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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **July 20, 2007**

**0-15898**

(Commission File Number)

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**CASUAL MALE RETAIL GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of Incorporation)

**04-2623104**  
(IRS Employer  
Identification Number)

**555 Turnpike Street, Canton, Massachusetts 02021**  
(Address of registrant's principal executive office)

**(781) 828-9300**  
(Registrant's telephone number)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01 Entry into a Material Definitive Agreement.**

On July 20, 2007, Casual Male Retail Group, Inc. (the "Company") entered into a Master Loan and Security Agreement ("Master Agreement") with Banc of America Leasing & Capital, LLC ("BALC") for equipment financing. In conjunction with the Master Agreement, the Company entered into an Equipment Security Note (the "Note") whereby the Company borrowed an aggregate of \$17.4 million from BALC. The Note is secured by a security interest in all of the Company's rights, title and interest in and to certain equipment. The Note is due July 20, 2011 and accrues interest at a per annum rate of 1.75% plus the rate of interest equal to the 30-day published LIBOR rate. Principal and interest, in arrears, are payable monthly, commencing on August 20, 2007. The Company is subject to a prepayment penalty equal to 1% of the prepaid principal until July 20, 2008, 0.5% of the prepaid principal from July 21, 2008 through July 20, 2009 and no prepayment penalty thereafter. The Master Agreement includes covenants and default provisions that are customary for financings of this type and are similar and no more restrictive than the Company's existing credit facility with Bank of America, N.A.

On July 11, 2007, the Company amended its credit facility with Bank of America, N.A. by executing the First Amendment to Fifth Amended and Restated Loan and Security Agreement (the "First Amendment"). The First Amendment corrected the definition of Availability.

On July 20, 2007, the Company executed the Second Amendment to Fifth Amended and Restated Loan and Security Agreement as amended by that certain First Amendment dated July 11, 2007 (the "Second Amendment"). The Second Amendment permitted the Company to enter into the above Note and Master Agreement with BALC and also permitted BALC to take a first security interest on the applicable equipment up to the Company's indebtedness to BALC.

The foregoing description of loan documents does not purport to summarize all of their respective provisions and is qualified in its entirety by reference to such agreements filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, and Exhibit 10.4 to this Current Report on Form 8-K, which are incorporated herein by reference.

**ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On July 20, 2007, the Company entered in a Master Agreement and Note with Banc of America Leasing & Capital, LLC as described above under Item 1.01. The disclosures contained in Item 1.01 of this Report on Form 8-K are incorporated by reference.

**ITEM 9.01 Financial Statements and Exhibits**

## (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Master Loan and Security Agreement dated July 20, 2007 between the Company and Banc of America Leasing & Capital, LLC
10.2	Equipment Security Note Number 17608-70001 to the Master Loan and Security Agreement dated July 20, 2007 between the Company and Banc of America Leasing & Capital, LLC
10.3	First Amendment to Fifth Amended and Restated Loan and Security Agreement dated July 11, 2007 by and among the Company and Bank of America, N.A.
10.4	Second Amendment to Fifth Amended and Restated Loan and Security Agreement dated July 20, 2007 by and among the Company and Bank of America, N.A.

**SIGNATURES**

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

CASUAL MALE RETAIL GROUP, INC.

By: /s/ DENNIS R. HERNREICH

Name: Dennis R. Herreich

Title: Executive Vice President and Chief Financial Officer

Date: July 23, 2007



Banc of America Leasing &amp; Capital, LLC

Master Loan and Security Agreement Number: 17608-70000

This Master Loan and Security Agreement, dated as of **July 20, 2007** (this “**Agreement**”), is by and between **Banc of America Leasing & Capital, LLC**, a Delaware limited liability company having an office at One Financial Plaza, Providence, RI 02903 (together with its successors and assigns, (“**Lender**”), and **Casual Male Retail Group, Inc.** as “**Borrower**”, a corporation existing under the laws of the state of Delaware, and having its chief executive office and any organizational identification number as specified with its execution of this Agreement below. **Certain defined terms used herein are identified in bold face and quotation marks throughout this Agreement and in Section 14 below.** This Agreement sets forth the terms and conditions for the financing of Equipment between Lender and Borrower pursuant to one or more “**Equipment Notes**” incorporating by reference the terms of this Agreement, together with all exhibits, addenda, schedules, certificates, riders and other documents and instruments executed and delivered in connection with such Equipment Note (as amended from time to time, an “**Equipment Note**”). Each Equipment Note constitutes a separate, distinct and independent financing of Equipment and contractual obligation of Borrower. This Agreement is not an agreement or commitment by Lender or Borrower to enter into any future Equipment Notes or other agreements, or for Lender to provide any financial accommodations to Borrower. Lender shall not be obligated under any circumstances to advance any progress payments or other funds for any Equipment or to enter into any Equipment Note if there shall have occurred a material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower. This Agreement and each Equipment Note shall become effective only upon Lender’s acceptance and execution thereof at its corporate offices set forth above.

**1. Equipment Notes; Grant of Security Interest.** Lender and Borrower agree to finance Equipment described in one or more Equipment Notes entered into from time to time, together with all other documentation from Borrower required by Lender with respect to such Equipment Note. Upon receipt of any item or group of Equipment intended for financing hereunder, Borrower shall execute an Equipment Note, with all information fully completed and irrevocably accepting such Equipment for Equipment Note, and deliver such Equipment Note to Lender for its review and acceptance. To secure the punctual payment and performance of Borrower’s Obligations under each Equipment Note and, as a separate grant of security, to secure the payment and performance of all other Obligations owing to Lender, Borrower grants to Lender a continuing security interest in all of Borrower’s right, title and interest in and to all Equipment, together with: (i) all parts, attachments, accessories and accessions to, substitutions and replacements for, each item of Equipment; (ii) all accounts, chattel paper, and general intangibles arising from or related to any sale, lease, rental or other disposition of any Equipment to third parties, or otherwise resulting from the possession, use or operation of any Equipment by third parties, including instruments, investment property, deposit accounts, letter of credit rights, and supporting obligations arising thereunder or in connection therewith; (iii) all insurance, warranty and other claims against third parties with respect to any Equipment; (iv) all software and other intellectual property rights used in connection therewith; (v) proceeds of all of the foregoing, including insurance proceeds and any proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations; and (vi) all books and records regarding the foregoing, in each case, now existing or hereafter arising (the “**Collateral**”). Provided that there then exists no Event of Default, Lender’s security interest in Collateral subject to an Equipment Note shall terminate upon the payment and performance of all Obligations of Borrower under the applicable Equipment Note. Notwithstanding the grant of a security interest in any Collateral, Borrower shall have no right to sell, lease, rent, dispose or surrender possession, use or operation of any Equipment to any third parties without the prior written consent of Lender.

**2. Payments.** Each Equipment Note shall provide for scheduled “**Payments**” of principal and interest payable by Borrower to Lender in the amounts and at the times during the “**Equipment Note Term**” through and including the “**Maturity Date**”, all as provided in the Equipment Note. If any Payment or other amount payable hereunder is not paid within 10 days of its due date, Borrower shall pay an administrative late charge of 5% of the amount not timely paid. Such amount shall be payable in addition to all amounts payable by Borrower as a result of the exercise of any of the remedies herein provided. All Payments and other amounts payable under an Equipment Note shall be made in immediately available funds at Lender’s address above or such other place as Lender shall specify in writing. Except as specifically provided in the applicable Equipment Note, Borrower shall not have a right to prepay any Equipment Note. It is the intention of Lender to comply with all applicable usury laws and, accordingly, it is agreed that notwithstanding anything to the contrary contained herein or in any Equipment Note, in no event shall any provision herein or therein require or permit interest in excess of the maximum amount permitted by applicable law. If necessary to give effect to these provisions, Lender will, at its option, in accordance with applicable law, either refund any amount to Borrower to the extent in excess of that allowed by applicable law, or credit such excess amount against the then unpaid principal balance under the applicable Equipment Note(s). Unless otherwise provided herein, all amounts received under any Equipment Note will be applied, first, to accrued late charges, fees and other costs and expenses due and owing, second, to accrued interest and, third, to unpaid principal.

**3. Unconditional Financing; Disclaimer Of Warranties.** Borrower’s Obligations under each Equipment Note (i) shall be non-cancelable, absolute and unconditional under all circumstances for the entire Equipment Note Term, (ii) shall be unaffected by the loss or destruction of any Equipment, and (iii) shall not be subject to any abatement, deferment, reduction, set-off, counterclaim, recoupment or defense for any reason whatsoever. LENDER IS NOT A VENDOR OR AGENT OF THE EQUIPMENT VENDOR, AND HAS NOT ENGAGED IN THE SALE OR DISTRIBUTION OF ANY EQUIPMENT. LENDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO TITLE, MERCHANTABILITY, PERFORMANCE, CONDITION, EXISTENCE, FITNESS OR SUITABILITY FOR BORROWER’S PURPOSES OF ANY EQUIPMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENTS, THE CONFORMITY OF THE EQUIPMENT TO THE DESCRIPTION THEREOF IN ANY EQUIPMENT NOTE OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT. If Equipment is not delivered or properly installed, does not operate as warranted, becomes obsolete, or is unsatisfactory for any reason, Borrower shall make all claims on account thereof solely against Vendor and not against Lender. Borrower is solely responsible for the selection, shipment, delivery and installation of the Equipment and its Vendors, expressly disclaims any reliance upon any statements or representations made by Lender in connection therewith, and has received and approved the terms of any purchase orders, warranties, licenses or agreements with respect to the Equipment. To the extent that the manufacturer of Equipment provides any warranties with respect thereto, Borrower shall enforce such warranties and obtain at its own expense the customary services furnished by the manufacturer in connection with the Equipment.

**4. Use; Maintenance; Location; Inspection.** Borrower shall: (i) use, operate, protect and maintain the Equipment (a) in good operating order, repair, condition and appearance, in the same condition as when received, ordinary wear and tear excepted, (b) consistent with prudent industry practice (but in no event less than the extent to which Borrower maintains other similar equipment in the prudent management of its assets and properties), and (c) in compliance with all applicable insurance policies, laws, ordinances, rules, regulations and manufacturer's recommended maintenance and repair procedures, and (ii) maintain comprehensive books and records regarding the use, operation, maintenance and repair of the Equipment. The Equipment shall be used only within the 48 contiguous United States, solely for business purposes (and not for any consumer, personal, home, or family purpose), and shall not be abandoned or used for any unlawful purpose. Borrower shall not discontinue use of any Equipment except for normal maintenance nor, through modifications, alterations or otherwise, impair the current or residual value, useful life, utility or originally intended function of any Equipment without Lender's prior consent. Any replacement or substitution of parts, improvements, upgrades, or additions to the Equipment during the Equipment Note Term shall be part of the Collateral subject to Lender's security interest and subject to the Equipment Note, except that if no Event of Default exists, Borrower may at its expense remove improvements or additions provided by Borrower that can be readily removed without impairing the value, function or remaining useful life of the Equipment. Borrower shall not change the location or, in the case of over-the-road vehicles, the base of any Equipment specified in its Equipment Note without Lender's prior written consent. Lender shall have the right to enter any premises where Equipment is located and inspect it (together with related books and records) at any reasonable time.

**5. Loss And Damage.** Borrower assumes all risk of (and shall promptly notify Lender in writing of any occurrence of) any damage to or loss, theft, confiscation or destruction of any Equipment from any cause whatsoever (a "**Casualty**"). If any Equipment suffers a Casualty as to which the Casualty loss is in excess of \$100,000 Borrower shall promptly determine whether such Equipment is repairable and if Borrower determines that such item of Equipment is repairable Borrower shall at its expense promptly place the same in good repair, condition or working order. If any Equipment suffers a Casualty in excess of \$100,000 which Borrower determines is beyond repair or materially impairs its residual value (a "**Total Loss**"), Borrower shall notify Lender of same and shall at Lender's option either (a) promptly replace such Equipment with a similar item reasonably acceptable to Lender having an equivalent value, utility and remaining useful life of such Equipment, whereupon such replacement items shall constitute Equipment and Collateral for all purposes hereunder and the applicable Equipment Note, or (b) on the Payment date following such Casualty pay Lender the Prepayment Amount for such Equipment, together with the Payment scheduled for payment on such date, and all accrued interest, late charges and other amounts then due and owing under the Equipment Note. Upon such payment following a Total Loss, the Equipment Note with respect to the Equipment suffering a Total Loss shall be deemed discharged, and Lender's security interest in such Equipment shall terminate. If less than all Equipment under a Equipment Note suffers a Total Loss, (i) the Prepayment Amount with respect to any such item of Equipment shall be calculated by reference to the allocable portion of the unpaid principal balance of the applicable Equipment Note, as reasonably determined by Lender, and (ii) the remaining Payments under the Equipment Note shall be proportionately reduced as reasonably calculated by Lender upon Lender's receipt of the payments described above.

**6. Insurance.** Borrower, at its own expense, shall keep each item of Equipment insured against all risks for its replacement value, and in no event less than its Prepayment Amount, and shall maintain public liability and, with respect to any Equipment that is over-the-road vehicles, automotive liability insurance against such risks and for such amounts as Lender may require. All such insurance shall (a) be with companies rated "A-" or better by A.M. Best Company, in such form as Lender shall approve, (b) specify Lender and Borrower as insureds and provide that it may not be canceled or altered in any way that would affect the interest of Lender without at least 30 days' prior written notice to Lender (10 days' in the case of nonpayment of premium), (c) be primary, without right of contribution from any other insurance carried by Lender and contain waiver of subrogation and "breach of warranty" provisions satisfactory to Lender, (d) provide that all amounts payable by reason of loss or damage to Equipment shall be payable solely to Lender, unless Lender otherwise agrees, and (e) contain such other endorsements as Lender may reasonably require. Borrower shall provide Lender with evidence satisfactory to Lender of the required insurance upon the execution of any Equipment Note and promptly upon any renewal of any required policy.

**7. Indemnities; Taxes.** Borrower's indemnity and reimbursement obligations set forth below shall survive the cancellation, termination or expiration of any Equipment Note or this Agreement.

(a) **General Indemnity.** Borrower shall indemnify, on an after-tax basis, defend and hold harmless Lender and its respective officers, directors, employees, agents and Affiliates ("**Indemnified Persons**") against all claims, liabilities, losses and expenses whatsoever (except those determined by final decision of a court of competent jurisdiction to have been directly and primarily caused by the Indemnified Person's gross negligence or willful misconduct), including court costs and reasonable attorneys' fees and expenses (together, "**Attorneys' Fees**"), in any way relating to or arising out of the Equipment or any Equipment Note at any time, or the ordering, acquisition, rejection, installation, possession, maintenance, use, ownership, condition, destruction or return of the Equipment, including any claims based in negligence, strict liability in tort, environmental liability or infringement.

(b) **General Tax Indemnity.** Borrower shall pay or reimburse Lender, and indemnify, defend and hold Lender harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lender or Borrower in any way arising out of or related to the Equipment or any Equipment Note before or during the Equipment Note Term or after the Equipment Note Term following an Event of Default, including foreign, Federal, state, county and municipal fees, taxes and assessments, and property, value-added, sales, use, gross receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("**Impositions**"), excluding only Federal and state taxes based on Lender's net income. Upon Lender's request, Borrower shall furnish proof of its payment of any Imposition.

**8. Borrower Representations and Agreements.** Borrower represents, warrants and agrees that: (a) Borrower has had for the previous 5 years (except as previously disclosed to Lender in writing) the legal name and form of business organization in the state described above; (b) Borrower's chief executive office and notice address, taxpayer identification number and any organizational identification number is as described with its execution of this Agreement below; (c) Borrower shall notify Lender in writing at least 30 days before changing its legal name, state of organization, chief executive office location or organizational identification number; (d) Borrower is duly organized and existing in good standing under the laws of the state described above and all other jurisdictions where legally required in order to carry on its business, shall maintain its good standing in all such jurisdictions, and shall conduct its businesses and manage its properties in compliance with all applicable laws, rules or regulations binding on Borrower; (e) the execution, delivery and performance of this Agreement, each Equipment Note and Related Agreement to which it is a party has been duly authorized by Borrower, each of which are and will be binding on and enforceable against Borrower in accordance with their terms, and do not and will not contravene any other instrument or

agreement binding on Borrower; and (f) there is no pending litigation, tax or environmental claim, proceeding, dispute or regulatory or enforcement action (and Borrower shall promptly notify Lender of any of the same that may hereafter arise) that may adversely affect any Equipment or Borrower's financial condition or impair its ability to perform its Obligations.

**9. Title; Personal Property.** Borrower shall be the sole owner of Equipment free and clear of all liens or encumbrances, other than Lender's rights under the Equipment Note and except for the lien of Bank of America, N.A., as Collateral Agent under that certain Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006, as amended, between and among the Borrower, such Collateral Agent and certain lenders identified therein, which Collateral Agent lien shall be junior and subordinate to Lender's lien. Borrower will not create or permit to exist any lien, security interest, charge or encumbrance on any Equipment except those in favor of Lender and such Collateral Agent. The Equipment shall remain personal property at all times, notwithstanding the manner in which it may be affixed to realty. Borrower shall obtain and record such instruments and take such steps as may be necessary to (i) prevent any creditor, landlord, mortgagee or other entity (other than Lender and such Collateral Agent) from having any lien, charge, security interest or encumbrance on any Equipment, and (ii) ensure Lender's right of access to and removal of Equipment in accordance with the terms hereof.

**10. Default.** Each of the following (a "Default") shall, with the giving of any notice or passage of any time period specified, constitute an "Event of Default" hereunder and under all Equipment Notes: (1) Borrower fails to pay any Payments or other amount owing under any Equipment Note within 10 days of its due date; (2) Borrower fails to maintain insurance as required herein, or, except as permitted herein, sells, leases, assigns, conveys, or suffers to exist any lien, charge, security interest or encumbrance on, any Equipment without Lender's prior consent, or any Equipment is subjected to levy, seizure or attachment; (3) Borrower fails to perform or comply with any other covenant or obligation under any Equipment Note or Related Agreement and, if curable, such failure continues for 30 days after written notice thereof by Lender to Borrower; (4) any representation, warranty or other written statement made to Lender by Borrower in connection with this Agreement, any Equipment Note, Related Agreement or other Obligation, proves to have been incorrect in any material respect when made; (5) Borrower enters into any merger or consolidation with, or sells or transfers all or substantially all of its assets to, any entity, dies (if a natural person), dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence; (6) Borrower undertakes any general assignment for the benefit of creditors or commences any voluntary case or proceeding for relief under the federal bankruptcy code, or any other law for the relief of debtors, or takes any action to authorize or implement any of the foregoing; (7) the filing of any petition or application against Borrower under any law for the relief of debtors, including proceedings under the federal bankruptcy code, or for the subjection of property of Borrower to the control of any court, receiver or agency for the benefit of creditors if such petition or application is consented to by Borrower or is otherwise not dismissed within 60 days from the date of filing; (8) any default occurs under any other lease, credit or other agreement or instrument to which Borrower and Lender or any Affiliate of Lender are now or hereafter party; or (9) any default occurs under any other agreement or instrument to which Borrower is a party and under which there is outstanding, owing or committed an aggregate amount greater than \$5,000,000. Borrower shall promptly notify Lender in writing of any Default or Event of Default.

**11. Remedies.** (a) Upon the occurrence of an Event of Default, Lender may, in its discretion, exercise any one or more of the following remedies with respect to any or all Equipment Notes or Equipment: (1) accelerate the maturity of any Equipment Note and declare the Prepayment Amount thereof to be immediately due and payable together with any other unpaid principal, accrued interest or other amounts due and owing thereunder; (2) cause Borrower to promptly discontinue use of or disable any Equipment, and, at Borrower's expense, have the Equipment assembled, prepared and adequately protected for shipment (together with all related manuals, documents and records, and any other Collateral), and either surrendered to Lender in place or shipped (freight and insurance pre-paid) to such location as Lender may designate within the forty-eight contiguous United States, in the condition required under Section 4 hereof, qualified for the manufacturer's (or its authorized servicing representative's) then available service contract or warranty, and able to be put into immediate service and to perform at manufacturer's rated levels (if any); (3) remedy such Event of Default or proceed by court action, either at law or in equity, to enforce performance of the applicable provisions of any Equipment Note; (4) with or without court order, enter upon the premises where Equipment is located and repossess and remove the same, all without liability for damage to such premises or by reason such entry or repossession, except for Lender's gross negligence or willful misconduct; (5) dispose of any Equipment in a public or private transaction, or hold, use, operate or keep idle the Equipment, free and clear of any rights or interests of Borrower therein; (6) recover direct, incidental, consequential and other damages for the breach of any Equipment Note, including the payment of all unpaid principal, accrued interest and other amounts payable thereunder, and all costs and expenses incurred by Lender in exercising its remedies or enforcing its rights thereunder (including all Attorneys' Fees); (7) without notice to Borrower, apply or set-off against any Obligations all security deposits, advance payments, proceeds of letters of credit, certificates of deposit (whether or not matured), securities or other additional collateral held by Lender or otherwise credited by or due from Lender to Borrower; or (8) pursue all other remedies provided under the UCC or other applicable law. Borrower shall pay interest equal to the lesser of (a) 12% per annum, or (b) the highest rate permitted by applicable law ("**Default Rate**") on (i) any amount other than Payments owing under any Equipment Note and not paid when due, (ii) any Payment not paid within 30 days of its due date, and (iii) any amount required to be paid upon acceleration of any Equipment Note under this Section 11. Any payments received by Lender after an Event of Default, including proceeds of any disposition of Equipment, shall be applied in the following order: (A) to all of Lender's costs (including Attorneys' Fees), charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment or other Collateral or enforcing the provisions hereof; (B) to the satisfaction of all outstanding Obligations; and (C) the balance, if any, shall be disbursed to Borrower unless otherwise required by law. Lender shall account to Borrower for any surplus realized upon such sale or other disposition, and Borrower shall remain liable for any deficiency with respect to the Obligations.

(b) No remedy referred to in this Section 11 shall be exclusive, each shall be cumulative (but not duplicative of recovery of any Obligation) and in addition to any other remedy referred to above or otherwise available to Lender at law or in equity, and all such remedies shall survive the acceleration of any Equipment Note. Lender's exercise or partial exercise of, or failure to exercise, any remedy shall not restrict Lender from further exercise of that remedy or any other available remedy. No extension of time for payment or performance of any Obligation shall operate to release, discharge, modify, change or affect the original liability of Borrower for any Obligations, either in whole or in part. Lender may proceed against any Collateral, or may proceed contemporaneously or in the first instance against Borrower, in such order and at such times following an Event of Default as Lender determines in its sole discretion. In any action to repossess any Equipment or other Collateral, Borrower waives any bonds and any surety or security required by any applicable laws as an incident to such repossession. Notices of Lender's intention to accelerate, acceleration, nonpayment, presentment, protest, dishonor, or any other notice whatsoever (other than notices of Default specifically required of Lender pursuant to Section 10 above) are waived by Borrower. Any notice given by Lender of any disposition of Collateral or other intended action of Lender which is given in accordance with this Agreement at least 5 business days prior to such action, shall constitute fair and reasonable notice of such action.

(c) Borrower is or may become indebted under or in respect of one or more leases, loans, notes, credit agreements, reimbursement agreements, security agreements, title retention or conditional sales agreements, or other documents, instruments or agreements, whether now existing or hereafter arising, evidencing Borrower's obligations for the payment of borrowed money or other financial accommodations owing to one or more Affiliates of Lender or any of its successors by merger or otherwise ("Affiliated Obligations"). If Borrower pays or prepays all or substantially all of its Affiliated Obligations, whether or not such payment or prepayment is voluntarily or involuntarily made by Borrower before or after any default or acceleration of such Affiliated Obligations, then Borrower shall pay, at Lender's option and immediately upon notice from Lender, all or any part of Borrower's Obligations owing to Lender in connection with this Agreement, including but not limited to Borrower's payment of the Prepayment Amount for all or any Equipment Notes, as set forth in such notice from Lender.

**12. Assignment.** Lender and any Assignee may assign or transfer any of Lender's interests in any Equipment Note or Equipment without notice to Borrower. Borrower agrees that: (i) the rights of any Assignee shall not be affected by any breach or default of Lender or any prior Assignee, and Borrower shall not assert any defense, rights of set-off or counterclaim against any Assignee, nor hold or attempt to hold such Assignee liable for any such breach or default; (ii) unless otherwise agreed by Lender and Assignee, Lender shall have no duties or responsibilities as a secured party with respect to the applicable Equipment or Collateral after such assignment and Lender shall be released from such duties or responsibilities, and (iii) Borrower shall execute and deliver upon request such additional documents, instruments and assurances as Lender deems necessary in order to (y) acknowledge and confirm all of the terms and conditions of any Equipment Note and Lender's or such Assignee's rights with respect thereto, and Borrower's compliance with all of the terms and provisions thereof, and (z) preserve, protect and perfect Lender's or Assignee's right, title or interest hereunder and in any Equipment, including, without limitation, such UCC financing statements or amendments, control agreements, corporate or member resolutions, votes, notices of assignment of interests, and confirmations of Borrower's obligations and representations and warranties with respect thereto as of the dates requested. Lender may disclose to any potential Assignee any information regarding Borrower. **Borrower shall not sell, assign, pledge, hypothecate or in any way dispose of any of its rights or obligations under any Equipment Note, or enter into any lease of any Equipment, without Lender's prior written consent. Any purported sale, assignment, pledge, hypothecation, disposal or lease by Borrower made without Lender's prior written consent shall be null and void.**

**13. Financial and Other Data.** (a) During any Equipment Note Term, Borrower shall (i) maintain books and records in accordance with generally accepted accounting principles consistently applied ("GAAP") and prudent business practice; (ii) promptly provide Lender, within 120 days after the close of each fiscal year, and, upon Lender's request, within 45 days of the end of each quarter of Borrower's fiscal year, a copy of financial statements for Borrower requested by Lender, in each case prepared in accordance with GAAP and (in the case of annual statements) audited by independent certified public accountants and (in the case of quarterly statements) certified by the chief financial officer of Borrower, as applicable; provided, however, that for so long as Borrower is legally and timely filing annual and quarterly financial reports on Forms 10-K and 10-Q with the Securities and Exchange Commission which are readily available to the public, the filing of such reports shall satisfy the foregoing financial statement reporting requirements for such entity; and (iii) furnish Lender all other financial information and reports and such other information as Lender may reasonably request concerning Borrower or its respective affairs, or the Equipment or its condition, location, use or operation.

(b) Borrower represents and warrants that all information and financial statements at any time furnished by or on behalf of Borrower are accurate and reasonably reflect as of their respective dates, results of operations and the financial condition of Borrower. Credit and other information regarding Borrower, any Equipment Note or Equipment may be disclosed by Lender to its Affiliates, agents and potential Assignees, notwithstanding anything contained in any agreement that may purport to limit or prohibit such disclosure.

#### **14. Definitions**

As used herein, the following terms shall have the meanings assigned or referred to them below:

**"Affiliate"** means any entity controlling, controlled by or under common control with the referent entity; **"control"** includes (i) the ownership of 25% or more of the voting stock or other ownership interest of any entity and (ii) the status of a general partner of a partnership or managing member of a limited liability company.

**"Assignee"** means any assignee or transferee of all or any of Lender's right, title and interest in any Equipment Note or any Equipment.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Equipment"** means the items, units and groups of personal property, licensed materials and fixtures described in each Equipment Note, together with all replacements, parts, additions, accessories and substitutions therefor; and **"item of Equipment"** means a commercial unit of such property which in commercial usage is treated as a single whole, division of which materially impairs its character or value on the market or in use, and includes each functionally integrated and separately marketable group or unit of Equipment and may be a single article (such as a machine) or a set of articles (such as a suite of furniture or a line of machinery).

**"Obligations"** means and includes all obligations of Borrower owing to Lender under this Agreement, any Equipment Note or Related Agreement, together with all other obligations, indebtedness and liabilities of Borrower to Lender under any other financings, leases, loans, notes, progress payment agreements, guaranties or other agreements, of every kind and description, now existing or hereafter arising, direct or indirect, joint or several, absolute or contingent, whether for payment or performance, regardless of how the same may arise or by what instrument, agreement or book account they may be evidenced, including without limitation, any such obligations, indebtedness and liabilities of Borrower to others which may be obtained by Lender through purchase, negotiation, discount, transfer, assignment or otherwise.

**"Prepayment Amount"** means, collectively, the entire unpaid principal balance of any Equipment Note as of any particular date, together with (a) all accrued interest and other charges then owing under such Equipment Note, and (b) the prepayment charge provided in the applicable Equipment Note, if any.

**"Related Agreement"** means and includes and any approval letter or progress payment, assignment, security or other agreement or addendum related to this Agreement, any Equipment Note or any Collateral to which Borrower is a party.

**"UCC"** means the Uniform Commercial Code in effect in the state specified in Section 15(f) of this Agreement.

**"Vendor"** means the manufacturer, distributor, supplier or other seller (whether or not a merchant or dealer) of the Equipment and any sales representative or agent thereof.



**15. Miscellaneous.** (a) At Lender's request, Borrower shall execute, deliver, file and record such financing statements and other documents as Lender deems necessary to protect Lender's interest in the Equipment and to effectuate the purposes of any Equipment Note or Related Agreement, and Borrower authorizes, and irrevocably appoints Lender as its agent and attorney-in-fact, with right of substitution and coupled with an interest, to (i) execute, deliver, file, and record any such item, and to take such action for Borrower and in Borrower's name, place and stead, (ii) make minor corrections to manifest errors in factual data in any Equipment Note and any addenda, attachments, exhibits and riders thereto, and (iii) after the occurrence of an Event of Default, enforce claims relating to the Equipment against insurers, Vendors or other persons, and to make, adjust, compromise, settle and receive payment under such claims; but without any obligation to do so.

(b) Federal law requires all financial institutions to obtain, verify and record information that identifies each entity that obtains a loan or other financial accommodation. The first time Borrower requests a financial accommodation from Lender, the Lender may ask for Borrower's legal name, address, tax ID number and other identifying information. Borrower shall promptly provide copies of business licenses or other documents evidencing the existence and good standing of Borrower requested by Lender.

(c) Time is of the essence in the payment and performance of all of Borrower's Obligations under any Equipment Note or Related Agreement. This Agreement, and each Equipment Note or Related Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. All demands, notices, requests, consents, waivers and other communications concerning this Agreement and any Equipment Note or Related Agreement shall be in writing and shall be deemed to have been duly given when received, personally delivered or three business days after being deposited in the mail, first class postage prepaid, or the business day after delivery to an express carrier, charges prepaid, addressed to each party at the address provided herein, or at such other address as may hereafter be furnished in writing by such party to the other.

(d) Except as otherwise agreed between Borrower and Lender in writing, Borrower shall reimburse Lender upon demand for costs and expenses incurred by Lender in connection with the execution and delivery of this Agreement, any Equipment Note or Related Agreement. Borrower shall reimburse Lender on demand for all costs (including Attorneys' Fees) incurred by Lender in connection with Borrower's exercise of any purchase or extension option under any Equipment Note, or any amendment or waiver of the terms of this Agreement or any Equipment Note or Related Agreement requested by Borrower.

(e) Any provisions of this Agreement or any Equipment Note or Related Agreement which are unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions thereof, and any such unenforceability shall not render unenforceable such provisions in any other jurisdiction. Any requirement for the execution and delivery of any document, instrument or notice may be satisfied, in Lender's discretion, by authentication as a record within the meaning of, and to the extent permitted by, Article 9 of the UCC.

(f) THIS AGREEMENT AND ANY EQUIPMENT NOTE OR RELATED AGREEMENT, AND THE LEGAL RELATIONS OF THE PARTIES THERETO, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES; THE PARTIES CONSENT AND SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF SUCH STATE FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING THEREFROM, AND EXPRESSLY WAIVE ANY OBJECTIONS THAT IT MAY HAVE TO THE VENUE OF SUCH COURTS. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT THERETO. IN NO EVENT SHALL LENDER HAVE ANY LIABILITY TO BORROWER FOR INCIDENTAL, GENERAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

(g) EACH EQUIPMENT NOTE, TOGETHER WITH THIS AGREEMENT AND ANY RELATED AGREEMENTS, (i) CONSTITUTES THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES SUPERSEDING ALL CONFLICTING TERMS OR PROVISIONS OF ANY PRIOR PROPOSALS, APPROVAL LETTERS, TERM SHEETS OR OTHER AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES, (ii) MAY NOT BE CONTRADICTED BY EVIDENCE OF (y) ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS, OR (z) ANY CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES; and (iii) MAY NOT BE AMENDED, NOR MAY ANY RIGHTS THEREUNDER BE WAIVED, EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTY CHARGED WITH SUCH AMENDMENT OR WAIVER.

**In Witness Whereof**, Lender and Borrower have executed this Agreement as of the date first above written.

**BANC OF AMERICA LEASING & CAPITAL, LLC (Lender)**

**CASUAL MALE RETAIL GROUP, INC. (Borrower)**

By: /s/ David R. Cournoyer

By: /s/ Dennis R. Hernreich

Print Name: David R. Cournoyer

Print Name: Dennis R. Hernreich

Title: Senior Vice President

Title: Executive Vice President, Chief Financial Officer, Chief Operating Officer and Treasurer

Taxpayer ID #: 04-2623104

Org. ID # (if any)

Chief Executive Office: 555 Turnpike Street  
Canton, MA 02021



Banc of America Leasing &amp; Capital, LLC

Equipment Security Note Number 17608-70001

This Equipment Security Note No. 17608-70001, dated as of July 20, 2007 (this "**Equipment Note**"), is entered into pursuant to and incorporates by this reference all of the terms and provisions of that certain Master Loan and Security Agreement No. 17608-70000 dated as of July 20, 2007 (the "**Master Agreement**"), by and between **Banc of America Leasing & Capital, LLC** ("**Lender**") and Casual Male Retail Group, Inc. ("**Borrower**"). All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the Equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of an "**Event of Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional, and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

**1. Equipment Financed; Equipment Location; Grant of Security Interest.** Subject to the terms and provisions of the Master Agreement and as provided herein, Lender is providing financing in the principal amount described in Section 2 below to Borrower in connection with the acquisition or financing of the following described Equipment:

Quantity	Description	Serial Number	Cost
		See Exhibit A attached hereto	

**Location of Equipment.** The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location	Address	City	County	State	ZIP
			See Exhibit B attached hereto		

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

**2. Payments.** For value received, Borrower promises to pay to the order of Lender, the principal amount of \$17,375,631.94, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in 48 consecutive monthly, installments of principal and interest (the "**Payments**") commencing on August 20, 2007 (the "**Initial Payment**") and continuing thereafter through and including July 20, 2011 (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

(a) **Interest Rate.**

Interest shall accrue on the entire principal amount of this Equipment Note outstanding for any calendar month or portion thereof, at a per annum rate of interest equal to (i) one and <sup>75</sup>/<sub>100</sub> percent (1.75%) plus the rate of interest equal to the "average of interbank offered rates for dollar deposits in the London Market based on quotations of sixteen (16) major banks" for a term of 30 days as published in the Wall Street Journal under a heading entitled "Money Rates, London Interbank Offered Rates (LIBOR)" or any future or substitute heading, on the fifteenth day of the month preceding the Payment Date for the applicable Payment, or (ii) if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**").

**(b) Payment Amount.**

The amount of each Payment shall consist of \$361,992.33 of principal, plus all interest accrued at the Interest Rate.

**3. Prepayment** The outstanding principal balance of this Equipment Note may be prepaid in whole or part at any time, together with interest and late charges accrued through the date of the prepayment, provided that such prepayment shall be accompanied by a prepayment charge calculated as follows: one percent (1%) of the amount of the prepaid if such prepayment occurs during the period from the date of this Equipment Note to the first anniversary hereof; one-half percent (0.5%) of the amount prepaid if such prepayment occurs during the period commencing on the first day after the first anniversary hereof and continuing through the second anniversary hereof; and no prepayment charge if such prepayment occurs thereafter. Partial prepayments shall be applied against principal installments in their inverse order of maturity. A prepayment charge will not be due if this Equipment Note is refinanced with the Lender.

**4. Borrower Acknowledgements.** Upon delivery and acceptance of the Equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such Equipment and the Payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default or Event of Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower since May 5, 2007;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with Vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

**BANC OF AMERICA LEASING & CAPITAL, LLC**

**Borrower: CASUAL MALE RETAIL GROUP, INC.**

By: \_\_\_\_\_ /s/ DAVID R. COURNOYER  
Printed Name: **David R. Cournoyer**  
Title: **Senior Vice President**

By: \_\_\_\_\_ /s/ DENNIS R. HERNREICH  
Printed Name: **Dennis R. Hernreich**  
Title: **Executive Vice President, Chief Financial Officer,  
Chief Operating Officer and Treasurer**

July 11, 2007

Casual Male Retail Group, Inc.  
555 Turnpike Street  
Canton, Massachusetts 02021  
Attention: Dennis Heinrich  
Chief Financial Officer

**Re: Fifth Amended and Restated Loan and Security Agreement.**

Dear Mr. Heinrich:

Reference is made to a certain Fifth Amended and Restated Loan and Security Agreement dated December 20, 2006 by and among others Bank of America, N.A., as Agent, and Casual Male Retail Group, Inc., as Borrower (the "Loan Agreement"). Please be advised that the definition of Availability set forth in the Loan Agreement is amended by deleting clause (a)(iv) therefrom so as not to deduct Availability Reserves from the Revolving Credit Commitments when determining Availability. Notwithstanding the foregoing, Availability Reserves continue to be deducted from the Borrowing Base when calculating Availability.

Please acknowledge your acceptance of the foregoing Amendment by endorsing a copy of this letter and returning it to the undersigned.

Very truly yours,

BANK OF AMERICA, N.A.

/s/ Peter A. Foley  
\_\_\_\_\_  
Peter A. Foley

ACKNOWLEDGED AND ACCEPTED

CASUAL MALE RETAIL GROUP, INC.

/s/ Dennis R. Heinrich  
\_\_\_\_\_  
Dennis Heinrich  
Chief Financial Officer

**SECOND AMENDMENT TO  
FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Second Amendment to Fifth Amended and Restated Loan and Security Agreement (the "Second Amendment") is made as of this 20<sup>th</sup> day of July, 2007 by and among

CASUAL MALE RETAIL GROUP, INC., and CMRG APPAREL, LLC (successor by conversion to DESIGNS APPAREL, INC.) (referred to individually as a "Borrower" and collectively as the "Borrowers"); and

CASUAL MALE RETAIL GROUP, INC., as Borrowers' Representative for the Borrowers; and

BANK OF AMERICA, N.A., NATIONAL CITY BUSINESS CREDIT, INC., WELLS FARGO FOOTHILL, LLC, LASALLE RETAIL FINANCE, A DIVISION OF LASALLE BUSINESS CREDIT, INC., AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION, GENERAL ELECTRIC CAPITAL CORPORATION and JPMORGAN CHASE BANK (together with each of their successors and assigns, referred to individually as a "Revolving Credit Lender" and collectively as the "Revolving Credit Lenders"); and

BANK OF AMERICA, N.A., NATIONAL CITY BUSINESS CREDIT, INC., LASALLE RETAIL FINANCE, A DIVISION OF LASALLE BUSINESS CREDIT, AS AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION, and JPMORGAN CHASE BANK (together with each of their successors and assigns, referred to individually as a "Last Out Revolving Lender" and collectively as the "Last Out Revolving Lenders" and together with the Revolving Credit Lenders, hereinafter the "Lenders"); and

BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent for the Lenders; and

WELLS FARGO FOOTHILL, LLC, as Syndication Agent; and

NATIONAL CITY BUSINESS CREDIT, INC., as Documentation Agent (together with the Administrative Agent, Collateral Agent and Syndication Agent, the "Agents").

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H

- A. Reference is made to the Fifth Amended and Restated Loan and Security Agreement dated as of December 28, 2006 by and among the Borrowers, the Borrowers' Representative, the Lenders and the Agents, as amended by that certain Amendment dated July 11<sup>th</sup>, 2007, (as amended and in effect the "Credit Agreement").

- B. The Borrowers have requested that the Agents and the Majority Lenders agree to amend the Credit Agreement to allow the Loan Parties to incur certain Indebtedness and grant certain Encumbrances.
- C. The Agents and the Majority Lenders, subject to the terms and conditions of this Second Amendment have agreed to modify the Credit Agreement.

Accordingly, the Agents, the Majority Lenders, the Loan Parties, and the Borrowers' Representative agree as follows:

- 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.
- 2. Amendment to Credit Agreement.
  - a. Article 1 of the Credit Agreement is amended by adding the following definitions in alphabetical order:
    - (i) "**BALC**" means Bank of America Leasing & Capital, LLC, and its successors and assigns.
    - (ii) "**BALC Indebtedness**" means Indebtedness pursuant to the BALC Loan Agreement in the aggregate principal amount not to exceed \$20,000,000 less all principal payments made by the Borrowers to BALC pursuant to the terms thereof.
    - (iii) "**BALC Loan Agreement**" means that certain Master Loan and Security Agreement and Equipment Security Note each dated as of July \_\_, 2007 entered into among others BALC and Casual Male Retail Group, Inc., as each is in effect as of the date hereof.
    - (iv) "**BALC Equipment**" means the Equipment specifically set forth on Exhibit 1.1(a) hereto.
  - b. Article 1 of the Credit Agreement is amended as follows:
    - (i) The definition of "**Permitted Encumbrances**" is amended by adding a clause (c) thereto which provides as follows:
      - (c) Encumbrances on the BALC Equipment solely to the extent securing the BALC Indebtedness.

- (ii) The definition of “**Permitted Indebtedness**” is amended by adding a clause (j) thereto which provides as follows:
      - (j) The BALC Indebtedness.
  - c. Article 4 of the Credit Agreement is amended as follows:
    - (i) Section 4.8(a) of the Credit Agreement is amended as follows:
      - (1) The proviso set forth at the end of the first sentence of Section 4.8(a) is deleted in its entirety and replaced with the following:

*provided, however, that the Loan Parties will not make, directly or indirectly, any payments or other distributions (whether in cash, securities, or other property) of or in respect of the Rochester Indebtedness, principal of or interest of any Subordinated Interest, or principal of or interest of the BALC Indebtedness, except for the following:*
      - (ii) Section 4.8(a) of the Credit Agreement is further amended by adding a new subclause (iv) thereto which reads as follows:
        - (iv) With respect to the BALC Indebtedness, regularly scheduled payments of interest, and principal, so long as of the date of such payment, and after giving effect thereto, there exists no Default.
- 3. Ratification of Loan Documents. Except as otherwise provided for herein, the terms and conditions of the Credit Agreement and of the other Loan Documents remain in full force and effect, and each Loan Party hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of, and the warranties and representations set forth, therein.
- 4. Subordination of Collateral Agent’s Security Interest in BALC Equipment. The Collateral Agent and Majority Lenders acknowledge and agree that the Collateral Agents’ security interest in the BALC Equipment shall be junior and subordinate to the BALC’s security interest in the BALC Equipment solely to the extent such security interest is a Permitted Encumbrances. Upon the request of BALC, the Collateral Agent shall execute such documents or file such UCC-3 amendments to evidence the foregoing subordination.

5. Conditions Precedent to Effectiveness. This Second Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Administrative Agent:
  - a. This Second Amendment shall have been duly executed and delivered by the respective parties hereto, and, shall be in full force and effect.
  - b. All action on the part of the Loan Parties necessary for the valid execution, delivery and performance by the Loan Parties of this Second Amendment shall have been duly and effectively taken and evidence thereof satisfactory to the Administrative Agent shall have been provided to the Administrative Agent.
  - c. The Loan Parties shall have provided such additional instruments and documents to the Administrative Agent as the Administrative Agent and the Administrative Agent's counsel may have reasonably requested.
6. Miscellaneous.
  - a. This Second Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
  - b. This Second Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
  - c. Any determination that any provision of this Second Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Second Amendment.
  - d. The Loan Parties shall pay on demand all reasonable costs and expenses of the Administrative Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Second Amendment.



- e. Each Loan Party warrants and represents that the Loan Party has consulted with independent legal counsel of each Loan Party's selection in connection with this Second Amendment and is not relying on any representations or warranties of the Administrative Agent or its counsel in entering into this Second Amendment.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year first above written.

CASUAL MALE RETAIL GROUP, INC.,  
a Delaware corporation, as Borrower and  
Borrowers' Representative

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief Operating Officer,  
Chief Financial Officer, Treasurer and Secretary

CMRG APPAREL, LLC, as Borrower

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief Operating Officer,  
Chief Financial Officer, Treasurer and Secretary

("GUARANTORS")

CASUAL MALE CANADA INC.

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CAPTURE, LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial Officer, Treasurer and  
Secretary

CASUAL MALE STORE, LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CASUAL MALE RETAIL STORE, LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CASUAL MALE DIRECT, LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CASUAL MALE RBT, LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CASUAL MALE RBT (U.K.) LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CANTON PL LIQUIDATING CORP.

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

THINK BIG PRODUCTS LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

CASUAL MALE JAREDM LLC

By: /s/ Dennis R. Hernreich  
Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

By: /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

BANK OF AMERICA, N.A.  
(ADMINISTRATIVE AGENT, COLLATERAL AGENT,  
REVOLVING CREDIT LENDER AND LAST OUT  
REVOLVING LENDER)

By: /s/ Kathleen A. Dimock  
Name: Kathleen A. Dimock  
Title: Managing Director

NATIONAL CITY BUSINESS CREDIT, INC.  
(DOCUMENTATION AGENT, REVOLVING CREDIT  
LENDER AND LAST OUT REVOLVING LENDER)

By: /s/ Kathryn C. Ellero  
Name: Kathryn C. Ellero  
Title: Vice President

WELLS FARGO FOOTHILL, LLC  
(SYNDICATION AGENT AND REVOLVING CREDIT  
LENDER)

By: /s/ Krista Wade  
Name: Krista Wade  
Title: Assistant Vice President

LASALLE RETAIL FINANCE, a division of LaSalle Business  
Credit, as Agent for Standard Federal Bank National  
Association  
(REVOLVING CREDIT LENDER AND LAST OUT  
REVOLVING LENDER)

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION  
(REVOLVING CREDIT LENDER)

By: /s/ Amanda J. Van Heyst

Name: Amanda J. Van Heyst

Title: Duly Authorized Signatory

JPMORGAN CHASE BANK  
(REVOLVING CREDIT LENDER AND LAST OUT  
REVOLVING LENDER)

By: /s/ Rana Singh

Name: Rana Singh

Title: Assistant Vice President