †A branch of Greenberg Traurig, P.A., Florida, USA; ‡GT Tokyo Horitsu Jimusho; -Greenberg Traurig Gzestak sp.k.

**DESTINATION XL GROUP, INC.**  
**STAND-ALONE INDUCEMENT RESTRICTED STOCK UNIT AWARD AGREEMENT**

**FOR**

**UJJWAL DHOOT**

1. **Grant of Restricted Stock Units.** DESTINATION XL GROUP, INC., a Delaware corporation (the “Company”), hereby grants, as of December 16, 2019 (“Date of Grant”), to **Ujjwal Dhoot** (the “Participant”) an award of 96,153 restricted stock units (the “RSUs”) (the “Award”) to be settled in shares of the Company’s common stock, \$.01 par value per share, subject to the terms and conditions as set forth herein. Among other things, this Award is paid in consideration for the non-compete provisions contained in the Participant’s Employment Agreement. This RSU award agreement (the “Agreement”) is issued as a stand-alone inducement grant outside of the Company’s 2016 Incentive Compensation Plan (the “2016 Plan”). Unless otherwise provided herein, however, terms used herein that are defined in the 2016 Plan and not defined herein shall have the meanings attributed thereto in the 2016 Plan. The Participant hereby acknowledges receipt of a copy of the 2016 Plan and agrees to be bound by all of the terms and conditions hereof and all applicable laws and regulations.

2. **Vesting of RSUs.**

(a) **General Vesting.** The RSUs shall become vested on April 1, 2020 and upon the following conditions, provided that the Continuous Service of the Participant continues through and on the applicable “Vesting Date”. There shall be no proportionate or partial vesting of RSUs in or during the months, days or periods prior to the applicable Vesting Date, and except as otherwise provided in Section 2(b) hereof, all vesting of RSUs shall occur only on the applicable Vesting Date and any RSUs that are not and do not become Vested RSUs pursuant to Section 2(a) of this Agreement shall be forfeited as of the date of the Participant’s termination of employment for any reason.

In the event employment is terminated by the Participant (other than for Good Reason as defined in the Participant’s employment agreement) on or before January 29, 2022, the Participant shall reimburse the Company the dollar amount of this Award, including any Gains, as defined in the Participant’s employment agreement, on the RSUs which were granted, within thirty (30) days following Participant’s termination of employment.

(b) **Acceleration of Vesting Upon Termination.** Notwithstanding Section 2(a), any unvested RSUs subject to this Agreement shall vest as follows:

(i) Upon termination of Continuous Service, on a Prorated Basis, in the event of a termination by the Company or any Related Entity without Justifiable Cause or by the Participant for Good Reason, provided that for purposes of Section 2(b)(i), a “**Prorated Basis**” means the number of RSUs multiplied by the following fraction: the number of days the Participant worked from the Date of Grant divided by 107 days (the number of days between the Date of Grant and the Vesting Date), or



(ii) Upon termination of Continuous Service, in full, in the event of (A) a termination by the Company or any Related Entity without Justifiable Cause, (B) termination by the Participant for Good Reason, or (C) death or termination by the Company for Disability, if such termination event occurs within the 18-month period immediately following a Change in Control.

Additionally, in the event the Participant becomes partially vested and forfeits RSUs pursuant to Section 2(b)(i) and a Change in Control occurs within the 6-month period immediately following the termination by the Company without Justifiable Cause or by the Participant for Good Reason, the Participant shall be paid an amount equal to the value of the RSUs that were forfeited upon his termination (including the value of any Dividend Equivalents that would have been awarded through the date of the Change in Control if the Participant had remained in Continuous Service through the date of the Change in Control), if any, calculated on the date immediately prior to the Change in Control and such payment, less lawful withholdings, shall be made in cash on the first payroll date following the six-month anniversary of the date of termination.

(c) **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) **“Delivery Date”** means any date occurring as promptly as practical (but in no event more than 30 days) following the date on which the RSUs become Vested RSUs pursuant to Section 2, provided that in the event the RSUs vest pursuant to Section 2(b), the Delivery Date shall be within five (5) days following the vesting date.

(ii) **“Non-Vested RSUs”** means any portion of the RSUs subject to this Agreement that has not become vested pursuant to this Section 2.

(iii) **“Vested RSUs”** means any portion of the RSUs subject to this Agreement that is and has become vested pursuant to this Section 2.

(d) **Additional Forfeiture Provisions.** Any RSUs that are not Vested RSUs, and that do not become Vested RSUs pursuant to Section 2(b) as a result of the Participant’s termination of Continuous Service for any reason or any RSUs that are not Vested RSUs, shall be forfeited immediately upon such termination of Continuous Service, without any payment to the Participant. The Committee shall have the power and authority to enforce on behalf of the Company any rights of the Company under this Agreement in the event of the Participant’s forfeiture of Non-Vested RSUs pursuant to this Section 2.

3. **Settlement of the Vested RSUs.** The Company shall deliver to the Participant, or in the event of the Participant’s death, to the Beneficiary or Beneficiaries designated by the Participant, or if the Participant has not so designated any Beneficiary(ies), or no Beneficiary survives the Participant, to the personal representative of the Participant’s estate, on the Delivery Date certificates (or other indicia of ownership) representing the Shares (or other consideration as permitted under the 2016 Plan) corresponding to the number of Vested RSUs.

4. **Rights with Respect to RSUs.**

(a) **No Rights as Shareholder Until Delivery.** Except as otherwise provided in this Section 4, the Participant shall not have any rights, benefits or entitlements with respect to the Shares corresponding to the RSUs unless and until those Shares are delivered to the Participant (and thus shall have no voting rights, or rights to receive any dividend declared, before those Shares are so delivered). On or after delivery, the Participant shall have, with respect to the Shares delivered, all of the rights of a holder of Shares granted pursuant to the articles of incorporation and other governing instruments of the Company, or as otherwise available at law.

(b) **Adjustments to Shares.** This Award shall be subject to the adjustments on the same terms and conditions as those provided for in Section 11(c) of the 2016 Plan.

(c) **No Restriction on Certain Transactions.** Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding RSUs awarded hereunder, shall not affect in any manner the right, power or authority of the Company or any Related Entity to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's or any Related Entity's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company or any Related Entity; (iii) any offer, issue or sale by the Company or any Related Entity of any capital stock of the Company or any Related Entity, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Shares represented by the RSUs and/or that would include, have or possess other rights, benefits and/or preferences superior to those that such Shares includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company or any Related Entity; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company or any Related Entity; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

(d) **Dividend Equivalents.** With respect to any RSUs that have not been settled or been forfeited, provided that the Participant's Continuous Service has not terminated prior to the dividend record date, the Participant shall have the right to receive distributions (the "Dividend Equivalents") from the Company equal to any dividends or other distributions that would have been distributed to the Participant if each of the outstanding RSUs instead was an issued and outstanding Share owned by the Participant. The number of RSUs awarded for a cash dividend or non-cash dividend other than a stock dividend shall be determined by (i) multiplying the number of outstanding RSUs held by the Participant pursuant to this Agreement as of the dividend record date by the amount of the dividend per Share and (ii) dividing the product so determined by the Fair Market Value of a Share on the dividend payment date. The number of RSUs awarded for a stock dividend shall be determined by multiplying the number of outstanding RSUs held by the Participant pursuant to this Agreement as of the dividend record date by the number of additional Shares actually paid as a dividend per Share. Any additional RSUs awarded pursuant to this Section 4(d) shall be awarded effective the date the dividend was paid, and shall have the same status, and shall be subject to the same terms and conditions (including without limitation the vesting and forfeiture provisions), under this Agreement as the RSUs to which they relate, and shall be distributed, reduced by any applicable withholding taxes, on the same Delivery Date as the RSUs

to which they relate (or if later, as of the applicable dividend payment date). Each Dividend Equivalent shall be treated as a separate payment for purposes of Section 409A (as defined in Section 9(i)).

5. **Transferability.** The RSUs are not transferable unless and until the Shares have been delivered to the Participant in settlement of the RSUs in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution, except that the RSUs may be transferred to one or more Beneficiaries or other transferees during the lifetime of the Participant, but only if and to the extent such transfers are permitted by the Committee (subject to any terms and conditions which the Committee may impose thereon), are by gift or pursuant to a domestic relations order, are to a “Permitted Assignee” that is a permissible transferee under the Securities and Exchange Commission for registration of shares of stock on a Form S-8 Registration Statement under the Securities Act of 1933, as amended. For this purpose, a Permitted Assignee shall mean (i) the Participant’s spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) a trust for the benefit of one or more of the Participant or the persons referred to in clause (i), (iii) a partnership, limited liability company or corporation in which the Participant or the persons referred to in clause (i) are the only partners, members or shareholders, or (iv) a foundation in which any person or entity designated in clauses (i), (ii) or (iii) above control the management of assets. A Beneficiary, transferee, executor, administrator, heir, successor and assign of the Participant or any other person claiming any rights with respect to the RSUs shall be subject to all terms and conditions of this Agreement, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any RSUs prior to the date on which the Shares have been delivered to the Participant in settlement of the RSUs shall be void ab initio. For purposes of this Agreement, “Transfer” shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

6. **Tax Matters.**

- (a) **Withholding.** As a condition to the Company’s obligations with respect to the RSUs (including, without limitation, any obligation to deliver any Shares) hereunder, the Participant shall make arrangements satisfactory to the Company to pay to the Company any federal, state, local or foreign taxes of any kind required to be withheld with respect to the delivery of Shares corresponding to such RSUs. If the Participant shall fail to make the tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including the withholding of any Shares that otherwise would be delivered to Participant under this Agreement) otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to such Shares.

- (b) **Satisfaction of Withholding Requirements.** The Participant may satisfy the withholding requirements with respect to the RSUs pursuant to any one or combination of the following methods:
- (i) payment in cash; or
  - (ii) payment by the withholding of Shares that otherwise would be deliverable to the Participant pursuant to this Agreement.
- (c) **Participant's Responsibilities for Tax Consequences.** The tax consequences to the Participant (including without limitation federal, state, local and foreign income tax consequences) with respect to the RSUs (including without limitation the grant, vesting and/or delivery thereof) are the sole responsibility of the Participant. The Participant shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters and the Participant's filing, withholding and payment (or tax liability) obligations.

7. **Amendment, Modification & Assignment.** This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Participant's rights hereunder) may not be assigned, and the obligations of Participant hereunder may not be delegated, in whole or in part. The rights and obligations created hereunder shall be binding on the Participant and his heirs and legal representatives and on the successors and assigns of the Company.

8. **Complete Agreement.** This Agreement (together with reference to the 2016 Plan) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

9. **Miscellaneous.**

- (a) **No Right to (Continued) Employment or Service.** This Agreement and the grant of RSUs hereunder shall not confer, or be construed to confer, upon the Participant any right to employment or service, or continued employment or service, with the Company or any Related Entity.
- (b) **No Limit on Other Compensation Arrangements.** Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

- (c) **Severability.** If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of RSUs hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).
- (d) **No Trust or Fund Created.** Neither this Agreement nor the grant of RSUs hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Participant or any other person. To the extent that the Participant or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.
- (e) **Law Governing.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).
- (f) **Interpretation / Provisions of Plan Control.** This Agreement is subject to all the terms, conditions and provisions of the 2016 Plan including, without limitation, any future amendment provisions thereof, and to such rules, regulations and interpretations relating to the 2016 Plan adopted by the Committee as may be in effect from time to time. Except as otherwise provided below, if and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the 2016 Plan, the 2016 Plan shall control, and this Agreement shall be deemed to be modified accordingly. This Agreement is subject to Section 11(f) of the Plan which requires, in part, that without the consent of the Participant, the Award granted pursuant to this Agreement may not be amended or altered in a way that materially and adversely affects the Participant and any future amendment of the 2016 Plan shall not impact this provision as it relates to the Award. The Participant accepts this Agreement subject to all of the terms and provisions of the 2016 Plan and this Agreement. The undersigned Participant hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the 2016 Plan and this Agreement, unless shown to have been made in an arbitrary and capricious manner. Notwithstanding anything to the contrary in the 2016 Plan, it is hereby acknowledged that the references in Sections 7(a) and 8(c) of the 2016 Plan to Section 11(e) of the 2016 Plan are intended to refer instead to Section 11(f) of the 2016 Plan (and will be interpreted as references to Section 11(f) of the 2016 Plan for purposes of this Agreement, and for purposes of the 2016 Plan in connection with this Agreement).

For the avoidance of doubt, Participant's good faith error in judgment in the normal course of business shall not be deemed "activity that is in conflict with or adverse

to the interest of the Company or any Subsidiary” as that phrase is used in Section 8(f)(ii) of the 2016 Plan.

- (g) **Headings.** Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.
- (h) **Notices.** Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company’s Secretary at 555 Turnpike Street, Canton, MA 02021, or if the Company should move its principal office, to such principal office, and, in the case of the Participant, to the Participant’s last permanent address as shown on the Company’s records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.
- (i) **Section 409A.** It is the intention of both the Company and the Participant that the benefits and rights to which the Participant could be entitled pursuant to this Agreement qualify for the short-term deferral exemption under Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder (“**Section 409A**”), or comply with Section 409A and the provisions of this Agreement shall be construed in a manner consistent with that intention. Notwithstanding the foregoing, the Company does not make any representation to the Participant that the shares of RSUs awarded pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A or that any other payments made under this Agreement are exempt from or comply with Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless the Participant or any Beneficiary for any such tax, additional tax, interest or penalties that the Participant or any Beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.
- (j) **Non-Waiver of Breach.** The waiver by any party hereto of the other party’s prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.
- (k) **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of December 16, 2019.

**COMPANY:**

**DESTINATION XL GROUP, INC., a Delaware corporation**

By: /s/ Harvey S. Kanter

Name: Harvey S. Kanter

Title: President and Chief Executive Officer

The Participant acknowledges receipt of a copy of the 2016 Plan and represents that he or she has reviewed the applicable provisions of the 2016 Plan and this Agreement and is familiar with and understands their terms and provisions, and hereby accepts this Agreement subject to all of the terms and provisions of the Agreement and the applicable provisions of the 2016 Plan. The Participant further represents that he or she has had an opportunity to obtain the advice of counsel prior to executing this Agreement.

**PARTICIPANT:**

Dated: December 16, 2019

By: /s/ Ujjwal Dhoot

Ujjwal Dhoot

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Destination XL Group, Inc.:

We consent to the use of our reports dated March 22, 2019 with respect to the consolidated balance sheets of Destination XL Group, Inc. and subsidiaries as of February 2, 2019 and February 3, 2018, and the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the years in the three-year period ended February 2, 2019, and the related notes (collectively, the consolidated financial statements), and the effectiveness of internal control over financial reporting as of February 2, 2019, which reports appear in the February 2, 2019 annual report on Form 10-K of Destination XL Group, Inc. incorporated by reference herein.

/s/ KPMG LLP

Boston, Massachusetts  
December 16, 2019